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and disbelief that such a judge usefully exists; the antipathy to imposed settlement of dispute; the dislike of court formality; these are the bases of Arusha lack of faith in the courts, and their lack of enthusiasm for them. But, as indicated above, they also see what, to them, are unsatisfactory solutions of disputes. In addition, for most Arusha, the indigenous procedures and the settlements they provide continue to meet people’s needs. On the other hand, as already discussed in the previous Chapter, the courts are attractive to some disputants—those who wish to attempt to avoid the necessity of compliance with the pressures and sanctions of their associates, and those who can scarcely pursue their claims at all by available indigenous means. Sometimes, also, notables are ready to pass on the onus of difficult and unpopular decision to the magistrate, who cannot refuse. Thus disapproved in general as they may be, the courts are fairly well established in Arusha society and, even by Arusha standards, serve some useful purposes.

CHAPTER ELEVEN

ADDITIONAL MEANS OF COERCION

Coercion of a non-violent kind is integral to the indigenous process of dispute settlement among the Arusha. It is a moral and sociological kind:—appeals to past precedents, and to custom established by the ancestors; appeals to right behaviour, and especially right behaviour to close associates (near agnates, age-mates); threats of disapproval and ostracism, and promises of approval, fellowship and cordiality; threats to curtail rights and privileges, and offers to maintain or even increase them; appeals, both emotional and practical, to the cause of group unity. Examples of these have been given in the preceding chapters. Such coercion is aimed not only at the disputant himself, but also against his supporters who can influence him. It may be directed, too, by a man towards his own associates with the intention of stimulating their support and loyalty. The whole pattern of discussion and negotiation, both in public assembly and in conclave, is permeated by pressures and counter-pressures, with the object of persuasion and constraint, in which reference to the commonly accepted norms of right behaviour is but one factor. Ideally, but very often in practice, the dispute is resolved by an eventual, mutually accepted settlement, to which either side concurs because it is felt to be the most advantageous one that can be obtained with an expectation of its proper fulfilment in the circumstances.

But although the agreed solution is mutually accepted, Arusha are well aware of the remaining practical considerations of putting it into effect. They recognise that a disputant, who finally admits to a liability and agrees to meet his obligation to pay compensation, etc., may do nothing about it afterwards in the hope of avoiding his material responsibility. To prevent this, there are two common techniques. One is to insist that the agreement be put into effect immediately, before the assembly or conclave disperses. For example, the new field boundary is physically marked out there and then,1

1 Cf. Cases 13 (p. 200), and 23 (p. 215); and the conclusion of Case 6 (p. 278).
or the animal required in payment is handed over on the spot.\(^1\) This is generally the most satisfactory method, for then no problem remains; but such immediate action is not always possible, and it may not even be desirable. Instead the alternative method is to arrange for another meeting, usually in the form of a conclave, at which the final details are worked out and the agreement implemented. This meeting occurs within a day or two following the occasion of reaching the agreed solution.\(^2\) In these instances a man has time, for example, to obtain the animal required and bring it to his creditor—he may have to send to a cattle camp, or to beg it from an agnate; or it may be more convenient to meet later at the site of a disputed boundary, perhaps some distance from the current meeting.

One or other of these procedures is usually possible; but when they are not feasible—because, for instance, the agreement is that an offender pay an animal when he can obtain one, or at a specified future time—then there is likely to be difficulty. It may be the case that a disputer merely wishes to obtain public recognition and affirmation of his claimed rights—the ownership of land occupied by his tenant, or a tenant’s right to plant coffee trees, or the right of a father-in-law to unpaid bridewealth. Such affirmation is sometimes thought valuable as an insurance against a possible denial of rights in the future; it is not, however, always a certain insurance if many years pass before positive action is taken to claim the rights materially. Witnesses become dispersed or die, or their memory fades; and above all the pressures and negotiating strengths of the two parties may change in the meantime. If the agreement is to be put into effect after an interval, it may happen that purely personal persuasion is sufficient. This was so in connection with Case 21 where it was agreed that the son-in-law should hand over a bridewealth item “at the time of the short rains,” about five months after the moot was held (page 250). More usually the creditor or right-holder must convene another meeting to press his delayed claim. The original agreement may then be reiterated and honoured by immediate action, or the whole negotiation may have to be restarted. In the latter case the eventual agreement is not necessarily the same as that originally made, for this depends on the negotiating strengths of the two parties at the time. In other words, for the Arusa an

\(^1\) Cf. Cases 8 (p. 194), 21 (p. 245), 22 (p. 253).

\(^2\) Cf. Cases 12 (p. 200) and 24 (p. 259).

Agreed solution of a dispute is not a complete settlement until it is put into practical effect. A disputer who attempts to obtain a postponement of his liabilities is possibly indicating his actual dissatisfaction with the solution. He may be able to avoid his liability, and thus by default gain an effective settlement in his own favour—just as he may by avoiding discussion of the dispute altogether, as in Case 25 (page 264).

The mutual acquiescence of the parties to the agreement is specifically affirmed at the conclusion of the dispute—i.e. at the end of the meeting in which positive agreement is reached—as each disputer provides beer for the assembled participants for a communal drink. Occasionally the offender—if one is clearly evident, and his offence is a major one—may be required to kill a goat or sheep for a meat feast at the same time; or only the offender supplies beer in recognition of his fault and the lack of provocation by the injured person. In any case, the idea is that by sitting and drinking together the two parties (each a disputer and his supporters) acknowledge their accord. Arusa are not naïve enough to think that the mere act of drinking together creates friendly relations; they do say, however, that men who drink together tacitly declare their lack of particular enmity and conflict. Further, the fact of the beer-drink can be quoted in the future as proof that the settlement was indeed agreed to by both sides: this can add to the negotiating strength of a disputer if the agreement is not honoured, or if the matter is re-opened for some reason at a later time.

