

EAST AFR. PROT

200
REC'D
3 JUN 19

35200

East Africa
Coy

1919

June

Freeholding of land

475

not previous Paper.
33492

State are of original grant about of 500 Sq Miles
by 6400 acres. Enquiries how the is, who made good
of the is granted desires to deal with freehold of 320000
acres in one transaction and Coy would pay £50000
to be

copy of 335. Don. 25 June 19

Major Parkinson
Mr. Bostwick

The Co's right to purchase at
any time within the period of the lease,
the whole of the original grant for £50,000
(last para but two of the 1904 indenture)
is not affected by the supplementary lease
agreement in 34240/18, para 8.

The Govt will no doubt be prepared
to make good the shortfall by an additional
grant, but the district in which that
grant would be is surely a matter to
be decided by the Gov. in consultation
with the firm's local agent.

The last para can wait. On the
analogy of the rent, it would seem that

subsequent Paper.
39121

the £50,000 must be paid locally, & not
to the C.A. & the question whether payment
is to be made at par or at the current

has yet to be settled.
with ref to 26/12/19
to Gov. I find that

the question of freeholding
is a serious one. I enclose the original for
your perusal. I have also enclosed a copy of this letter to him by dated
18/12/19 for his attention.

the alleged shortfalls
growing out of the
ask whether he sees any

is a serious one. I enclose the original for
(2) I have also enclosed a copy of this letter to him by dated
18/12/19 for his attention.
the alleged shortfalls
growing out of the
ask whether he sees any

by the Gov. that we
in communication with the Gov. I have
telegraphed on above.

G. J. 16/6/19
Oct 16/18/19

no further
to be made.

I suppose if it is certain that we
have to make up the full 500 square
miles. I am not at all keen on any

The £50,000 must be paid locally, & not
to the C.A. and the question whether payment
be made at par or at the current
rate has yet to be settled.

With ref. to 26/12/19
I have written to Gov. pointing out that
the question of freehold
is a financial one & requires for
second copy of this letter to him by hand
I am sorry for his others on the
subject.

The alleged shortfall
is growing and
it is not clear whether he is
making any provision for it.
I am sure that if any
provision is made it will be
adequate to meet the
requirements of the
land in case of a
shortfall.

where the lease is
for 99 years & the
land is to be used
for agricultural
purposes.

by the Gov. that we
are in communication with the Gov. & have
filed graphed on above.

6/1/20 16/6/19
10/10/19
Wm. B. ...
Wm. B. ...
I suppose if it is certain that we
have to make up the full 500 square
miles, I am not at all keen on any

in view of the enormous
concession - nor would the
Syndicate if it were not for the
the present inflated price of
land.

476

Very
If the equivalent is to be in cash
it will be interesting to find how
it is proposed to be assessed - ~~very~~
~~interesting~~

Wed. 16. 6. 19

I agree, I do not see any way out of

making up the balance unless purchase the
Survey was a long time ago & it is possible
to say that they have accreted in the last
measure by inches & back part in, in
which case you would need allow for
the short acres off the purchase price
of £50,000.

7 as the price

A. G. B. 2/1/19

Yes
£8 12. 6. 15
as above

See [unclear] [unclear]

THIS INDENTURE made the 12th day of July 1904 BETWEEN CHARLES WILLIAM HOBLEY, C.M.G., the Acting Commissioner for the East Africa Protectorate (hereinafter called "the Commissioner") of the one part and THE EAST AFRICA SYNDICATE Limited of 19 St. Swithin's Lane in the City of London (hereinafter called "the Syndicate") of the other part

WITNESSETH that in consideration of the rent and covenants hereinafter contained, the Commissioner, in exercise of the powers vested in him under the East Africa Order in Council, 1902, and the Crown Lands Ordinance, 1902, hereby leases to the Syndicate the 500 square miles of land situated in the neighbourhood of Naivasha and Kilgali Stations on the Uganda Railway in the East Africa Protectorate (hereinafter called the Protectorate) and more particularly delineated on the plan in the Schedule hereto, with the right to a reasonable use of the water from any river or lake on the demised land for watering cattle or agricultural purposes.

TO HOLD the same for the term of 25 years from the date hereof,

PAYING to the Commissioner yearly during the first seven years one peppercorn annually, if demanded and during the residue of the said term the yearly rent of £500 in equal half yearly payments on the 1st day of January and the 1st day of July in each year free of all deductions.

