

EAST AFR. PROT  
2703

C.C.  
2703  
24 JAN 13

Colonial

1913  
rd January

Last previous Paper.  
16/2496  
40/2545

MASAI CLAIM TO LAIKIPIA

Pleadings in the High Court of B.E.A.

Filed by Mr. Percy ...

Sir J. Anderson

Please see minutes within

H. J. R.

25/1

Next subsequent Paper

2866

Re: Keith In d. Enten

C. C. 60

2703

24 JAN 13

The action is brought  
by certain Masai or  
warriors of the Masai Tribe  
against

- (a) The Attorney General  
(representing the  
Crown)
- (b) Certain chiefs &  
Elders of the Masai
- (c) The Provincial Court  
of Nairobi
- (d) Officers in charge of  
the Masai Native  
Reserve

The point involved is  
a very brief one

In 1904 an agreement  
was made between certain  
chiefs of the Masai Tribe  
& Sir Donald Stewart  
British Commissioner

the Northern Reserve &  
 remove to a new reserve  
 to the south.

It is said that the  
 Govt have compelled  
 some of the Menas (including  
 some of the plaintiffs) to  
 leave the Northern Reserve  
 & that they intend to  
 remove the rest of the  
 Menas who are still oc-  
 cupying that reserve.

It is alleged that great losses  
 of stock have resulted  
 from the removal to the new  
 Southern Reserve. It is  
 stated to be unhealthy &  
 afflicted with Tree-Tee.

The plaintiffs further  
 say that road to the new  
 they were entitled under

of the Morans.

It is said that the  
~~plain~~ <sup>said</sup> dependants have  
 never authorized by  
 the plaintiffs or the  
 other Masai of Lakeside  
 or the ~~other~~ Masai of  
 the Southern Reserve

(ii) The effect of the  
 1904 agreement was  
 to constitute the Govt  
 a Trustee for the  
 Masai Tribe generally  
 (reference is also made  
 to declarations as  
 to the boundaries made  
 with the consent of  
 the S. J. S.)  
 Therefore the Govt could  
 not contract with the  
 Tribe unless the Tribe  
 had independent  
 legal advice.  
 The tribe had no legal  
 advice at the agreement  
 Confess great pecuniary

Which would, if held applicable, throw on the Govt. the <sup>(onus)</sup> ~~onus~~ of showing that the 1911 agreement was a fair just & reasonable one & that the Govt. took no advantage of its relation to the Chiefs, & gave them every reasonable opportunity of coming to an independent decision on the question.

It need hardly be said that the circumstances of the case could hardly arise before an English Court & the principle involved here as far as I know never been applied in a case of the kind. As to whether that principle can

Do not deal with the statement that some of the signatories did not sign of their own free will, as this depends on facts which I am ignorant of.

to them, see para 4 of report of 18th (p. 10 of 5584)]

do us wrong, & it  
seems to be in con-  
-sistent with this  
principle to throw  
upon him the ones  
of proving that he  
has done right.

Moreover the circumstances  
of the present case <sup>seem</sup>  
to me to put the <sup>Crown</sup> ~~Trustee~~  
in the position of a  
guarantor rather than  
of a Trustee. By this  
agreement the Tribe under-  
-took to confine themselves  
to certain areas & the  
Crown would keep other  
people out of them &  
preserve them a right of  
way.

I do not therefore  
think the second point  
a strong one as the first.  
I have no <sup>reason of forming</sup>  
an opinion. 05.23/0

at 174) of what is said about the  
division of the main people at p. 200  
of his book - The Masani Council  
of the details regarding the signature which  
had been on p. 174 & 175 of [Ch. 5582].  
it seems to me that the 1911 signature  
is a more representative lot than those  
of 1904.

H. J. R.

25/1

The signatories of the 1911 Agreement appear to  
have had at least as much authority to  
sign for the tribe as those who signed that  
of 1904, and the only ground upon which  
the former can be successfully attacked is  
that they signed under pressure.

