



**Kararei & 2 others (Suing on His own Behalf and on Behalf of
15 others) v Sayiaton & 17 others (Environment & Land Petition
18 of 2019) [2025] KEELC 804 (KLR) (25 February 2025) (Judgment)**

Neutral citation: [2025] KEELC 804 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAROK
ENVIRONMENT & LAND PETITION 18 OF 2019**

CG MBOGO, J

FEBRUARY 25, 2025

**IN THE MATTER OF: ARTICLES 19, 20, 22, 23, 24, 40, 48, 60, 61, 63,
64, 165, 258 AND 259 OF THE CONSTITUTION OF KENYA, 2010**

IN THE MATTER OF: THE LAND ACT, CAP 280

IN THE MATTER OF: THE LAND REGISTRATION ACT, CAP 300

**IN THE MATTER OF: THE LAND (GROUP
REPRESENTATIVES) ACT, CAP 287(REPEALED)**

IN THE MATTER OF: THE COMMUNITY LAND ACT CAP 287

IN THE MATTER OF: THE COMMUNITY LAND REGULATIONS (2017)

BETWEEN

**LELETO KARAREI 1ST PETITIONER
JOSEPH NACHA 2ND PETITIONER
MUSUURI NAIKU 3RD PETITIONER
SUING ON HIS OWN BEHALF AND ON BEHALF OF 15 OTHERS**

AND

**KILESI OLE SAYIATON 1ST RESPONDENT
DICKSON OLE LETURA 2ND RESPONDENT
EVAN LEPAPA OLE NCHOE 3RD RESPONDENT
SANKAI OLE NOONKIPA 4TH RESPONDENT
SIMAT OLE TOME 5TH RESPONDENT
RUPARAE OLE YIALE 6TH RESPONDENT**



LENCHARO OLE SURURU	7 TH RESPONDENT
LEWIS OLE MPOE	8 TH RESPONDENT
JACKSON OLE NKOITIKO	9 TH RESPONDENT
SOSIO OLE SILANTOI	10 TH RESPONDENT
NAROK TWO EMS ASSOCIATES COMPANY LIMITED	11 TH RESPONDENT
KOSIOM OLE LEMURT	12 TH RESPONDENT
THE REGISTRAR OF GROUP REPRESENTATIVES	13 TH RESPONDENT
THE DISTRICT LAND ADJUDICATION & SETTLEMENT OFFICER,NAROK SOUTH	14 TH RESPONDENT
THE DISTRICT LAND REGISTRAR,NAROK	15 TH RESPONDENT
THE MINISTRY OF LANDS, URBAN AND PHYSICAL PLANNING	16 TH RESPONDENT
THE HONOURABLE ATTORNEY GENERAL	17 TH RESPONDENT
THE NATIONAL LAND COMMISSION	18 TH RESPONDENT

JUDGMENT

1. The petitioners filed the petition dated 27th May, 2019, seeking the following orders: -
 1. That this honourable court be pleased to issue an order revoking all the title deeds in respect public utilities, which have been registered in the names of individuals namely parcels numbers Cis-Mara/ Siana/ 462, 2539, 2654, 2751 and 3321.
 2. That this honourable court be pleased to order that all titles in respect to public utilities in Siana Group Ranch be properly registered in the name of the respective public utility and subsequently submitted to the relevant government agency for safe custody.
 3. That this honourable court be pleased to order that all the title deeds in respect of all trading centres in Siana Group Ranch issued in favour of individual persons be cancelled and revert back to Siana Group Ranch and the said land be shared equally by all the group members and/ or in a manner to be agreed by the members in an annual general meeting and these parcels include Cis-Mara/ Siana/ 971, 1052, 1585, 1896, 2472, 3477, 3639, 3925 and 1714.
 4. That this honourable court be pleased to declare that the new group ranches created within Siana Group Ranch were illegally created without the approval of the members and the titles issued thereto, be cancelled and such parcels do revert back to Siana Group Ranch for reallocation to members who have not been allocated land and include parcels nos. Cis-Mara/ Siana/ 3702, 4018, 4019, 2477, 2540, 3948.
 5. That this honourable court be pleased to order that the 1st to 3rd respondents be removed from office as their term has since lapsed and for abuse of office and mismanagement of the Siana Group Ranch and that they be barred from participating in any subsequent election within Siana Group Ranch.



6. That an annual general meeting be convened by the Registrar of Group Representatives and/ or by a public officer appointed by the Cabinet Secretary, Ministry of Lands and Physical Planning within 30 days from the date of the judgment for purposes of electing new group representatives who shall conclude the registration of the parcels in Siana Group Ranch within a period of time as may be directed by the said public officer.
 7. That this honourable court be pleased to issue an order requiring the 1st to 10th respondents to render a full and true account of all the funds received by themselves since they assumed office and a full account of all the assets of Siana Group Ranch.
 8. That this honourable court be pleased to order the 1st to 10th respondents to hand over to the new group representatives elected under prayer 6 above, such moneys as it appear to be due from them, and all proper books, papers and other property of the group in his custody or otherwise under his control.
 9. That this honourable court be pleased to order where an individual was illegally allocated and/or registered at first registration more than one parcels of land in Siana Group Ranch as pleaded in the petition, such persons be ordered to surrender all such title documents to the 15th respondent for cancellation.
 10. That upon granting prayer 9 above, such parcels be allocated to legitimate members of Siana Group Ranch who were not allocated land within the group land and/or in a manner to be agreed upon by the members of Siana Group Ranch.
 11. That in the alternative to prayer 10 above, the 1st to 10th respondents be compelled to compensate the members of Siana Group Ranch who were allocated land in the group land either in terms of land measuring 35 acre or an amount equivalent to the current market price value of land in Siana Group Ranch.
 12. That this honourable court be pleased to issue an order compelling the District Land Adjudication and Settlement Officer, the 14th respondent herein to regularize the allocation of parcels in Siana Group Ranch to the entitled owners in accordance with the original members list.
 13. That the respondents do bear the costs of this petition.
 14. That the court do grant any other relief that may be deemed fit for the interest of justice.
2. The facts as stated in the petition is that on 30th June, 2010, an annual general meeting was convened at Oololaimutia shopping centre by the then District Land Adjudication and Settlement Officer (hereinafter referred to as DLASO) where members numbering 1600 were present, and it was resolved that Siana B will be merged with the rest of Siana parcels and the members were informed that a comprehensive map had been developed. In that meeting, the proposed constitution was adopted and there was election of the group representatives.
 3. In a meeting held on 31st July, 2009, members were informed that a portion known as Siana B previously surrendered by Maasai Mara National Reserve would be amalgamated with Siana A, but during the allocation of parcels in Siana Group Ranch, the 1st to 10th respondents failed to disclose to the members the details of the persons who had been allocated parcels of land in Siana B. The petitioners contended that the 1st to 10th respondents may have discreetly illegally allocated the said parcels of land to themselves or their proxies despite numerous demands for accountability and transparency.



4. The petitioners further stated that on or about December 2010, members of the group were desirous of subdividing Siana A and have the individual parcels allocated amongst themselves which led the 1st to 10th respondents to lodge an application on 30th December, 2010, for the dissolution of the incorporated group representatives. They stated that the registrar of group representatives gave a conditional consent, after which the group representatives applied for the Land Control Board consent vide the letter dated 8th February, 2011. Further, that the letter of consent was issued on 17th February, 2011, and on or about 29th June, 2011, the group representatives held the second annual general meeting where among other agenda was the land falling within the conservancy be subdivided equally amongst the members of the group ranch.
5. The petitioners stated that another general meeting was held on 4th July, 2012, where members were informed that the Group Ranch had been subdivided and each member was entitled to 35 to 40 acres, that land for public utilities had been set aside, and that the title deeds were being processed. They stated that the members went on to appoint a committee of members to manage the conservancy parcels on behalf of the members. Further, that it was not until they visited the district land registry that they learnt that title deeds in respect of parcels allocated to them had been allocated to other persons some of whom were not members of the group ranch. They also noticed that the group representatives had fenced off huge tracts of land more than the agreed 35 acres for their own personal use.
6. The petitioners stated that the members' complaints were disregarded and the group representatives did not hold any subsequent meeting and became hostile and threatened members who queried the process that they would not be allocated any land. On further enquiry with the land DLASO, the petitioners learnt that vide the letter dated 23rd April, 2012, the 11th respondent had informed him that they had completed the subdivision of Siana Group Ranch and sought requisite approvals. Further, upon perusal of the area list, they noted glaring irregularities where the 11th respondent who is not a member of the Group Ranch had been allocated the first parcel of land and other parcels which included 2477, 2532, 2839, 3021, 3340, 3636, 3945, 3956, 3961, 3962, 3964 to 3969, 3971 to 3972, 3977, 3982 to 3990, 3992 to 3995, 4000, and 4004 to 4013 had been left blank. Further, that some legitimate members had been left out, some were allocated more acres of land contrary to the agreement that every member was entitled to 35 acres, new group ranches had been created within Siana Group Ranch and some parcels were allocated to business entities whose ownership is unknown to members.
7. The petitioners further stated that despite the irregularities, the DLASO went ahead to endorse the area list and forwarded the same to the District Land Registrar and the District Surveyor paving way for issuance of title deeds. They stated that in a letter dated 25th September, 2013, the Provincial Surveyor returned the mutations for corrections and in an undated letter, the executive of the group representatives wrote to the DLASO and the Surveyor forwarding another list of members. That in a letter dated 7th October, 2013, the private surveyor informed the DLASO of the reasons for the additional parcels and attached the list of members who had less acreage and the list of buyers. Despite this, the petitioners pleaded that the members who had been allocated less acreage were not allocated remaining acres of land despite their names having been forwarded vide the said letter, and instead the same was allocated to the group representatives and their clan members.
8. The petitioners contended that concerned members lodged their complaints to various governments both orally and in writing, but they did not receive any response. Upon further perusal of the certified copy of the allocation area list and further enquiries from the District Land Registrar, it was confirmed that there were irregularities in the said allocation of land. They contended that the 1st to 10th respondents have abused their respective offices to enrich themselves thus betraying public trust, they have failed to account to the members and further deprived legitimate allottees of their rightful



share of the ranch. They stated that through their advocate, they wrote to the relevant authorities including the registrar of group representatives who summoned the group representatives to give a comprehensive report of the status of allocation and administration of land within the group ranch. That while the group representatives sought for more time, no report had been presented and instead, the group representatives registered some of the unregistered parcels to their proxies. Further, and upon obtaining certified copies of the green cards, numerous discrepancies were found in the records held at the land's office, and the petitioners are aggrieved that the members of the Group Ranch stand to suffer irreparable loss and damage if a declaration is not made.

9. The petitioners contended that the grounds for relief are as contained in the Group Ranch constitution adopted on 30th June, 2010. They contended that the 1st to 10th respondents have failed to carry out their statutory obligations' contrary to the provisions of the Land (Group Representatives) Act, Cap 287 (repealed), and in summary, there were discrepancies in the green cards, register of members and area allocation list of Siana Group Ranch.
10. The petition was supported by the affidavit of the 1st petitioner sworn on even date. The affidavit contains depositions contained in the body of the petition and there would be no need of reproducing the same, save to state that the contents are duly noted.
11. The petition was opposed vide the replying affidavit of the 1st respondent, sworn on 8th May, 2023 on his own behalf and on behalf of the 2nd, 3rd, 4th, 7th, 8th and 10th respondents. The 1st respondent deposed that the petitioners lack locus standi to institute this suit on behalf of an alleged group and by virtue of Section 23 of the Community Land Act, upon subdivision and allocation of community land, the land ceased to be community land and any cause of action accrues against the registered owner. Further, that the petitioners merely quoted omnibus provisions of the Constitution without setting out with a reasonable degree of precision, the provisions of the Constitution said to have been infringed and the manner in which they have been infringed. The 1st respondent deposed that the petitioners have not pleaded any injury or loss personally occasioned upon any of them by the respondents.
12. The 1st respondent deposed that Siana Group Ranch was incorporated on 12th July, 2010, comprises of over 3,512 members and covers approximately 161,000 acres of land. That on 30th June, 2010, members of the Group Ranch met and agreed to form a Group Ranch from Siana Trust Land and when the Group Ranch register was ready, on 11th November, 2010, they wrote to the DLASO informing him that the register was open for inspection between 10th November, 2010 and 15th December, 2010. That during the said period, the members inspected the register and they were satisfied with the same. He further deposed that in an annual general meeting held on 15th December, 2010, it was agreed that each member be allocated 35 acres and the process of subdivision to commence immediately. Further, he deposed that the process of subdivision involved two segments i.e. allocation of 35 acres to every member, and creation of a conservancy known as Siana Conservancy where each member was allocated 6.5 acres. In the said meeting, they also demarcated public utilities that were named according to sublocations. Further, in this meeting where the DLASO was present, it was agreed that the Group Ranch register be closed, and the procedure for dissolution of the Group Ranch was laid down.
13. He deposed that they contracted a private surveyor to undertake the survey, and his mandate was not only to conduct the survey but also to oversee the subdivision and processing of titles to members. He deposed that the surveyor undertook the subdivision and obtained the requisite consent to process the land into 2514 parcels, and that in a letter dated 23rd April, 2012, the surveyor completed the process and forwarded the documents contained in the said letter to the DLASO. Further, that the DLASO approved the subdivision process and forwarded the documents contained in the letter dated



- 13th November, 2013, to the District Land Registrar. The 1st respondent averred that all members of the Group Ranch were allocated a parcel of land measuring approximately 35 acres and 6.5. acres in Siana Conservancy, title deeds were processed and majority of the members collected their title deeds.
14. The 1st respondent further deposed that the petitioners were among the beneficiaries who were allocated land and have since collected their titles, and that it his belief that the petitioners have not instituted these proceedings in good faith. Further, that the process of demarcation and subdivision was concluded way back in the year, 2012, and the complaints raised by any member were deliberated on and settled. Further, that it is not correct that they refused to disclose the details of the persons who had been allocated land in Siana B, and that this is an issue that has been brought up 10 years later. Further, he deposed that Siana A and Siana B were amalgamated way back in the year 2008, and that a corrigendum letter was issued with the description of the boundaries, and as such, there is no area known as Siana B.
15. It was his deposition further that the management committee performed their duties in conformity to *the Constitution* of the Group Ranch, and that in the year 2012, the adjudication process ended. Further, he denied allocation of more than 35 acres, allocation to none members as some members sold their portions during the demarcation process, and that the titles were processed in the names of the purchasers. Further, that in their meetings with members, they deliberated on all the issues and updated the members of the progress of the adjudication process, and further, that the private surveyor was legally contracted to undertake the survey work. Further, he deposed that the parcels of land which were left blank have been identified and allocated to genuine beneficiaries and the 12th respondent purchased the parcels of land from the members who had been allocated the land. Further, that the 2nd respondent also purchased land from other members of the Group Ranch as attested to by the agreements, and it is suspect why the petitioners are raising the complaints 6 years later.
16. According to the 1st respondent, the land DLASO endorsed the area allocation list from parcels nos. 149 to 4013, and that the list reflects an accurate position of what transpired on the ground. Further, that members could request to be allocated different parcels of land of different sizes in different areas all totaling 35 acres which made the parcels to be split into separate titles of various sizes. Further, that the issue of the boundary between Maasai Mara Game Reserve and Siana Group Ranch is settled and that they were elected as group representatives when the boundaries had already been demarcated.
17. The 1st respondent deposed that there were no irregularities in allocation of parcels in Siana as all the parcels made for public utilities were set aside. That the parcels set aside as trading centres were registered in the names of the chairman, secretary and treasurer only as trustees on behalf of the other members, and that they had nothing to do with the creation of additional new group ranches. Further, that the discrepancies in the allocation area list, green cards and the register of members is not correct as the same complaints had been raised earlier, and the DLASO confirmed that the subdivision was properly done. Further, that the Group Ranch has never operated any bank account, and all the payments for processing of titles were paid directly by individual members to the surveyor who was contracted to undertake the process. He deposed that all the complaints raised by the petitioners were addressed in a letter dated 14th March, 2019, and that the issues raised in the petition were dealt with and sorted out by the year 2013.
18. The 1st respondent deposed that the petition has been brought 9 years after the conclusion of the process, and that some of the members have already sold their parcels of land, some have developed and the plots in the trading centre have also been constructed. He deposed that the petitioners are guilty of laches, and that it is not fair to reopen a process that was completed a long time ago.