Where a dispute lies between two hitherto ‘unrelated’ or weakly related persons, it may well be the case that, although accepting and honouring the final agreement, one or both of the disputants feels somewhat resentful. Arusa prefer ideally that this should not be so, and to some extent they are prepared to make efforts by continued negotiation to alter the solution to meet persisting objections. Nevertheless a man feels little or no obligation to establish specifically friendly relations where none existed before, if by doing so some surrender of his claim is required. Where the disputants had pre-existing relations of some importance, however, every effort is made to adjust the final agreement so that friendly relations are restored or recreated.\(^3\) That is to say, reconciliation of the disputants is only important—and then it is very important—in these kinds of

\(^3\) The conclusion of Case 25 is a pertinent example; see pp. 257-8.
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instances. As Gluckman has rightly pointed out in a different social context, 'if a dispute arises between two people who are comparative strangers to each other, there is no need for the court to reconcile them, since they are associated by a single contractual or delictual relationship which can be adjusted by a clear decision.' But even between closely related disputants it may prove impossible to obtain genuine reconciliation, despite conscious efforts. Just as with 'unrelated' persons, the dispute ends in mutual agreement for practical purposes, but animosity remains.

This was the situation at the conclusion of Case 6 (cf. pages 190-1). This was a dispute between patrilateral cousins of different inner lineages, where the precise boundary between their adjacent fields had never been marked. The action of one of them (the defendant) in hoeing up a narrow strip in the indeterminate boundary area, caused the other cousin to begin a formal dispute. At the moot, despite censure for his precipitate action, the defendant gained the land. The plaintiff was constrained to agree to this solution, and he participated in the marking out of the new boundary; but he was not reconciled to his cousin. There had been a long history of minor quarrelling between them, and to me it appeared that the defendant too obviously showed his pleasure at the outcome of the case. The plaintiff walked off as soon as the boundary marking was completed, and shouted that he would not stay and drink beer. The defendant had his contribution of beer brought out to a shade-tree near the new boundary, and the remainder of the men sat down to drink.

Members of the inner lineage of the absent plaintiff were clearly restless, and soon one of them went to the plaintiff's nearby homestead. As a result of this, beer was carried out to the assembled men by the plaintiff's wife. After a show of drinking with the others—to indicate their lack of animosity—members of the plaintiff's inner lineage gradually moved off and retired to the plaintiff's house, where they sat and drank beer with him. They attempted to persuade him to join the main drinking party, but he refused. In brief, he sulked at home. Members of his lineage, wishing to show loyalty and friendliness both to him and to their other agnates of the internal moot, were in a dilemma. Some returned to the group under the tree, some remained in the plaintiff's house, and some went to and fro. The plaintiff remained in his house until the moot had dispersed, and he told his near agnates that although he agreed to the settlement, he did not feel any friendship for his cousin.

1 Gluckman 1955, p. 55. Note also his criticism of some writers for their over-emphasis on the place of reconciliation in African judicial processes, at p. 78.

Additional Means of Coercion

To the people concerned, this was a serious failure. The particular point at issue had been settled, and both parties had shown public agreement. The wider issue was not settled; and in fact not long after there was further trouble when the former defendant accused the other of allowing his cattle to stray unattended. As far as I could assess the position—the plaintiff at other times was a good informant and most helpful to me—the animosity between the two cousins arose out of incompatible personalities and somewhat irascible temperaments. At least no critical conflict remained such as might create persisting hostility between the two men's inner lineages and threaten the integrity of their maximal lineage. Whether or not the particular dispute is solved, in some cases the dissatisfaction is so great, and it is expressed at inter-group level, that the dissident inner lineage secedes altogether and attaches itself to another maximal lineage and clan. Although unusual, there are a number of authentic instances in Arusha; but I was unable to document one sufficiently well to discuss it here.

In Case 6 the particular dispute was settled, but sometimes even that much success is impossible. A disputant—probably abetted by his supporters—persistently refuses to submit to a settlement despite the pressures of his opponent, because in the circumstances the pressures available are inadequate in comparison with the factors involved in the dispute, or because high emotions cloud a man's practical assessment of the situation. A defendant may even refuse to participate in negotiations, or he may delay arrangements intolerably. An example was given in Case 24 (page 260) where appeals to public opinion were eventually successful; but such appeals may well fail. A disputant may refuse to compromise in his claims or denial of claims; he may attempt to avoid keeping his agreement, or it is suspected that he may do this; it may be thought that he will repeat the same offence again. Sometimes the evidence is so poor or contradictory, and misunderstanding so complete, that neither disputant is willing to shift his ground, and their supporters—especially their notables—cannot perceive where a balance lies. Sometimes an offender is unknown (e.g. a thief, when property has disappeared) and there is need to try to compel his disclosure. In all these kinds of circumstances there is a failure of normal processes. This may mean complete frustration for a disputant, and the matter is left unresolved; although that also means a virtual success on the
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part of a recalcitrant disputant. There is, however, the possibility of recourse to certain institutionalised means of positive coercion, which are available both to individual disputants and to notables acting on behalf of the groups which they represent.

The Arusha have an ambivalent attitude towards these additional means of coercion; the means are approved and are defined by well-known, regular procedures, yet their use indicates some failure in ordinary processes which people are not always willing to recognise. They are, on the whole, not lightly resorted to, and Arusha prefer to do without them if they can. In the majority of cases they are not used, partly because they are not needed, and partly because of this antipathy. A number of them depend on supernatural power, which is a direct negation of the possibility of human abilities. Supernatural coercion is especially marked by its application to the enforcement of a settlement where doubt remains as to the adequacy of the settlement itself, or of it actually being carried out.

In the following brief account there are described first, the non-supernatural means of coercion—the deliberate delaying of consideration of later disputes, physical coercion, and fines. Secondly, there are described the curse, available to notables, and the various forms of ritual oaths.

The Ability to Delay Consideration of Later Disputes

Arusha say that participants in a dispute should not concern themselves in any subsequent dispute until the first one is settled. This applies not only to the disputants themselves, but to all their supporters, including the notables who, because of their responsibilities, are involved with more disputes than an ordinary person.

The rule is most easily applied in homicide cases. Thus if such a case concerns members of different moieties, no other homicide case can be dealt with until it is settled. If killer and victim are of the same moiety, then cases confined to the other moiety can be treated, but not those of the same moiety. Arusha explain this by saying that instantaneous consideration of two cases by the same group of people would result in confusion and conflict of interests. They also say, that in order to maintain equity among members of a moiety, in respect of the obligations to give cattle for bloodwealth and the privilege to receive cattle, it is necessary to complete one transaction before beginning another. And finally, it is said that the dead victim may resent the postponement of bloodwealth payment in his case, whilst later victims are satisfied, and therefore he may in his anger send misfortune on the living.

The victim’s agnates, the principal plaintiffs, who cannot obtain satisfaction, attempt to take advantage of this rule by drawing attention to subsequent cases which are being delayed. They seek to gain the support of the plaintiffs in those cases in bringing pressure to bear on the recalcitrant or procrastinating defendants.