The plaintiffs in the action appear to be  
all now in the Southern Reserve, and it  
is curious that the last five claim to represent  
the Gokhe Nyuke Maori who appear to  
have been moved to the Southern Reserve  
in 1910 from Kawarua, having already left  
Lankipia (Sup. 17 C5584). It is difficult to  
see how they can claim Lankipia which  
they themselves abandoned, and their slaves,  
most of any, must be for Kawarua and  
not a repudiation not of the 1911 Agreement,

2703

72

Recd

24 JAN 13

**IN THE HIGH COURT  
OF BRITISH EAST AFRICA**

---

**OL LE NJOGO and OTHERS**

vs.

**The ATTORNEY GENERAL and OTHERS**

---

**PLEADINGS**

A. MORRISON,

BARRISTER-AT-LAW,

MOMBASA.



# In the High Court of East Africa at Mombasa.

CIVIL CASE No. OF 1912.

- 1 Ol le Njogo
- 2 Ol le Musuni
- 3 Ol le Masik
- 4 Karagi Ole Saitiki
- 5 Lemengoi Ole Mbishi
- 6 Mwe Ol le Tugo
- 7 Mariu Ol Lesenlat
- 8 Yaili Ol le Kerere

On behalf of themselves personally  
and on behalf of the Masai of Laikipia  
and on behalf of the Masai Tribe gene-  
rally.

Plaintiffs

*versus*

- 1 The Honourable The Attorney General on behalf of the East Africa Protectorate Government.
- 2 Segi
- 3 Ngaroya
- 4 Marmorai
- 5 Saburi
- 6 Ayale
- 7 Ol le Matipe
- 8 Ol le Naigisa
- 9 Ol le Tanyai
- 10 Ol le Masikondi
- 11 Ol le Yele
- 12 Ol le Galishu
- 13 Ol le Turere
- 14 Ol le Malit
- 15 Ol le Nakota
- 16 Ol le Batiet
- 17 Ol le Lingiri
- 18 Ol le Geeshen
- 19 Ol le Kotikall
- 20 J. W. T. McClellan, Provincial Commissioner of the Naivasha Province
- 21 R. W. Hemsted, Officer-in-Charge of the Masai Reserve

Defendants

## Concise Statement.

The plaintiffs claim as individuals and also on behalf of the Masai of Laikipia and also on behalf of the Masai Tribe generally, that the treaty made between the Masai and H. M. late Commissioner Sir Donald Stewart in 1904 is still in force and effect and that the obligations undertaken therein are still binding on H. M. Government.

The defendants Nos. 2-19 are brought on the record as signatories to the agreement made in 1911 whereby they agreed that they and the other Masai should leave Laikipia these defendants having no authority to enter into such an agreement and such agreement being void except as regard the said defendants.

The first three plaintiffs and the other Masai of Laikipia have been and are being wrongfully removed from the Laikipia district in breach of the said agreement of 1904.

The plaintiffs therefore claim:

I. A declaration against the Defendants Nos. 1, 20 and 21 that the plaintiffs and the other Masai of Laikipia and the other members of the Masai Tribe generally with the exception of the Defendants Nos. 2-19 inclusive are still entitled to

- (a) the Laikipia district extended as aforesaid as equitable tenants in common in unbarable entail; and
- (b) to an easement of road as aforesaid between the Northern and Southern Masai Reserves; and
- (c) that the 1911 agreement is not binding on the plaintiffs and the other Masai of Laikipia and the other members of the Masai Tribe generally with the exception of the Defendants Nos. 2-19.

II. To £5,000 damages against the 1st Defendant for failing to provide the road as agreed in the 1904 agreement and

III. To an inquiry as to damages against the 1st, the 20th and 21st defendants

- (a) arising from the death of stock occasioned by such stock being illegally removed from the Laikipia district;
- (b) arising from the depreciation on the value of stock wrongfully removed from the said Laikipia district.

IV. All necessary accounts and inquiries and such further and other relief as the nature of the case may require:

V. As against the 20th and 21st defendants an injunction restraining them from preventing the return of the plaintiffs and their stock to the Laikipia district; and against them compelling any of the Laikipia Masai and their stock to move from the said Laikipia district.

VI. Costs.

ARTHUR D. HOME.

