

EAST AFR. PROT
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S. J.
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REC'D
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Secretary 199

Belfield

THE IRELAND'S LAND AT NANDI

1915

21st Sept

Reports on claim for exemption from payment of rent until a road has been constructed or, alternatively, until the end of the war.

Last previous Paper.

6/30279

Resd. L. G. Fiddes

Current
Amplified

This is not altogether clear, but I submit aft. for answer to Col. Fiddes

W.L.B 2.11.15

A. J. B.

5/31/15

7 Ireland's Land
No 210 - 10/15/15 sent to
20 Dec 15/15

Next subsequent Paper.

9/57818

222

50261
1 NOV 15

GOVERNMENT HOUSE
NAIROBI,
BRITISH EAST AFRICA.

EAST AFRICA PROTECTORATE.

No. 709.

September 21st, 1915.

SIR,

302-19

I have the honour to acknowledge the receipt of your despatch No. 491 of July 5th respecting an application by Lieutenant H.R.H. Ireland for exemption from the payment of rent on his land at Nandi until a road to the property has been constructed or, alternatively, until the end of the war.

2. The farm in question stands, in the records of the Land Office, in the name of a Mr. Rainbow, and Lieutenant Ireland is represented as his manager. In all the correspondence that has taken place on the question now under consideration Lieutenant Ireland has never represented himself as the owner of the farm, unless his reference to 'my property' in paragraph 5 of the enclosure to your despatch may

be

THE RIGHT HONOURABLE
ANDREW BONAR LAW, P.C., M.P.,
SECRETARY OF STATE FOR THE COLONIES,
DOWNING STREET, LONDON, S. W.

be taken as an intimation that the farm is his and not Mr. Rainbow's.

3. As regards the request that rent should be waived till such time as the road from Muforoni had been extended to his farm, I would say that Lieutenant Ireland applied in October last for this concession, alleging in support of his application that the cost of improvements then effected had been increased by about 50% owing chiefly to the enhanced cost of transport by donkeys and porters necessitated by the lack of a road from the foot of the Escarpment to his farm.

As such disabilities of transport are invariably taken into account by the Land Rangers when assessing the value of improvements, and as no promise had been given by Government in respect of the construction of the road beyond the foot of the Escarpment, and, further, as a purchaser must be presumed to have known the particulars of the property which he had elected to acquire, I was unable to accede to the request preferred.

4. Lieutenant Ireland's references to allotments and "occupation licence" are somewhat misleading. The facts of the

case are these:-

- (a) When the choice of farms in this district was given to settlers in 1911 they were informed that, owing to the fact that no roads had been surveyed, they would not be called upon to occupy or develop their farms till such time as the necessary survey had been effected, and that no rent would be charged in the meantime.
- (b) Those who wished to get occupation of the farms allotted to them, and take out licences were allowed to do so.
- (c) Lieutenant Ireland asked for permission to occupy in 1911, but apparently did not avail himself of the permission which was granted till 1913. His licence was issued on February 1st, 1913, with a stipulation that development was to be completed by January 31st 1915, and I am informed that the necessary development has now been completed.
- (d) Other settlers who asked for "occupation" prior to the issue of licences have paid rent from the dates of occupation, and their licences, when issued

issued, were ante-dated accordingly. No complaints have been received from any of them in respect of such rents.

(e) Lieutenant Ireland, on the other hand, when his licence was issued demurred to paying rent from the date on which permission was granted to occupy, on the ground that he did not avail himself of the privilege at the time. Consequently rent was charged only from the date on which the licence was issued.

5. It will thus be seen that the statement that "an occupation licence having been taken out for 1479, it has paid rent since its allotment" is, to say the least of it, misleading; and, under the circumstances I see no reason for indulgence in Lieutenant Ireland's case.

6. As regards the alternative request that rent may be waived until the end of the war, I may say that demands for rent from lessees who are on active service are being held in abeyance, for the present, but I do not propose that Government should waive all claims to rents that accrue during the period of the war.

I have the honour to be,
Sir,
Your humble, obedient servant,

Alaua Stead
GOVERNOR.

Gov
30279

EAP
~~So~~ go

9.1
6 Nov. 1915
Sir

DRAFT.

Capt. H.R.H. Ireland

Done 5780

MINUTE.

- Mr. ~~Northam~~ 24/10
- Mr. Read 2
- Mr.
- Mr.
- Mr. G. Fiddes. 4/10
- Sir H. Just.
- Mr. J. Anderson.
- Mr. Steel Maitland.
- Mr. ~~...~~

for ~~...~~

Copy for GIC memo 20 Dec 15 5780

With ref. to the letter from the Dept of the 5th of July, I am directed by the Secy. Roman Law to inf. you that he has now received a despatch from the Gov. of the E.A.S. on the subject of your request that the payment of road on the farm, lots 1479 roads, in which you are interested should be assessed until a road to the property has been constructed.

The Governor of the ... he was unable to grant your request when it was put before him in ...

fact of the cost of transport
over the Encampment, on
which your application
was based, was had, in the
judicial course, been taken
into consideration by the Land
Ranger, when assessing the
value of improvements ~~of~~ on
the land, and also because
no promise had been given
by the Govt. that the
road would be carried
beyond the foot of the
Encampment.

3. With regard to your
alternative request that
rent should be waived during
the war, the Govt. states that
demands for rent from
landowners are in ~~the~~
and being ~~in~~
absolutely but that he does
not propose that claims to
rent, accruing during the
war should be waived. Whether

the payment of rent in this
for the period of the war
can be postponed
until after the war is over

There seems to be
through the Govt.
24th May 20
L.M.

depends on the present
 nature of your connection
 with it. It appears that
 the farm stands in the
 records of the land office,
 in the name of Mr. Hamilton
 and that you are represented
 as his tenant. If this is
 the case, however, the
 fact that you are engaged
 on military duty would
 seem not to be a sufficient
 reason for postponing
 the payment of rent.

4. Your contention of
 your position with that
 of a ^{holder} tenant of the farm
 is the strongest would seem
 to be based on a
 misapprehension. Nothing
 that I can do know of your
 was given to either in 1844. I
 have told that owing to the
 fact that no words had been
 conveyed they would not be
 called upon to do so or
 should the farm stand in

no rent would be charged in
the absence of the lease of
those premises was asked for
occupation prior to the issue
of business rent has been
charged from the date of
reception and possession
that in your case rent
was not charged until the
date (Feb 2nd 1913) of
the occupation licence and
although you had applied
in 1911 for permission to
occupy you had not

availed yourself of the permission
at the time. In the circumstances
I am bound to say that
your case is remarkable
and that less favourable
treatment has been given
in the case of your [unclear]
than in the case of [unclear]

2