This same rule is held to apply to other kinds of dispute, but it is less commonly invoked and is less satisfactory. Homicide involves at least a whole moiety, and possibly both of them; it is treated by special procedures and raises important issues, both moral and material. If the failure to settle, say, a bridewealth dispute affects only a relatively small number of people: even if the disputants belong to different moieties, their effective supporters are confined to their own agnates and to local members of the moieties. Nevertheless it sometimes happens that a disputant can raise objections to any of his supporters participating in another case (a case of any kind, not merely another bridewealth dispute) whilst his own is delayed by alleged intransigence on the part of the other disputant. Is at least good propriety that a counsellor should inform an agnate, whose dispute is unsettled, that he wishes to proceed with another dispute. The agnate may object; he hopes then to stimulate his counsellor’s efforts and those of his other agnates on his own behalf. He may hope to gain the support of the disputant in the second case. At least he raises a protest against the unsatisfactory condition of his own case, and may influence public opinion in his favour.

The following two cases illustrate both the usefulness and the weaknesses of such attempts at coercion—

Case 27: A land dispute between Ndaskilen and his neighbour had reached an impasse. The disputants were members of different maximal lineages of the same sub-clan. At this time Yozef, a man of a third lineage of the sub-clan, became a plaintiff in another dispute. Yozef’s own lineage counsellor lived at a distance; and therefore, as he had become accustomed to do, Yozef approached the counsellor of Ndaskilen’s lineage, who lived fairly near to his own homestead. This counsellor agreed to assist Yozef and negotiations were begun to convene a conclave. On hearing of this, Ndaskilen immediately protested to his counsellor, saying that the latter

1 Cf. my account in Chapter Seven.
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The dispute hitherto, now began to act as the plaintiff's supporters. Quickly the defendant gave way and agreed to the compensation demanded. A tentative effort to fix a smaller compensation was similarly rejected—not only by the plaintiff, but by virtually the whole assembly.

In this case, had a possible settlement not been fairly clear, the plaintiff might have been compelled to give way in his intention of monopolising the parish assembly. Because, at a parish assembly meeting, usually several different matters are dealt with—and not all concern disputes, of course—members are often not ready to tolerate delays, and disputants are advised to return another time. The defendant probably hoped for that in this last case, but the plaintiff had the stronger grounds and so achieved his intention.

The Use of Physical Coercion

Both spokesmen and councillors may, under certain circumstances, order murran to seize a man’s animals required for compensation, or order men to compel an age-mate to attend an assembly. The notables of one disputant cannot order such action against the other disputant: this would be presumptuous, and might lead to fighting, and it would be unlikely to facilitate the dispute process. The use of physical coercion is therefore limited to the action of the notables against their own party. It means that a man is so obdurate, or so guilty, in the eyes of his fellows that they feel justified in taking direct action. There is, in other words, a virtual breakdown in normal processes.

An example of this has already been given in Case 15 (p. 204) where a junior murran, having failed to take part in communal road-clearing work in the parish, refused to pay the fine and threatened to refuse to take part in the work on the next occasion. Spokesmen of his patrons’ age-group ordered his age-mates to go and seize a cow of his and slaughter it immediately (the original fine had been a sheep). Junior murran spokesmen led the group of age-mates who carried out this task. There was general approval of the action.

A similar example occurred in a moot. The murran brother of a defendant failed to attend, although he knew that his evidence was required. The lineage councillor, in some anger, ordered the defendant and his other near agnates (i.e. the inner lineage) to go and fetch the absentee. This they did, and the cowed man quickly
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appeared. The moot resumed, and the counsellor continued in his support of the defendant.

In both these instances, the person against whom action was taken was a murran. This is commonly the case. The action itself may be taken by his age-mates or his agnates, but the authorisation is most likely to come from an elder notable. When the recalcitrant is himself an elder, the use of force is rare. Notables are unwilling to order force against an elder; they cannot well order murran to execute the action and other elders tend to eschew the responsibility. I have seen junior elders compulsorily summoned by some of their age-mates at the spokesman’s orders, but without physical force. Arusha say that an elder’s property might be seized, but I have no clear example of this occurring. I heard a counsellor obliquely threaten an agnate of elder status with force, when the latter refused to agree to a generally accepted division of land inheritance; but the threat was not followed up, and probably no one expected it to be.

What was said earlier about Arusha dislike of violent self-help,¹ applies in this case also. Here, the resort to violence is regarded as legitimate, in that notables act on behalf of and with the agreement of their group. Nevertheless, there is a notion that there is no need for this recourse, because discussion and negotiation are possible and preferable. Physical coercion, occurring as it does when negotiation breaks down, comes to represent such a breakdown; and men do not wish to acknowledge failure of normal procedures. Further, as explained previously, notables are unwilling to gain a reputation for authoritarianism, or to advertise the fact that their influence is weak enough to require bolstering by force.

Fines

The imposition of a fine, sago—some beer, or an animal to be slaughtered and eaten—is confined almost entirely to what may be broadly paraphrased as ‘contempt of court’. That is, fines are punishments for intemperate behaviour in assembly or conclave, especially behaviour insulting to the notables—for example, publicly accusing notables of failure to give proper support, imputations against their characters, wilful disregard of reasonable direc-

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tives aiming at an orderly procedure, brawling or rowdy behaviour (e.g. by a drunken person) and the like. Notables are usually most tolerant of men’s behaviour, and only take action where the whole meeting is disturbed and when, therefore, there is general resentment against the offender and agreement on his punishment. Many interruptions of a standing speaker are allowed, until they begin to prevent the speaker from making his points; a spokesman will often tolerate derogatory remarks from an age-mate, unless the latter begins to be aggressively libellous, and especially if he includes several notables in his attack.¹

Fines are more common in connection with the parish assembly or intra-parish conclaves, and in that context they have been dealt with already in Chapter Three.² They are infrequently imposed in moots or in counsellors’ conclaves. As with orders for physical coercion, fines can only be imposed by a notable of the group of the offender—an age-mate by his spokesman, or an agnate by his counsellor. Other notables who are affronted must persuade the offender’s own notables to take the action.

