

1924

KENYA

2  
216  
23448

16 MAY 21

Continued from Page  
Local Commission

Continued from Page  
Local Commission

MINUTES

The effect of the above and  
very early on, the writer  
was surprised why these  
K. had not to avoid completely  
by, and just before the meeting  
is made?

The following proposal to  
release the land, the fact  
was justified in view of the  
fact that the latter was  
meeting the conditions of para  
2 of the 1924 Act in that  
the land was not to be  
transferred in favor of the

Vertical handwritten notes on the left margin, including the word "MINUTES" and other illegible text.

Signature Page

23448

and I hereby resign,  
the same as was

the above stated to  
the Board of Trustees  
of the City of New York  
in 1832/33, and also  
in City of New York's  
letter as per the enclosed  
and also the same  
that in 1833 was also  
and also in 1834 and  
the Board of Trustees of the  
City of New York and also  
in 1835

1835  
at

KENYA  
NO. 449.



27448

217

GOVERNMENT HOUSE,  
NAIROBI,  
KENYA.

16th April, 1924.

Sir,

With reference to Colonial Office despatch No. 1156 of August 16th last, and your despatch in reminder No. 235 of February 21st, I have the honour to inform you that a tentative proposal was made to the Honourable R. B. Cole in October last and a formal offer subject to the approval of my Executive Council was conveyed on April 6th. I attach a copy of the relative letter for your information.

With regard to paragraph 5 of the despatch under reply, I forward an extract from a letter from the Acting Conservator of Forests and copies of the correspondence dealing with this point. It will doubtless have been observed that the mention of negotiations for sub-lease made in paragraph 5 of Kenya despatch No. 371 of March 6th 1923 was in illustration of the point that as this piece of forest had not been worked there was no case for an extension of the relative lease.

I forward this correspondence in response to your previous communication that an enquiry on this point should be made.

I have the honour to be,  
Sir,

Your most obedient humble servant,

*R. H. ...*

J. C. VAN R.

J. H. THOMAS, F.O., M.P.,

SECRETARY OF STATE FOR THE COLONIES,

DOWNING STREET, LONDON, W.

KENYA  
NO. 449.



23448

217

GOVERNMENT HOUSE,  
NAIROBI,  
KENYA.

16th April, 1964.

Sir,

30/32  
23  
list  
trans.  
precedence

With reference to Colonial Office despatch No. 1168 of August 16th last, and your despatch in reminder No. 235 of February 21st, I have the honour to inform you that a tentative proposal was made to the Honourable R. B. Cole in October last and a formal offer subject to the approval of my Executive Council was conveyed on April 6th. I attach a copy of the relative letter for your information.

2. With regard to paragraph 8 of the despatch under reply, I forward an extract from a letter from the Acting Conservator of Forests and copies of the correspondence dealing with this point. It will doubtless have been observed that the mention of negotiations for sub-lease made in paragraph 9 of Kenya despatch No. 371 of March 6th 1925 was in illustration of the point that as this piece of forest had not been worked there was no case for an extension of the relative lease.

3  
33  
23

I forward this correspondence in response to your predecessor's instruction that an enquiry on this point should be made.

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

R. T. ...

G O V E R N O R .

THE RIGHT HONOURABLE

S. H. THOMAS, F.C.S., M.P.,

SECRETARY OF STATE FOR THE COLONIES,

DOWNING STREET, LONDON, S. W. 1.

INCLOSURES

Despatch No. 47 of 16. 4. 1934.

218

No. 390/150.

THE SECRETARIAT,

Nairobi.

5th April, 1934.

Sir,

With reference to my letter No. S.390/125 of the 12th October last, I am directed by His Excellency to convey to you a formal offer subject to the approval of Executive Council in the following terms:-

A. The two existing leases for the Barro Moru and Ragate areas to be cancelled and replaced by a lease drawn in similar terms to the present Ragate lease with additional provision that all trees previously marked for felling shall be measured after they have been felled and that royalty shall be payable before such trees are removed from the coupe in which they are felled. Provided that all work in the Barro Moru concession shall cease within three months of the grant of this new area.

B. This new lease shall be for 6000 acres comprising the 2000 acres, the subject of the existing Ragate lease plus 4,000 acres in the direction and within the limits marked in yellow and red on the attached plan save that an extension of 100 acres will be made.

C. Rent of 3,000 Shillings per annum will be payable. It is regretted that in my above quoted letter a typing error occurred in paragraph 3 (1) wherein the figure 6000 Shs. should have read 2950/-

D. Survey to be completed within 3 months of the date of the grant - will be carried out at your expense by

THE HONOURABLE

A. S. COLE,

WEST KENYA.

( 2 )

under the direction of the Forest Department.

