

AST 1000
10000

179

Gov. Briefed Re.

German East Africa

1915
2 March

Pres. of disposal of Somali
Scots not yet decided.

Last previous Paper.
100405

~~Mr. B...~~ Sir G. Fiddler.

This had better be discussed
with Mr Archer as soon as
he arrives. They have done
nothing yet as to sending the
people to Beber.

To Gov. 4 March ✓
To Mr. 5 March ✓

As the work is completed
reply to take note -
Feb
and covering
8. 3. 15

Next subject
No.

at 4.30

10179

351

5 March 1915

Sir,
 With ref. to the Dms's
 note of Feb 16th
 forwarding a copy of
 a tel. from the G.O.C.
 in S. Africa regarding
 trouble among the
 Somali mounted Scouts
 & a etc to forward
 to you, for the info
 of the C.C., copies of
 telegraphic corresp.
 on this matter with
 the Gov. of the E.A.P.

DRAFT.

The Sec.
 War Office

MINUTE.

- Mr. Ellis 4/7/15
- Mr. Read 4
- Mr. -
- Mr. -
- Sir G. Fiddes.
- Sir H. Just.
- Sir J. Anderson.
- Lord Islington.
- Mr. Harcourt.

To Gov. tel 27 Feb
 9428

To Gov. tel. 2 March
 10179

To Gov. tel 4 March
 10179

2 In view of the

present position in
 S. Africa, Gov. G.

Consider it of great
 importance that these

may should not be
sent to [unclear] so
Barbara [unclear] [unclear]
has had a opportunity
of discussing the
question with the
Commissioner of
Somaliland, who is
expected to arrive
in this country in
a few days' time.

H. J. R.

may should not be
sent for Mrs. to
Barbara who she
was had an opportunity
of discussing the
question with the
Commissioner of
Somaliland, who is
expected to arrive
in this country in
a few days' time.

H. J. R.

TELEGRAM

TELEGRAM. The Secretary of State for the Colonies to the
Governor of the East Africa Protectorate.

(Sent 6.15 p.m. 4th March, 1915.)

March 4th.

Your cypher telegram of March 2nd Somali
Scouts. Please take no steps for sending them to
Berbera without instructions from me.

HARCOURT

GOVERNMENT HOUSE,
NAIROBI,
BRITISH EAST AFRICA

15

March 2nd 1915.

4669-20



ASIA & AFRICA PROTECTORY

No. 157

Sir,

By
48382
14

I have the honour to acknowledge the receipt of your despatch No.1083, of December 18th, and to transmit herewith, as requested, a copy of the mica lease proposed to be granted to Mr. Moynagh when the latter pays in the sum of Rs.221 due from him for Survey fees. The attached correspondence from the Commissioner of Mines explains why no lease has been drawn up for Mr. Paqualin.

Draft Lease

From Commissioner
of Mines
24. 2. 15
with enclosure

2. As regards paragraph 2 of your despatch the Attorney-General has prepared a draft Bill amending the Mining Ordinance to give effect to your proposal and this will be considered in Legislative Council in due course.

3. The other consignment of mica shipped to

MEMORABLE

OF STATE FOR
MINING STR...

to England was a trial shipment sent by Mr. S. Clarke from one of his Mukaa claims held under the Mining Ordinance 1912 for which no lease has been granted him. The royalty paid thereon amounted to Rs.334/60 being 10% on Rs.3,346 nett profits realised on the sale of 883 lbs of mica.

I have the honour to be,
Sir,

Your humble, obedient servant,

Alonway Beyield.

GOVERNOR.

ENCLOSURE

Office of the Provincial Administration,
Nairobi.

24th February, 1915

15/15

The Honourable,
The Chief Secretary,
Nairobi.

Messrs: Moynagh's and Paqualin's Mining Leases.

Ref. S.4747 Vol 2 of 19th ultimo.

I enclose copy of Mr. Moynagh's Mining Lease which is held in triplicate by the Deputy Director of Surveys for attachment thereto of deed plans before execution. These deed plans Mr. Townsend is waiting to issue as soon as the sum of Rs.221/- for survey fees due to his Department has been paid in by Mr. Moynagh.

(ii) The attached memorandum shows the history of the Moynagh-Paqualin-Tebay correspondence and explains why no lease of 160 acres of land to Paqualin has been drawn up.