19. The 14th, 15th, 16th and 17th respondents filed their reply to the petition dated 28th April, 2023. While denying the contents of the petition as contended in most paragraphs, the 14th to 17th respondents denied that the constitutional provisions set out under paragraphs 11 to 16 of the petition have been violated and they invited strict proof. They stated that they are strangers to paragraphs 30, 31 and 32 of the petition, and admitted the contents of paragraph 33 to the extent that vide a letter by the 11th respondent, the 14th respondent was informed that the subdivision of Siana Group Ranch had been completed, and that the relevant documents relating to the subdivision for approval were forwarded. The 14th to 17th respondents denied that the petitioners are entitled to the prayers sought in the petition, and invited strict proof thereof.
20. The 1st, 2nd, 3rd, 4th, 7th, 8th and 10th respondents filed a supplementary affidavit sworn on 11th May, 2023 by the 1st respondent. In his affidavit, the 1st respondent reiterated the contents of his replying affidavit sworn on 8th May, 2023, and further reiterated that on 30th June, 2010, the members of Siana Group Ranch held a meeting where they formed Siana Group Ranch and elected the group representatives. Further, that another meeting was held on 29th June, 2011 where the DLASO cautioned members against selling their share of land through unauthorized procedure. Further, he deposed that an annual meeting was held on 4th July 2012 where various issues were discussed including the modalities of subdivision of the conservancy, wildlife poaching and election of the conservancy management.
21. The 1st respondent further deposed that in a letter dated 14th March, 2019, they responded to various allegations raised in the letter dated 14th February, 2019. He deposed that in answer to the allegations raised in the letters dated 21st March, 2019, 25th April, 2019 and 28th May, 2019, the petitioners are actuated by malice, ulterior motives, bad faith and selfishness which are prejudicial to other members and innocent purchasers for value all of whom have legitimate right to get their titles. He deposed that the petitioners were allocated their rightful shares of the land as members and all of them have picked their title and some have even charged it, subdivided the same to sell to third parties.
22. The 1st respondent deposed that all the legal provisions on substantive matter and applicable procedures for allocation and issuance of titles were strictly complied, and that all the disputes satisfactorily resolved to the satisfaction of any affected member.
23. The petitioners' case proceeded for hearing on 25th January, 2023. Leleto Kararei (PW1) adopted his supporting affidavit dated 27th May, 2019, further affidavit dated 6th June, 2022 and the witness statement dated 6th June, 2022 as his evidence in chief. He also produced the documents contained in the list of documents in volume 1 and 2 dated 25th January, 2022 as P. Exhibit Nos. 1 to 43 respectively. He stated that he is a member of Siana Group Ranch, which has 3509 members, and that his membership number as per the register of members is 1642.
24. He stated that the 1st meeting for the formation of Siana Group Ranch was held on 30th June, 2010, and attended by 1600 members. That in the meeting, there was Siana A and B, the members approved/verified *the constitution* of Siana, and that they elected a committee comprised of 10 members, who included Kilesi, Sayiaton, Dickson Letuso, Lepapa Nchoe, Kaninge Nkoiliko, Ntopoi Lesis (5th respondent), Yiale, Silantoi, Sankai Lorokipa, Tome. It was his evidence that the committee was supposed to be in the office for 3 years upon which fresh election were to be held.
25. PW1 testified that Siana B is in Maasai Mara Game Reserve, and that in the year 2009, he heard of Siana B Group Ranch which had been amalgamated with Siana A. His complaint regarding Siana B is that he does not know of anyone who had been allocated land there as the committee members did not inform them about the beneficiaries of Siana B, and that they also held the area list from them. Further, he testified that as per *the constitution*, they were to share land in the Group Ranch equally.



- Further, that a general meeting was supposed to be held whenever new members wished to join the group ranch, and that 65% of the members were to vote in favour of new members joining the same. That from the year 2010 to date, 3 general meetings were held the last one being in the year 2012.
26. Further, he stated that members requested for a general meeting but the committee declined to organize for one. It was his evidence that *the constitution* required members to get equal shares, but the committee members allocated to themselves larger portions of land. He stated that the 12th respondent carried out the survey, and while he is not a member, he ended up being allocated land. Further, he stated that public utilities were registered in the name of individuals with an example of a borehole which is registered in the name of the 1st and 3rd respondents, and a church, parcel no. 2539-Enkitoria Deliverance Church registered in the names of the committee members. Further, he stated that the trading centres are registered in the names of committee members, and that there was no approval to have the committee members registered as trustees of the trading centres. With regard to P. Exhibit No. 15, PW1 stated that there was land that was left unallocated which mostly involves Siana B, and in his opinion, a general meeting should be held so that allocation of this land can be done.
27. PW1 further testified that they did not agree on the formation of new group ranches that were allocated land within Siana Group Ranch, and that he does not know the membership of Osokonoi which was allocated parcel no. 3702. Further, that the green card for parcel no. 4019 is in the name of Mbolio Group Ranch whose members are not known, and that parcel no. 2477 is registered in the name of Enkutoto Group Ranch. He stated that there is Manyatta Group Ranch, Kishe Moruak and Lerok Group which benefitted from parcel 2540, 3948, 4018 respectively, and which members did not approve their creation. He testified that no government officer informed them that 5 new group ranches were to be formed within the group ranch.
28. PW1 further testified that there are members who were not allocated land, whereas it had been agreed that every member was to be allocated 35 to 40 acres, and 6 acres in the conservancy. In his case, he was allocated 28 acres, with no extra land to add up to 35 acres, and 6.5 acres in the conservancy. He further testified that there were parcels of land that were allocated to more than one person as evidenced in P. Exhibit No. 34, and that there are some of the green cards where there was double allocation of land. He stated that they requested the committee to call for a meeting so that they could discuss the problems but they were declined. Further, that they went to see the District Commissioner Lemek but the committee members declined to attend, and that they later learnt from Olulunga lands office that the committee had requested for authority to sub divided the land. He stated that they proceeded to the lands' office in Narok where they saw titles issued to non-members.
29. During cross examination on 2nd May, 2023, PW1 testified that a committee was elected to supervise the sub division of the land and that the 1st to 10th respondents were elected to the committee. He agreed that the members resolved to dissolve the group ranch. He stated that Siana A and B were combined and became Siana A, and that Siana B came into being vide gazette notice No. 145 of 20th January, 1984 after Maasai Mara gave some land to the group ranch. He agreed that on 14th November, 2008, the Land Adjudication and Settlement Officer (LAO) made an amended declaration, but he did not know whether the said declaration amended the one of 19th October, 2004. He did not know that the LAO has the mandate to amend a declaration, and neither did he know that the declaration describes the boundaries of Siana A. He confirmed that in the meeting of 31st July, 2009, the LAO informed them that Siana A and B were to be amalgamated.
30. With regard to subdivision of the land, PW1 confirmed that on 8th February, 2011, the 1st to 10th respondents applied for consent to sub divide from the Land Control Board. He stated that there was another general meeting held on 29th June, 2011, whose purpose was to advise them on the progress of



- the sub division of the group ranch, and that the committee indicated that they had sub divided Siana A and were in the process of sub dividing Siana B. He confirmed that there was another meeting held on 4th July, 2012, where the committee informed the members to collect their title deeds. He further testified that the register was not disclosed to them, and that the same was not displayed for inspection. He agreed that about five objections were raised, but he does not know how the LAO resolved the said objections. He confirmed that he visited the District lands office where he learnt that title deeds had been issued in respect of Siana A, and he could not be able to tell the number of members who have collected their title deeds.
31. In his case, he stated that he has a title deed for parcel number 2524. Further, that there is a list of the members who were left landless and that the officials gave land to their proxies. He stated that the articles breached by the respondents have been outlined in the petition. With regard to public utilities, he stated that they did not give the committee members to hold them in trust for the members.
 32. On further cross-examination, PW1 stated that the 15 petitioners who have thumb printed have given him authority to represent them. Whereas he is aware that the names of petitioners should be in the petition, he stated that their names are not in the petition because he and others represent them. He stated that they filed the petition on their own behalf and on behalf of 15 others and other residents of Siana which included all the oppressed residents of Siana. Further, he testified that he could not be able to confirm how the 18 petitioners did not get title deeds to their parcels of land, while the 3 petitioners named got their title deeds. Further, that he does not know if the petition shows that a majority of the 15 others do not have title deeds.
 33. PW1 further testified that the 1st to 10th respondents were officials of Siana Group Ranch, and he does not know if Siana can be sued on its own right. He stated that the committee did not hold general meetings during their operation, and that the meetings that the committee held were their own and with that of the group ranch. Further, that he was aware that any dispute arising before the Group Ranch was dissolved, ought to have gone to the District Magistrate's Court, and that they did file any dispute in the District Magistrate's Court, but one Kalet Naingesa filed a suit which he does not know the outcome, and he cannot confirm if he has a title deed.
 34. PW1 also stated that he was aware that before the Group Ranch was formed, they all lived on the land together. It was his testimony that he attended one meeting in the year 2000 where the DLASO by the name of Muriithi attended. He also confirmed that the DLASO was to facilitate the committee to issue title deeds to members, and in his case, he got 28 acres instead of 35. He said that he had not annexed copies of the title deeds of the other members, but that he was aware that the register showed individual members and the size of the land they were entitled to and that at that point, whoever was dissatisfied could file an objection. It was his testimony that he complained to the DLASO, but that he did not have a copy of the objection, and that the DLASO did not take any actions. He also did not know that he could also complain to the Minister after the DLASO declined to hear their complaint, and neither did he know that there was 60 days' period within which one could complain before the list was taken to the Lands Registrar.
 35. He said that he agreed to take the title deed for 28 acres to forestall the event of missing the entire land, and that he would like to be issued with 7 acres. He also agreed that the 2nd and 3rd petitioners could not get the land they were entitled to, and further, that none of the 15 others got their full allocation. He testified that one Kararei - a petitioner was expecting to get 35 acres but he has not been shown his parcel of land. With regard to P. Exhibit No. 30, PW1 stated that there are names of people who have been allocated land but the green cards read the names of different people including his brother, and that he did not have the authority of the 259 members in exhibit no. 30 to represent them. He was also aware that the original title for Siana was surrendered in order to facilitate the issuance of title deeds,



and that the Land Registrar issued title deeds under the Registered Land Act. He was also aware that a registered owner of land has rights under the Land Registration Act, and that once one gets a title deed where the correct procedure has been followed, ownership becomes individual and one cannot be said to be a member of the Group Ranch any longer. He was not aware that the Land Registrar stated that all the titles were issued and that some people have not collected theirs, and added that his issue was with the share allocated to them.

36. With regard to paragraph 81 of the petition on the accusations and unlawful actions of the 1st to 10th respondents, he stated that he did not lodge a complaint of mismanagement of the Group Ranch before the district magistrate court. On the issue of public trust, he stated that they had lost trust in the first three officials as well as the other committee members, and that he is aware that the other members have no faith or trust in the committee members. He informed the court that they were not able to call for any meeting as their meetings would be dispersed, but they reported the matter to the county commissioner who summoned all of them. He stated that Mr. Natembeya was not satisfied with what the committee was doing, and that he directed them to allocate people their due share at the time when the title deeds had already been issued. According to PW1, the committee members retained power even after the final list was taken to the lands' office. He stated that it was true that people were given land far from where they lived, and he was aware that one could at that stage lodge a complaint at the district magistrate's court.
37. PW1 stated that he was not aware that the record and the map were to be presented to the Land Registrar before title deeds could be issued, and whereas he attended all the 3 meetings, the procedures were never explained. Further, that in meeting which he attended on 29th June, 2011, the DLASO cautioned members against selling land before title deeds were issued, and he was not aware that one could sell land before title deeds were issued, and neither was he aware that some persons sold their entitled parcels of land and hence they got smaller portions than they were entitled to. He stated that he did not sue the non-members who were issued with title deeds, and agreed that the purchasers for value should not have their titles cancelled. He further stated that he was not aware that the committee members cannot do anything once the Land Registrar has issued title deeds. Further, that they wrote letters to the committee members requesting them to address their complaints, but they did not bring the said letters. He was aware of the letter dated 6th February, 2019 to the Director of Land Adjudication and Settlement who asked the committee to respond, and they did so vide the letter of 14th March, 2019, but he was not aware of the said letter (14th March, 2019).
38. PW1 was also not aware if the Director Land Adjudication and Settlement asked the Land Registrar to confirm if the allegations raised were true, and that the Land Registrar said that title deeds had been prepared and that some members could not collect them because of a court order. He stated that he was aware that the 1st to 3rd respondents were registered as trustees of trading centres. Further, that the chairman never showed them the plan of the market centres, and in his case, he does not have a plot at any market centre. He was not aware that the original title was returned so that individual members could be issued with title deeds, and the group ranches whose title deeds he would like to be cancelled are not before court. He stated that he would like other people to be appointed because the 10 people have served their term, and that the Group Ranch is still in existence even after it was dissolved in the year 2012. He stated that they have not brought this petition out of bad faith and they would like the list to be cancelled so that all the members can get their rightful share. He was not willing to surrender 28 acres.
39. On further cross-examination, PW1 testified that the 14th respondent allowed the committee members to commit the irregularities by swapping land parcels, and moving people from where they were residing. He stated that the 14th respondent did not direct the committee members to follow *the*



constitution of the Group Ranch in allocating land to members, and that he could not confirm if there is an article in the Group Ranch's constitution stating what the 14th respondent ought to do, as it is not a member of the group ranch. It was his testimony further that the 14th respondent was present when they adopted the constitution of the Group Ranch. Further, he stated that the 15th respondent backdated the production of title deeds, and also declined to comply with the court order, as the back dating came about after they sued him. Further, that the 15th respondent produced title deeds which did not tally with the area list. He gave the example of the title held by Kirisharie Karerei, but he could not confirm his parcel in the area list but the green cards read as parcel 603. According to the area list, parcel no. 603 is allocated to Musia yet it ought to have been allocated to karerei. He referred to P. Exhibit No. 15, and further stated that the corresponding green card is at page 451. He further stated that Kirisharie Karerei did not take any action against the anomaly, but has been relying on him, and that he is amongst the 18 petitioners.