*Plaintiffs' Counsel.*

# In the High Court of East Africa at Mombasa.

CIVIL CASE No. OF 1912

- 1 Ol le Njogo
- 2 Ol le Musuni
- 3 Ol le Masik
- 4 Karagi Ole Saitiki
- 5 Lemengoi Ole Mbishi
- 6 Mwe Ole Tugo
- 7 Mariu Ol Lesenlat
- 8 Yaili Ol le Kerere

On behalf of themselves personally  
and on behalf of the Masai of Laikipia  
and on behalf of the Masai Tribe gene-  
rally.

Plaintiffs

versus

1 The Honourable The Attorney General on behalf of the East Africa  
Protectorate Government.

- |   |                    |                   |
|---|--------------------|-------------------|
| 2 Segi  | 8 Ol le Naigisa    | 14 Ol le Malit    |
| 3 Ngaroya   | 9 Ol le Tanyai     | 15 Ol le Nakota   |
| 4 Marmorai  | 10 Ol le Masikondi | 16 Ol le Batiet   |
| 5 Saburi  | 11 Ol le Yele      | 17 Ol le Lingiri  |
| 6 Ayale   | 12 Ol le Galishu   | 18 Ol le Geeshen  |
| 7 Ol le Matipe  | 13 Ol le Turere    | 19 Ol le Kotikall |
| 20 J. W. T. McClellan, Provincial Commissioner of the Naivasha Province |                    |                   |
| 21 R. W. Hemsted, Officer-in-Charge of the Masai Reserve                |                    |                   |

Defendants

## PLAINT.

1. The first three plaintiffs are leading Moran of the Park Masai until lately in Laikipia and now residing at Ngadet.

The fourth plaintiff is the Legwendo of the Morao of the Geku Nyuki section of the Masai Tribe and resides at Sotimo.

The fifth, sixth and seventh plaintiffs are leading Morao of the Geku Nyuki section of the Masai Tribe and reside at Sotimo in the Southern Masai Reserve.

The plaintiffs are suing for themselves personally and also for the Masai of Laikipia and also for the other members of the Masai Tribe generally.

2. The plaintiffs or some of them have been authorised by large numbers of Masai to bring these proceedings on behalf of the Laikipia Masai and the Masai Tribe generally.

3. The first defendant is the Attorney General of the East Africa Protectorate and is sued as representing the Government of the Protectorate and resides at Nairobi.

The second defendant has been appointed by Government Paramount Chief of the Masai.

The third defendant is the Regent during the minority of the said Segi of the Aiser clan.

The fourth defendant is the uncle of the said Segi.

The fifth defendant is the principal elder under Segi of the former Southern Masai Reserve.

The sixth defendant is also an uncle to Segi and these defendants No. 2 to 6 inclusive belong to Lenana's section of the Masai and reside in the Southern Reserve.

The 7th, 8th, 9th and 10th defendants belong to Masikondis section of the Aiser clan of the Masai and are now residing in the Southern Masai Reserve.

The 11th defendant is an elder of the Mokeson clan of the Purko Masai.

The 12th defendant is a Paramount Chief of the Northern section of the Masai formerly residing at Laikipia and now residing at Ngadet.

The 13th defendant is an elder of the Mokesen clan of the Purko Masai.

The 14th defendant is of Maskondis representatives of Lughuine branch of the Aiser clan of the Purko Masai.

The 15th defendant is an elder of the Tarosero clan of the Purko Masai.

The 16th defendant is an elder of the Aiser clan of the Purko Masai on Laikipia of Sigwenani of the age known as Ilnefiso.

The 17th defendant is an elder of the Aiser clan of the Purko Masai.

The 18th defendant is the elder of the Tamsero clan of the Purko Masai.

The 19th defendant is an elder of the Purko Masai.

Of these the 16th defendant is still residing at Laikipia and the defendants Nos. 11 to 15 and Nos. 17 to 19 inclusive are residing at Ngadet in the Southern Masai Reserve.

The defendants Nos. 2 to 19 are sued as signatories to the agreement hereinafter called the 1911 agreement but to the best of the plaintiffs' information and belief defendants Nos. 11 to 19 are in favour of the plaintiffs' action. No relief is asked for against defendants Nos. 2 to 19.

The 20th defendant is the Provincial Commissioner of the Nairobi Province of the East Africa Protectorate and resides at Nairobi and is sued in his personal capacity.

