

1937

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KENYA

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PETITIONS

MR. T. SEDGWICK

Previous

Subsequent

R. 297 12/1/37

R. 309 19/1/

Mulaskin 27

Mr. Flood 28

Sir C. Bottomley 1-2.

~~R. 304~~

299 6/2

297

PETITIONS.
COTTON.
Nominal.

Trs. petition, dated 11.9.36, from Mr. F. Sedgwick asking for redress on account of the refusal of Govt. officers to grant him a licence to buy cotton from natives for ginning at a ginney situated on L.R.No.4881, held by Messrs. Sedgwick and Goodwillie, at Taveta and comments thereon stating that he does not consider that Mr. Sedgwick has any legal or moral claim for compensation but thinks it would be fair that the Dept. of Agriculture should assist him as far as possible to dispose of his ginney plant in the market.

Mr. Sedgwick petitions the Secretary of State for the redress of an injustice resulting in severe financial loss which he alleges he has suffered through the actions of the Kenya Government.

The particular grievance is that, while he was temporarily absent from the Colony, Government, without notifying him, ceded the buying and ginning rights originally granted to him, to other parties.

From 1924 to the end of 1930 Mr. Sedgwick and/or his partner, Mr. Goodwillie, were the holders of licences issued annually under the Kenya Cotton Rules, which enabled them to buy cotton grown in the Teita Native Reserve and on their own estate, and to gin it at their own ginney. The petitioner complains that Government ceased to encourage the growing of cotton in the Native Reserve shortly after the ginney had been erected, in spite of an assurance given that it would be continued. This is denied by Government. The Agricultural Supervisor in the area was transferred to Machakos in 1925 and it was intended that he should make periodical visits from Machakos to Taveta, but, the Governor says, there was, of course, no undertaking that any officer of the Department of Agriculture would be stationed for any particular period in Taveta to encourage cotton growing, and that there is no record of any previous complaint having been made to the Department of Agriculture by the petitioner or his partner on this score.

In May 1931 the petitioner and his partner informed the Director of Agriculture that they had ginned no cotton since the end of 1930 on account of the complete failure of the crop. They did not apply for renewal of their buying and ginning licences, and shortly afterwards quitted the Colony, leaving no intimation that they intended to resume operations at a later date.

The petitioner makes the point, however, that a watchman was kept on the premises and all plant, buildings, etc., were kept in order with a view to re-opening, and that rent was regularly paid to Government in respect of the ginnery site.

At the end of 1934 native interest in cotton growing at Taveta was revived and in April 1935 Government issued ginning and buying licences to Messrs. Homer Brothers at Taveta on the assumption that the petitioner and his partner had abandoned their enterprise. The Governor admits that it was unfortunate that the petitioner was not notified of the intention to grant licences to Messrs. Homer Brothers. He finds it doubtful, however, whether there was any obligation to do so and considers that Mr. Sedgwick has no legal or moral claim for compensation.

It would seem that any rights which the petitioner may have had lapsed in 1931 when he omitted to renew his buying licence (£5 per annum) and ginnery licence (£25 per annum).

Clearly

Clearly there would be no room for two buyers and ginners in the Taveta area, and as the petitioner has now sold the ginnery site, there appears to be no claim to be met by the Kenya Government. The Department of Agriculture is prepared to assist to the extent of helping Mr. Sedgwick to dispose of his ginnery plant.

^{Spine}
There appears to be no grounds for the Secretary of State's intervention and the Governor may be asked to inform the petitioner that the Secretary of State has received his petition and is not prepared to intervene.)

but, while regretting his misfortune, sees no grounds to justify his intervention, & appeals to the Secretary of State to assist Mr. Sedgwick to dispose of his ginnery plant.

C.A. Ross with

19.1.1937

He has had land here, but ?
agree that there is no case for compensation.

? as proposed (or amplified)

J. J. Paine
27/1

Mr. Sedgwick stopped ginning in 1930 and left Kenya in 1933 on the pretext... The fact that he kept up his rent & kept a watchman means nothing. If he hadn't the land would have reverted to Govt. & the buildings gone to ruin.

But Col. Homer had his own ginnery running in 1930 & it is not suggested that he enlarged it or anything to handle the native crop as he would not be denied it by

buying license are not realized. Dr M Sedgwick could have
been given one also (even though one is enough) were it not
that Homer Piers were promised the sole right in return for
giving the native cotton.

But there was no undertaking to Mr Sedgwick at
any time and as he chose to go away before and didn't
keep up his license he has no case.

? has proposed

J. W. Ford
29.1.

We must assume from the
despatch that Dr Sedgwick has
completed the sale, in spite of
what he said in September.