(iii) The consignment of mica shipped to England by Mr. S. Clarke at the beginning of the year was a trial shipment from one of his Mukaa claims held under the Mining Ordinance of 1912 for which no lease has been granted him.

(iv) The royalty paid thereon amounted to Rs.354/10 being 10 per cent of Rs.3,548/-, nett proceeds realised on the sale of 1,216 lbs of mica.

The question of the amendment of the Ordinance referred to in para. 2 of the Secretary of State's letter should be referred to the Hon'ble Mr. Hobley, to whom I am forwarding a copy of this correspondence.

Acting Commissioner of Mines.

P.H.

3

Memorandum to Messrs. Moynagh and Paqualin

The area covered by Messrs. Moynagh's and Paqualin's lease was originally pegged out by Messrs. Zeuner, Huebner and was declared abandoned by Mr. Hobley in February 1913 under 10 of the Mining Rules 1902. Mr. Moynagh opened up a mine where mica had been discovered some 18 months previously. He can hardly lay claim to be the original discoverer. In April, 1913 Mr. Hobley recommended that 1. 200 tons of saleable mica should be mined about 2 cons of saleable mica should be mined on 320 acres and Mr. Paqualin a lease of 160 acres approved and Messrs. Moynagh and Paqualin were offered terms which were as follows:-

Period:- 21 years Rent:- Rs. 5 per acre per annum
Royalty:- 10% on value of gross output at price less cost of transport to market.

In July 1913 Mr. Paqualin was allowed to consign about 3400 lbs of mica and would furnish certified copies of the product same for estimating the royalty due to him. No record in the file of any account rendered to date.

On September 29th Mr. Hobley submitted for approval a draft lease for 160 acres and returned it for His Excellency's approval.

Despite remissness on the part of the Government on December 5th the draft lease of the Government of Mysore which had been passed by the lawyers (with certain alterations) had been forwarded to

Exceptions and Reservations.

2. Except and reserving out of the demise hereby made First All and singular the mines minerals (other than the minerals hereinbefore expressly demised) mineral oils and precious stones within or under the demised premises together with full liberty and power to work and get the same and such other rights and privileges over or in respect of the demised premises as are in these presents reserved and contained. Secondly the waters of any river or lake, except such water as shall in the opinion of the Commissioner of Mines be necessary for carrying on the operations of the Lessee under these presents, provided that any water diverted from any river shall be returned to such river, and Thirdly Full liberty and rights to construct roads and railways dams reservoirs and to carry erect or lay any telegraphs telephones electric power or light lines pipe or pipes conduits watercourses or any other appliances for the conveyance of water on over or under any part of the demised premises and also to lay any gas-pipes and erect any railway telegraph and telephone stations for the public use over any part of the demised premises and also reserving liberty as aforesaid from time to time with workmen and others to enter on the demised premises for the purpose of constructing repairing inspecting and maintaining any such roads railways dams reservoirs telegraphs telephones lines gas-pipes water pipes conduits and water courses railway telephones and telegraph stations except as aforesaid to hold the said lands hereditaments and premises unto the Lessee for the term of 21 years f.o. the day of one thousand nine hundred

1891

Exceptions
and
Reservations.

2. Except and reserving out of the demise hereby made First All and singular the mines minerals (other than the minerals hereinbefore expressly demised) mineral oils and precious stones within or under the demised premises together with full liberty and power to work and get the same and such other rights and privileges ever or in respect of the demised premises as are in these presents reserved and contained. Secondly the waters of any river or lake, except such waters as shall in the opinion of the Commissioner of Mines be necessary for carrying on the operations of the Lessee under these presents, provided that any water diverted from any river shall be returned to such river, and Thirdly Full liberty and rights to construct roads and railways dams reservoirs and to carry erect or lay any telegraphs telephones electric power or light lines pipe or pipes conduits water courses or any other appliances for the conveyance of water on over or under any part of the demised premises and also to lay any gas-pipes and erect any railway telegraph and telephone stations for the public use over any part of the demised premises and also reserving liberty as aforesaid from time to time with workmen and others to enter on the demised premises for the purpose of constructing repairing inspecting and maintaining any such roads railways dams reservoirs telegraphs telephones lines gas-pipes water pipes conduits and water courses railway telephone and telegraph stations except as aforesaid to hold the said lands hereditaments and premises unto the Lessee for the term of 21 years from the day of thousand nine hundred and



Reservations.