An important feature of a fine is that it is usually provided by the offender at his own homestead, where it is consumed by the members of his group, or at least the more notable members, together with him in commensality. In age-group contexts, heavier fines involving an animal are sometimes brought to the parish assembly site, or some other public place, there to be consumed by all age-mates of the offender. The idea is that the culprit begs pardon of those he has offended; they accept his apology by the act of accepting and consuming his fine; and there is a reconciliation of all concerned. The intention is not mere punishment—not even mainly that—but the opportunity for the re-establishment of proper and cordial relations. There is the same notion which applies to the provision of beer by disputants at the conclusion of a dispute settlement.³ Every effort is made to give the offender the chance to show that he remains a full and accepted member of the group, and for all to show that no resentment remains. As my field assistant put it: ‘A court makes a man pay a fine, but who knows where the money goes? Perhaps the

¹ See pp. 216-21.
² See pp. 216-21.
³ See p. 277
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magistrate cats it; perhaps the Government. But an Arusha fine is not money; it is beer, and we all drink it together. We are friends then. Is that not so? Is that not right?

The Curse

A curse (olokot) is made by an appeal to the high-god, Engai, to punish an alleged offender. The belief is that if a person is indeed an offender, Engai will perceive this and send misfortunes on him as punishment. There is no idea of coercing Engai to take action, for he will only punish if he sees that a wrong has been committed. The action of cursing is to describe the alleged offence, and then make the appeal to Engai by raising both arms above the head and raising the eyes towards the sky. The name of Engai may be uttered, or merely a repeated ejaculation of wordless awe—'E-e-e-e!'-but sometimes no sound is made at all.

Almost anyone can curse anyone else, especially a kinsman, in an attempt to visit punishment upon him. But in dispute proceedings only a notable—usually only a spokesman or counsellor—does so, never a disputant. Only infrequently is this done, and I was unable to record a good example of it. Threats of the curse are rather more common, but still not frequent. It is believed that Engai, who is omniscient and omnipotent, will send great misfortune (probably death) unless the curse is quickly revoked. A notable does not wish to take so drastic a step against one of his own close associates, and it would be a grave offence to curse a member of another group (lineage or age-group). Arusha say that the curse is only used in the event of such extreme contumacy by a person that his group's interests are directly and seriously threatened.

In one instance of which I was told, a man was preventing the completion of an inheritance settlement by his long, persistent refusal to accede to his half-brothers' demands over the division of the dead father's land. The counsellor and all other members of the lineage wholly supported the half-brothers. The man himself, at the second internal moot, began to accuse his agnates of injustice and threatened to seize the portion of land he claimed. He directly insulted both the counsellor and his father's brother. These two men, exasperated and incensed, cursed the man and the moot broke up. The next day the man went to beg the counsellor's pardon: he brought a conciliatory gift of beer and some meat. The curse was lifted, and the man agreed to accept the required inheritance settlement.

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Ritual Oaths

There are four kinds of ritual means which the Arusha use in connection with dispute settlement. They differ in their applicability and degree of efficacy, but there are certain features which they have in common and which throw light on Arusha conceptions and aims in their dispute procedures.

Firstly, the suggestion to use one of these ritual means is almost always made by a disputant, and he himself becomes the protagonist in the performance. Secondly, none of these means may be used without the permission of the notables supporting each disputant. Nowadays a court will also give permission for their use; or the chief or a magistrate may make a strong recommendation for them to counsellors or spokesmen. Arusha emphasise this because, they say, it is possible for some of these rituals to be carried out secretly and nefariously, 'like sorcery', in an attempt to circumvent the agreed settlement of a dispute, or in disapproved self-help. Furthermore it is considered wrong to use them unless the other disputant agrees. They are only properly performed before the public witness of the notables of both disputants; the notables ensure the correct procedure, but take no active part in the performance.

Thirdly, they are resorted to when the settlement of a dispute is felt by one of the parties to be in doubt, or when he suspects it may not be adequately carried out, or in an attempt to prevent a repetition of the offence. They may sometimes also be used where settlement cannot be reached, either through failure to achieve any agreement, or because the offender is unknown by the evidence available. That is to say, they are used when normal processes are thought to be inadequate, or even altogether useless. Arusha say that if a dispute is genuinely settled by a mutually acceptable agreement, then there is no need for ritual action, i.e., the invocation of supernatual powers. As an outside observer, I agree with their contention.

Fourthly, these ritual means all operate by producing illness or death in an offender. Proof of their operation can be determined by a recognised diviner. The effects of the ritual, or further effects, can only be avoided by the confession of the offender and by his making
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due restitution. In some cases, confession must be accompanied by
ritual removal of further danger.

The Arusha have no explanation of the forces which they believe
to be in operation by these rituals; they merely assert that the
rituals are efficacious. None of the rituals involves the recognised
powers of the ancestors or of the high-god. The ancestors are
sometimes said to be angry at discord between their living descend-
ants, and it is thought that they may send misfortune as a sign
disfavour. Whilst these beliefs symbolise the needs of agnostic
unity, I know of no cases where by themselves they had jural signi-
ficance. No instance came to my notice where the course of a
dispute was affected primarily by the assumed intervention of the
ancestors.

There are no ritual means of constraining disputants or witnesses
to speak truthfully in assembly or conclave. It is expected that
disputants and their supporters will attempt to evade the truth where
it might harm their interests; supporters' prime concern is to their
own party, and this comes before objective veracity. Arusha are
aware of judicial affirmations, for they have to submit to these
sometimes in a court; but they say cynically that such affirmations
are useless, for people still lie to a magistrate.

General supernatural forces, activated ritually, are not used as
means of punishment. Men are concerned to obtain their rights, and
to be materially compensated for their injuries or deprivation of
rights. They are not concerned with punishment as such, for that
seems to them to serve no particular purpose. If an offender belongs
to one's own group, the need is for reconciliation and recreation of
working relations; if he does not so belong, then one has no interest
in his behaviour once compensation is obtained. Wrongful
behaviour is, of course, recognised at a general moral level; but a man
has no responsibility for those who are not related to him and who
do him no injury.

Brief accounts of these ritual oaths are given in sufficient detail
to illustrate their use and significance in judicial processes. I am
not concerned here with their intrinsically supernatural and symbolic
nature.

Olmonmai: Arusha say that this ritual oath brings 'peace' (eselian)
to two related disputants. Its use indicates a failure to establish
1 Cf. p. 233 above.