The 21st defendant is the Officer-in-charge of the new Masai Reserve residing at Ngadet and is sued in his personal capacity.

4. By the agreement of which a copy is attached hereto and Marked "A" dated 9th August, 1901, and made between His Majesty's Commissioner Sir Donald Stewart, K.C.M.G., of the one part and the following chiefs of the Masai Tribe:—Lenana s/o Mbatian, Masakondi s/o Ararin Lemani, Leteregi, Eelmyrua, Iakoribé, Lamgison, Lusari, Mopaku, Lambari, Gekunuku, Legalshiu, Olmügi, Olaimomodo, Olotoga, Olieti, Lanairugu, Lingahlu, Gimsim, Liwala, Lembogi, Saboni, of the other part. It was agreed that the Masai should vacate the whole of the Rift Valley and that the Purko, Geku Nvuk, and the Damatand Loitotok sections hereinafter called the Masai of Laikipia district and that their boundaries should be as therein set out and further that a right of road including access to water should be granted to the Masai to allow of their keeping up communication between the two reserved areas namely the said Laikipia district or the Northern Masai Reserve and the territory until lately known as the Southern Masai Reserve and His Majesty's Commissioner with the approval of the Secretary of State for Foreign Affairs undertook that the settlement agreed at should be enduring so long as the Masai as a race should exist.

5. The plaintiffs and the Masai of Laikipia left the Rift Valley in accordance with the said agreement hereinafter called the 1901 agreement, and the Government received in full the consideration agreed upon by the 1901 agreement and accordingly the plaintiffs and the other Masai of Laikipia and the other members of the Masai Tribe generally acquired rights as equitable tenants in common in tail to the said district and to the said easement of roads between the two reserves but so that the legal estate remained in H. M. Government as trustees for the Masai and so that the existing members of the Masai Tribe had no right to bar the interests of their posterity in the said Laikipia district.

By a notice appearing in the Official Gazette of the 15th March 1906 and signed by Sir J. Hayes Sully, H. M.'s Commissioner, after stating that in accordance with agreement made between H. M.'s Commissioner and the representatives of the Masai Tribe a route connecting the Southern and Northern Masai Reserve should be left open for the movement of stock and travellers. It was notified that the route should follow as nearly as possible the following line:—Commencing the Southern Masai Reserve the route should follow the cattle trail leading from Elway, Lamnyua and should proceed in a North North-Westerly direction to the Selater Road which it should follow at a point where the Selater Road descends into the Kedong Valley it should follow the Selater Road along the Kedong Valley in a Northernly direction as far as a point approximately opposite the point where the Selater Road crosses the boundary of the Northern Masai Reserve. The exact site of the said route across the boundary plateau or to any other point was to be further defined by notice as given that the said route was thereby declared to be a Public Road.

6. Later with the consent of the Secretary of State the named areas of the Laikipia district were assigned to be on the north of the land of the East Africa Syndicate on the East the Case Ng'oro and on the West the crest of the Usupako-toe-telan and the plaintiffs and the Masai of Laikipia and the other members of the Masai Tribe generally acquired interests in the lands within the said extended boundaries such as they had under the 1901 agreement to the land therein described.

7. It was also agreed between the Government and the Masai that the said road should be half a mile wide.

8. The exact route of the said road across the Kinangop plateau has never been defined.

The Protectorate Government has committed a breach of the said 1904 agreement by preventing and refusing to allow the plaintiffs to keep up communications between the two reserves by means of the aforesaid roads.

All the plaintiffs and the other Masai of Laikipia and other members of the Masai Tribe generally have suffered loss of £5000 by the said breach.

9. Previous to the 1904 agreement the plaintiffs resided in the Naivasha district in the Rift Valley and owned stock grazing thereon. The first three and the fifth and seventh plaintiffs in accordance with the 1904 agreement removed their stock to Laikipia district and vacated the Rift Valley. The fifth and seventh plaintiffs subsequently returned to Naivasha but in 1919 the plaintiffs Nos. 1 to 8 inclusive in accordance with the 1904 agreement removed to Sossian in the Southern Reserve but these plaintiffs claim an interest under the 1904 agreement in the Laikipia district and further by the movement as hereinafter mentioned of the Laikipia Masai into the Southern Reserve which is too small to hold the Masai their rights under the 1904 agreement are infringed and damage occasioned hereby.