40. PW1 further testified that there are many parcels of land where title deeds do not correspond with the area list, and the document that contains the authority to plead has the name of Kirisharie Karerei.
41. PW1 further stated that public utilities are registered in the name of the committee members such as Embiti borehole, which is parcel no. 462 registered in the name of persons who are holding it as trustees for Embiti trading centre.
42. On 29th June, 2023, and on further cross-examination, PW1 testified that he has been a member of the Group Ranch since its incorporation, and that he attended the meeting held on 30th June, 2010 where the 1st to 10th respondents were elected as committee members. He stated that they mandated the committee to subdivide the land, and that he knows the 11th respondent was appointed between the year 2010 and 2011 to carry out the surveyor work. It was his testimony that besides the surveyor work, they instructed him to process the title deeds for the members. He stated that Siana A bordered Maasai Mara Conservancy and it was amalgamated with Siana B. He later stated that Siana A was carved out of Maasai Mara, and that they were waiting for the committee to inform them if Siana A and Siana B had been amalgamated as the same was to be done by the surveyor. It was his testimony that the survey work is not yet complete because the committee members are still allocating land to people.
43. PW1 confirmed that he has his title deed which he collected from the surveyor, and that all the members also collected their title deeds from the surveyor. While referring to the minutes of 4th July, 2012, PW1 testified that the chairman of the committee advised members to sell land so that they could raise money to meet the surveyor's expenses, and that the members insisted on being shown their parcels of land before they could sell their land. He further stated that the surveyor was not a member of the Group Ranch. He agreed that some members of the Group Ranch have sold their parcels of land and he cannot be able to tell if some members have transferred their parcels of land to other people. He also agreed that some members who have title deeds have sold their land to non-members. In his case, he obtained his title deed on 20th April, 2015, and that he had complaint over the land but in the year 2019, he decided to file this suit.
44. On further cross-examination, PW1 testified that whereas he could confirm that he obtained his title deed around 2014/2015, he stated that he acquired the title as a result of the work done by the surveyor, and that he paid Kshs. 31,000/- to the surveyor so that his title deed could be processed. He further testified that the surveyor carried out his mandate in accordance with the directions of the committee, and he confirmed that the 14th respondent has no authority to include or exclude a member from the register. He further confirmed that they surveyor's work included preparation of the area list and he disagreed that the survey work ended in the year 2012. He further stated that Siana B bordered the Game Reserve, and he agreed that the adjudication officer published a notice that Siana A and



- Siana B had been amalgamated, but according to him, the surveyor did not carry out the subdivision in accordance with the notice.
45. He also knew that the notice was published in the year 2008, but that he did not oppose the notice in any forum. Whereas he paid the surveyor money for processing their title deeds, he was not satisfied with the survey work even though he obtained a title deed. It was his testimony that he complained to the chairman and the surveyor over the title deed which did not reflect what he was entitled to, but he did not return his title deed to the Land Registrar as a result of the anomaly. Further, he stated that there is a possibility that the surveyor did not comply with the constitution of the Group Ranch while he was carrying out his work.
 46. PW1 further stated that the work of the surveyor included showing the land owners their boundaries as provided under the Land Adjudication Act. He agreed that the surveyor handed over his documents to the DLASO and he does not know if he handed over the same documents to the Land Registrar. He agreed that according to the DLASO, the surveyor completed his work on 23rd April, 2012 and handed over the documents to the Land Registrar on 13th November, 2013, and that between 24th April, 2012 and 13th November, 2013, no objections had been filed, except this petition which was filed 7 years after the surveyor completed his work. He agreed that by this time, the 60 days period to file objections had long passed, and he could not be able to tell the number of persons who had collected their title deeds during that period, and that not all the members had collected their title deeds. He also agreed that a registered member is entitled to sell their parcels of land, and it was not true that a purchaser is included in the area list and is not included in the register.
 47. PW1 informed the court that while the surveyor's work is to point out the boundaries, he would use the register and the area list, and the purchaser would not be included in both. He stated that he would not want all the title deeds for Siana A to be cancelled.
 48. On re-examination, PW1 testified that the subdivision of the Group Ranch ought to have been in accordance with the law pertaining to group ranches. He stated that there was no notice that was published to notify the members of the completion of the subdivision to enable the members lodge objections, and that they were not granted the opportunity to inspect the adjudication record and the register to enable them lodge protests. PW1 stated that the committee members in conjunction with the surveyor, signed the transfer documents to enable them get the title deeds. It was his testimony that they have never received any report from the surveyor that he had completed his work. Regarding the corrigenda of 2008, PW1 testified that the surveyor did not point out the boundary between the Park and the Group Ranch, as that was the area where some people managed to get larger portions of land. With regard to amalgamation of Siana A and Siana B, PW1 testified that they were not shown the boundaries of the latter and neither were they supplied with any report concerning Siana B. Further, he stated that the committee did not issue a report of the title deeds so far issued to the members.
 49. PW1 informed the court that he has not sued Siana Group Ranch because it did not commit any mistake except its committee members that erred. According to him, the committee members did not follow the constitution of the Group Ranch. Further, that he has sued the surveyor for aiding some members to swap parcels of land and for allocating other members smaller parcels of land. Further, that he also failed to show the members the boundary between Siana B and Maasai Mara Game Reserve, and that he prepared a list that did not reflect the provisions of the law as he added new members. He stated that the surveyor ought to have prepared the area list in accordance with the law. He could not recall attending a meeting where they were informed that new persons would be included in the membership register, but they were informed of the members who had sold their parcels of land to non-members. He stated that the 15 petitioners have brought this petition on behalf of many others.



- He pointed out that the DLASO did not call for a meeting to notify them of completion of the survey and subdivision of the land, and neither were they served with a completion notice.
50. He stated that he got his title deed which shows that he missed out on getting seven acres. Further, that out of the original 3,500 members of the group ranch, some were not allocated land. With regard to the Land Registrar, PW1 testified that he continued to validate title deeds despite a court order, and prior to that, the Land Registrar issued title deeds that did not reflect the persons entitled to them. That as members of the Group Ranch, they did not agree on how the title deeds for the trading centres were to be issued, and that they did not get any area list for the trading centres. It was his testimony further that the chairman of the Group Ranch is registered as the holder of the trading centres. He recalled parcel no. 603 for Kirishiyae Kararei, his elder brother, was allocated to Ole Matai whom he does not know.
51. PW1 further testified that in the meeting held on 4th July, 2012, the members resolved not to sell their parcels of land until they were shown their respective parcels of land. Further, that he was not shown the adjudication map and the adjudication record. He stated that he came to know that he had been allocated a lesser parcel of land after he was issued with a title deed. He stated that *the constitution* of the Group Ranch required that they be informed of whatever was happening after one year but they have never had any meeting since the year 2012. Further, that they were not informed if the Group Ranch had been dissolved. Whereas he would not like the title deeds to be cancelled, he would like those who got larger parcels of land to cede part of their land to those who did not get land. He further stated that he was not aware if the committee wrote to the Chief Adjudication and Settlement Officer to have the Group Ranch dissolved upon completion of their work, and neither did he get a copy of the letter dated 10th November, 2011 that shows that the adjudication exercise had been closed. Further, that no register was published for inspection by the members as stated in the letter, and that the register was published by the previous committee. It was his testimony that the letter does not show that they were to lodge objections, and also there is nothing to show that the DLASO had received the letter dated 10th November, 2010. With the evidence of PW1, the petitioners rested their case.
52. On 4th July, 2023, Kosiom Ole Lemurt (DW1) introduced himself as a surveyor and the 12th respondent. He testified that his role in the property known as Cis Mara/Siana A was to survey the Group Ranch way back on 13th, September, 2010. He informed the court that he was given the register of members which had 3513 members and a map. He adopted his witness statement dated 13th March, 2023, as his evidence in chief, and produced the map of the area i.e. Siana A and B as D. Ex. No. 1. He also produced a corrigendum to amalgamate Siana A and B dated 14th November, 2018 as D. Ex. No. 2, the consent to subdivide the land dated 17th February, 2011 as D. Exhibit No. 3. DW1 testified that he went ahead to sub divide the land, carried out the planning and beaconing of the land and finally, processed the title deeds for the members.
53. He stated that the amalgamation of Siana A and B was done after the latter was carved out from the Mara, and it comprised approximately 9000 acres. It was his testimony that the bigger chunk of it went to benefit Oldekesi Adjudication Section. Further, that Siana A was held in trust on behalf of the community by the defunct Narok County Council hence the term “Trust land”. Further, he stated that after registration of Siana A and B, one code name was adopted i.e. Siana A, and before the year 2010, both sections of Siana were amalgamated and this was in the year 2008. It was his testimony that when he was offered the job of sub dividing the land, there was only a map of Siana A, and that the previous Siana B is highly inhabited by the residents of the area because of such features as water and tourism, and that the biggest touch in Siana is by the edge of the park known as Oloolaimutia. It was also his testimony that Siana B is a 100% inhabited by the owners.



54. DW1 further informed the court that after he completed the work of planning and beaconing, he presented all the necessary documents to the DLASO, which included 84 copies of RIM maps, 3 leaves of mutation forms, copies of sub division consent, 3 copies of sub division scheme plan, 3 copies of the members area list, a copy of the payment amendment fees, and the application for the dissolution of the group and 3 copies of the allocation list. He stated that the DLASO was to forward those documents to the Land Registrar for the issuance of the title deeds. He stated that the area list consists of the area allocated and the parcel number, and that it was not his role to allocate land, as there was a 10 members' committee that was allocating land. He stated that it was his job was to record the members allocated land and to show the 4 beacons of the land belonging to the respective members. It was his testimony that he showed all the members their respective parcels of land.
55. DW1 further stated that it is possible for one to be in an area list and not to be in the members register, for the reason that in the process of sub division, new interest on land can come in i.e. someone may dispose off land and upon the availability of sale agreement before a lawyer, mutual agreement between the seller and the buyer, they had to effect the changes. In his case, he owns land in the area as a result of purchase through several sale agreements, and that the members who sold the land to him have never gone to court to state otherwise. He said that the buyers outnumber the sellers, and he proceeded to produce the sets of sale agreements and schedule of land sold as exhibit no. 4. Further, that the department of lands gave him accolades for finishing his work within 2 years, and that he has never received any complaint from the members about the work that he did, and only learnt about it 7 years later that there were some complaints.
56. DW1 further stated that before planning commenced, they asked the members if they were happy in selling their land, and they went around to adjudicate the interests of individual members. Further, that members could be allocated parcels of land across the Group Ranch, and the 1st petitioner requested to be allocated land where he had constructed. He pointed out that what they carried out is a general boundary survey and not fixed, and in a general boundary survey, there can be plus or minus 5 in computation error. He stated that everyone was to benefit by getting between 35 to 40 acres, and the 1st petitioner got a parcel of 29 acres and another one of 7 acres totaling around 36 acres.
57. On cross-examination, DW1 testified that he was contracted to carry out the work on 13th September, 2010, and that there are several agreements he was engaged in. That in the year 2002, he was involved in the perimeter marking which was to transit from trust land to adjudication land, and that before the year 2010, there were 148 small Group Ranches giving reason why the trust parcel is 149. It was his testimony that the members were to pay him directly; Kshs. 24,000/- for sub division and Kshs. 7,000/- for titling bringing a total of Kshs. 31,000/-. He said that he sub-divided Siana A and B as if it was one parcel of land, and that he could be able to tell the specific parcels that came out from Siana B. Whereas he had not done an area list of the members who benefited from Siana B, he knew a few of them. Further, that from the Group Ranch, a member would get 35 acres and 6 to 7 acres from the conservancy. He stated that the 1st petitioner got 29 acres from the Group Ranch and 7 acres from the conservancy, and that he did not fall short by 5 acres, as he was within the 36 acres.
58. DW1 agreed that members were to get land from the Group Ranch and in the conservancy as per the minutes of 29th June, 2011 - P.Exhibit No. 11, and minute number 7 of the minutes of the meeting held on 4th July, 2012. With regard to parcel number 1694 in the Group Ranch (P. Exhibit No. 15), PW1 said that it was allocated to Stanley Ole Ntutu whose size was 56/65 hectares, being approximately 150 acres. He further said that the particular member brought in sale agreements and he asked to be allocated land in the area before they started to sub divide land in the conservancy area. He also agreed that some members got bigger portions of land, but he did not have the documents to show that Stanley Ole



- Ntutu bought more land than the other members. He further said that there was a meeting held on December, 2010 where the members agreed to sub divide, and in Exhibit No. 6 which is the application for dissolution of the Group Ranch, the same is addressed to the Registrar of Group Ranches and dated 30th December, 2010. Further, that the application was granted as per P. Exhibit No. 7 which is a letter dated 17th June, 2011, addressed to the chairman of the Group Ranch. He agreed that the group representatives were required to prepare a report that the members had gotten their titles before the Group Ranch could finally be dissolved, but he was not involved in preparing such a report. He stated that he has not equally received such a report.
59. DW1 further agreed that they were required to apply for consent to sub divide 3612 portions as per P. Exhibit No. 8 which is the application to the Land Control Board Consent dated 8th February, 2011. He agreed that the letter of consent (P. Exhibit No. 9) was issued to sub divide 3612 parcels from Cis Mara/Siana A1, and as per P. Ex. No. 10, the acreage of the land was 61903 hectares. Further, that there was an amended consent to sub divide, which reflect the changes in the portions from 3612 to 4001 parcels produced as P. Exhibit No. 8 3(b). He also prepared an area list as per minute number 3 (P.Exhibit No. 11), and the DLASO cautioned the members against sub dividing and selling land without following the law. It was his testimony that the area list was prepared by the chairman's office together with his office, and that the demarcation officer was also involved in preparing the same. He added that he was guided by the Group Ranch's register, and that every member must have been allocated land. Further, that none of the members has ever reported that they were not allocated land.
60. DW1 went on to say that was involved in preparing the area list certified by the DLASO as contained in P. Exhibit nos. 15 and 16 which he submitted together with other documents to the DLASO vide the letter dated 23rd January, 2012 who in turn transmitted it to the District Land Registrar as per the letter dated 3rd May, 2012. He said that the parcels were left out in case someone was genuinely left out from the register. Further, that he did not receive additional list of new members.
61. He identified the contents of the letter in P. Ex. No. 19, dated 25th September, 2013, written by the Provincial Surveyor, and addressed to the District Surveyor regarding several complaints. He further acknowledged the letter in P. Exhibit No. 20 written by Siana Group Ranch which is an indemnity letter. He acknowledged the letter dated 7th October, 2013 produced as P. Exhibit No. 21 which was from his office. With regard to P. Exhibit No. 22 which is a letter dated 10th October, 2013, DW1 stated that the DLASO relayed the same information to the District Surveyor explaining 122 parcels. Further, that P. Ex. No. 23, is the final allocation that was used to allocate 122 parcels, and that the 1st respondent is the first beneficiary, and not on the buyers and sellers list. It was his testimony that there is another list that he missed, and that in his own letter, he did not include the 1st respondent.
62. For parcel nos. 4014, 4015 and 4017 he identified the beneficiaries as the 1st and 2nd respondents, who were not on the list that he forwarded of the buyers and sellers. He testified that the list that he forwarded to the DLASO and the list that was used to process the title is one and the same. DW1 disagreed with the suggestion that different people benefited from the land apart from the ones who were in the area list.
63. With regard to the conservancy's parcel no. 2489, DW1 stated that each member was supposed to get around 6 or 7 acres. Further, that he prepared the area allocation list for the conservancy as per P. Ex. No. 17. He stated that his advocate may not have filed the allocation list for the conservancy, and that in the conservation area, they had some public utilities plots. He stated that it was up to the committee to indicate where public utilities were to be sited which explains why some parcels are blank. With regard to parcel numbers 7712, 7711, and 7709 whose beneficiaries are Parsena Soli, Parmalais Sena and the 2nd respondent, DW1 stated that he was not sure if the blank parcels went to public utilities. He admitted