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genuine reconciliation between them, whilst there remains resent-
ment, and perhaps mistrust, which may nullify the agreement or
bring a renewal of the act which precipitated the particular dispute.
As far as I know, it is used only between related men in dispute
procedures; similar threats to an agreement where 'unrelated' men
are concerned, may be countered by the use of one of the other oaths
described later. Olmonmai may also be used where personal relations
between related men have become so strained that mutual recrimina-
tion produces virtually irresolvable conflict in which particular
issues are so inter-mingled that material settlement scarcely meets
the case. In effect the oath then binds the men to good behaviour,
and for that reason notables often advocate its use when they fear
the persistent quarrelling and bitterness between two members of
their nuclear group.

The oath has a general usage outside specifically dispute pro-
cedures, when it is desired to reinforce and also symbolise the ideally
friendly relations between certain people. Occasionally all the
members of an age-group undergo it together; and the women of a
parish may perform it, during an anti-witchcraft drive, as an affirma-
tion of their lack of intent to harm each other.

In the context of dispute procedures, it is normally the plaintiff
who suggest its use after an agreement has been established. Then
it is incorporated into the implementation of the settlement. The
plaintiff becomes the protagonist, and the defendant is the subject
of the oath. The protagonist provides a goat to be slaughtered, and
pieces of its tongue, heart, gallbladder and breast-meat are taken and
cooked separately. The protagonist stands erect, before the witnessing
notables, and the subject crouches or sits at his feet. The subject's
clothing must be removed, or at least carefully loosened—all knots,
button and pins being unfastened—in order that there be no
hindrance to the supernatural forces invoked. The subject is then
fed pieces of the meat on a stick proffered by the protagonist, who
at the same time briefly recounts the dispute and the agreement. He
finally eats some of the meat himself.

Thereafter, should either man break the agreement, or should the
subject repeat the offence, it is believed that he will sicken. The
symptoms are marked dryness of the mouth and a painful tongue.
Most Arusha say that only non-fatal illness comes from disregard
of this oath; but some informants declared that a man could die
unless he confesses to his new offence and asks the other man for pardon, thus acknowledging his obligation to make amends. All are agreed, however, that only the two men taking the oath are liable to be affected, in the case of failure to observe its terms. For this reason, *olmonai* can be used between near kin, because it will not endanger any of their mutual kinsfolk. Other ritual oaths have a wider range of effectiveness, and therefore they cannot be used between kin.

*Olenwa:* This is used only in connection with disputes concerning land, and where, despite his acquiescence to the settlement, one of the disputants remains dissatisfied. This man takes a handful of soil from the disputed land and throws it over the other disputant, saying at the time words to the effect that, 'if this land is not really his, he will die'.

In this case the supernatural forces are believed to cause the death of the man if he wrongly holds the land in question. They may also kill his wives and children, or anyone else who cultivates that piece of land. A diviner is said to be unable to diagnose the operation of this oath from a single death among those subject to it, but only if two or three deaths occur close together.

This oath is particularly liable to nefarious use. It may be performed clandestinely, the soil being thrown on the subject's house or inside his homestead without his knowledge. A man may perhaps attempt to mix some soil from another field, obviously not claimed by the subject, so that the latter will be attacked illegitimately. Some cases have occurred where a man has had soil thrown at him by an angry disputant passing by. Spokesmen of the parish in which the land lies impose a fine of an ox, and declare the oath void in such circumstances. Where the illicit operator lives in another parish, the spokesmen sometimes make a plaint to court, and fines of between fifty and one hundred shillings have been successfully imposed by magistrates during the nineteen-fifties.

*Emnyu nadanyi,* 'breaking the cooking-pot': This is the most commonly used ritual oath among the Arusha. The descriptive phrase is a euphemism, for the object used is a special piece of stone, a little larger than the hand. In most parishes one or two men own these 'pots', which they hire out for a fee of, nowadays, fifty to eighty shillings. The stones are said to have come from Pare, Kahe or Taveta countries, and are not obtainable locally.¹

They are kept covered with the leaves of certain trees, whose botanical names are unknown to me, and are buried when not in use lest they accidentally kill anyone who sees them. To 'break the pot', the protagonist partly uncovers the stone, and with it in his hands he walks round the subject; who sits by an engoyapia tree. As he does this, he informs the stone of the facts of the case as previously directed by the witnessing notables. In making the oath, the 'pot' is addressed directly, for it is believed that the stone itself is the agent of power.

Thus on the occasion of its use in connection with Case 24 (page 262), the murrri, whose betrothed girl had been seduced, gave a brief summary of the affair and the settlement agreed to. The girl herself, the seducer, and his elder brother, were all pointed out to the 'pot'. Finally it was hidden to kill any of them if they contravened the agreed settlement. After this, the 'pot' was immediately covered up and taken off to be returned straightway to its owner.

This ritual practice is most commonly used in disputes over land and over marital rights, although it is not confined only to these. There is some danger in its use for the protagonist: if he is making a wrongful claim, the 'cooking-pot' is said to discover this and to turn its attack on him.

Case 29: Thus one land dispute ended with the field being retained by its occupant, largely because the origins of its initial ownership were no longer clear, some seventy years after it had been cut out of the forest. The plaintiff was persuaded to acquiesce by his counsellor and-agnates, who saw no chance of shifting the defendant. The plaintiff agreed finally on condition that he might 'break the cooking-pot' against the defendant; permission was given when the defendant himself did not object, and the ritual was performed. Some months later the plaintiff's child died, and soon after his cousin's wife also died. Many Arusha asserted that this was the work of the 'pot', and said that the plaintiff's claim to the field was therefore false. Nevertheless, the plaintiff made no attempt to seek the removal of the oath, and he insisted to me later that his claim was a true

¹ Similar objects were used by the Cagga. Dundas recorded that they are called *sangi,* literally 'cooking-pot'. According to him they came from Taveta and Kahe. He described one as a piece of lava. Cf. Dundas, 1924, p. 174ff., and plate at p. 192. Also, Gutman 1926, p. 616ff. The Mau neighbours of the Arusha also use this device.

² These are *endekere* and *oluyanper* trees.
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one. The results of divination in this case were indeterminate as to the cause of the two deaths.

Unknown offenders are sometimes dealt with by this means.

