



EAST AFR. PROT
36200

C.O.
36200
REC.
REC. 22 SEF 1

Africa Syn.
L.P.

1914

21 Sept.

at previous Paper.
M 9
34649

Rent of land in Kawscha
Payment in advance.

Sends claim recd from Prot. for Rs. 3750 for
rent stated to be due on 1 July 14 - i.e. 6 mos.
in advance. Submits that rent is not
payable in advance & asks for ruling on the point.

Mr. Read

2 Oct 14
M 9
34649

The Syndicate's contention would appear to
be correct. The lease - 12.7.04 - provides a
peppercorn rent for 7 years & thereafter £500 a year
payable on 1 Jan. & 1 July in each year. I.e. on
1 Jan. 1912 they were liable for rather more £250
for the first half of the half year July - Dec. 1911; on
1 July 1912 they were liable for £250 for the half
year July - Dec. 1911 & 150 on
1 Jan. 1912.

? Aches & my see are in communication
with the Gov. on the subject, & ask whether the
Sof's. is correct in assuming that they have
already paid the half yearly instalment
due, under their contention, on the 1st Jan. 1912
& at his monthly intervals up to including
the 1st July 1914, as a result of the preceding
half year?

at subsequent Paper.
M 9
34649

letter & cables [for consideration] & of our
reply to you for report, saying that the
position seems to be as they represent
but that Mr. S. has considered it
advisable to express no opinion on the
subject till he is furnished with the
Govt's views.

W.A.S. 25/9/14

I agree generally

1. 10. 14.

at once

H. J. R.

1/2/14

36200

C. O.
36200
REC'D
REG'D 22 SEP 14

19, ST SWITHIN'S LANE,
LONDON, E.C.

473

EC

3620

EAST AFRICA SYNDICATE LIMITED.

21st September, 1914.



Sir,

I am directed by my Board to enclose herewith an original letter dated the 23rd July, 1914, from the Land Department, Nairobi, to our General Manager at Gilgil, on the subject of the rent of 500 square miles in the Naivasha Province. The Ordinance referred to in the letter provides, under Clause 13, that lessees shall pay rent reserved at the time and in the manner provided in the lease. There is no provision in the Ordinance quoted, or in the Grant to this Syndicate, for rent to be prepaid. Rent first accrued from July, and the lease distinctly states that it is payable on the 1st January and 1st July, not vice versa. The rent therefore now claimed appears to be due at the 1st January 1915, and our solicitors are of this opinion also. I am, however, instructed to ask if you can kindly refer me to any authority for payment in advance, in which case, I am to send to you a cheque for £250. My Directors would be glad if you would confirm their reading of the lease in regard to the date the rent is due, if you agree.

I have the honour to be, Sir,

Your obedient Servant,

For EAST AFRICA SYNDICATE LIMITED.

Enclosure.-
Letter.

H. Colman

The Under Secretary of State
for the Colonies,
Colonial Office,
Downing Street, S.W.

Secretary.

Encls. in No.

Ref. No.

LAND DEPARTMENT,

477

Card No.

NAIROBI,

..... 23/7/..... 1914.

SIR,

East Africa Syndicate Ltd.
Re. *500 aq. Mida Nawaasha Province*

I have to call your attention to the fact that the annual Ground Rent on the above area, amounting to Rs. *3750/-*, is now due from *1/7/14 to 31/12/14*

I am directed by His Excellency to inform you that the above mentioned sum under the provisions of the Crown Lands Ordinance, 1902, is payable within the space of 21 days after the same has become due, and unless so paid, I have been authorised to take immediate action in the High Court, without further notice, under section 18 (1) of the said Ordinance for a declaration of forfeiture.

I am, Sir,

Your obedient servant,

L. J. Gower

Lg. Land Officer.

To

The Manager

East Africa Syndicate Ltd.
Gilgil

[Signature]

L. O. No. 11.

C. O.
36200
REG^D
REG: 22 SEP 14

478

EAST AFRICA PROTECTORATE.

AN ORDINANCE

Enacted by Frederick John Jackson Esquire, a Companion of the Most Honourable Order of the Bath and a Companion of the Most Distinguished Order of St. Michael and St. George, Acting Commissioner for the East Africa Protectorate.

F. J. JACKSON,
Acting Commissioner.

September 27th, 1902.