- that the title deeds were issued on first come basis, and that he would prepare the transfer letters and issue receipts to those who paid for titles. He added that the chairman, secretary and treasurer would also sign the transfer forms and present the same to the Land Registrar. Whereas he knew how Group Ranches operate, DW1 testified that the DLASO did not supply him with the adjudication record, and that there was no adjudication record to inspect. He also did not receive a completion notice from the DLASO, and neither did he see any notice from the DLASO inviting comments from the members.
64. DW1 further testified that in the letter dated 10th November, 2010 addressed to DLASO, there is no indication for members to raise objection within 60 days. He testified that the public utilities i.e. schools, dispensary, clinic, church, and trading centres were registered in the names of the officials as trustees, such as parcel nos. 2654, 2751,3321, 2339, 2539,2852 and that could be a typing error. He admitted there is no indication of trustees in the titles.
 65. Further cross-examination proceeded on 17th July, 2023. DW1 informed the court that for parcels no. 638, 1879, 1735 which are public schools, the title deeds may have been collected by the representatives of the schools. With regard to the conservancy, DW1 testified that he prepared an area list for one trading centre, and that the area list for over 10 trading centres has not been prepared. Further reference was made to parcel nos. 971, 1052, 1585, 3477, 3639, 3925, 462, and 2472, which are trading centres, and are registered in the names of individuals as trustees. He attributed the same to a typing error on the area list with no evidence explaining the error. It was his testimony that the committee and the DLASO decided to have the trading centres registered in the names of the three committee members. He agreed that if there was subdivision, the same will issue in the name of the title holder as opposed to that of a trading centre.
 66. DW1 further testified that he did not have a single green card for Oloolaimutia Trading Centre, and that individual title deeds came out in the names of the beneficiaries. It was further his evidence that they prepared the area list based on the persons who had been identified, and signed transfer forms from the trustees to the individual beneficiaries. He agreed that a new chairman could not sign the transfer forms alone, and that the secretary and treasurer ought to sign as well. With regard to the letters of allotment for Kashemuruak Trading Centre, DW1 testified that they are interim allocation and the allottees have been allowed to proceed with developments pending proper registration. He stated that the committee members had the discretion to decide on who to allocate land. He testified that Sekenani Trading Centre was registered as such in parcel no. 1714 and that it was for the other trading centres to be registered in the same procedure as Sekenani Trading Centre.
 67. On the question of personal ownership of land in the Group Ranch, DW1 testified that he is not a member of the Group Ranch, and that he owns about 300 acres which he purchased various acreages from Mpakesho, Leposo, Kipose, Rokonga Sayagie, Titemet, Paramatai Ole Tome, Nkoibo Ole Karia and Kimaru. He testified that the list of buyers was submitted to the DLASO for approval. He agreed that parcels nos. 149, 821, 1445, 3185, 4017, 5794, 5816, and 5837, in the conservancy whose size totals to 275 acres are registered in his name. His explanation was that the difference between 140 acres and 275 acres is because he did not bring all the sale agreements to the court. For the blank parcels, DW1 testified that he did not receive an additional area list from the committee for the blank parcels. For parcel no. 7712 issued to Passiana Solio, he stated that he could not remember who facilitated the processing of the title deed, and that there were pockets of private registered form No. 1 to 148 and hence registration Cis Mara/Siana shares with 149.
 68. With regard to parcel no. 3702, he stated that the registered owner is Osokonoi Camp, and that one of the beneficiaries is the father to the 1st petitioner. He also recalled seeing a certificate of incorporation for Osokonoi Group Ranch, but he did not bring the same to court. With regard to parcel no. 2540, the same is registered in the names of Samson Macheru Yenko, Kilesi Sayaton, Ole Ranari Yenko, Peter



Maripe Nkoile and Yenke ene Solio who are the members of the group ranch. For parcel no. 3948, he stated that the same is registered in the name of Kishemoruak Group Ranch, and he did not have its certificate of incorporation. He further agreed that the same applied with parcel no. 1419 registered in the name of Mbolio Group Ranch. The green card on page 792 is registered in the same Group Ranch. For parcel no. 4018, he said that it is registered in the names of Kilesi Sayaton, Evans Nchoe, Korion and Dickson Lelosa, and the beneficiaries are Lewis Mpoe, Peter Sankae, Sosio Silantoi.

69. DW1 testified that the 5 Group Ranches did not avail their certificates of incorporation for transfer to be effected, and disagreed with the suggestion that they were irregularly allocated land. He maintained that all the registered members were allocated land in Siana. While referring to P. Exhibit No. 29 and 30, DW1 said that the first person who was not allocated land was Loinyo Twarari, and that in the conservancy, he was allocated parcel number 5493 which was 2.8 hectares. According to the members register, Loinyo Twarari is member number 19, and he said that the people who appear in the area list sold all their shares. For parcel no. 219 (P. Exhibit no. 30), DW1 said that in the area list, the beneficiary is Molonet Ole Sankoi, while the green card shows the 1st respondent as the owner. It was his testimony that Motonket Ole Sankor sold the land to the 1st respondent.
70. Further, that parcel no. 603 was in the name of Kirisia Ole Kararei while the registered owner in the green card is Musia Matani. Parcel no. 2340 was allocated to Musanchaka Ole Mukuti in the area list, but registered in the name of Suyanka Sayaton. In all these, he stated that the members sold their shares but he did not have a copies of their sale agreements. The same case applied with parcel no. 2423 allocated to Tari Ole Nacha and registered in the names Kamwaro Sayaton and Ntaloi Ole Ntutu, parcel no. 3980 allocated to Riano Ole Noyo but registered in the name of Lukanyai Sanatoni.
71. DW1 further agreed that he prepared a list of people who were allocated land but with less acreage (Exhibit No. 21) and that the people in exhibit number 31 are not in his exhibit number 21. It was further his testimony that it was impossible to balance so that each member could get 41 acres because of the terrain of the area. He stated that the committee and the DLASO advised that the land allocated to members near the rivers and towns should be less. He did not have the evidence to show that the 80 people in the list were allocate land in areas that were near rivers or trading centres.
72. DW1 could not recall a case of a non-member being allocated land without buying it i.e. parcel no. 150 allocated to Kimotonge George, parcel 151 allocated to Dikirr Gideon, parcel no. 6306,6209,6228,6237,6241 in the conservancy allocated to Dikirr Gedion. DW1 said that whereas they were not members, they purchased land from members, but he did not have copies of their sale agreements.
73. He also stated that he did not know of any case concerning issuance of two title deeds regarding one parcel of land. For example, parcel no. 470 is registered in the name of Lemanta Ole Nkoile as per the area list, and in the green card, the registered owner is Lemanta Ole Nkoile. Also, that for this parcel of land, the registered owner is Lekiswa Ole Njabit. It was his testimony that the title deed held by Lemanta was issued on 11th June, 2012, and that the area list would show who was lawfully issued with the title deed. He further stated that the chairman was called by the Land Registrar to assist in the realigning of the title deeds to the area list. Further, he said that the Land Registrar prepared the green cards on a case by case basis, and according to him, not all the green cards have been processed since there are people who have not paid his fees. While being referred to P. Ex. No. 35, DW1 testified that the over 400 cases in the list will eventually have their green cards processed, and that non-processing of the green cards is not intentional. He stated that the DLASO does not have power to cancel title deeds, and that those who have complained of being allocated less acreage have been settled by the chairman.



74. On re-examination, DW1 stated that he is a licensed surveyor, and that he was contracted in the year 2010 to participate in the sub division of the Group Ranch. He testified that when he was sub dividing the area, he did it as one unit as it had ben amalgamated in the year 2009. He testified that Stanley Ole Ntutu purchased some land, and that his parcel is not part of this suit, and neither is he a party to this suit. He stated that he obtained consent for the sub division of the Group Ranch, and that he came across members selling their land before the sub division. He testified that once the agreement between a purchaser and seller was brought to their attention, they would take care of it during sub division, and the purchaser would be allocated the acreage that he had acquired. Further, that the purchaser's name would appear in the final allocation list. It was his testimony that no member complained to him that he had sub divided their parcels of land without authority.
75. Further, he said that the process of sub division of the trading centres had not been finalized on the advice of the District Land Registrar and the DLASO, and that any un-subdivided land would be registered in the names of the Group Ranch officials to hold in trust for other members. Further, that parcel number 3321 marked for Oloisi Health Centre had its own number, and the allocation to one Kipirash was an error. He stated that the rectification was done by allocating parcel No. 3318 to the health centre. For parcel no. 2529, he stated that there was a dispute over this parcel of land, and it was resolved amicably. Further, that he set aside more than 10 trading centres, which were registered in the names of the 3 officials of the Group Ranch for the benefit of the members. With regard to Oloolaimutia, he said that they allocated over 70% to the rightful owners and they issued title deeds before an order of injunction was issued.
76. DW1 further said that Oloosekin primary school was allocated a hilly place and they exchanged it with Ripoi Tourism centre which was on a flat area. It was his testimony that the parents are the ones who requested for re-allocation of the two. He added that he had no power to allocate land to members, and that he carried out his mandate well and he did not contravene *the Constitution*. Further, that he was paid his fees by individual land owners, and that it is not within his mandate to issue title deeds, except to process the documents leading to issuance of title deeds by the District Land Registrar. He went to say that there are a few title deeds which are yet to be collected from the lands' office. It was his testimony that there was inspection of the register by the members in order to confirm if their particulars were properly captured, and that everybody in the register had to get land.
77. DW1 testified that the register is different from the area list, and that his role was to ensure that buyers got land that they purchased. It was his testimony that the purchasers would appear in the final allocation list, and that a members' name is in the register and allocation list as well, but a purchaser's name cannot be in the members' register. He stated that Sekenani was initially allocated parcel no. 1709, and later sub divided into two to produce parcels for the primary school and a girls' secondary school. According to him, this was done by the committee without involving him. Further, that the chairman, secretary and treasurer are the caretaker committee since the Group Ranch has been dissolved to facilitate the signing of documents, and that they have no power to call for meeting. For Sekenani trading center, he stated that it was set aside by the County Council itself, and that the centre existed before they commenced their work.
78. He testified that the letters of allotment were issued by the committee to show that the allottees had shares in the trading centres pending issuance of title deeds. He agreed that he owns land in the area, and that he purchased the land vide sale agreements which are before the court. He also said that the committee is responsible for the parcels that were blank, and that the Group Ranch is near the park whose source of livelihood is tourism. It was his testimony that a group of people would request to be allocated tourism sites without certificates of incorporation, and that Mbolio Group Ranch



and Enkututo Osinani which existed before, are not part of this suit. Further, that Osokoni campsite belongs to the father of the 1st petitioner, and that it was an entity before they moved in.

79. With regard to exhibits nos. 29 and 30 (persons who were not allocated land), DW1 testified that there is no complaint that the petitioners were not allocated land, and that none of the members have ever complained of missing out on land allocation. Further, he said that the over 200 people who are said not to have been allocated land are not petitioners in this case. According to him, one would have less acreage based on high potential and less potential areas, and in high potential areas terrain like near a river or a trading centre, one would get less acreage. He stated that Gideon Dikirr who is deceased is a purchaser, and not a party to this suit, and that the parcel no. 470 whose title is in the names of Lekiswa Ole Njapit and Ole Nkoile Lemada was a typing error which was corrected by the committee. He testified that green cards are opened by the District Land Registrar who also issues title deeds. He also said that some members had been issued less parcels of land, but the same was clarified.
80. On 30th October, 2023, Kilesi Ole Sayaton (DW2) testified that together with the 2nd, 3rd, 4th, 7th, 8th and 10th respondents, they were members of committee that oversaw the subdivision of land amongst the members of the Group Ranch. He adopted his affidavits sworn on 8th May, 2023 and 11th May, 2023, and his witness statement dated 30th June, 2023 as his evidence before the court. He also produced the documents no. 1 to 16 in the list of documents dated 15th March, 2023 as D. Exhibit Nos.5 to 20 respectively, and D. Exhibit No. 21 to 28 contained in his affidavit. DW2 testified that they were elected in the year 2010 when the adjudication register had been closed. He said that their role thereafter was to facilitate the issuance of title documents and to admit children of members as members. He said that there were a few title deeds that were issued by the previous committee and that they contracted the surveyor who carried out the survey exercise and issued the title deeds. He testified that the DLASO attended most of their meetings, and that he was the one who guided them on the procedure required. Further, that he also attended the meeting where a resolution was passed to dissolve the Group Ranch. He went on to say that (DW1) was the surveyor who carried out the survey exercise, and that he did so as per their instructions.
81. DW2 said that no one expressed dissatisfaction on the work that the surveyor had carried out, and that no one complained of having not been allocated land. He added that members were given the chance to inspect the register and no one complained, and that some members sold their parcels of land. It was his testimony that the members who sold their parcels brought the purchasers to their office in Laimutia and Narok. He testified that the DLASO as well as the committee had advised the members not to sell their parcels of land but they did not heed their advice, and that the committed had no choice but to act as per the agreements that were brought to them. It was his testimony that there is no land that remains unallocated, and that whatever is remaining is for members who are yet to acquire their title deeds from the lands' office.
82. DW2 further said that their committee remained in office for purposes of signing the necessary documents, and that they have no power over land that has already been allocated to the members. He testified that those who bought land purchased the same from members who had been allocated land, and he cannot act for the sellers. He said that there were people who went to his office to complain about not being allocated land and the committee resolved the issues raised. He admitted that there are parcels that are registered in their names, i.e. public centres, schools and health centres which have their own registration numbers. Further, that they have surrendered some title deeds for centers so that the owners of the plots could be issued title deeds. He said that the plots in those centres were allocated before they were elected. DW2 informed the court that the Group Ranch was dissolved, and that there is no Siana Group Ranch, and as such the land in question is private land. He said that the difference between the area list and the register is due to those purchased land, as the register contains members