10. Under the 1904 agreement and by the subsequent declarations of the Secretary of State for the Colonies H. M. Government became trustees for the Masai Tribe generally and have stood and stand in a fiduciary relationship to the Masai and in contracting with the Masai are subject to all the ordinary responsibilities and disabilities of trustees and in particular are unable to make a valid contract directly with the Masai Tribe unless the Tribe have independent legal advice and the contract be for their benefit.

11. The defendants Nos. 1 to 10 inclusive on the 26th day of April 1911 entered into an agreement with Sir E. and F. C. Girouard Esq. the then Governor of the East Africa Protectorate hereinafter called the 1911 agreement of which a copy is attached hereto and in clause "B" of which after reciting that they were living in the Northern Masai Reserve as defined in the 1904 agreement and more particularly set out in the Proclamation of the 30th day of May 1904 and also that they were acting on their own behalf and on behalf of their people whose representatives they were and also that they were satisfied that it was to the best interest of their tribe that the Masai people should inhabit one area and should not be divided into two sections as must arise under the 1904 agreement and also that they entered of their own free will into the following agreement whereby they agreed to vacate at such time as the Governor might direct the Northern Masai Reserve which they had hitherto inhabited and occupied and to remove by such time as the Governor might notify to them, their people, herds and flocks to a new area on the South side of the Equator to be as the Governor might locate to them, herds, etc. being approximately on the S. side by the Anglo-German frontier on the West by the 10th or 12th range, by the Amala River, by the Eastern and Northern boundaries of the Sotik Native Reserve, and by a line drawn from the most Northern point of the Northern boundary of the Sotik Native Reserve to the South Western boundary of the

land set aside for Mr. E. Powys-Cobb on the North by the Southern and Eastern boundaries of the said land set aside for Mr. E. Powys-Cobb, and by a straight line drawn from the North Eastern boundary of the said land to the highest point of Mount Luswa, on the East by the Southern Masai Native Reserve and it was agreed that nothing in the agreement contained should be deemed to deprive the Masai tribe of the rights reserved to it under the 1903 agreement to the land on the slopes of Kinopop, whereon the circumcision rights and ceremonies might be held. In consideration of the above the said Sir Edmond P. C. Girouard agreed on behalf of H. M.'s Government, but subject to the approval of H. M.'s Principal Secretary of State for the Colonies, to reserve for the exclusive right of the Masai the area shown on the map attached to the agreement and to further extend the existing Southern Masai Reserve by an addition of an area of approximately 3,100 square miles such are being shown on the map accompanying the agreement and the said Sir Edmond P. C. Girouard, further undertook on behalf of H. M.'s Government to endeavor to remove all European settlers from the said areas and not to lease or grant any land within the said areas except such and such as to require for military purposes or for any public purposes without the sanction of the Paramount Chief and the representatives of the Masai tribe.

12. The plaintiffs and the other Masai were not consulted by the said defendants as to the said agreement and in so far as the said defendant to execute the same on their behalf all the said defendants unless expressly authorised by the members of the Masai tribe have no authority to deal with the land of the Masai tribe and had no such authority in this case according to the ancient tribal custom of the Masai of the same as the defendants Nos. 2 to 19 can give no authority for the contrary since in a particular case rests with a member of the Masai tribe.

The plaintiffs and the other Masai and the other members of the Masai tribe generally other than the said defendants never consented to the said 1911 agreement or with most of the said defendants at least to consent to it on their behalf and the said agreement is void as against the plaintiffs and as against the Masai of Laikipia generally and as against the members of the Masai tribe generally other than the defendant.

13. The said 1911 agreement is void as the said defendants have no authority to donate the interests therein and an individual member of the Laikipia Masai in the said Laikipia district.

14. The said 1911 agreement is not for the benefit of the Masai tribe generally nor of the Masai of Laikipia and as H. M.'s Government is in a fiduciary position to the Masai and to the Laikipia Masai and obtained great financial advantage thereby the said agreement is void.

15. The said 1911 agreement is void as against all the members of the Masai tribe as the Masai and in particular the Masai defendants had no independent legal advice.