2. Except and reserving out of the demise hereby made First and singular the mines minerals (other than the mine heretofore expressly demised) mineral oils and precious stones within or under the demised premises together with full liberty and power to work and get the same and such other rights and privileges over or in respect of the demised premises as are in these presents reserved and contained. Secondly the waters of any river or lake, except such water as shall in the opinion of the Commissioner of Mines be necessary for carrying on the operations of the Lessee under these presents, provided that any water diverted from any river shall be returned to such river, and Thirdly Full liberty and rights to construct roads and railways dams reservoirs and to carry erect or lay any telegraphs telephones electric power or light lines pipe or pipes conduits watercourses or any other appliances for the conveyance of water on over or under any part of the demised premises and also to lay any gas-pipes and erect any railway telegraph and telephone stations for the public use over any part of the demised premises and also reserving liberty as aforesaid from time to time with workmen and others to enter on the demised premises for the purpose of constructing repairing inspecting and maintaining any such roads railways telegraphs telephones electric power or light lines pipe or pipes conduits watercourses or any other appliances as aforesaid to hold the demised premises and premises unto the day of the 21st year of the day of and

approved by him in writing.

6. The Lessee hereby covenants with the Governor in manner following:-

(1) To pay the fixed or yearly rent and royalty at the times and in manner aforesaid.

(2) At all times while any royalty shall be payable under these presents keep and furnish quarterly to the Commissioner of Mines such accounts as may from time to time be required by him for the purpose of ascertaining the amount of the royalty payable under this demise and to permit the Commissioner of Mines and all persons authorised by him at all reasonable times to inspect such accounts and all the documents in the possession of the Lessee relating to his operations under these presents and to make copies thereof and to take extracts therefrom.

(3) To search for dig work get and obtain the said mica efficiently to the satisfaction of the Commissioner of Mines and without interruption.

(4) To employ in or about the mines and the demised premises a number of men sufficient to the efficient mining of the demised premises. Provided however that the Commissioner of Mines may from time to time on the application of the Lessee and for good cause issue a certificate under his hand suspending the operation of this and the last preceding covenant for any period not exceeding six months upon such conditions (if any) as the Commissioner of Mines shall deem necessary. Provided further that any failure on the part of the Lessee to comply with the conditions shall be deemed to be a breach of the conditions.

The Commissioner of Mines or any person

thereon at all times and

Lessee's Covenants.

rent and Royalty.

To keep accounts.

to work efficiently.

to employ sufficient number of men.

any manner for the purpose of making any inspection or examination he may desire to make and the Lessee shall carry out and observe every reasonable direction the said Commissioner may give for the safe working of the operations authorized by these presents.

(6) To provide at his own expense an office and a competent and suitable European agent or representative resident upon the demised premises to whom all notices and directions under these presents may be given.

(7) Not at any time during the said term to use the said lands for any purposes not expressly or by implication authorized under or by virtue of these presents and in particular and without prejudice to the generality of the preceding provisions will not at any time get or remove from the demised premises any precious stones or any ores or minerals (other than the minerals hereinbefore expressly demised) except such stone clay sand and gravel as are before mentioned.

(8) At all times during the said term to conduct all his operations under these presents in such a way as to cause the least possible annoyance to or interference with any natives.

(9) If at any time any native or natives shall be disturbed in the use, occupation or enjoyment of the said land or any part thereof by the exercise by the licensee of any right, power or privilege conferred or authorized by or under these presents, to pay to the Commissioner of Mines on behalf of such native or natives such sum as the Commissioner of Mines shall determine

keep agent property.

to use and for authorized purposes.

to interfere with natives.

pay compensation to natives in case of disturbance.

determine shall be paid to such natives as compensation for such disturbance.

(10) To observe and perform all and singular the Rules that may from time to time be made by the Governor under the said Regulations or under any other law for the time being in force to enforce the safe and proper working of mines and other matters and things therein referred to.

(11) On the determination by any means of the said term, and if so required by the Commissioner of Mines to forthwith fill up, fence or secure to the satisfaction of the Commissioner of Mines all shafts, pits, holes and excavations, on the demised premises.