AND the Syndicate covenant with the Commissioner in manner following that is to say that the Syndicate will, within seven years from the day

of the date hereof established in and upon the said land not less than five farms of not less than 5,000 acres each, each of which shall be adequately equipped with all dwellinghouses and huts buildings sheds and fences and adequately stocked with all live and dead stock necessary for the use and development of the land for agricultural and ranching purposes and if any question arises as to the dwellinghouses huts buildings sheds and stock are or are not sufficient for the said matter shall be referred to the Chief of Agriculture or other the chief officer in the Department of Agriculture in the Proterogate Administration and his decision, which shall be embodied in a certificate in writing shall be final.

AND the further covenants that each of the said farms shall be under the supervision and control of not more than one resident of the said farms origin.

The Syndicate further covenants that the said farms shall be conducted with a view to increasing and proving the agricultural value of the land leased, and with a view to encouraging the immigration of suitable white settlers and for this purpose the Syndicate will improve and develop the resources of the land leased in a prudent and businesslike manner, and will abstain from anything calculated to destroy or exhaust its value

AND the Syndicate further covenant that they will report to the Department of Agriculture in the Protectorate Administration any information that may be obtained from the working of the said farms as to the breeds of cattle, sheep, horses, and other animals, and the sorts and qualities of cereals, roots vegetables fruits and other agricultural produce that are most suitable for raising in that portion of the Protectorate

AND the Syndicate further covenant that all their operations in connection with the land leased shall be carried on subject to the laws in force in the Protectorate for the time being.

AND the Syndicate further covenant that they will cause surveys to be made of the land leased, and more particularly of the boundaries thereof in accordance with any rules or regulations for the survey of Crown lands now or at any time in force in the Protectorate, and that they will pay all survey fees properly chargeable in connection therewith.

AND the Syndicate further covenant that if any arrangement is come to between the Commissioner and the agent or chief representative of the Syndicate in the Protectorate for the survey of the land leased to be made by private surveyors and not by the officials of the Protectorate Administration, the Syndicate will give the Commissioner copies of the plans and surveys made, free of charge, and will place at his disposal all information that may be of

value in the administration and opening up of the Protectorate.

AND the Syndicate further covenant that throughout the said lease they will keep an agent or representative in the Protectorate at an address to be notified to the Commissioner, and that service upon him or delivery at the said address, of all Notices and other documents shall be deemed good service upon the Syndicate.

AND IT IS HEREBY MUTUALLY AGREED that when the survey of the ~~land~~^{land} has been completed, a plan of the said lands agreed to and signed by the Chief Surveyer on behalf of the Commissioner and by the chief representative of the Syndicate in the Protectorate shall be substituted for the plan in the Schedule hereto.

AND IT IS HEREBY FURTHER MUTUALLY AGREED that if, before the completion of the said survey and the substitution of the said plan for the plan in the Schedule hereto any question arises whether any particular place is or is not within the land leased, the matter shall be referred to the Commissioner and his decision shall be final.

AND IT IS HEREBY FURTHER MUTUALLY AGREED that from and after the date of the completion of the said survey and the establishment and stocking of the five farms as aforesaid the Syndicate may, at any time during the remainder of the lease, purchase the surface rights (other than the exclusive right to the waters of any river or lake) in the land leased for the sum of £50,000 provided, however, that such purchase shall not determine

EAST AFRICAN LANDS & DEVELOPMENT COMPANY LIMITED.

COMMUNICATIONS
TO BE ADDRESSED
TO THE SECRETARY

POST OFFICE ADDRESS
19, ST. LUTHER'S LANE,
LONDON, E.C. 4.

19 St. Luther's Lane,
35200
LONDON, E.C. 4.
REC'D
JUN 19 1919

482

W

Referring to your letter of the 22nd January last, No. 3064/19, on the subject of freeholding the reserve area of about 50,000 acres, I am directed to ask that this may lie in abeyance for the time being, pending arrangements which my Board have under consideration for freeholding the whole area covered by the grant and the modifying agreement of the 25th June, 1915.

To enable my Board to come to a final decision in this matter, I am to ask -

(1) Inasmuch as the area of the original grant, on survey, proved to be short of 500 square miles by about 6,400 acres, my Directors will be glad to have your suggestions as to how this short area is to be made good, for example in what district you would offer such an area?