16. The said 1911 agreement is void because the defendants Nos. 11-19 did not sign the agreement voluntarily but signed it under duress received from the Government.

17. The plaintiffs and the other Laikipia Masai and the other members of the Masai tribe generally with the exception of the defendants are still of right entitled to the said Laikipia district and to the said easement of the road from the Northern to the Southern Masai Reserve under the said 1904 agreement.

18. The first three plaintiffs and the Masai of Laikipia had large quantities of stock in the said Laikipia district at the date of the 1911 agreement the first plaintiff had 10 cattle and 100 sheep and the second plaintiff had 200 cattle and 500 sheep and the third plaintiff had 50 cattle and 400 sheep.

19. The value of the said Laikipia district is £1,000,000 approximately.

20. H.M.'s Government purporting to act under the said 1911 agreement and in breach of the obligations still binding on H.M.'s Government under the 1904 agreement illegally compelled the first three plaintiffs and some of the other Masai of Laikipia to leave the said Laikipia district. Some of the Laikipia Masai have not yet left the Laikipia district but it is the intention of H.M.'s Government to compel those members also of the Laikipia Masai to leave the said Laikipia district to which they are entitled as aforesaid.

21. The 20th and 21st defendants intend to compel those other Masai of Laikipia to leave the Laikipia district and wrongfully and forcibly prevent the plaintiffs and the Masai of Laikipia who have already been wrongfully removed from the Laikipia district from returning there to and in so acting the said defendants are relying on the orders of the Government or H.M. Secretary of State for the Colonies which orders are invalid and illegal and the said defendants are personally liable to the plaintiffs for any loss caused to the plaintiffs by such illegal acts as aforesaid.

22. In the year 1911-1912 the first three plaintiffs and the other Masai of Laikipia have lost large quantities of stock as a direct result of the said forcible and wrongful removal of the Laikipia Masai from the healthy Laikipia district to the Mau and to the Southern Reserve. The value of the stock lost is estimated at not less than £200,000.

The first plaintiff lost 10 head of cattle valued at Rs. 1200 and 50 sheep valued at Rs. 360 the second plaintiff lost 100 cattle valued at Rs. 12,000 and 300 sheep valued at Rs. 1,500 and the third plaintiff lost 30 cattle valued at Rs. 360 and 300 sheep valued at Rs. 1,700 all as a direct result of the said illegal and wrongful removal of the said plaintiffs and their stock from Laikipia and but for such wrongful removal such stock would not have been lost.

23. The Southern Masai Reserve to which the stock of the Masai is being moved is infested with East Coast fever and there is to be fly in many places and no stock is permitted to be moved from Laikipia to the Southern Reserve including Nairobi or from the Southern Reserve to Nakuru as a result the value of all cattle moved to the Southern Masai Reserve has depreciated by about 20%.

The total depreciation therefore of the plaintiffs' stock and that of the Masai of Laikipia is approximately £100,000.

The plaintiffs therefore pray

1. For a declaration against the Defendants Nos. 1 to 20 and 21 that the plaintiffs and the other Masai of Laikipia and the other members of the Masai



tribe generally with the exception of the defendants Nos. 2 to 19 inclusive are still entitled to

- (a) to the Laikipia district extended as aforesaid as equitable tenants in common in unbarrable entail; and
- (b) to an easement of road as aforesaid between the Northern and Southern Masai Reserves; and
- (c) That the 1911 agreement is not binding on the plaintiffs and the other Masai of Laikipia and the other members of the Masai tribe generally with the exception of the defendants Nos. 2 to 19.

II. To £5,000 damages against the last defendant for failing to provide the road as agreed in the 1904 agreement, and

III. to an inquiry as to damages against the 1st, the 20th, and 21st defendant

- (a) arising from the death of stock occasioned by such stock being illegally removed from the Laikipia district;
- (b) arising from the depreciation on the value of stock wrongfully removed from the said Laikipia district.

IV. All necessary accounts and inquiries and such further and other relief as the nature of the case may require.

V. As against the 20th and 21st defendants an injunction restraining them from preventing the return of the plaintiffs and their stock to the Laikipia district, and against them compelling any of the Laikipia Masai and their stock to move from the said Laikipia district.