6. Machinery to work this area must be installed by you by the time the Thika Extension Railway reaches Fort Hall.

7. This lease will run for 30 years from the date of the grant.

8. I am to request you to furnish as early as possible a definite acceptance or rejection of these terms, and am to say that in the matter of access across Native Reserves, Government can give no assurance, and that no survey fees will be charged you for the survey of the Narro Moru Concession.

9. Please return this the Plan with your reply.

I have the honour to be,

Sir,

Your most obedient servant,

S. W. M. I---

For COLONIAL SECRETARY.

## E X T R A C T .

With reference to your paragraph 5, I enclose copies of the correspondence on which the statement was based. Mr. Cole's statement that the application was an ENQUIRY as whether Indians might hold forest concessions is misleading. It was an enquiry as to whether consent might be given to "the sub-letting or transfer to Indians of this lease or similar ones" and was made in connection with an application by Indians to Mr. Cole in connection with the 2,000 acre area. You will note that Messrs. Hunter & Co. asked for an early reply as they were being pressed in the matter. Mr. Cole's statement that "there never was any intention to part with the 2,000 acres referred to any Indian" may be correct, but is not in accordance with a reasonable interpretation of Messrs. Hunter & Co.'s letter.

.....

221  
5th, October, 1915.

No. 4160 AL/B.

Sir,

Re Forest Concession, 2000 acres Kenya.  
Lord Cranworth & Mon. R. E. Cole.

I have the honour to forward for the favour of His Excellency's consideration a copy of a letter received from Messrs. W. G. Hunter & Company in respect of the above concession.

The lease herein is for timber felling rights during the term of 20 years from 1st May 1915, and it is in respect of an unsurveyed area comprising about 2000 acres on the South Western slopes of Mount Kenya.

I have the honour to be,

Sir,

Your obedient servant,

S. R. V.

Land Officer.

The Hon'ble  
The Ag. Chief Secretary,  
The Conservator of Forests,  
Nairobi.



P.O. Box 26,

Nairobi.

9th October, 1918.

The Hon'ble the Land Officer,

Nairobi.

Sir,

Kenya Sew Hills Forest Lease.

We are informed by the Hon'ble M.S. Cole that he has been approached by certain Indians who are desirous of buying or leasing the unexpired portions of the 20 year lease he holds in the name of Kenya Sew Hills of 2000 acres of Forest in West Kenya.

Before proceeding further in the matter we shall be obliged if you will inform us whether His Excellency the Governor would be prepared to give his consent to the sub-letting or transfer to Indians of this lease or similar ones.

We shall be grateful if you would let us have an early reply as we are being pressed in the matter.

We are,

Sir,

Your obedient servant,

G. W. C. Hunter &amp; Co.

NAIROBI.

October, 18th. 1918.

No.109/18.

The Hon'ble  
The Ag. Chief Secretary,  
Nairobi.

Lord Cranworth's & Hon'ble R.C.Cole's  
Forest Lease.

I forward the accompanying letter from the  
Hon'ble Land Officer.

2. No lease is held in the name of Kenya Saw Mills  
as stated by Messrs. W.C. Hunter & Co.

3. I am of opinion that the application for sanction  
to sell or lease the unexpired portion of the lease of  
2000 acres of forest on Mt. Kenya cannot be refused.

4. I would suggest that Messrs. Hunter & Co. be  
informed that the terms of the lease will be rigidly enforced  
and that no permission will be granted to the purchasers or  
tenants to set up a trading centre or flour mill in the  
forest.

I beg to refer you to the last paragraph of my  
Confidential letter dated the 23rd ultimo on the subject  
of the forest on Mt. Kenya.

4. The rent due on the lease has been paid up to date;  
no timber has been cut on the area.

Sd. E. Bettiscombe.

Conservator of Forests.

\*\*\*\*\*

Copy forwarded to the Hon'ble Land  
Officer, Nairobi, for his information.

Sd. E. Bettiscombe.

Conservator of Forests.

5th. November, 1918.

224

No. 4160 AC/AJ.

Sir,

Re Forest Concession, 3000 Acres Kenya,  
Lord Granworth & the Hon. R.C. Cole.

With reference to the Conservator of Forests letter to you No. 109/18 of the 18th ultimo, re the above, I have the honour to state that I do not understand the opinion expressed by him in paragraph 3 thereof; for the lease contains a clause against assigning, subletting etc., without the consent of the Governor, and as it is for special purpose I do not think that the necessity for such consent has been waived. In this connection I would refer you to the opinion of the Hon'ble Attorney General forwarded with your memo. No. S.7399/Vol. 5/1308 of the 20th July 1917.

2. If further I would suggest that should the proposed transfer or sub-lease be to a person of a different race from that of the lessees, His Excellency's veto could be exercised as provided in part VIII of the Crown Lands Ordinance 1915.