Case 30: My field assistant’s house was entered and some money stolen, whilst he and his wife were temporarily absent. Despite enquiries, there was no clue to the thief, and so he attended the next meeting of the parish assembly to ask the spokesmen for permission to ‘break the pot’. He was told that if the thief was not discovered within a week (the time elapsing before the next meeting) he would be given permission. The parish headman was ordered to help in the search. No more information was obtained, and my assistant received permission a week later. In carrying out the ritual, he showed the ‘pot’ his house, the open door, and the place where the money had been, and he explained to it exactly what was missing. He assured me that the thief would be sought out by the ‘pot’ and would die, even if we did not learn of the death, unless that person came immediately to confess. No-one did come to confess, and my assistant felt that his main object in performing the oath had failed. He found no satisfaction in his steady belief that the thief would soon die.

An activated ‘cooking-pot’ attacks not only the individual against whom it is directly used, but also any members of his maximal lineage, including the wives of members, and their livestock. Its action is arbitrary within that range; although my limited information on its operation indicates that distant agnates are seldom alleged to have died as a result. Because of this potential range of its operation, the ‘pot’ may not be used by a man against an agnate. In cases where circumstances warrant resort to ritual means between disputing agnates, the lineage counsellor gives permission only for the olmoral oath, the action of which is limited to the protagonist and his subject. The wider range of the ‘cooking-pot’ is an indication of its strong power. The inference is that, being liable to its attack, the agnates of a disputant will take care to assure themselves that he is not in the wrong, and that he does not in the future transgress the agreement reached in the settlement. But Arusha do not overtly emphasise this point.

Many Arusha have told me that the ‘cooking-pot’ is a certain killer in cases of transgression—more certain than any other ritual procedure. They speak of it with some awe; and during its actual invocation it is handled and used with great care, lest it accidentally directs its attentions to a by-stander. Occasionally, men use the ‘pot’ clandestinely to attack an opponent. If this is discovered, the miscreant is liable to a fine of an ox, and must also bear the expense of stopping the ‘pot’s’ action. In one case in 1955, a man who ‘broke the pot’ without permission was prosecuted in a local court, at the instigation of the subject’s counsellor and spokesman. He was fined 150 shillings with the alternative of three months hard labour, and his two accomplices were fined 100 shillings each or three months hard labour. ¹

If a death occurs—or a severe illness likely to lead to death—which is divined as the result of the action of the ‘pot’, the only remedy is for the disputant to take a female calf to the original protagonist (or vice-versa, as the case may be) and acknowledge his wrong. The person thus shown to be in the right, obtains the ‘pot’ which was originally activated, kills a goat and smears some of its fat and undigested stomach contents over the stone, informing the ‘pot’ that it should no longer kill. Any adjustment in the dispute settlement can then be made in view of the offender’s public confession.

Edangga: This is a particular flower which is buried, in front of witnesses, in a piece of disputed land, or inside the homestead, of a disputant. If the subject is in the wrong, he and members of his maximal lineage become liable to death as the flower rots in the earth. This oath is seldom used, and I have no record of it. Informants stated that it is an especially fast working device, and that it is an alternative to the ‘cooking pot’ in its nature and scope.

The question remains: how efficacious are these supernatural practices in dispute settlement? First, I reiterate that the use of these coercive measures at all indicates a partial failure of normal dispute processes. If a mutual agreement is properly reached, and if it is accepted by both the disputants and their closer supporters, then there should not need to be any recourse to such coercion. Therefore, if one or the other disputant asks for permission to use a ritual oath, he is straightaway indicating his reservations concerning the settlement and the good faith of his opponent. This in itself can be salutary, in that notice is given that a man is going to be especially

¹ This is an example where it was difficult for the injured party and his notables to bring indigenous action against the offender (who illicitly used a ‘pot’). The latter lived in a parish some seven miles away. Therefore they chose the more certain, because authority-backed, local court.
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watchful of his opponent—notice is given both to his opponent and the notables of either party.

Despite long endeavour by the Lutheran Mission, still the great majority of Arusha (especially of older people) retain their indigenous beliefs in the supernatural. They continue, therefore, to have faith in the genuine efficacy of these ritual procedures. This is demonstrated, in one way, by general demands that modern local courts not only recognise these procedures as valid, but actually authorise them in particular cases. Since all magistrates and court clerks (being educated men) are at least nominal Christians, their willingness to acknowledge and make use of these rituals is all the more striking.

The continued belief in these rituals is also shown by the high indignation invariably demonstrated when they are used without the proper permission of the notables or a court. In part, of course, this indignation comes from resentment by a person who, being subjected to the rituals, is thereby accused of offence, actual or potential. But it goes beyond that to include resentment, and even fear, that a man should be made subject to a ritual oath when its imposition is not properly made and witnessed. I have mentioned how these oaths may be used so as to gain a desired result by chicanery: the olomwia oath can be subverted by illicitly using soil from a field obviously not belonging to the people involved; a 'cooking-pot' may be told to attack a victim without just cause. People believe that they may be made ill or killed by such improper practice, because they believe in the efficacy of the ritual devices themselves. The 'cooking-pot' in particular is regarded with much apprehension: care is taken by keeping these objects buried when not in use, by retaining the special leaf-covering except during the actual invocation, and by hurriedly returning them to their owners (avoiding people on the way) after use.

A few Arusha are convinced sceptics. Most of these are found among the Christian converts; but by no means all converts are entirely disbelieving of the efficacy of the traditional oaths, and most are inclined to agree to their use rather than court unpopularity by public disagreement and disapproval. There are some non-Christian sceptics, whose experience or disposition has brought them to disbelief. It was impossible to estimate their number, because they did not willingly confess to their position and sought to remain unnoticed. In one case, the sceptic was an old man (retired elder) of unusual vigour and intelligence, who admitted to me privately his unbelief. He used his conviction for his own personal ends, for in land disputes with his neighbours, he successfully curtailed complete discussion of the conflicting claims by declaring his readiness to submit to ritual oath. Twice this strategy succeeded: he held the disputed land (of which he carefully took physical possession), allowed the 'cooking-pot' to be 'broken' against him, and asserted that he would not quit the land until the supernatural forces showed him to be in the wrong. He effectively disarmed his opponents in each dispute and made it almost impossible for them to refuse to accede to his plans. Men grumbled, saying this was no way to conduct negotiations; but they agreed nevertheless. Some of them, but by no means all, suggested that the old man was deceiving them, that he had special protection against the 'cooking-pot', and was wrongfully obtaining land which belonged to others. On the other hand, if few Arusha are sceptical, many hope to avoid the consequences of the supernatural forces released by these oaths. In discussion with me, some Arusha admitted that it seemed that the oaths were not always efficacious; or, as was said, their action is so long delayed (i.e. for many years) that they do not any longer affect the particular dispute. Men subjected to ritual oath, appeared to hope that they would avoid the consequences. At least I know of no case where a disputant refused an oath because, being in the wrong, he feared the results. Some notables did sometimes express these fears. Instances occurred where permission to apply an oath was refused, because notables were not sure of the innocence of the potential subject. But expression of such doubt by a disputant's supporters gives his opponent the advantage he requires to improve the settlement to his own advantage. Sometimes it is clear that one of the disputants must be in the wrong—e.g. when both claim ownership of a whole field—and yet this seems not to deter them from using a ritual oath.