We would remind you that the Company has carried out the obligations imposed on it as consideration for the grant of 500 square miles (320,000 acres). On this point we refer to the decision of the High Court of the East African Protectorate in 1913/4, in the case of a land grant, in the Limeru district of British East Africa, which on survey was found materially short of the area mentioned in the grant, and as the grantee had performed all

The Under Secretary of State.

11th June 1919.

433.

obligations imposed upon him the Court awarded him compensation to be satisfied by a further grant of similar quality Crown land or a cash equivalent.

(2) Should an agreement be come to for the grant to us of a further area of 6,400 acres in place of the shortfall of area being made good in cash, it would be the desire of my Board to deal in the course in a single transaction with the freeholding of the 10,000 acres, made up of the 313,600 acres of the original block, and the 6,400 acres shortfall compensation area.

(3) Assuming that it be decided by Government to settle the shortfall question by the grant of a further area rather than by cash, and that a definite 6,400 acre block be mutually agreed for the purpose, the sum of £50,000 sterling will be payable by us to the Crown Agents when we take up the freehold of the whole. My Board will be glad to hear whether the Crown Agents will be authorized to accept that amount and what procedure will have to be followed.

I am, Sir,

Yours faithfully,

^{EAST}
for WEST AFRICAN LANDS & DEVELOPMENT COMPANY LIMITED.



Secretary.
PRO. TEM.

The Under Secretary of State,
Colonial Office,
S. W. 1.

2nd/35200/19

EAP

W
led

20th June 1919

DRAFT.

The Sec.

Sir,

I am re. to ack. the

receipt of your letter of the
11th of June, and to inform

you that ~~the Gov. has~~

the Gov. of the S.P. has

~~been~~ informed by Lt. that

you wish the matter of

freeholding the whole

area of your concession in

the ~~the~~ Prot. to lie in anyone

for the present.

A copy is being sent

MINUTE.

- W. Office 18/6/19
- W. Parkinson 18
- W. B. Manning 18
- W. Grindle
- H. Lashley
- H. Ross
- G. Fisher
- A. Amery
- Milner

No 1/35200/19

E.A.P. ^{19/6/19}
head 320 H.P.

2/58

485

BRAPL

(26112)

21"

26000

unsign
your th. of
wheel drage

No 346

mixe
Opic

lants

com

~~request that~~

request that freeholding

X reser area reedthrust
may

remain abadial
in avegance for the

presen deromulish
despatch follow

hulne

1/6/19
H. Road.
G. Fiddes
Amory
Milner

In/35200/19

E.A.P.

486

Amount 72669

25 June 1919

Dear Sir,

With ref. to my tel. of the

19th of June 1919, I have re. to transmit to you the acc. copy

of a letter from the E.A. Lands

& Development Coy., Ltd., regarding

the proposed freeholding of

the whole of the concession

granted to them by the agreement

of the 12th of July 1904.

I should be glad to receive your views on the Company's

statement that the area of actually granted was short of that

referred to in the agreement by some 6,400 acres, and your

recommendation

2/6 received
Date not inserted

DRAFT.

A.P.

No. 565

J. Northey
MINUTE

Mr. Jeffries 18/6/19

Mr. Parkinson 18

Mr. Armstrong 18/6/19

Mr. Grindle

Sir H. Lambart

Sir H. Hoare

Sir G. Peckham

Col. Amery

Lord Milner

25/6/19
J. Northey

recommendations with regard to making
any such ^{arrangement} ~~arrangement~~ should be
good the shortage; & I shall ~~also~~ be
glad to learn whether you have any
objection to the Company's exercising their
right to freehold the whole of their
concession ^{in one single transaction}
~~all at once~~ as they propose.

3. With ref. to the last para. of the
enclosed letter, I presume that any
decision which may be arrived at in
regard to the payment of the annual
rent (to which reference was made
in my let. of the 7th of June) will
apply also to the same arrangements
as may be made in connection with
the payment of the purchase price of the
concession, if the freehold is taken
up by the Company when the
exchange value of the rupee is still
above par.

I have to
(Sd) WILNER

recommendations with regard to making
 any such ^{shortage} ~~shortage~~ ~~of~~ ~~gold~~ ~~to~~ ~~be~~
 glad to learn whether you have any
 objection to the Company's exercising their
 right to freehold the whole of their
^{in our right transaction}
~~concession~~ ~~as~~ they propose

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 the payment of the purchase price of the
 concession, if the freehold is taken
 up by the Company when the
 exchange value of the rupee is still
 above par.

I have on
 (200) MILNER