No. 21 of 1902.

Crown Lands.

It is hereby enacted as follows:—

1. This Ordinance may be cited as "The Crown Lands Ordinance, 1902."

2. All conveyances, leases, and licences for the temporary occupation of Crown land made on behalf of His Majesty shall be made, and all proceedings, notices, and documents under this Ordinance shall be taken or drawn, in the name of the Commissioner, and save as therein otherwise provided shall be deemed to be made under and subject to the provisions of this Ordinance and of any rules for the time being in force under this Ordinance.

3. A conveyance, lease, or licence for the temporary occupation of Crown land under this Ordinance shall not confer any right to minerals in or under the said land, or to the waters of any river or lake.

Sales.

4. The Commissioner shall not sell to any purchaser more than 1,000 acres of Crown land in one lot without the approval of the Secretary of State, but nothing herein shall invalidate any sale.

5.—(1.) Where an agreement has been entered into for the sale of Crown land and the portion of the price therein mentioned paid the land shall vest in the purchaser, but the Commissioner shall have a lien on the land for the balance of the purchase money.

(2.) If the balance of the purchase money is not paid within six months from the date of the agreement, or within such other period as may be specified in the agreement, the land shall revert to the Commissioner, and all money paid shall be forfeited.

(3.) No purchaser of Crown land shall be entitled to a conveyance until the whole of the purchase money has been paid.

6. The Commissioner may require a purchaser of Crown land to erect reasonable boundary-marks. If any purchaser of Crown land under the Ordinance fails to erect such boundary-marks as may be prescribed, the Commissioner may direct their erection, and may recover the cost of their erection from the purchaser.

7. Any purchaser of Crown land who fails to maintain, and any person, whether the owner of the land or not, who moves, or attempts to move, or in any way tampers with the boundary-marks of land purchased from the Crown, shall be guilty of an offence, and shall be liable to a fine not exceeding 1,000 rupees, or to two months' imprisonment of either kind, or both.

8. The Commissioner may at any time enter upon and view the state of any land sold under the provisions of this Ordinance.

9.—(1.) If any land sold under the provisions of this Ordinance appears to the Commissioner to have been unoccupied for a period exceeding twelve months, he may give notice that, if within the next six months the owner does not appear and afford reasonable proof that he intends to use and develop the land to a reasonable extent, the land will be forfeited.

(2.) Such notice shall be published in the Gazette, and a copy shall be affixed to the land, and, if the address of the owner of the land is known, a copy shall be sent by post to him at that address.

(3.) If the owner does not appear within the six months, or if, having appeared, he fails to afford reasonable proof that he intends to use and develop the land to a reasonable extent, the Commissioner shall by notice in the Gazette declare the land forfeited, and the land shall thereupon revert to the Commissioner.

Leases.

10. No lease of Crown land shall exceed ninety-nine years.

11. In the absence of special provision to the contrary contained in the lease, all build-

ings on Crown land leased, whether erected by the lessee or not, shall, on the determination of the lease, pass to the Commissioner without payment of compensation.

12. In every lease under this Ordinance there shall by virtue of this Ordinance be implied covenants by the Commissioner—

(a.) That he has full power to grant the lease.

(b.) That the lessee, paying the rent and fulfilling the covenants therein contained, shall quietly hold and enjoy the premises without any lawful interruption by the Commissioner or any person claiming under him, except so far as the laws in force for the time being in the Protectorate may permit.

13. In every lease under this Ordinance there shall, by virtue of this Ordinance, be implied covenants by the lessee—

(a.) That he will pay the rent or royalties thereby reserved at the time, and in the manner therein provided.

(b.) That he will pay any taxes or charges that may be imposed upon the land or on the buildings or huts thereon.

(c.) That he will allow the Commissioner, or any person acting under his directions or in virtue of his duty as a public officer of the Protectorate, to enter and view the land leased.

14. Except where expressly varied or excepted, there shall, by virtue of this Ordinance, be implied in every lease under this Ordinance covenants by the lessee—

(a.) Not to alien, except by will, the land leased, or any part thereof, without the previous consent of the Commissioner.

(b.) To keep in reasonable repair all buildings erected before the commencement of and included in the lease.

(c.) To allow roads made by the lessee upon the land leased to be used for the public service.