Inadequate as my records must be in these kinds of cases, it is clear that there are more cases of oaths being administered than there are of illness, death and confessions of offence as a result. Divination is not unequivocal. One diviner said that he hesitated to make a diagnosis in such cases, because he disliked to become involved in other people's disputes. I would suggest, too, that some protagonists of ritual oaths are well aware that they themselves are in
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the wrong (e.g. illegitimately claiming a piece of land), and that therefore they resort to the ritual as a means of emotional release, and as an expression of antagonism towards the opponent.

My conclusions are that these ritual oaths are but weakly efficacious in determining the offender in a dispute. This suggests itself because of the empirical fact that so few disputes are resolved when recourse is had to oaths; but also because people optimistically hope to avoid detection, although believing in the oaths in a general way. The rituals are, however, more useful in deterring future wrong-doing. Again this seems to be empirically true. The reason is not only because people believe in the supernatural powers so that they fear to offend. Public warning is given by the protagonist to his subject that the latter's good faith is not altogether credited, and therefore his actions will be scrutinised. If the dispute is later renewed because of alleged bad faith or another act of offence, the weight of opinion is likely to be on the side of the protagonist. Finally, it must be remembered that the large majority of cases do not involve any recourse to ritual means at all, and they cannot be described as normal agents in the Arusha dispute process.

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At the beginning of their work on the Cheyenne Indians, Llewellyn and Hoebel assert dogmatically that 'law has the peculiar job of cleaning up social messes when they have been made'. In this book I have described the same job of social control as that of settling disputes; and I have in part followed Llewellyn and Hoebel in concentrating on particular disputes in order to see how they were settled, and how social control works among the Arusha. In their analysis of the Cheyenne material and the issues it raises, those authors write: 'in many groups and cultures it has happened that authority has become attached less to persons than to patterns of action ('procedures') or to norms for action... There can be recognised procedures for settling grievances, say, by treaty and composition, or by oath, or by ritual combat, with no official even to mediate or preside. As soon as the course of behaviour shows, recognisably, authority in procedures or persons for clearing up trouble-cases, or authority in standards whose infraction is met not only by action, but by action carrying the flavour of the pro tanto

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official, at that point the peculiar institutions called "legal" have become perceptible. It is likely, then, that Llewellyn and Hoebel would designate Arusha processes of dispute settlement as 'legal'. Whether it is useful to identify all these processes in different societies by the word 'legal', or as 'law-ways', is at least arguable; nevertheless those authors do demonstrate an important aspect of similarity in such processes in terms of authority and regularity. Whilst retaining this understanding of the common thread of similarity, it still remains to distinguish different kinds of process, different kinds of authority and regularity. There are several ways of doing this, according to the results desired, and I suggest one here which arises from my analysis of the Arusha data.

During my field investigations among the Arusha, and afterwards during the preparation of this book, I was constantly aware of an essential difference between the dispute processes of the Arusha and those of peoples who have a recognisable system of courts and judges—for example, the Lozi as described by Gluckman. Clearly there is a crucial difference in the general methods of decision-making and decision-enforcing in these two cases. One way of dealing with this is to conceptualise two polar types of process—judicial and political—between which there is a graduated scale where, ideally, particular systems could be placed according to as to whether they are more judicial or more political in their nature.

By a judicial process I mean one that involves a judge who is vested with both authority and responsibility to make a judgement, in accordance with established norms, which is enforceable as the settlement of a dispute. For example, in a generalised account of the judicial process in Central Africa, Epstein writes: 'Arguments are presented, witnesses are called or supporters heard, until the matter is concluded when the acknowledged spokesmen of the group give their opinions on the case.' The obvious implication is that some person (or group of persons) is recognised as holding the obligation

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1 Llewellyn & Hoebel 1941, p. 20.
2 Gluckman 1955.
3 Epstein 1954, p. 2—my italics.
and the power to make a binding decision: he may be the accepted head of the group to which both disputants belong, or he may stand outside it and exercise a power given to him by the higher political authority to which all are subject. Epstein also notes that 'a court of law... has to find a way through the tangle of conflicting evidence, and in the end arrive at some conclusion on the case before it.' He emphasises what he calls 'the necessity for decision' on the part of the court, and that decision is reached 'by reference to the acknowledged norms of the group'.

The purely political process, on the other hand, involves no intervention by a third party, a judge. Here a decision is reached and a settlement made as a result of the relative strengths of the two parties to the dispute as they are shown and tested in social action. The stronger gains the power to impose its own decision, but it is limited by the degree to which its opponent, though weaker, can influence it. In this case the accepted norms of behaviour relevant to the matter in dispute are not one element involved, and possibly an unimportant one.

Of course these are theoretical models only. Probably no judges are entirely neutral, partial neither to one side or the other, nor to one kind of settlement rather than another. Judges may be susceptible to personal pressures and inducements from disputants; they may be subject to interference by the political authorities of their society, or they themselves may be the political authority and concerned to further its aims and interests. That is to say, the judicial decision is likely to be affected in some degree, crudely or subtly, by pressures applied by or on behalf of the conflicting parties in the dispute. Similarly, disputing parties in a political context are to some extent, and perhaps considerably, influenced by the accepted norms of behaviour in situations similar to that which has raised the dispute. Commonly each party appeals to its own interpretation of the practical application to the norms, as a means of justifying its stand. It may be important to gain the support of public opinion, or of men of prestige and influence, and this may be possible by demonstrating coincidence between the party's claims and established practices; but there may be other ways also, such as the offer of a quand pro quo. The contesting parties may, if their strength seems about equal, accept the intervention of a conciliator in order to resolve the deadlock. Each party only accepts the conciliator's suggestion or finding if it appears to be tolerable in the circumstances; yet to some extent he represents the norms of the society and he makes a judgement on behalf of the society.