VI. Costs.

A. MORRISON  
A. D. HOME

*Advocates for Plaintiffs*

OLENJOGO + His Mark  
OL LE MASEK + His Mark  
OL LE MASUNI + His Mark  
WITNESS A. D. HOME

Witness Mehomedai

KIREJI OL LESIKAI + His Mark  
LEMBGORI OLE MBISHI + His Mark  
MWE OL LE LUGO + His Mark  
MBRIN OL LE SENTAT + His Mark  
YAILI OL LE KARERE + His Mark

The Plaintiffs above named declare that what is stated above is true to the best of their knowledge and belief

KIREJI OL LE SITAKI + Thumb Mark  
LEMBGORI OL LE MBISHI +  
MWE OL LE LUGO +  
MARIN OL LE SENTENT +  
YAILI OL LE KARERE +

Witness Mehomedai

OLENJOGO His Mark  
OL LEMBEK His Mark  
OL LE MUSINI His Mark

Witness

H. W. BUCKLAND  
*Solicitor NAIROBI*

**EXHIBIT A.**

## APPENDIX

**AGREEMENT, Dated 10th August, 1904, between His Majesty's  
Commissioner for the East Africa Protectorate and the  
Chiefs of the Masai Tribe.**

We, the Undersigned, being the Lybon and Chief (representatives) of the existing clans and sections of the Masai tribes in the East Africa Protectorate, having, this 9th day of August, 1904, met Sir Donald Stewart, His Majesty's Commissioner for the East Africa Protectorate, and discussed fully the question of a land settlement scheme for the Masai, have, of our own free will, decided that it is for our best interests to remove our people, flocks and herds into definite reservations away from the railway line, and away from any land that may be thrown open to European settlement.

We have, after having already discussed the matter with Mr. Hobley at Naivasha and Mr. Ainsworth at Nairobi, given this matter every consideration, and we recognize that the Government, in taking up this question, are taking into consideration our best interests.

Now we, being fully satisfied that the proposals for our removal to definite and final reserves are for the undoubted good of our race, have agreed as follows:—

That the Elburga, Goshunki, Lotta, Pamat, and Latutok sections shall remove absolutely to Laikipia, and the boundaries of the Settlement shall be, approximately, as follows:

On the north, by the Loroche Mpuntais.

On the west, by the Laikipia (Nloror) Escarpment.

On the south, by the Lesuswa or Nyain and Guaso Narok Rivers.

On the east, by Kisima (approximate).

And by the removal of the foregoing sections to the reserve we undertake to vacate the whole of the Rift Valley, to be used by the Government for purposes of European settlement. Further, that the Kaptei, Matapatu, Ndogalani, and Sigarari sections shall remove into the territory originally occupied by them to the south of Donyo Lamaya (Ngongo), and the Kiseorian stream, and to comprise within the area the Donyo Lamaya, Ndogalani, and Matapatu Mountains, and the Donyo Narok, and to extend to Sosian on the west.

In addition to the foregoing, Lemana, as chief Lybon, and his successors, to be allowed to occupy the land lying in between the Mbugathi and Kiseorian streams from Donyo Lamaya to the point where both streams meet, with the exception of land already occupied by Mr. Oulton, Mr. McQueen, and Mr. Paterson.

In addition to the foregoing, we asked that a right of road to include certain access to water be granted to us to allow of our keeping up communications between the two reserved areas, and further, that we be allowed to retain control of at least 5 square miles of land (at a point on the slopes of Kinangop to be pointed out by Legalishu and Masakondi), whereat we can carry out our circumcision rites and ceremonies, in accordance with the custom of our ancestors.

further heard this document fully explained to them, and witnessed their marks affixed to same. —

C. W. HOBLEY,

Acting Deputy Commissioner.

JOHN AINSWORTH,

His Majesty's Sub-Commissioner, Ukamba.

S. S. BAGGE,

His Majesty's Sub-Commissioner, Kisumu.

J. W. T. McCLELLAN,

Acting Sub-Commissioner, Naivasha.

W. J. MOSSON,

Acting Secretary to the Administration.