- names while the area list contains the names both members and those who purchased from members. He said that he knew the 1st petitioner, and it was his testimony that the 1st petitioner was allocated land.
83. On cross-examination, DW2 testified that he is the chairman of the committee, having been elected in the year 2010, as per P. Ex. No. 1 dated 30th June, 2010. He informed the court that they were issued with *the constitution* to guide them, and that *the constitution* of the Group Ranch was primarily for the conservancy which they duly followed. He reiterated that by the time they were elected, the register of members had been closed, and that the register which contains 3509 members produced by the petitioners as P. Exhibit No. 1 is correct. He said that no new members were admitted apart from those who were members, and that more than 3509 people got land, which included those who purchased land from members. It was his testimony that there were members who sold their parcels of land even before they were allocated land. Further, that when they proposed the register, they also proposed the acreage that each member was to be allocated.
84. DW2 further agreed that there was a meeting held on 15th December, 2010, as per P. Exhibit No.7, and he also agreed that they had the trading centres registered in their names as trustees. Further, that they resolved in the meeting of December, 2010 that the Group Ranch's land be sub divided, and the DLASO was the one who advised them to have the trading centres registered in their names as trustees, and that the members also gave them the authority as well. He further testified that they could not hold other meetings after the Group Ranch was dissolved, and that the members were informed the acreage each member was to be allocated and what was to be reserved for public utilities. That in the meeting held in December, 2010, it was resolved that the land be subdivided, and he does not remember if they had appointed a surveyor. On being shown P. Exhibit No. 11 which was the meeting held on 26th November, 2011, DW2 agreed that they had another meeting where the members were cautioned by the DLASO against selling their land without following the procedure. According to him, this meeting was probably to do with the conservancy. With regard to P. Exhibit No. 2 which are the minutes of the meeting held on 4th July, 2012, he said that he was the chairman in the year 2012, and that in that meeting, he informed members that each member would get 35 to 40 acres. It was his testimony that he is yet to finish his work, as he still signs transfer documents. Further, he said that he did not organize for any other meeting after the year 2012, and that there is no vacant land.
85. DW2 further testified that before the sub division of the Group Ranch, the title was registered as Cis Mara/Siana/1. He agreed that they were to sub divide the land equally, and pointed out that it was not possible for the land that was allocated to the members to be equal. He said that he does not remember the least acreage that was allocated to each member. According to him, the 35 acres included members' entitlement in the conservancy where they got 6 to 6.5 acres. He said that DW1 was allocated 7 acres within the conservancy, and it was his testimony that they allocated those who complained of having been allocated more land after they complained. However, he did not bring any report in court to show that they allocated more land to those who had less land. While being aware of his role and that of the secretary and the treasurer, he admitted that *the constitution* mandated the committee to remain in office for 3 years and pointed out that the Group Ranch was dissolved before 3 years were over.
86. DW2 testified that Siana B was consolidated with Siana A before the register was closed as per P. Ex. No. 3. Further, that each member was entitled to 6 to 6.5 acres, and that there were members who got 8 acres and others below 6 acres. He did not know of anyone who got more than 10 acres. He said that parcel no. 1694 is not in the conservancy, and that Stanley Ntutu bought 150 acres from several people, and the letter showed him the sale agreements. Whereas they wrote to the Registrar of the Group Ranches requesting to be allowed to dissolve the group ranch as per P. Ex. No. 6 dated 30th December, 2010, he added that there must have been a letter authorizing them to proceed with their work. He agreed that the letter dated 17th June, 2021 allowed them remain in office as a committee until each and every



- member was allocated their land, and that every member was allocated their land. According to him, the committee was going to be dissolved once every member was issued with title deed, and that there are some members who are yet to be issued with the title deeds because of this petition.
87. DW2 further testified that they got the necessary consent from the Land Control Board as per P. Ex. No. 8 with regard to 3612 portions including public utilities, and that they instructed DW1 to sub divide land. He also said that they prepared the area allocation list in conjunction with the surveyor, and that the committee would decide where a member would be allocated land. He pointed out that the area allocation list includes those who bought land from the members, and that the mutation forms and other documents were prepared by the surveyor, and that if there are defects, the surveyor is to answer for it. He said that he did not hear the surveyor (DW1) tell the court that there were 122 parcels of land that do not have owners, but he knew that parcel no. 249 is in the name of DW1. On being shown the undated letter in P. Exhibit No. 23, DW2 said that the letter concerns those who had less acreage and had to be allocated more land. In his case, he was allocated 35 acres, and that his name is in the annexed list of persons who got extra land, as he bought the land from several people. Whereas he did not bring the sale agreements to the court, it was his testimony that parcel no. 4015 is in the name of Dickson Lelona, who bought the land from Lepose and other families, and that he bought parcel no. 4017.
88. On further cross-examination, DW2 could not remember the total acreage of land that he owns at Siana. He admitted to owning parcel nos. 158, 2504, 3194, 1705, 3636 and 1712 which are registered in his names. He also admitted that parcel nos. 1708 is registered in the names of Dickson Leturu, Kosium Ole Lemrut and Evans Ole Nchoe. He said that parcel no. 1695 is in the name of Dickson Letura, Peter Sankai, Nkaate Olel Nkoitoi and Kilesi Sayaton. He agreed that parcel no. 1823 is in his name and those of Sekenet Ole Lemrut and Dickson Letura. He also agreed that parcel no. 219 was allocated to Molonket Ole Sakoi who sold land to him. Further, that parcel no. 772 is in the name of Simiat Ole Tome, Mbili Sakolei and kosium Lemrut. With regard to parcel no. 2540 which is in the name of Manyatta Group Ranch, DW2 said that the land belongs to women, and that it was allocated to them. However, the green card shows that it was allocated to Samson Macheru, Kilesi Sayatun, Ole Parari Yenko, Peter Masipe Nkoile, Narikioko Ene Solio. He also said that parcel no. 3937 is in his name and those of Dickson Letura and Evans Nchoe. Further, that parcel no. 3959 was allocated to Evans Nchoe, himself and Sekeneti Lemrut.
89. DW2 testified that the total acreage of the parcels mentioned is 181.98 hectares equivalent to 450 acres. He agreed that the Group Ranch was to allocate him 35 acres, but that he has not brought the sale agreements for the parcels that he bought. He also agreed that they have not brought sale agreements for Evans Nchoe who has 400 acres, and Jackson Nkoituko a committee member who has 107 acres. DW2 further testified that they did not allocate land to any Group Ranch, and that there were some Group Ranches that had been issued with title deeds before they began sub division.
90. He further testified that parcel no. 3702 was allocated to Osokonoi Group Ranch which is a very old group ranch, and that he had the documentation from the previous committee. He added that there was Lurerok, an old Group Ranch, which was allocated parcel no. 4018. He said that the Group Ranches in question showed them certificates of incorporation before they allocated land to them. Further, that Mbolio Group Ranch was allocated parcel no. 4019 and it comprised of 20 people. He went on to say that Enkutoto Osinoni Group Ranch was allocated parcel no. 2477, Kishe Muruale Group Ranch was allocated parcel no. 3498, and that the members of those Group Ranches were also members of Siana Group Ranch. He said that with these group ranches, they did not give their members 35 acres, but he did not have documentation to prove it. He further said that the allocation list in P. Ex. No. 15 was prepared by the committee and they used the register to compile the allocation



list, and that whoever was in the register was allocated land. He added that no one missed out on the allocation, and that after preparing all the relevant books, they handed over the same to DLASO who in turn gave it to the Land Registrar. It was his testimony that together with the treasurer and secretary, they would sign the transfer forms, and he did not know of any other document that the surveyor would issue to the allottees except the transfer forms.

91. DW2 further testified that the maps were published within Siana, and land meant for public use were registered in the name of the entities concerned. With regard to parcel no. 2654 allocated to Olosekeni primary school, he said that same is in the name of Mopel Sururu 5 acres, Sikampe Lepope - 6 acres, Sempui Lekulit - 5 acres, Michael Sumat - 6 acres and John Njapit - unnamed acres. He testified that the parcel of land allocated to the school was found to be in a hilly area, and that the school was given a suitable area and was built using CDF funds. Further, that parcel no. 3321 is allocated to Olosiri clinic, but the green card shows that the owner is Kipirash Ole Lekeine. He said that the hospital had been given double allocation resulting in the clinic getting somebody's parcel. He went to say that parcel number 2539 was allocated to Enkitoria Deliverance Church which is registered in his names and others. He could not remember the Church's parcel of land off head.
92. With regard to Megwara, Losho, Iidongisho, Oloriri Kishemuruak, Empopongi and Empiti trading centres, DW2 agreed that the SAID trading centres are registered in his names and those of the 2nd and 3rd respondents as trustees. He revealed that he did so on the advice of DLASO, and that there were minutes where the members of the Group Ranch allowed them to be registered as trustees of the trading centres in question. He said that he knew of Sekenani trading centre which was under the defunct County Council and this explains why the parcel is in its name. He also said that there is an area list for the conservancy where allocation has been done and that he did not have the area list for the Trading Centres. He further testified that the owners of plots in Ololaimutia have title deeds, and that he is the one who signs the transfer for the said plots. He said that in case he is not the chairman, the government will issue directions on how transfer of the plots in question will be done.
93. With regard to the area list for the conservancy, DW2 said that there were no names of the allottees on some parcels of land at the time of preparation of the area list, but that they finally allocated the land to those who may have missed out. While being referred to P. Exhibit No. 29 and 30, DW2 testified that the persons in the said list who are alleged to have missed out on land allocation have never complained to him, and that the list was sent to the Director of Land Adjudication in Nairobi and that directions were issued to them to confirm if there were people who were not allocated land. Further, that P. exhibit no. 31 shows that they compensated those who had been allocated smaller parcels of land. According to him, there were less than 20 people who complained even though he could not remember their names. However, he said that those who had genuine claims were compensated. He went on to say that those who got large portions of land had bought them, even though he did not have their sale agreements in court, and that the non-members who got parcels of land, bought them from members and he did not have their agreements as well.
94. DW2 maintained that all the land in the Group Ranch was allocated to members, and that he was not aware of the allegation that there were parcels of land that remained unallocated. It was his testimony that once title deeds were issued, they indicated that the land had been allocated, and he admitted that indeed there were a few cases of double allocation which he complained to the County Commissioner who summoned the Land Registrar. He said that the trading centres have allotment letters, and the owners are waiting for their title deeds. Further, that the members took into consideration that the plots were not enough for the members, and that no one was allocated land unlawfully. He added that if there are members who were not allocated land, they are free to approach him for solution.



95. On re-examination, DW2 testified that they were issued with a certificate of incorporation, and the Group Ranch had its own constitution. He said that a register of members confirms names of members of the Group Ranch, and that the allocation list was for parcels of land and the numbers to be allocated to allottees. It was his testimony that the allocation list has more names than those in the members' register because members of the Group Ranch sold land to non-members. He reiterated that the members' register had 3509 members, and that members started selling their parcels of land when they learnt that each member was entitled to 35 acres. Further, that some members who sold their parcels would be allocated less than 35 acres, and that there were members who opted to allocate part of their land to children but in different parts of the Group Ranch.
96. He stated that the trading centres were registered in the names of the chairman, secretary and treasurer as trustees, and were not meant for their own use. Further, that Sekenani Trading Centre was in the hands of the defunct County Council long before the Group Ranch sub divided land to its members, and that the allocation of plots in Sekenani was done by the councilors. He testified that members of the Group Ranch expressed their wish to have trading centres created in various parts, and that whoever had the capacity to develop a plot within the trading centre could apply for one. He also said that there is no longer Siana Group Ranch, as it was dissolved and its title surrendered to the Land Registrar.
97. DW2 said that there is no room for election of a chairman of the non-existent group ranch. He also said that he did not bring the allocation list of those who were allocated plots in the trading centres because it was not demanded for. He said that members sold their parcels of land before demarcation was complete, and that no one has complained that they were not allocated land. He pointed out that there was a meeting on 29th June, 2011 where members indicated their wish to have individual parcels within the conservancy. He said that the conservancy is for tourism purposes and conservation of wildlife, and that each member was entitled to 6 acres within the conservation area. It was his testimony that they kept the members informed of what was happening in the Group Ranch after it was dissolved. He reiterated that Siana B and A were amalgamated into one, and reiterated Laimuka trading centre is in what used to be Siana B.
98. DW2 reiterated that he discharged his duty as chairman, that he did not grab any parcel of land, and that whatever he owns is what he bought. He testified that parcel no. 1694 was bought by Ntutu who is also not a party to this suit. Further, that the letter dated 17th June, 2021 in P. exhibit no. 7 authorized them to carry out sub division, and that the letter dated 30th December, 2010 in P. exhibit no. 6 authorized the dissolution of the Group Ranch. He testified that together with the surveyor and DLASO, they were involved in the preparation of the allocation list, and that they bought parcel nos. 4014, 4015 and 4017. Further, that the 400 acres that he owns was through purchase. He added that parcel no. 219 is allocated to Molonkel Ole Sabut who is the brother of his wife, and that he sold the land to him. He also said that Manyatta Group Ranch is a campsite, and that parcel no. 3025 at Empongongi is a trading centre, and that they could not issue a list of the allocation in the trading centres because of this case. He further said, that parcel number 3498 (Kishemuruak) has a campsite and a trading centre.
99. DW2 pointed out stated that the trustees sign transfer documents for the allottees of plots in the trading centres, and that the maps bearing parcel numbers were published within the Group Ranch. He stated that Olosekin Primary school had been allocated a hilly place, and that it was given a flat place in exchange. He also said that parcel no. 3321-Olosisi clinic/health centre borders the land of Kipirash Ole, and that there is community land in the area. He stated that Deliverance Church was allocated land, and that there was a mix up of the land allocated to it. He testified that they hold the trading centres in trust, and that there is no member of the Group Ranch who was not allocated land. He also said that the Land Registrar was the one who erroneously allocated one parcel of land to more than one person. With the close of the testimony of DW2, the 1st to 13th respondents rested their case.