I do not think that he
could reasonably have expected
to resume his operations in
good times while meeting the
obligation to buy whatever little
cotton was grown in the bad times.

As the Post's business.

W.S.
1.2.37
Stone

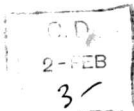
2 Tokema - 112 - (1 ansd) — 6/2/57

Ad

C. O.

Mr. Grossmith 2/2/37
 Mr. Parkin 2/2 f.s.
 Mr.

Sir C. Parkinson.
 Sir G. Tomlinson.
 Sir C. Bottomley.
 Sir J. Shuckburgh.
 Permt. U.S. of S.
 Parly. U.S. of S.
 Secretary of State.



Downing Street,
 6 February, 1937.

Sir,

I have etc. to acknowledge the

receipt of Sir Joseph Byrne's despatch
 No. 671 of the 18th of December regarding
 a petition addressed to me by Mr. T.
 Sedgwick.

2. I shall be obliged if you will
 cause Mr. Sedgwick to be informed that I
 have received his petition but that, while
 I regret ~~his~~ his misfortune, I see no
 grounds to justify my intervention.

3. I note with approval the
 intention to assist Mr. Sedgwick to dispose
 of his ginnery plant.

I have, etc.

(Signed) W. ORMSBY CORE

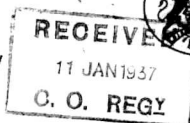
DRAFT.KENYA.NO. 112

O.A.G.

FURTHER ACTION.

KENYA.

No. 671



GOVERNMENT HOUSE,
NAIROBI,
KENYA.

18 DECEMBER, 1936.

Sir,

I have the honour to transmit to you, for your consideration, a petition addressed to you by Mr. T. Sedgwick of Taveta in this Colony, in which he asks for redress on account of the refusal of the Government officers concerned to grant him a licence to buy cotton from natives in the Teita district for ginning at a ginney situated on L.R.No. 4881, held by Messrs. Sedgwick and Goodwillie, at Taveta.

2. In 1924, when approximately 100 acres of native-grown cotton were under cultivation in the Teita Native Reserve, Mr. Goodwillie, Mr. Sedgwick's partner, applied for licences to gin and buy cotton. (The Kenya Cotton Rules (Chapter 154 of the Revised Subsidiary Legislation) provide that no person shall gin cotton without a licence issued by the Director of Agriculture and that no person shall purchase unginnyed cotton without a licence issued by the District Commissioner.) These licences were granted and the ginney, which is situated on L.R.No. 4881, Taveta, began operations in January, 1925. An Agricultural Supervisor of the Department of Agriculture was stationed in the district with a view to encouraging the planting of cotton by the natives, and in March 1925 the acreage under cotton had increased to 260 acres, 100 acres of

Handwritten: 2

-1-

which

THE RIGHT HONOURABLE
W. ORMSBY GORE, P.C., M.P.,
SECRETARY OF STATE FOR THE COLONIES,
DOWNING STREET,

L O N D O N. S.W. 1

which were on Messrs. Sedgwick and Goodwillie's estate.

3. The price of ginned cotton then declined and in April, 1927 Mr. Goodwillie informed the Director of Agriculture that "owing to the price during the past season, there is no native cotton being planted, so this does away with any necessity for a public ginnery in Taveta." During the year 1927, however, the ginnery produced 18,160 lbs. of lint from 20,000 lbs. of seed cotton bought from natives and 48,000 lbs. grown on the estate.

4. In May, 1931, Messrs. Sedgwick and Goodwillie informed the Director of Agriculture that they had ginned no cotton since the end of 1930 on account of the complete failure of the crop, and did not apply for renewal of the ginnery licence or the buying licence which they had been granted annually since 1924. Later Messrs. Sedgwick and Goodwillie left the Colony and operations at the ginnery were entirely suspended. No intimation was given that they had any intention of resuming operations at a later date.

5. In the meantime, Messrs. Homer Brothers had been developing cotton on their estate at Taveta and about 1930 erected their own ginnery to deal with this crop. At the end of 1934, with the encouragement of the Department of Agriculture, native interest in cotton-growing at Taveta had been revived, and in April, 1935 Messrs. Homer Brothers applied for a ginnery licence with a view to buying and ginning the native crop. This was the outcome of an invitation given to Colonel E.E.F. Homer by the Director of Agriculture in a letter ...

/in a letter of the 4th December, 1934 in the following terms:-

"Wakefield, the Senior Agricultural Officer, Moshi, has suggested to me that you might be willing to purchase all cotton grown in the Taveta area by natives for ginning at your ginnery, if we gave you a ginnery licence at a very small fee (say Sh. 10/- per annum) and that then you would supply seed free to the natives; the concession would be that of the sole buying rights, subject to agreement with the Director of Agriculture as to prices."