In brief, the processes of dispute settlement in any society combine in some degree both judicial and political elements. On this kind of conceptual scale the Lozi and Arusha would occupy positions near the opposite poles, judicial and political respectively. As I have shown, in their indigenous social system the Arusha recognise neither judges nor any other roles of authority or of neutral arbitration. Their leaders—spokesmen, counsellors, notables—are accepted as men of influence by virtue of their approved characters and abilities; they are advocates of the group to which they belong, and they work for the benefit of their own side in a dispute. They are in no way able or expected to take a neutral or judicial stand. The solution of a dispute between Arusha does not come from authoritative decision, but through agreement resulting from discussion and negotiation between the parties which are in conflict. Each party is a disputant and his relevant supporters.

Thus Arusha dispute processes have a nature which can be characterised as mainly political, rather than judicial: they concern conflict and struggle between opposite parties in the attempt to reach a decision on particular issues. Without cynicism on their part, Arusha would doubtless subscribe to the sometime definition of politics as 'the art of the possible'. It is not just a case of what an injured person ought to obtain in compensation, but what he can obtain, that matters—not what an offender ought to give, but what he cannot avoid giving. The precise resolution of the conflict depends on the relative strengths of the parties: this involves not only an assessment of the alleged offence against the commonly accepted norms, but also the extent to which each party can affect or threaten the interests of the other, the need for accommodation demanded by common interests, and the ability to make use of more general processes and forces in the society (e.g. the opposition and rivalry between adjacent age-groups). Arusha are inclined to view each new dispute as a unique phenomenon, to the solution of which the ideal norm and past precedent provide only the initial basis for

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1 Epstein 1954, p. 2. Epstein's description applies, of course, to the local courts and appeal courts established in the Arusha country by the modern local government.
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Because there is no adjudicatory body, each party uses whatever means it can (short of armed force) to press its own advantage; and almost always, each is susceptible to social pressures of some kind from the other.

Because of this nature of dispute processes in Arusha society, I have not found it either empirically or analytically valid to adopt Gluckman’s hypothesis of the ‘reasonable man’. Insofar as this concept ‘corresponds closely with the concept of “the role of a particular status”’ 1 Arusha, like other peoples, have some idea of it which they more or less explicitly put into words, and which can be readily inferred from their behaviour, at relevant times. Among the Arusha there is, too, a commonly accepted range of toleration allowable in the behaviour of a person in a specific role—a integral attribute of the ‘reasonable man’ which can be described as ‘reasonable expectations’. In effect, though not altogether as a conscious technique, Arusha do allege an offence, and deny accusation, by reference to reasonable expectations; but, as described earlier, discussion of a dispute is by no means limited to an attempt to establish the validity of such a reference. It would seem that the use of the technique of the reasonable man and reasonable expectations must be directly associated with judicial processes of social control, where the judge requires a stable standard of reference. And such a standard is most distinctively associated with judicial processes which involve emphasis on impartiality in judgement. It is surely not coincidental that Gluckman should also state of the Lozi, among whom he perceives the operation of the reasonable man, that ‘a marked feature in all judgements is the emphasis that the court decides by evidence and reasoning, and without favour’; 2 and ‘even where judges are striving to reconcile disputants who are kinsmen, they will not do so at the cost of glossing over wrongdoing’. 3 The contrast with Arusha policy and practice is clear.

In Arusha, the degree of convergence between normative standards (taking into account reasonable expectations) and the details of actual settlements can vary considerably, according to the relative distribution of bargaining power between the two parties. A plaintiff may hold no power at all in effect, and therefore is not able even to

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start active negotiations. 4 On the other hand, he may have such a monopoly of power that the defendant must merely accede to demands. 5 These are the two extremes. Although it is most improbable (and perhaps impossible) that a plaintiff could have a monopoly of power without his case conforming closely to accepted norms, it certainly cannot be suggested that where he has no power he is entirely unsupported by them.

Most disputes find bargaining power shared between the conflicting parties, and the resolution of the matter is not a case of reaching a decision as to which disputant is supported by the norms, and to what extent. Neither party is willing to agree to a resolution of the dispute to which it is not compelled—and a party is not compelled only by appeals to norms. A defendant may perhaps even concede that his behaviour was a breach of the relevant norm, but he still attempts to avoid the normative consequences of it—and he may succeed. In Case 22, to take a single example, the herdsman admitted that he had slaughtered and consumed one of the animals for which he was responsible, and which was the property of the plaintiff. There was, then, no dispute as to the breach of the norm. But the herdsman endeavoured to avoid paying the full amount of compensation for this breach; and he succeeded to some extent, because of his bargaining strength in the particular situation between himself and his kinsman, the owner of the animal. 6

These processes and inter-party struggles can only be understood in terms of the social system in which the participants are involved in ordinary social life. The composition and strengths of the two conflicting parties in a dispute, the identification of leaders and the scope of their influence, the particular social situation in which negotiations occur (assembly or conclave), and the general social context within which the processes operate, are all direct functions of the sub-systems of Arusha society. It has therefore been quite essential to describe these sub-systems in some detail (albeit necessarily in rather abstract form). I have attempted to show how the process is affected according to the nature of the relationship between the disputants, and by the nature of the matter in dispute. It is also affected by the largely conscious choice of procedure, and therefore

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1 Gluckman 1955, p. 189.
2 Gluckman 1955, p. 61.
3 Gluckman 1955, p. 598.
4 e.g. Case 25, pp. 264-5.
5 e.g. Case 8, p. 194.
6 See pp. 253-4.
of supporters, by the disputants themselves as they seek to gain personal advantage from their joint social context. This choice, however, is made within the limitations arising out of the social system itself. In effect, then, I have not only been describing the processes of dispute settlement, part of the mechanism of social control among the Arusha, but I have shown the major sub-systems of this society in action in one particular connection. Furthermore, I have been concerned to show the nature of the interaction between these sub-systems, each of which is founded on markedly different sociological premises; although this present account has not attempted to cover the total range of that interaction.

BIBLIOGRAPHY

COLSON, E. (1953) a. The Makah Indians; Manchester University Press.
(1953) b. Social control and vengeance in Plateau Tonga society; Africa, 23, 3.
GLUCKMAN, M. (1911). The Judicial Process among the Baroto of Northern Rhodesia; Manchester University Press.
(1957) a. A history of relations between the Arusha and the Masai; Conference Papers of the E. African Institute of Social Research, Kampala, Uganda.
(1958). The Turkana age organisation; American Anthropologist, 60.