100. On 11th April, 2024, Josephine Njeri Njoroge (DW3), the Sub County Land Adjudication and Settlement Officer for Narok South adopted her witness statement dated 28th April, 2023 as her evidence in chief. She produced the list of documents dated 28th April, 2023, and filed on 04th May, 2023 as D. exhibits nos. 29 to 36 respectively.
101. On cross-examination, DW3 testified she was not in court when the Group Ranch was incorporated. She identified P. ex no. 1 as the copy of the minutes of a meeting held on 30th June, 2010 which she certified. She confirmed that the agenda was adoption of the Group Ranch constitution and the election of group representatives where the 1st to 10th respondents were elected. She said that there have not been any other elections apart from the one that was held in the year 2010. She referred to D. ex. no.5 which is a certificate of incorporation issued to the elected group representatives, and stated that the meeting was presided over by the then DLASO, one Anthony Mureithi. With regard to P. Ex no.2 which is the register of members of Siana Group Ranch, she pointed out that she could not recall when the register was closed, but that ordinarily, the register ought to be closed before sub-division.
102. She testified that in P. ex no. 4, there was a meeting that was held on 31st July, 2009 that refers to a clean-up of the register. She explained that the same refers to the time of adjudication upon which it transited to a Group Ranch, and that ideally, the register of the Group Ranch had to be confirmed. She identified P. Ex no.5 which is *the constitution* of the Group Ranch constitution, and that it was her testimony that she does not record the minutes where new members were admitted. She further testified that after the dissolution of the Group Ranch, the Registrar of the Group Representatives directs that the officials who dissolved the Group Ranch remain in office, and that Dex.No.34 shows that the group representatives were to be dissolved after they have signed all the necessary documents that created sub-division of the land to issue to the individual members. She said that the latter does not refer to elections, and that the general meeting should be held at least once a year. She identified P. Ex. No. 11 being the minutes of the meeting held on 29th June, 2011, and that P. ex. no.12 are the minutes of the meeting held on 4th July, 2012. She said that she did not have the minutes from the year 2013 going forward, and that she never attended any general meeting after that.
103. DW3 identified P. ex. no. 6, as the application for dissolution of the Group Ranch dated 30th December, 2010 and signed by the group representatives. She testified that the group representatives were to be dissolved after transfer to all the members, and that they were to inform the Registrar of Group Representatives when that process was done so that he can dissolve the group representatives. She could not recall being copied with a letter indicating that the group representatives have signed the necessary documents transferring the created sub-divisions to individual members, and that she had none to date. She further testified that the surveyor who did the work was the 11th respondent. She identified the contents of the letter contained in PEX No.13 dated 23rd April, 2021, and testified that they were expected to check whether every member of the Group Ranch had been allocated 35 acres of land.
104. She identified the document and contents in P. Ex No.18 which is a letter from the DLASO to the District Land Registrar through the District Land Surveyor. She agreed that the DLASO confirmed that there were 40 parcels that were blank and genuine beneficiaries were to be allocated the said parcels. She further identified the letter contained in P. Ex. No.19 addressed to the District Surveyor Narok, authored by the Provincial Surveyor, Rift Valley Province. She said that the Provincial Surveyor queried 122 parcels that had not been accounted for. It was her testimony that the District Surveyor ought to have verified what the Provincial Surveyor was questioning.
105. DW3 also identified the letter contained in P. Ex. No.20 by the 3 officials of the Group Ranch addressed to the DLASO and 11th respondent. She said that the letter in question referred to a list of buyers and sellers and a list of members with less acreage. That whereas the letter is certified by her office, no sale



agreements were attached and the list of members did not refer to parcel numbers. She further said that she had not come across any record of the DLASO seeking further clarification. She identified the said letter contained in P. Ex. no.21 from the 11th respondent to the DLASO Narok South, dated 07th October, 2013 forwarding the details of the indemnity letter. She said that the same letter contains the list of buyers and seller and a list of people with less acreage. That in this letter, the surveyor did not refer to any parcel number and the subdivision.

106. She identified the letter in P. Ex No. 22 from the DLASO Narok to the District Surveyor dated 10th October, 2013 that relays the same information the DLASO got from the indemnity letter which was forwarded to the Provincial Surveyor. She further identified PEX No. 23 as the allocation list attached to the letter, after the Provincial Surveyor's questioned parcels number 4014 to 4135. She testified that she was not comfortable with the area list provided by the petitioners, and that she could be able to trace the area from her office if given time. She also said that in P. Ex no.23, the owner for parcel no. 4014 is DW2 as per the allocation list, that parcel no. 4015 is owned by the 2nd respondent, and that parcel no. 4016 is owned by the 3rd respondent. She said that the number of DW2, the 2nd respondent and 3rd respondent are not in the list of buyers either, and she did not know how her office approved the 3 persons to be owners of the said parcels of land. She could not able to confirm whether the people in her office genuinely verified the lists.
107. DW3 identified the area allocation list for Siana A in P. Ex. no. 5 certified by the District Land Registrar and her office and pointed out that it is the one that was used to allocate the titles. She also said that P. Ex. No.16 is the area list for the Group Ranch which was part of the documents used in the allocation. She added that P. Ex. No.17 is the allocation list for Siana Conservancy CIS Mara Siana A/2489, and certified by her office, was used for allocation of parcels of land in the conservancy. It was her testimony that it was agreed by members of the Group Ranch to set aside land for preservation of wildlife where members were to acquire 6 acres each, and that in the mainland, they were to get 35 acres. She was also aware that some parcels of land were earmarked for public utilities, and she said that if they were allocated to individuals, that would be wrong. She said that if there are trading centres in the Group Ranch, it will depend if they belong to the County Government or the community, and in case of the latter, the community would subdivide them upon agreement.
108. DW3 testified that parcel no. 971 is registered in the names of the 1st, 2nd and 3rd respondents as trustees of Meguarra Trading Centre. She added that if the registration was done on the advice of the DLASO, that was proper so long as they agreed with the community on how to allocate the land. She was not aware of the law in case any of the trustees passes on. She stated that parcel no. 1714 in Sekenani was properly registered in the name of Sekenani Trading Centre. She also said that the search provided by the respondents shows that the conservancy was in the name of the Group Ranch, and that it was her testimony that Sekenani was to be handed over to the County Government. She pointed out that her office has never been invited during her tenure to attend a general meeting concerning subdivision of Meguarra Trading centre.
109. DW3 further testified that for the trading centres, the committee did not provide her with the area lists. With regard to Kishemorua Trading Centre which is parcel no. 3639 issued by the chairman to Kishante Nairoko and stamped by Siana management committee, she revealed that she was not aware of the plot number request that was placed to her office for approval. She also said that a registered member is entitled to acquire land on first allocation, and that in Siana, members ceded their land to form a Group Ranch within another Group Ranch. She said that such members must be registered members of the Group Ranch, and that the Registrar of Group Representatives would register the resultant group ranch. She went on to say that the DLASO must confirm that the 5 members or more forming the resultant Group Ranch must be getting land from the main Group Ranch. With regard



- to Mbolio Group Ranch which is parcel no. 4019, she testified that the land moved from Siana Group Ranch, to Mbolio Group Ranch, and that there should be a register in her office of the registered members of Mbolio Group Ranch.
110. DW3 identified parcel no. 2477 known as Enkototo Osinoni Group Ranch, and pointed that she did not have the registered members of the latter Group Ranch in court to show that they did not benefit twice. She added that same applied with Manyatta Group Ranch parcel no. 2540, Kishemuork Group Ranch parcel no. 3948, Lerok Group Ranch parcel no., 4018 and Osokonoi Group Ranch parcel number 3702. She said that she may have the list of members of all those group ranches but there were no certificates of incorporation as group ranches are not incorporated. It was also her testimony that the group ranches have not sought for incorporation and that the law ended up being repealed by the *Community Land Act*.
111. While describing the procedure of land allocation in an adjudicating section, DW3 testified that her office fixes the boundaries to determine the interest of each member. She went on to say that her office indicates the acreage unlike in a Group Ranch where the acreage is done by a surveyor appointed by the Group Ranch. It was her testimony that in a group ranch, where a surveyor has completed an area list, they do not issue a certificate of completion of the register, and that they do not invite for inspection of the register for a period of 60 days for a Group Ranch. She testified that P. Ex no.31 is authored by Siana Group Ranch management committee and it is addressed to the DLASO referring to the opening of Siana Group Ranch register for inspection between 10th November, 2010 to 15th December, 2010. She testified that the application for dissolution came much later on 30th December, 2020, and that the letter dated 10th November, 2020 was to make sure that no member was left out which is not same as a certificate of completion of register, but an initiative of the officials of the group ranch.
112. DW3 agreed that Siana A and Siana B were amalgamated, and that there cannot be a separate list within the main allocation list. It was her evidence that there were no complaints on subdivision and allocation of land. She identified the letter dated 6th February, 2019 in P.Ex. No.36 addressed to the Registrar of Group Representatives which referred to complaints of irregular and illegal allocation of various parcels of land in the Group Ranch and abuse of office by the group officials. She testified that the process ended in the year 2012, and that the complaint letter came up in the year 2019. She further identified the letter dated 14th February, 2019 contained in P.Ex. No.37 written by the Registrar of Group Representatives and addressed to the 10 Group Representatives communicating the same complaint that they had received. She testified that in the letter of consent for dissolution (P. Ex. No. 7), the representatives had not issued a status report or the Registrar had not counter checked the final report.
113. Whereas she acknowledged that there is a report, she said that she could not say with certainty when the report was prepared. She testified that the group representatives were required to suspend allocation and transfers of titles, and that she could not authoritatively comment if this was complied with. She also said that there is no report on investigations alluded by the Registrar of Group Representatives. With regard to P. Ex. No.39 which is the letter by the chairman of the group representatives addressed to Land Adjudication and Settlement Office in Nairobi dated 22/02/2019, and the letter contained in PEX No.38, she revealed that she was not aware if the response finally came. She added that as at 08th April, 2019, no investigations had been done, and that there was no further documents to demonstrate action on the complaint raised one month later after the receipt of the letter of 08th April, 2019. That unless it is proven otherwise, she believed that the process was done procedurally.
114. On further cross-examination which took place on 14th June, 2024, DW3 confirmed that upon dissolution of group ranch, no further annual general meetings could be held, and that the allegation



that the Group Ranch officials have refused to call for an annual general meeting could not arise. She agreed that the purposes of dissolving the Group Ranch was to subdivide so as to give the members individual parcels of land, and that the sub-division can only occur once they engage a technical person to carry out the subdivision. She said that the Group Ranch officials have the capacity to conduct a survey of their choice, and that the surveyor carries out his work under the supervision of the DLASO and the District Surveyor.

115. DW3 testified that the officials of the Group Ranch were within their mandate to the 11th respondent. While being referred to the letter dated 12th April, 2012 produced as P. Ex No.13, she said that the surveyors procedurally carried out their duty. She went on to say that among the annexures to the letter is the area list indicating the members, the parcel number and the acreage allocated to each member, and she distinguished it with a register of members which contains the names of members of a given group ranch. She confirmed that the area list comes as a result of the sub division of the Group Ranch. She said that in her experience, a member can opt to sell parcels allocated to them, and that the name of the buyer can appear in the area list even if it is not in the members register.
116. With regard to P. Ex no.18, DW3 testified that the DLASO forwarded the document to the District Land Registrar via the District Surveyor after being satisfied that subdivision was done procedurally. She said, that the purpose of forwarding the documents to the Land Registrar is for issuance of title documents to the parcels indicated in the area list, and that the Land Registrar issued titles on the basis of the letters and documents. She added that if there is a claim over a particular parcel of land, it would be between the holder of the land which is private and the person claiming.
117. With regard to the letter dated 25th September, 2013 produced as P. Ex. No.19, DW3 confirmed that the District Surveyor was asked to counter check on 122 parcels of land, and that the letter was acted upon and that the anomaly was rectified. She said that the 122 parcels were subsequently allocated to members. With further regard to P. Ex. no. 20, a letter by the 11th respondent, DW3 said that it confirms that the group ranch, the 11th respondent and her office did their work to their satisfaction. With regard to P. Ex. No.22 which is a letter from DLASO to the District Surveyor on 122 parcels of land, she said that the same shows that there were no more gaps. With regard to the letter dated 10th October, 2013 produced in P. Ex. No. 23, DW3 confirmed that any person can purchase from a member, and that the title is issued to the person indicated in the area list.
118. DW3 testified that there is no parcel of land known as Siana B. She pointed out that as there was some land which was ceded from Maasai National Reserve in 1984 through a gazette notice to Siana A group ranch. She pointed out that a corrigenda addendum was made and Siana B was amalgamated with Siana A, and that the entire land is known as Siana A. It was her testimony that they have sub divided Siana B as part of Siana A. She said that she was aware that some areas were set apart for commercial centres, and that title deeds for the centres concerned were issued, and are registered in the names of the 3 officials of the Group Ranch who hold them in trust on behalf of the members. She confirmed that the parcels in the trading centers have been subdivided, and that the officials are mandated to transfer the parcels to individual members. It was also her testimony that the Narok County Government do not have the mandate to allocate the parcels in question, and that the beneficiaries of the trading centers are determined by the officials provided the beneficiaries are members or buyers.
119. DW3 informed the court that the subdivision of the trading centers has been impeded by this suit in court, and that her understanding of smaller group ranches within Siana A Group Ranch is as a result of members coming together to form camp sites for tourism purposes. She said that they were incorporated as group ranches because title can only be held by 5 persons or else they would be required to form a company, and that it was within their right to organize themselves. She stated that Mbolio Group Ranch has organized itself for a camp site, and that they have not been sued in this suit. It was



her evidence that the adjudication section is the first registration of any trust land which then converts itself into a Group Ranch. With regard to P. Ex. No.36 which is a letter from Wanjiku Thiong’o and Company Advocates, dated 6th February, 2019, she said that as at that time of this letter, the Group Ranch had been dissolved, and that the complaint raised in the letter came too late as titles had already been issued.

120. On further cross-examination, DW3 testified that the law under which they carry their work is Land Group (Representatives) Act Cap 287 which is now repealed, and that there is no other law to guide them. She also said that that they are expected to supervise group ranches during their existence and in case they choose to subdivide, they make sure that every member gets land before they forward the area list for processing of the title deeds. She went on to say that there is one title issued in the name of the group ranch, and the process ends when the subdivision of the group title into smaller titles is completed. She stated that they cannot take back the process after they have transferred it to the Land Registrar. She further testified that the letter of 29th June, 2011 in the respondents supplementary list of documents are minutes where the DLASO cautioned members against selling their land without following the laid down provision. The reason for this is that the members were selling their land in “Kienyeji way”, yet they were still entitled to sell their land.
121. DW3 acknowledged the letters dated 14th March, 2019 and 21st March, 2019 addressed to the DLASO. Further, that in the letter dated 25th April, 2019, the DLASO wrote to the acting Director of Land Adjudication and confirmed that 5363 titles had been issued and 2325 titles were yet to be collected. She said that the letter confirms that the process had left her office and transited to that of the Land Registrar, and as such, prayer 12 of the petition cannot be granted as she did not have the mandate to do that.
122. On re-examination, DW3 testified that each member of the Group Ranch was entitled to land, and that if a member sells his land, his name in the area list is replaced with that of the buyer. She reiterated that there were no annual general meetings after the year 2012 since the Group Ranch had been dissolved, and that there was no need for elections. She also said that her office identified that there were blanks in the area list, and that the issue was resolved. It was also her evidence that the green cards where the officials were registered to hold in trust are public centers where members opted to have market centers. She agreed that in a group ranch, there is no provision for members to inspect the register to confirm that they have been allocated land, and that the DLASO ensures that by comparing the area list and the members register.
123. The petitioners filed their written submissions dated 28th September, 2024 where they raised seven issues for determination as listed below: -
 - a. Whether the petitioners have met the constitutional threshold of bringing this petition.
 - b. Whether the Siana Group Ranch was conclusively dissolved.
 - c. Whether the titles on public utilities registered in the names of individuals should be revoked.
 - d. Whether the titles on trading centres registered in the names of the 1st to the 3rd respondents should be cancelled.
 - e. Whether there was illegal and unprocedural land allocation in Siana Group Ranch.
 - f. Whether the respondents discharged their mandate as required by law.
 - g. Whether the reliefs sought should be granted.