7. The provisions of these presents and the rights and interests of the Lessee thereunder shall be subject in all respects to the East Africa Mining Regulations 1902 as amended by the Mining Regulations (Amendment) Ordinance 1907 and all rules and Regulations issued thereunder and the Lessee will during the said term duly comply with all such Ordinances, rules and regulations and in particular will perform and observe, fulfil and comply with all the covenants clauses and provisions implied on the part of the Lessee as if the said covenants clauses and provisions were set forth in these presents and were the covenants to the part of the Lessee.

8. The Lessee shall not... or pollute any river, stream or water course.

To observe rules for safe mining.

To fill up etc., excavations etc.

To observe Ordinance and in particular covenants and provisions implied by same.

offer... ns... ing or... rfering... h water.

watercourse...
will not...
of the Commissioner of Mines divert dam or...
otherwise interfere with any river spring or
watercourse in or upon the demised premises and
will at all times during... permit all
natives and other persons... to and
the use for all such purposes... opinion
of the Commissioner of Mines... of
any dam reservoir or other water...
demised premises.

provision for
entry for
on-payment of
rent and
royalty.

9. If the rent and royalty here
reserved shall be in arrear and in
space of 21 days next after any of
hereinbefore fixed for payments...
lawful for the Commissioner of Mines or any
duly authorised by him in that behalf...
upon the premises hereby demised and to...
machinery, tools, buildings or other...
the Lessee for the time being in under...
part of the premises... for or
respect of such rent...
have been paid...
authorised to receive...
seizure...
hereunder...
so that of any creditors...

10. If the...
of the...
authorised to...
...
...

decision of such person shall be final.

15. Notwithstanding anything herein contained all natives shall be entitled to exercise on or over any part of the demised premises which in the opinion of the Commissioner of Mines shall for the time being not be actually used for the operations of the Lessee all such customary rights as in the opinion of the Commissioner of Mines may have been heretofore exercised by the natives on or over the demised premises or any part thereof and the demise made by these presents and the interest of the Lessee thereunder shall be subject to all such rights.

16. The receipt of any rent or royalty by or on behalf of the Governor shall not be or be construed as a waiver of any antecedent or then subsisting breach of any of the covenants or agreements on the part of the Lessee herein contained or implied or of any rights or remedies of the Governor or the Commissioner of Mines by virtue of or in connection with any such breach.

17. Any notices given under these presents or relating to the demised premises may in addition to any other method for the time being authorized for serving the same be given to the Lessee by leaving the same with his agent or representative for the time being on the demised premises or by leaving the same for the Lessee at any office or building on the demised premises and any notice so left shall be deemed to have been given at the time it is so left.

18. The Lessee may at any time during the said term determine this demise upon giving to the Commissioner of Mines notice in writing of not less than calendar months' notice.

Saving customary rights of natives.

Receipt of rent and royalty not to waive any right of the Government.

Notices.

Power of Lessee to determine the same.

notice in writing of his intention so to do and upon paying the rent and Royalty and performing and observing the covenants agreements and provisions herein contained or implied to the day of the said term being so determined.

Lessee to pay for preparation of lease.

10. The Lessee will pay to the Commissioner of Mines on demand the sum of Rs45/- for the preparation of this lease.

IN WITNESS whereof the said parties hereto have hereunto set their hands and seals the day and year first above written:-

Signed by the Governor and
sealed with his Official
Seal and duly delivered in
the presence of:-

and sealed and delivered
by the named William
in the presence of:-

Son

1579



Class 1579

DRAFT.

Del :

Governor
Nairobi

MINUTE.

Mr. Robinson 9.4.15

Mr. Reed 9

Mr. ...

Mr.

X Sir G. Fiddes. 10 *Alon*

Sir H. Just.

Sir J. Anderson.

Lord Islington.

Mr. Harcourt.

for common

the despatch of 2 hand, as
 unbosomest
 153 mia (do I rightly under-
 stand that) [in hand] throughout
 termless hierlooms
 taken net profits (to be) azurite
 [proud of role] less freight
 roborase
 and expenses of role but
 everliving
 [without any further] deduction
 trafermo
 (role) on this basis is nearly
 ten per cent orbital
 the same as (9%) a gross output
 rockers (in profit)
 as defined with tel. of 15/11/15
 reconcilio un-
 1913 [and] identity
 alon
 and this [use] should be
 can-
 in allying Madras [Gordon]