Neither Mr. Sedgwick nor Mr. Goodwillie was at that time in the Colony, and it was necessary to make early arrangements to gin the native-grown cotton which was being offered. It was, in fact, assumed that these gentlemen had abandoned their enterprise. A ginnery licence and a buying licence under the Kenya Cotton Rules were accordingly granted to Messrs. Homer Brothers in April, 1935.

6. When Mr. Sedgwick returned to the Colony recently and applied for renewal of his ginnery and buying licences, the Director of Agriculture was unable to agree to the renewal of the buying licence in view of the buying licence granted in the interim to Messrs. Homer Brothers. Rule 17 of the Kenya Cotton Rules provides that a buying licence (without which a licence to gin at his Taveta Ginnery would be useless to Mr. Sedgwick) may be refused on the ground, among others, that a sufficient number of buying licences in the area have already been granted. Mr. Sedgwick's application was refused on this ground.

7. The position is complicated by the fact that the Kenya Land Commission recommended (Report: paragraph 1231) the acquisition of L.R.No. 4881, on which the ginnery stands, for addition to the native reserve. Negotiations have now been concluded with Mr. Sedgwick, who has agreed to sell the estate for a sum of £1,400 (to be found from Local Native Council funds, as recommended by the Commission) subject to the condition that he may

remove the buildings and machinery standing thereon. He has therefore abandoned any intention of resuming ginnery operations on this estate, and his aim, as was explained in an interview granted to him by the Colonial Secretary on the 21st September, is to obtain a licence for a ginnery elsewhere to which he can transfer his plant. There is, however, little probability of Mr. Sedgwick's being the successful applicant for the only ginnery licence (Homa Bay) for which applications are likely to be invited during the next two or three years. A copy of the record of the interview referred to is enclosed.

Record of Interview.

8. Mr. Sedgwick's contention that the Agricultural Supervisor was withdrawn from Taveta after a short period is correct. The officer was transferred to Machakos in 1925, and it was intended that he should make periodical visits from Machakos to Taveta. There was, of course, no undertaking that any officer of the Department of Agriculture would be stationed for any particular period in Taveta to encourage cotton-growing, and there is no record of any previous complaint having been made to the Department of Agriculture by either Mr. Sedgwick or Mr. Goodwillie on this score.

9. Mr. Sedgwick further represents that the "ceding of rights granted me, without notice, to other parties for all time" constitutes an injustice. It should be observed that the "rights" granted to Messrs. Sedgwick and Goodwillie were licences to gin and purchase cotton. These licences expired annually, and there is no record of any undertaking having been given either as to renewal of the licences or as to the exclusion of any other ginnery or buyer from the Taveta area. The true position is that the buying licence which had previously been

been held by the petitioner was granted to another party after a lapse of four years during which the petitioner acted in such a manner as to lead the Department of Agriculture and the District Commissioner to believe that he had permanently abandoned operations.

It is, I think, unfortunate that Mr. Sedgwick was not notified of the intention to grant a buying licence to Messrs. Homer Brothers the effect of which would be to prevent him from purchasing native-grown cotton in the area for his ginnery, so long as Messrs. Homer Brothers were operating satisfactorily, but in all the circumstances it seems doubtful whether there was any obligation to do so.

10. Rule 17 of the Kenya Cotton Rules is administered in accordance with the policy of "zoning" which is designed to prevent over-capitalization of the cotton industry. Mr. Sedgwick's application was refused on grounds which were valid and in conformity with this policy.

I may say here that the issue of new and up-to-date rules to give effect to the policy of "zoning" and to facilitate control in the cotton industry is at present under consideration.

11. Having now sold the land on which the ginnery stands, the petitioner does not seek renewal of his ginnery licence but merely asks for redress on account of the loss of his buying licence. I do not consider that he has any legal or moral claim for compensation on the grounds put forward, but at the same time I consider that it would be fair that the Department of Agriculture should assist him as far as possible to dispose of his ginnery plant in the market, and I propose that this assistance should be given.

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

BRIGADIER-GENERAL G O V E R N O R

10

P.O. BOX 1038,
NAIROBI,
KENYA COLONY.

19th November, 1936

The Right Honble. The Secretary of State for the Colonies,
LONDON.

Sir,

I have the honour to lay before you the following circumstances in which I find myself, due to Government's action in ceding certain Cotton Buying rights which were originally granted to me, to other parties.

In 1923 the Natives of Taveta, with no opportunities of employment locally, were encouraged to plant cotton by myself, seed being imported and distributed to them at my personal expense.