(d.) To permit travellers to encamp with their servants, animals, waggons and baggage, for a period not exceeding forty-eight hours, on any part of the land leased which is uncultivated, and which is not within a quarter of a mile of a dwelling-house, and to allow them access, with their servants and animals, to any river, stream or lake upon the land leased.

(e.) To use and develop the natural resources of the land leased with all reasonable speed having regard to all the circumstances of the case.

15. In all building leases granted under this Ordinance there shall, by virtue of this Ordinance, be implied, unless such covenants are expressly varied or excepted, covenants by the lessee—

(a.) To erect the buildings specified in the lease and in the manner and within the period therein provided.

(b.) To erect such buildings of good and substantial materials, having regard to all the circumstances.

(c.) To provide reasonable drainage and water supply, having regard to the situation and purpose of the building and the health of the neighbourhood.

(d.) To keep the buildings erected in good and substantial repair.

(e.) To deliver up the buildings in good and substantial repair on the determination of the lease.

16. In all leases under this Ordinance of areas of land for the purposes of agriculture or breeding or raising cattle, or for the growth of india-rubber, cotton, tobacco or other vegetable productions, or as a timber forest, there shall, by virtue of this Ordinance, be implied, unless such covenants are expressly varied or excepted, covenants by the lessee—

(a.) To improve and develop the resources of the land in a prudent and business-like manner, and to abstain from the undue destruction or exhaustion of any timber, trees or plants for the sale or cultivation of which the land is leased.

(b.) That the lessee, his servants and agents, will not interfere with the settlements or villages of the natives, or with land allotted for native settlements or villages, and, so far as possible, will avoid all quarrels with the natives in or near the land leased.

(c.) To refer all disputes between the lessee, his servants or agents, and the natives in villages or settlements in or near the land leased to the Collector of the district.

17. Every covenant, whether express or implied, in a lease under this Ordinance, which is binding upon a lessee, shall, unless it is otherwise provided in the lease, be binding upon all persons claiming an interest in the land leased whose title is derived through or under the lessee.

18.—(1.) If the rent or royalties or any part thereof reserved in a lease under this Ordinance shall at any time be unpaid for the space of twenty-one days after the same has become due, or if there shall be any breach of the lessee's covenants, whether express or implied, the Commissioner may serve a notice upon the lessee specifying the rent or royalties in arrear or the covenant of which a breach has been committed, and at any time after one month from the service of the notice may commence an action in the High Court for the recovery of the premises, and, on proof of the facts, the High Court shall, subject to relief upon such

terms as may appear just declare the lease forfeited, and the Commissioner may re-enter upon the land.

(2.) The notice shall either be served personally upon the lessee, or shall be published in the Gazette, and a copy thereof affixed to the premises.

19. For any breach of covenants by the Commissioner, whether express or implied, in a lease under this Ordinance, the lessee shall be entitled to commence an action for damages.

Licences for Temporary Occupation.

20.—(1.) The Commissioner may issue licences to natives, or to such other persons, not being Europeans or Americans, as he may think fit, to occupy Crown land and to erect thereon a hut or huts or other temporary erection.

(2.) A licence under this section shall not permit the occupation of more than 5 acres of land.

(3.) Unless it is expressly provided otherwise, a licence under this section shall continue for one year and thenceforward until the expiration of any three months' notice to quit: provided that such notice to quit may be served upon the licensee at any time after the expiration of nine months from the date of the licence.

(4.) The rent payable under any licence under this section shall be payable monthly, or at such other period as the licence shall provide.

(5.) The benefit of a licence under this section may, with the consent of the Commissioner, be transferred by the licensee, and such transfer and the consent thereto shall be indorsed on the licence.

21. The occupant of any Crown land under a licence under section 20 may remove any hut or other building erected by him during his occupation of the land at any time before the licence expires.

22. If the rent payable under any licence granted under section 20 is unpaid for one month after it became due, or if any tax or taxes imposed upon the land, or upon the huts erected on the land, or upon the licensee, are unpaid for two months after they became due, or if the occupant of such land fails to keep the land in a reasonably clean condition, the Commissioner may eject the licensee from the land, and the licence shall be forfeited.

Compensation.