124. The above issues were highlighted by the learned counsel for the petitioners on 15th November, 2024. On the first issue, Ms. Kyeva submitted that they have highlighted their complaints particularly on Articles 40 as read with Articles 62 and 63 of *the Constitution*, and the manner in which they were infringed. They submitted that the land in question is owned by Siana Group Ranch which was duly registered under the repealed cap 287, that falls under Article 63 (2) (a) of *the Constitution*. She submitted that the 1st and 10th respondents engaged the services of 11th to 12th respondents to undertake survey work and issue titles, a process which the petitioners have proved ended up being marred in illegalities and irregularities. She submitted that there were new group ranches that were illegally created and allocated land, that the 1st to 12th respondents illegally allocated parcels of land while same members were not allocated land. She submitted that none members were allocated land at the expense of the members.
125. The learned counsel submitted that by dint of Article 22 of *the Constitution*, the petitioners have brought this petition on their own behalf and in the interest of public. She submitted that this is not a mere suit as the petitioners have proved the specific provisions that have been breached, and that the right to property under Article 40 of *the Constitution* can only be challenged by way of a petition. She submitted that part B of their petition from paragraphs 11 to 14 captures the specific provisions of *the Constitution* that have been breached by the respondents.
126. On the second issue, the learned counsel submitted that the conditional consent was not complied with, and that DW2 who is the chairman confirmed that he had not prepared the report. She went on to submit that DW3 as well who testified on behalf of the Registrar of Group Ranches confirmed that her office had not received such a report, and that DW3 also confirmed that no dissolution certificate was issued. The learned counsel submitted that the applicable law was Section 13 of the repealed Cap 287 which acknowledges that dissolution can take place at a future date specified by the Registrar. That based on Section 13(4) it will be noted that no register was produced before court to confirm dissolution, and that this court can only confirm that there were no changes in the register. She placed reliance in Narok ELC petition number 268 of 2017 Maji Moto Group Ranch & others v Mayone David Matunke and others (unreported) where the court found that no evidence was tendered to confirm compliance with Section 13 of the repealed Act.
127. On the third issue, the learned counsel for the petitioners submitted that they have led evidence that land earmarked for public utilities was allocated to private individuals. She submitted that during cross-examination, DW1 and DW2 lied to the court that parcel no. 2654 was allocated to Olosekeni Primary School in the area list while in the corresponding green card, it was allocated to private individuals. She submitted that DW1 indicated that he was unaware of the titles, and that it is on this basis that they moved the court to have the titles cancelled. She relied on the case of Bencaster Investments Limited v John Murithi & 3 others; Attorney General & 5 others (Interested Parties) [2020] eKLR.
128. On fourth issue, the learned counsel submitted that land set aside for trading centres eventually ended up being registered in the names of the 1st and 2nd respondents, a fact which was not disputed by DW1 and DW2. She also submitted that in their testimonies, DW1 and DW2 said that they had been authorized by the DLASO to do so. She submitted that these trading centres will be allocated to individuals without the approval of the members. The learned counsel submitted that the petitioners demand accountability and transparency highlighted under Article 10 of *the Constitution*.
129. On the fifth issue, the learned counsel for the petitioners submitted that there were parcels of land that were left blank and unallocated, which were later illegally allocated to the 1st to 10th respondents and their proxies. She submitted that the petitioners find this ironical considering that there were members who had not gotten their land. She submitted that DW1 and DW2 indicated that the parcels left blank



- would be allocated to person who had gotten less acreage and those who had purchased land, but they went ahead and created an area list (PEX No.23) and allocated the parcels to themselves and their proxies.
130. On creation of unauthorized group ranches, she submitted that it was not in dispute as DW1 and DW2 confirmed that there were new group ranches that were created and allocated land. She also submitted that DW1 and DW2 confirmed that they had not produced the certificates of incorporation, and neither did they disclose the beneficiaries of the group ranches. The learned counsel questioned how these new Group Ranches ended up being allocated to individuals when they were not registered in the first place. The learned counsel submitted that there are persons who got more land than the agreed acreage among them DW1 and DW2, and that they confirmed that they had purchased the extra parcels. She submitted that DW1 produced sale agreements which did account for 140 acres, and that DW2 did not produce any sale agreement.
 131. On the issue of legitimate members who were not allocated land, the learned counsel submitted that DW1 and DW2 said that those members had already sold their shares, and that this lacks logic because one has to appear in the allocation list in order to know what one is selling. She submitted that no sale agreements were produced by DW1 and DW2. She further submitted that there are non-members who were allocated land in the area list like DW1 himself, and it was also her submission that they ought to have produced the sale agreements.
 132. On the sixth issue, the learned counsel for the petitioners submitted that the respondents did not discharge their mandate as required by the law, and that they ought to have acted in the best interests of the Group Ranch. She submitted that no books of accounts were produced or proper minutes under clause 5.51 of *the constitution* of the Group Ranch. She further submitted that the 1st to 10th respondents were required to convene annual general meetings, and that they only conducted the same in the years 2010, 2011 and 2012. She submitted that the 13th and 14th respondents allowed registration and issuance of title to individuals who were not members of the Group Ranch, and that the registrar of group representatives ought to have called for sale agreements which she failed to do.
 133. The learned counsel submitted that the respondents have violated the provisions of Articles 62 and 63 of *the Constitution*. On whether the petitioners could have pursued alternative dispute resolution mechanism as referred to in clause 37 of the Group Ranch constitution, she submitted that the issues presented are with regard to breach of the provisions of *the Constitution* that could not be ventilated in a mediation forum. To buttress on this submission, the learned counsel relied on the case of Standard Limited & 2 others v Christopher Ndarathi Murungaru [2016] eKLR. The petitioners actually attempted by writing to the Registrar of Group Representatives but the same did not elicit a response.
 134. In conclusion, the learned counsel submitted that the 60 days period regarding inspection of the register does not apply to group ranches.
 135. The 1st to 12th respondents filed their written submissions dated 14th November, 2024 where they raised four issues for determination as follows: -
 1. If the petition has met the constitutional threshold.
 2. If the respondents have breached the petitioners' rights and freedoms.
 3. If the reliefs sought should be granted.
 4. What is the order as to costs.



136. Mr. Kamwaro, the learned counsel for the 1st to 12th respondents submitted that there is no competent petition before court for determination. He submitted that the identities of the persons whom they have sued have never been disclosed. On the 1st issue, the learned counsel submitted that the petition does not meet the threshold and principles set out in *Anarita Karimi Njeru v Republic* [1979] eKLR. He relied on the case of *Hakiziman Abdoul Abdulkarim v Arrow Motors E.A Ltd & Another* [2017] eKLR. The learned counsel further submitted that the issues in the petition fall under the *Land Adjudication Act*, Cap 284, Section 26 of the *Land Registration Act* and the Land (Group Representatives) Act (repealed), and that there is no constitutional complaint that the respondents acted in an unconstitutional manner.
137. The learned counsel further submitted that the 1st to 12th respondents are private citizens and not public officers, and thus they are not capable of violating the constitutional rights of the petitioners. That under Article 40 of *the Constitution* which the court has been referred to, it is on record that PW1 has stated that he has a title which he does not wish to be cancelled. It was his submission that the title was issued as a result of the sub-division of the Group Ranch, and that the transfer effected by the 1st to 3rd respondent on a mutation done by the 11th Respondent who was the surveyor. He submitted that there is no affidavit nor any person who appeared before the court to state that he had been deprived land by the 1st to 12th respondents, and that the testimony of DW1 is that all members of the Group Ranch were allocated land. To that extent, he submitted that there is no violation of Article 40 of *the Constitution* by the 1st to 12th respondents.
138. The learned counsel further submitted that the cited Articles of *the Constitution* are devoid of precision, as it was found in the case of *Mumo Matemo v Trusted Society of Human Rights Alliance and 5 others* [2013] eKLR. While further relying on the cases of *Speaker of the National Assembly v James Njenga Karume* [1992] eKLR, and *Patrick Mbabu Karanja v Kenyatta University* [2012] eKLR, the learned counsel submitted that *the constitution* of the Group Ranch referred to dispute resolution mechanisms available to any dissatisfied member, and that not every violation is translated into a constitution petition. While further relying on the case of *Patel 7 Others v Dhanji and Others* [1975] EA 301, the learned counsel submitted that the officials of the Group Ranch subdivided the land so that every member would get land. He submitted that the moment the land is registered under a group ranch, it becomes private property of that particular group. He also submitted that *the Constitution* invokes the Land (Group Representatives) Act, and the *Land Registration Act* for the land to be private land. That whereas the court has been told that the 1st to 12th respondents own land, it was his submission that any dispute over land between them does not amount to a constitution violation.
139. The counsel went on to submit that the *Land Registration Act* under Section 26 provides for cancellation of a title and that the group representatives can hold any property on behalf and benefit of a larger group. He submitted that when DW1 and DW2 testified, they gave an example of Oloolamutia, where they indicated that they had issued titles to members, and that even if the process was irregular, it was not unconstitutional, and that there are mechanisms to challenge the said titles.
140. On whether the Group Ranch has been conclusively dissolved, the learned counsel submitted that where the consent to dissolve has been sought, and the same has been granted, the group stands dissolved. He submitted that the Group Ranch was subdivided to 3514 members, with the titles having been issued, and that there remains nothing to be subdivided. On the certificate of finality, the learned counsel submitted that the same would have been issued were it not for the order of this court stopping further action. That even if the certificate of finality has not been provided, there is no constitutional breach.



141. On the issue of public utilities, the learned counsel submitted that no single public school or public entity came to say that they have been denied their titles. Further, he submitted that the issues on illegal and irregular allocation falls within a statute and not a breach of *the Constitution*. With reference to legitimate members having not been allocated land, the learned counsel submitted that no person appeared before the court to say that they have not been allocated land. The learned counsel urged the court not been thrown into the arena of imagination since the proxies have not been disclosed.
142. On the issue of Group Ranches having been created, the learned counsel submitted that the Group Ranches have not been brought to this petition so that they can be heard. Further, that on the narrative of people having more land than others, it was his submission that Article 40 of *the Constitution* enables one to own property. He submitted that where the petitioners contend that the 1st to 12th respondents have illegally and irregularly allocated land either to themselves or others, the burden lies on the petitioners which they have not discharged. He submitted that there are some people who purchased land, but they are not before this court. He submitted that the rights of third parties who are innocent purchasers for value would be infringed. To buttress on this submission, the learned counsel relied on the case of *Fletcher v Peck* 10 U.S 87[1810] on the rights of third parties who purchased without notice.
143. On the third issue, the learned counsel for the 1st to 12th respondent submitted that none of the prayers seek to make a declaration that the actions of the 1st and 12th respondents were unconstitutional. He submitted that the petitioners have invoked the wrong procedures, and whereas there are no constitutional underpinnings under Section 27 of the *Civil Procedure Act*, the costs must follow the event. The petitioners must be punished so as to be discouraged.
144. Mr. Kibe, the learned counsel acting alongside Mr. Kamwaro, pointed out that the case was filed 9 years after the process was completed, and that the land had been submitted to allocation to individual members. He submitted that the petition seeks is to reopen a process that has been concluded and that it would be prejudicial and unlawful. He submitted that the people already registered as owners cannot be taken back to be members of the group ranch, as they have a complete set of rights to be dealt with under the law. The learned counsel further submitted that the petition amounts to gross abuse of the court process for the reason that majority of the title deeds have been collected save for 23 titles which are yet to be collected as a result of this suit.
145. The learned counsel further submitted that the court is aware that evidence came out that people were attempting to campaign on land with an eye to an election that was 2 years away. He submitted that the petition was not brought in good faith. He submitted that they had raised the issue of locus standi, and it was his submission that members have not signed authority to plead, and even as the petitioners say that they are acting on behalf of 15 members, a reading of the petition indicates that they are claiming on behalf of a larger group.
146. On cancellation of titles, the learned counsel saw no basis of cancelling titles of people who are not joined in the petition. Further, he submitted that the rights enshrined under Articles 40 and 48 of *the Constitution* do not arise. He submitted that PW1 was clear that he does not wish to have his title cancel, and so Article 40 does not arise. On whether the Group Ranch was conclusively dissolved, the learned counsel submitted that dissolution was granted in the manner referred to in the letter by DLASO, and what is remaining is purely administrative, and the Group Ranch is not available for business. He submitted that once the register and the allocation list was taken to the registrar, the Group Ranch became dissolved in actual sense.
147. On allocation and registration of public utilities to individuals, the learned counsel further submitted that whatever the true story might be, the named individuals are not before court to give evidence. On whether the titles for trading centres should be cancelled, he submitted that they were regularly



registered as trustees. He submitted that it is not possible for the parcels of land to revert to the members because the Group Ranch is dissolved for every purpose. He also submitted that in the evidence before court, the DLASO had warned members against selling of land but that continued to happen, and that this was the explanation as to how people ended up with many parcels of land. Further, that on the issue of 117 of parcels being allocated to more than one persons, only one person testified and he said that he is satisfied. On the people's right to sell land, the learned counsel submitted that those who have titles should be brought to answer to the allegations. In conclusion, Mr. Kibe submitted that there is no constitutional finding in the prayers, and he urged the court to decline all the prayers sought.