The Assistant Director of Agriculture during a visit to Taveta in 1923, in connection with the survey for the proposed Asiatic Settlement, became greatly interested in the very promising-looking cotton then growing, and in future development. The question of marketing and ginning arose, and I undertook to erect and equip a Ginnery, with the necessary machinery etc., the Director of Agriculture granting me the right and licence to purchase, gin and bale all native cotton grown in the Taveta-Teita district, and to encourage and extend the area of native-grown cotton.

A European agricultural officer was stationed in the district. In 1925, the agricultural officer was removed from the district and without this very necessary control the natives abandoned cotton growing, and no further effort was made by Government in spite of all the assurances I had received.

In order to keep the Ginnery operating, I undertook the planting of cotton myself, and was only obliged to suspend my planting operations owing to repeated devastation by locusts. During this period, 1925-6 to 1933, native-grown cotton was non-existent.

With repeated locust infestation in the district, I was obliged in 1933 temporarily to close my Ginnery. During 1934 - 1936 Government have renewed efforts to promote native grown cotton, and during my temporary absence, and without notice and unknown to me, the Rights granted to me in 1923 for the purchase and ginning of all native cotton were ceded to other parties.

Government hold the view that by temporarily closing I abandoned my Ginnery and consequently my rights of purchase etc.

This view I cannot under any circumstances accept for the following reasons. A watchman was kept on the premises and all plant, buildings etc. kept in order with a view to

The Right Honble. The Secretary of State for the Colonies (contd.)

re-opening. Annual rent due to Government on the land whereon the Ginnery is erected was paid.

During my absence it may have been necessary to make temporary arrangements for the marketing of the native cotton crop, but the ceding of Rights granted me without notice, to other parties for all time is, I venture to say, a serious error on the part of Government and a very grave injustice to myself.

In conclusion, I must request your full consideration of the following major points of this claim for the redress of an injustice and severe financial loss to myself.

1. With every encouragement from Government to erect a Ginnery, Government within a short period withdrew the Agricultural Officer appointed to the area, and abandoned all further interest in Native cotton cultivation.
2. During my absence Government, unknown to me, and without any notice whatsoever, ceded the buying and ginnery rights to other parties in the area originally granted to me.

I have the honour to be,

Sir,

Your obedient servant,

T. Bedgurdh

Submitted to The Honble. Colonial Secretary, Nairobi.

NOTE OF AN INTERVIEW WITH MR. T. SEDGWICK:

The Colonial Secretary saw Mr. Sedgwick this afternoon, with Mr. Wolfe.

Mr. Sedgwick said that when locusts forced him to close down, there was no cotton at all grown by natives in the Taveta district. That was in 1933. He left the farm and his partner, Mr. Goodwillie, went away also.

In their absence Colonel Homer had been granted a ginnery licence and exclusive buying rights, and he was therefore now precluded from buying cotton from natives for the ginnery.

The Colonial Secretary said that he had considered the correspondence, and that it had appeared to Government in 1933 that Mr. Sedgwick had abandoned his enterprise. Arrangements had to be made for the cotton which was being grown to be ginned and a ginnery licence and buying rights were therefore granted to Colonel Homer.

Mr. Wolfe said that according to his Department's records no ginnery licence had been taken out by Mr. Sedgwick after 1930. He asked why Mr. Sedgwick had not let the Department know that he intended to resume ginning. Mr. Sedgwick admitted that he had not done so but there had been no cotton in the district at the time. Mr. Wolfe pointed out that he could still gin cotton grown on his own Estate.

The Colonial Secretary quoted a letter from Mr. Goodwillie to the Commissioner of Lands of April, 1927 (Land Department file U/18692):-

"I beg to enquire if it is not possible to rent the above site at a reduced rate to be used for a private ginnery only. Owing to the price during the past season there is no native cotton being planted so this does away with any necessity for a public ginnery in Taveta."

Mr. Sedgwick asked whether there was any prospect of Government transferring the ginnery licence to some other/.....

other place, e.g. Homa Bay. The Colonial Secretary said that he would have to apply in the same way as other people and take his chance with them.

Mr. Sedgwick then said that he would not accept the offer made to him by Government for the acquisition of his land until he could find some satisfactory use for the ginnery. In the meantime he would not part with the land.

Mr. Wolfe suggested that he could find a buyer for the machinery among existing ginners.

The Colonial Secretary said that he was sorry that he did not see how he could do anything to meet Mr. Sedgwick's request. Mr. Sedgwick said that he quite understood the difficulty but that until the Homa Bay Ginnery licence had been settled he would not part with the land.