23.—(1.) The Commissioner may at any time enter upon any land sold or leased under this Ordinance, and there set up telegraph poles and place telegraph lines across such land or may lay sewers, water-pipes, or electric lines therein, without paying compensation, but making good all damage.

(2.) The Commissioner shall not be entitled under this section to interfere with any dwelling-house.

24. Where any sale or lease of land under this Ordinance transfers more than 100 acres, the Commissioner may at any time hereafter enter upon such land and construct railways, canals and roads for the benefit of the public across such land without making compensation for the land, but compensation shall be payable for all buildings destroyed or damaged.

25. Where any sale or lease of land under this Ordinance transfers less than 100 acres, the Commissioner may at any time hereafter enter upon such land and construct railways, canals and roads for the benefit of the public across such land, paying compensation for the land.

26. The Commissioner may at any time hereafter enter upon any land sold or leased under this Ordinance, and there construct railway stations, sidings or any other public works, paying compensation for the land.

27.—(1.) The Commissioner may at any time hereafter enter upon any land sold or leased under this Ordinance, and take therefrom stone and other materials for the making or repairing of roads, railways, canals or other public works.

(2.) If the materials are taken from cultivated land, compensation shall be payable by the Commissioner, but not otherwise.

28. The Commissioner may by writing under his hand authorize contractors, their servants and agents, to exercise the powers conferred upon him by section 23-28 inclusive of this Ordinance.

General.

29.—(1.) Travellers shall be allowed to encamp with their servants, animals, waggons, and baggage, for a period not exceeding forty-eight hours, on any land purchased or leased from the Crown under this Ordinance, which is uncultivated, and which is not within a quarter of a mile of a dwelling-house, and shall be allowed access with their servants and animals to any river, stream, or lake upon the land.

(2.) Any person refusing to allow travellers to encamp, or to have access to water, under this section, or interfering with travellers who are encamped, or any traveller refusing after request from the owner or lessee of the land to depart after the expiration

of the forty eight hours, or interfering in any way with the comfort or convenience of the owner or lessee of the land, shall be guilty of an offence, and shall be liable to a fine not exceeding 1,000 rupees, or to imprisonment of either kind not exceeding two months, or to both.

30. In all dealings with Crown land regard shall be had to the rights and requirements of the natives, and in particular the Commissioner shall not sell or lease any land in the actual occupation of the natives.

31.—(1.) The Commissioner may grant leases of areas of land containing native villages or settlements without specially excluding such villages or settlements, but land in the actual occupation of natives at the date of the lease shall, so long as it is actually occupied by them, be deemed to be excluded from the lease.

(2.) The Commissioner may allot for the purpose of native settlements or villages portions of the land so leased, and when and so long as these portions are so occupied, they shall be deemed to be excluded from the lease.

(3.) Any land within an area leased which has been in the occupation of natives shall, on ceasing to be so occupied, pass to the lessees.

(4.) Disputes between lessees of land and natives occupying land within or near the area leased shall be referred to the Collector of the district.

(5.) Claims by lessees for reduction of rent on account of diminution of the amount of land leased, or for other compensation on account of the exercise of the powers conferred by this section, and claims by the Commissioner for an increase of rent on account of the vacating of land formerly occupied by natives, shall be referred to the arbitration of a Judge of the High Court under section 525 of the Indian Code of Civil Procedure.

(6.) Any doubts that may arise as to whether any land is or is not included in any native settlement or village, or in lands allotted for that purpose, shall be decided by the Collector of the district.

(7.) Either the lessee of the land or the natives, if dissatisfied with the decision of the Collector, may appeal to the Sub-Commissioner of the province, whose decision shall be final.

22.—(1.) In all conveyances, leases and licences for the temporary occupation of Crown land, and in all agreements, notices and documents relating to such land, "Commissioner," shall include the holder of that office for the time being, a person duly appointed to act for him, and a person lawfully exercising for the time being the powers and authorities of that office.

(2.) In this Ordinance, in all rules made hereunder, and in all conveyances, leases and licences for the temporary occupation of Crown land, and in all agreements, notices, and documents relating to such land, "purchaser" and "lessee" unless it is otherwise specified, or unless the context otherwise requires, include personal representatives and assigns.