I, Donald Stewart, K. C. M. G., His Majesty's Commissioner for the East Africa Protectorate, hereby further agree to the foregoing parts of this Agreement concerning the Kapte, Matapatu, Ndogalani, and Sugarari Masai, provided the Secretary of State approves of the Agreement, and in witness thereof I have this 15th day of August, 1904, set my hand and seal.

D. STEWART

We, the undersigned officers of the East Africa Protectorate, hereby certify that we were present at the meeting between His Majesty's Commissioner and the Masai at Nairobi on the 15th August, 1904, and we further heard this document explained to them, and witnessed their marks affixed to same. —

C. W. HOBLEY,

Acting Deputy Commissioner.

JOHN AINSWORTH,

His Majesty's Sub-Commissioner, Ukamba.

T. T. GILKISON,

Acting Land Officer.

W. J. MOSSON,

Acting Secretary to the Administration.

I, the Undersigned, hereby certify that I translated the contents of this document to the Masai Lybichi, who I believe interpreted it correctly to the Masai assembled at both Naivasha and Nairobi.

JOHN AINSWORTH,

His Majesty's Sub-Commissioner.

## EXHIBIT B.

### AGREEMENT

We, the undersigned, being the Paramount Chief of a tribe of Masai in the reports and the representatives of that tribe of the Masai tribe living in the Northern Masai Reserves, as defined in the agreement entered into with the late Sir Donald W. Deans Stewart, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, His Majesty's Commissioner for the East Africa Protectorate, on the ninth day of August one thousand nine hundred and four, and more particularly set out in the Proclamation of May one thousand nine hundred and six and published in the Official Gazette of June first one thousand nine hundred and six, hereby on our own behalf and on behalf of our people, whose representatives we are, being satisfied that it is to the best interest of their tribe that the Masai people should inhabit one area and should not be divided into two sections as must arise under the agreement aforesaid whereby there were reserved to the Masai tribe two separate and distinct areas of land,

Mark of M. MARI, uncle and personal attendant of Segi.

Mark of SABIURI, the Prime Minister of the late Chief OI-ONANA (Lenana) and principal elder of the Southern Masai Reserve.

Mark of AGALI, uncle of Segi, representing the Loita Masai.

Mark of OI-LE-TANVAI of the Tarosero Clan, chief spokesman (OI-aigwenani) of the Lemek (Mettaroni) age-grade of the Purko Masai.

The above set their marks\* to this agreement at Nairobi on the fourth day of April nineteen hundred and eleven.

A. C. HOLLIS,

Secretary, Native Affairs.

OI-LE-MASIKONDI, head of the Lughumas section of the Aiser Clan, chief elder of the Purko Masai, called in the former treaty OI Oiboni of the Purko Masai.

OI-LE-BATIET, head of Aiser Clan of the Purko Masai on Laikipia, OI Aigwenani of the age known as II Merisho.

The above set their marks\* to this agreement at Rumuruti on the 13th day of April nineteen hundred and eleven.

E. D. BROWNE,

Assistant District Commissioner, Laikipia.

Witnesses

A. J. M. COLLYER,

D. C. Laikipia.

His Mark OI-LE-LENGHI of the Aiser Clan Purko Masai.

His Mark OI-LE-GESHEEN, head of Tarosero Clan of Purko Masai.

His Mark OI-LE-SALON, brother of OI-LE-Kotikosh, as a deputy for OI-LE-Kotikosh.

The above set their marks\* to this agreement at Rumuruti on 19th day of April, 1911:

E. D. BROWNE,

A. D. C. Laikipia.

We the undersigned, certify that we correctly interpreted this document to the Chief, Regents, and Representatives of the Masai who were present at the meeting at Nairobi.

A. C. HOLLIS,

Officer in Charge of the II Aiser Clan.

We the undersigned certify that we correctly interpreted this document to the Representatives of the Masai at Rumuruti.

A. J. M. COLLYER,

District Commissioner.

1911

His Mark\*

In consideration of the above I, Edmund Percy Travers, Lieutenant Knight Commander of the Most Distinguished Order of St. Michael and St. George, Member of the Distinguished Service Order, Governor and Commander in Chief of the East Africa Protectorate, agree on behalf of His Majesty's Government but subject to the approval of His Majesty's Principal Secretary of

\* Finger impression.