148. In rejoinder, Ms Kyeva, the learned counsel for the petitioners submitted that it is not true that the petitioners were trying to gain political mileage. She further submitted that a letter was written to the Registrar of Group Representatives and up to date, no report was given. She submitted that the 1st to 10th respondents are not spectators, but are at the centre of the allocation process. She further submitted that the 1st to 10th respondents have not been sued in their private capacities, and in invoking Article 22, there need not be a representative from the school. She maintained that the Group Ranch has not been dissolved. She submitted that whereas Siana Group Ranch is a private entity, Article 10 of *the Constitution* is binding on every person.
149. The 14th, 15th, 16th and 17th respondents filed their written submissions dated 22nd October, 2024 and based their submissions on three issues, namely: -
1. Whether there was illegal and unprocedural land allocation in Siana Group Ranch.
 2. Annual general meeting and election of new group representatives.
 3. 13th to 15th respondents' role in the allocation process.
150. On the first issue, the 14th to 17th respondents submitted that the registration of the public utilities in the names of the chairman, secretary and treasurer was to hold as trustees. They submitted that Section 8 of the Land (Group Representatives) Act, Cap 287(repealed) provides for powers of the group representatives which includes to hold land in their capacity as group representatives on behalf of the members of the group. They further submitted that the 1st to 3rd respondents are not registered as absolute proprietors of the land belonging to the trading centres but as trustees of the same. They submitted that DW1 and DW2 adequately addressed the allegations of irregularities from their testimonies.
151. On the second issue, the 14th to 17th respondents submitted that it does not fall within the jurisdiction of this court to direct that an annual general meeting be held, and that parties should fall back to the provisions of the group constitution and the Land (Group Representatives) Act (repealed) for recourse. To buttress on this submission, the 14th to 17th respondents relied on the case of Peter Tomito & 2 others v Korinko N. Nkoliai & 12 others [2018] eKLR. They further submitted that the petitioners have not demonstrated that they attempted to call for an annual general meeting as provided for in the group constitution and the Act, when the chairman failed to call for a meeting or convene one.
152. On the third issue, the 14th to 17th respondents submitted that the petitioners have not demonstrated how the 13th respondent abrogated his duties, and in fact, he performed his duty of supervising the administration of the Group Ranch representatives as required under the Act. It was also submitted that under Section 25 of the Act, the DLASO is not mandated to display the register for inspection by members and it was incumbent upon members to visit the office of the registrar of group representatives and inspect the same.



153. I have considered the pleadings, the lengthy testimonies of the witnesses, the voluminous record of evidence, the written submissions filed as well as the oral submissions. In my view, there are three issues for determination which are outlined herein below:-
1. Whether there was illegal and unprocedural allocation of land in Siana Group Ranch.
 2. Whether the reliefs sought by the petitioners should be granted.
 3. Who is to bear costs if any.
154. I will address all the issues as one. In a letter dated 14th November, 2008 by Mureithi D. Anthony, the DLASO, Narok South District addressed to Siana ‘A’ Adjudication Section, the DLASO communicated the corrigendum of Siana Adjudication Section where the DLASO noted that a portion of Siana A was left out in the boundary description contained in the declaration notice dated 19th October, 2004. This letter, proceeded to define the boundary by adding portions to Siana A adjudication Section, and it also referred to a period when Siana was declared as an adjudication section.
155. In a meeting held on 31st July, 2009, members had raised concerns as to the status of Siana B, non-members in the register, conservancy among other issues. Members were informed that ‘a portion that had been surrendered by Maasai Mara National Reserve vide gazette notice no. 145 of January 1984 had not been incorporated though demarcation of parcels on the said portion was done alongside the rest of Siana ‘A’ on 27th October, 2008. They were further informed that the exercise was done together with the District-Surveyor, Narok South, and co-ordinates for that portion were picked, a corrigendum was prepared and circulated as required and thereafter, the Director of Survey amalgamated the portion to be part of Siana ‘A’ Adjudication Section.
156. In this meeting, the issue of non-members in the register was also discussed where it was reported that, ‘during publication of the adjudication register on 29th March, 2007 members got an opportunity to raise objections which were heard and determined. The people perceived as non-members were entered through these objections. Any name that did not follow the procedure was deleted during checking of the register in readiness for onward transmission to the Director of Land Adjudication/Settlement.’
157. On the issue of conservancy, the DLASO noted that leaders created Siana Mara Conservancy, however, the same was not demarcated and plotted in the sections’ maps. Members were advised to await registration of the section for Group Ranch members to decide and formulate modalities of its revival and operation.
158. This paved for another meeting that was held on 30th June, 2010 whose agenda was the adoption of the Group Ranch constitution and the election of the group representatives. The DLASO confirmed that the process of merging Siana B with Siana A parcels had been finalized, and a comprehensive map had been developed. He noted that there were allegations that Siana B was grabbed but these allegations were confirmed to be false. In this meeting, the members unanimously adopted *the constitution* and elected their group representatives.
159. Upon the adoption of *the constitution*, it became clear that the Group Ranch constitution, and the Land (Group Representatives) Act, (repealed) became the guiding tool or the bedrock for the conduct of all the affairs of Siana group Ranch. Thus, for any cause or reason, reference would first be made to the group constitution, and laws.
160. Vide a letter dated 10th November, 2010, the chairman of the Group Ranch wrote to the DLASO informing him of the opening of the Group Ranch register, from the said 10th November, 2010 to the



- 15th December, 2010. From this letter, it is clear that the notice was not sent to the members of the Group Ranch but to the DLASO. There is no evidence that the register was made public.
161. Subsequently, a special general meeting was held on 15th December, 2010. In these meeting, the public utilities were read out to the members, the by law 2010 was adopted which began to take effect immediately, members were informed of the admission and cessation of new members and further that for those who are not full members, they should only be given a quarter of the share which was to be given to a full member. More importantly in this meeting, is that members resolved to dissolve the Group Ranch and subdivide land to all members on equal shares. Further, that acreage for various group ranches or individual parcels within what was formally Siana Adjudication Section will be calculated and deductions made to ensure all members got equal shares of land and no persons were to get undue advantage. The management committee was charged with the mandate to update members of the exercise from time to time until all members got their share of land. I do note that in this meeting, there were over 2000 members who were present, besides the group representatives, the DLASO and the District Surveyor.
162. It followed thereafter that another meeting was held on 29th June, 2011, and in this meeting, members were informed that the entire conservancy area measured approximately 29000 acres and they were asked to make suggestions as to how they wanted the area managed. After the discussions, it was resolved that each member would get approximately 7 acres within the conservation area. However, the DLASO had his own reservations. He foresaw a scenario that there was no controlled land use binding members, that some members were likely to sell, and lease their shares contrary to the envisaged idea. The DLASO requested members to allow for more consultations with relevant experts. In this meeting, the DLASO cautioned members against selling their land noting that the entire Group Ranch had not been subdivided, or members shown their respective portions.
163. Another meeting was held on 4th July, 2012, and in this meeting, members were informed that the land had been subdivided to all members each getting 35 to 40 acres, and that public utilities were also set aside together with the conservation areas. The members were also advised that anyone of them who had any complaints to report to the land's office for their grievance to be looked at. The chairman informed the members that title deeds were being processed at the registry office and they could visit the registry to collect their titles.
164. On modalities, the DLASO encouraged members to form a trust, company or cooperative society, and discouraged individual land use of land within the conservancy. However, members insisted that the land be subdivided equally, and they agreed that no one should be allowed to sell their land/share to non-Siana members. I do also note that in this meeting, members were informed that the Group Ranch had since been dissolved, and that all members would be issued with their title deeds.
165. It was necessary that I lay out the events preceding what may have been the disconnect between the petitioners and the respondents. The petitioners have raised a number of issues which they contended that the 1st to 10th respondents have failed in their capacity as group representatives and subsequently, all the respondents in the dealings of the group ranch. The 1st to 10th respondents are accused of failing to disclose the beneficiaries of Siana B conservancy, allocating more portions of land to others which was unfair, failing to allocate land to legitimate members, allocating land to non-members, registering public utilities and trading centres in individual names, and generally abuse of office and their mandate as group representatives.
166. As far as I can recollect, the petitioners have not pleaded the exact time when the dispute might have arisen, and it appears that they were displeased with the whole process, since the amalgamation of Siana conservancy. In answer to the above, and having heard the witnesses, this court will turn to the



Group Ranch constitution, and the relevant laws to address the claims by the petitioners. The members of the Group Ranch adopted *the constitution* on 30th June, 2010, and by laws were adopted on 15th December, 2010. However, the said by-laws were not presented to this court as evidence. I have read *the constitution*. On membership register and the responsibility to inspect, it was provided that the register was open for inspection at all reasonable working hours, and it was the responsibility of every member of the Group Ranch to ensure that his name was on the register. *The constitution* outlined the duties of the management committee, and gave general provisions on election of members to the management committee. I note also that the management committee was tasked with managing the income and revenues of the Group Ranch, and in so doing, to be accountable to the general membership.

167. To provide compliance, the management committee was to consult members and develop the same. As I have stated earlier, no evidence of the bylaws was produced. On dissolution of the Group Ranch, *the constitution* stipulated what needed to be done upon dissolution, and especially that all members of the Group Ranch were to hold equal undivided share and any subdivision of the land in the event of dissolution shall follow this principle. From the evidence of DW1, DW2 and DW3, it was not possible that every member would have equal allocation of land in the Group Ranch. The Group Ranch constitution also spoke to the unique demarcation of private parcels within the group ranch, and particularly the fact that the demarcation of private parcels of land allocated to individuals who are also members of the Group Ranch presented a unique challenge. Remember, in the meeting that was held on 31st July, 2009, it was reported that demarcation had taken place and on 29th March, 2007. There was publication of the adjudication register where members were called to inspect. During this time, it was reported that members got an opportunity to raise objections were heard and determined.
168. On resolution of disputes, the Group Ranch constitution stipulated that the management committee shall facilitate mutual consultations and mediation, failure to which the matter shall be referred to the Registrar of Group Representatives for mediation. The management committee was also required to facilitate mutual consultations and mediation to resolve any dispute arising between members of the group ranch.
169. In the special general meeting held on 15th December, 2010, where over 2000 members were in attendance, public utilities within the Group Ranch were read out to the members. The registration of these facilities was not discussed. Also, in this meeting survey of the conservancy area and the employment of the 11th respondent to carry out the survey work was not mentioned. In this meeting, members were informed that the group register is closed, and the members resolved to dissolve the Group Ranch and subdivide land to all members on equal shares. I note that no objection was raised as to the dissolution of the group ranch, and it is my belief that this resolution is what paved way for the group representatives to apply for dissolution on 30th December, 2010.
170. Section 13 of the Land (Group Representatives) Act (repealed) provided that: -

“ 13

- (1) Group representatives may apply to the registrar for his consent for—
 - (a) ...
 - (b) the dissolution of the incorporated group representatives.
- (2) An application under subsection (1) of this section shall be in writing and shall be signed by a majority of the group



representatives and shall be supported by a copy of the minutes of the meeting at which the resolution to make the amendment or effect the dissolution was passed, and the application shall be delivered to the registrar within fourteen days after the day on which the resolution was passed.”

- (3) If consent is given, the name, constitution or rules shall stand amended accordingly, or the incorporated group representatives shall stand dissolved, as the case may be, either thereupon or at a future date specified by the registrar.
- (4) The registrar shall give to the land registrar such directions as are necessary to reflect the amendment or dissolution in the land register.”

171. In line with the above provision of the law, the Registrar of Group Representatives vide the letter dated 17th June, 2011 gave consent of the dissolution of the Group Ranch and stated that the group representatives was to be finally dissolved once they signed all the necessary documents transferring the subdivided land to individual members of the group.

172. It is important to note that adjudication is a process and not an event and, in this case, the ascertainment of individual rights to ownership of land began when Siana was declared an adjudication section, demarcation, survey took place, and subsequently the registration of individuals as owners of land.

173. Section 10 of the Land (Group Representatives) Act (repealed) further provided for the procedure of resolving disputes as follows: -

- “(1) If it appears to the registrar that there has been a dispute among the officers or members of a group so that he is not satisfied as to who are the officers of the group, the registrar may in writing require the officers of the group to produce to him evidence of either—
 - (a) the settlement of the dispute and the proper appointment of officers of the group; or
 - (b) the institution of proceedings for the settlement of the dispute and for a declaration as to who are the officers of the group, and where he does so the officers shall provide evidence accordingly within the time specified and it shall be signed by at least three of the officers.
- (2) A district magistrate’s court shall have jurisdiction to settle disputes and make declarations for the purposes of proceedings instituted under subsection (1) (b) of this section.”

174. The above provision of the law provided an avenue where disputes over ownership and to that extent all the issues raised by the petitioners would be resolved. The register was open for inspection at any time at the group ranch’s office, and none of the petitioners stated that at any time they inspected the same. Also, one would wonder why 9 years after dissolution, complaints would be levelled against the respondents. From the evidence and testimony of PW1 and the petition, allegations were levelled against persons and entities who were not parties to the suit. The petitioner contended that one Stanley Ntutu was not a member yet, he had land in the group ranch. The petitioner did not see it fit to join



this person as a party to the suit. In addition, churches, schools, and group ranches were adversely mentioned with orders sought against them yet they were not made parties. Save for the trading centres where DW2 agreed and admitted that they were registered in their names as officials, and to hold the same in trust for the members of the group, the rest of the allegations seemed quite inapplicable as the relevant parties were not included in this suit.

175. More importantly, and I note is that the persons said to have been represented by the petitioners did not swear any affidavit to the effect that they were not allocated land and if any, that they got less acreage than what was due to them. No witness testified that land was not allocated to them. Who exactly were the petitioners representing? The letter dated 6th February, 2019 by the firm of Wanjiku R. Thiongo addressed to the Registrar of Group Representatives which raised complaints of irregular and illegal allocation of land in the Group Ranch where the advocate stated that she was acting for concerned members of the Group Ranch, the ‘concerned members’ are not disclosed.
176. In my view, the petitioners ought to have engaged the Registrar of the Group Representatives to address their claims at the earliest and not nine years later when they woke up from slumber and realized that their interests in land have not been addressed. Even as I disagree with the petitioners on most of the issues, I am dissatisfied with the registration of the 1st, 2nd and 3rd respondents as owners of trading centres. Whereas DW2 and DW3 stated that they hold the facilities in trust based on the advise of DLASO, I find the same to be inappropriate. From the special general meeting held on 15th December, 2010, it was clear that land where these facilities are situate was owned by the members of the group ranch, and it would only be fair that the same is registered in the name of the Group Ranch pending further consultation and advise.
177. From the above, it is my finding that the petitioners have failed to prove their claims on a balance of probabilities, and more so on the alleged contravention of the cited provisions of *the Constitution*. The only orders commending issuance by this court are:-
- i. That all the title deeds which include Cis-Mara/ Siana/ 971, 1052, 1585, 1896, 2472, 3477, 3639, 3925 and 1714 in respect of all trading centres in Siana Group Ranch registered in the names of individual are hereby cancelled.
 - ii. The Community Land Registrar to give notice within 14 days from today’s date of the said cancellation to the National Land Commission.
 - iii. The National Land Commission to gazette the parcels of land in item (i) above as public land within 60 days on receipt of the notice in item (ii) above.
 - iv. Each party shall bear its own costs.

Orders accordingly.

DATED, SIGNED & DELIVERED VIA EMAIL ON THIS 25TH DAY OF FEBRUARY, 2025.

HON. MBOGO C.G.

JUDGE

25/02/2025.