3. With reference to your letter No. 5976/18 of the 25th ult. I have only a draft copy of the lease herein in my possession which can be forwarded if necessary, but in view of the foregoing possibility, this will not be necessary.

I have the honour to be,

Sir,

Your obedient servant,

Sd. Edward Barrett.

For and in absence of  
Land Officer.

The Hon'ble  
The AG. Chief Secretary,  
Nairobi.

MEMO. NO. 4160 AC/AJ.

The Conservator of Forests,  
Nairobi.

Ref. Your No. 109/18 of the 18th ult.  
Addressed to the Hon. AG. Chief Secretary.

Above copy is forwarded for your  
information.

Sd. Edward Barrett  
For Land Officer.  
8-11-18.

NAIROBI.

November, 6th, 1918.

No. 11378.

The Hon'ble  
The Acting Secretary  
Nairobi.

Lord Curzon's & Mr. J. E. Cole's Forest Lease  
Ref. No. 11378 & Letter No. 4160/A/A of 21st Inst.

I regret that the whole question of Asiatic exploiting timber from the forests will be considered before His Excellency is advised to exercise his veto as provided (and in Part VIII of the Crown Lease Ordinance, 1915.

2. No restriction has ever been placed in the way of Asiatic purchasing timber for reasons of their nationality and I am of opinion that if such a restriction were to be imposed it would lead to very considerable dissatisfaction among the members of the Indian community.
3. The lease in question is for 5000 acres of forest land not only the right to fell marked trees on the area is given. Clause 11 of the lease reads:— "That no rights other than the full mature marked timber are given or implied under this lease".
4. The lease is for a period of 50 years but it may be automatically determined after a shorter period by all the marked trees having been felled and removed.
5. I am of opinion that the rule as to Asiatic not holding lands in the Highlands or being appointed as managers of farms should not be made to apply to trading in timber.
6. At present there are three Indian firms buying timber, one in the Degoret Forest and two in the forests on the Aberdares; there are also numerous Indian and German fuel contractors cutting wood near the Railway line.
7. I have no objections to the forests being worked by Asiatics as such, but I do try and dismount some suppositions for licences to cut timber being used as a cloak for the establishment of trading centres in the forests adjacent to the reserves.
8. The policy that the forests should be managed for the benefit of the whole community, and not for any one section of it, should not be departed from.

J. E. Halliday,  
Governor of Forests.

Copy forwarded to the Hon'ble Left Officer,  
Nairobi, for his information.

J. E. Halliday,  
Governor of Forests

The Secretariat,

Nairobi.

30th November, 1918.

no. S. 2975/21.

226

The Hon'ble Land Officer, Ref. his No. 4180 of 5-11-18.

The Conservator of Forests, Ref. his No. 115/18 of 5-11-18

Re Forest Concession 2000 acres Kenya.  
Laird Cranworth and the Hon. H. C. Cole.

The proposed transfer may be allowed.

P. S. A. Spence,

For AC. Chief Secretary.

Doc 23448/24 Kenya

C. D.  
20 MAY  
20

DRAFT.

Amad  
2629

21 May 1944

The Comptroller, Kenya

MINUTE.

Ch.  
C 29132/3

re. Bico May 19

re. Calder 20-5

- re. ...
- re. ...
- re. ...
- re. ...
- re. ...
- re. ...
- re. ...
- re. ...

with ref. to your letter of the 6<sup>th</sup> of August last, in which

It is stated that a suggestion had been made that the

unoccupied portion of the

forest concession granted to

you & the Hon. R. Berkeley

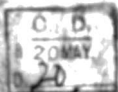
Col in West Kenya should be

set aside as a game reserve

See ...  
(Jan 43 or 44)

Job 23448/24 Kenya

227



DRAFT.

Amad  
2629

21 May 1963

The Controller, Kenya  
by rail

MINUTE

ABC  
C 9132/3

with ref. to the letter of the  
6<sup>th</sup> of August last, in which

re. Bee May 19

re. Calder 20-5

re.

re. D. O. ...

re. D. O. ...

re. D. O. ...

re. D. O. ...

re. D. O. ...

re. D. O. ...

It is stated that a suggestion  
had been made that the  
unexpended portion of the

press concession granted to

the Hon. A. Borboru

in West Kenya should be

set aside to ...

re. ...  
(Jan 83 ...)

transmit to you a copy of  
a letter from Assoc. W.C.  
Hunter to [unclear] as proof evidence  
on which it was assumed  
that the leases [unclear] had  
at one time or now the  
int. lease or transfer of  
the lease to an L. [unclear]  
or L. [unclear].

(Signed) H. READ



transmit to you a copy of  
a letter from Lewis W. C.  
Huntley to [unclear] as proof of evidence  
on which it was assumed  
that the Lessee had  
at one time or now the  
sub. lease or transfer of  
the lease to an L. [unclear]  
or [unclear].

(Signed) H. READ