33. The Commissioner may make rules with regard to the following matters, and generally for carrying into effect the provisions of this Ordinance, and may apply such rules in whole or in part to the whole or to any district or districts of the Protectorate:—

(a.) The procedure to be followed in the case of applications for a conveyance, lease, or licence for the temporary occupation of Crown land respectively.

(b.) The Officers by whom, and the manner in which, the powers conferred by this Ordinance shall be carried out.

(c.) The survey of Crown land for a conveyance, lease or licence for the temporary occupation of which an application is made, and prescribing the fees to be paid for such survey by the applicant.

(d.) The demarcation and maintenance of the boundaries of Crown land which is sold, let, or temporarily occupied under a licence.

(e.) The procedure to be followed where land sold under the provisions of this Ordinance is forfeited under section 9.

(f.) The procedure to be followed for the settlement and payment of compensation under this Ordinance.

34. The Commissioner may by rules under this Ordinance prescribe the forms of conveyances, leases, and licences for the temporary occupation of Crown land, and of all other documents or notices under this Ordinance, and from time to time may vary, change, or withdraw the prescribed forms: provided that nothing herein shall prevent the Commissioner from departing from the prescribed form in any particular instance.

35. The East Africa Land Regulations, 1897, are hereby repealed.

F. J. JACKSON

Acting Commissioner,

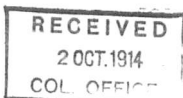
Mombasa, September 27th, 1902.

19, ST SWITHIN'S LANE,
LONDON, E.C.

EAST AFRICA SYNDICATE LIMITED.

481

1st October, 1914.



Sir,

In view of the terms of the letter of the 23rd July, 1914, from the Land Department of Nairobi to our General Manager, which letter I enclosed to you, my Directors would be obliged if you would now kindly reply to the point raised in my letter of the 21st ultimo on the subject of the due date of rent of the 500 square miles area at Naivasha.

I have the honour to be, Sir,

Your obedient Servant,

For **EAST AFRICA SYNDICATE LIMITED.**

H. Colman

Secretary.

The Under Secretary of State for the Colonies,
Colonial Office,
Downing Street, S.W.

36200

MS 36200/1914

E.A.P.

12/6/22

P.D.
1 OCT



~~£2~~ m 482

2 October 1914

Sir,

I have the honour to transmit to you, for your cursor and report, the accompanying copy of ^{possession} ~~comes~~ with the East Africa Syndicate, Ltd, in the subject of the payment of rent for the land leased to them in the Kavirato Province.

36200

DRAFT.

E.A.P.
11/10/14

Sir H. Belfield.

MINUTE.

Mr. Harper 1/10/1914

Mr. Bottomley 1/10/14

Mr.

Mr.

Sir G. Fiddes.

Sir H. Just.

Sir J. Anderson.

Lord Islington.

Mr. Harcourt.

*MS 36200

*36200

21 Sept
2 Oct 1914 (affirmed)

2. I am advised that the position would appear to be as represented by the Syndicate, but I consider it advisable to

(draft)

(OFO)

await your views before
~~to present no opinion~~
~~with any expression of my~~
~~on the subject until~~
opinion is conveyed to the
I have been furnished
Syndicate
with your views

I have to
Sincerely,
W. H. Harcourt
CITY COURT

M.S. 36200/1914

E.A.P.

3641

483



ES

2 Oct. 1914.

Sir,

directed by the Secretary
to amount

I am to acknowledge
the receipt of your letter
of the 21st of September

and to inform you that
he is in communication
with the Gov^{ernor} of the East

on the subject of the
payments for rent of
the land in the Niava
Province leased to the
Syndicate.

I am to enquire
whether Mr Harcourt is
correct in assuming
~~that the land has been~~

3200

DRAFT.

The Secretary
East Africa Syndicate, Limited.

MINUTE.

- Mr. Hooper 1/10/1914
- Mr. Boulton 1/10/1914
- Mr.
- Mr.
- Sir G. Fiddes.
- Sir H. Just.
- Sir J. Anderson.
- Lord Islington.
- Mr. Harcourt.

+ 20 36200

Copy for 9024 on 2 Oct 14

P.T.O.

that the half yearly
instalments of rent
due, in accordance
with the view of your
directors, on the 1st of
Jan^y 1912 & at six
monthly intervals up to
and including the 1st of
July 1914, in respect of
the preceding half
year, have already
been paid.

2
for the
of State
READ