



EAST AFR. PROT
17806

C. O.
17806
JAN 12

Cranworth
Date.
1912
Paper

...the question of policy is decided
...of all the ... of allment.

Ref Read

Sir F. Grouard would not after all
discuss this question with us on the 10th of
June. We ought to fix another day as soon
as possible. In the meantime I do not
think that his letter need be answered.

Yours

any day will suit me

H. J. R.

12/11

Subsequent Paper

26509

W. B. B.

I'm up a certain amount. I think business has been improved in our business yesterday.

The rate of royalty is a point on which you may think it wise to consult Mr. Hutchins.

100

9-8-12.

Sir G. Fielder

We have for a long time been trying to extract from the local authorities a definite statement of the conditions on which a concession for the working of a block of the Lewis Forest could be granted. After discussion between Mr. P. J. & Mr. Butler & myself, & subsequently between Mr. Bulfield & Mr. Eastwood of the Uganda R^o & ourselves, the accompanying outline of conditions has at last been arrived at.

With regard to royalty Mr. Hutchins originally suggested

see of

[Ch 350]

1 anna per cub. ft. for Campden, Yellow Wood.

Ches. & Fir

1/2 anna per cub. ft. for all other timber.

The above rates to be in force for 3 years from date of signing the lease & to be calculated on the timber as it stands.

The forest measured by the Forest Dept. for the purpose of 3 years double rates: Christmas tree for the sake of simplicity & accordance with the proper precedent it is now proposed that the royalty sh^d. be calculated on timber in the square. I would not

consult Mr. Hutchins as to what the new royalty should be at the present head of the Forest Dept. We can do this by tel: thro' the S.A.F. 378

With the addⁿ of infⁿ we shall be in a position to invite tenders, but I very much doubt whether anyone will come forward. Mr. Hutchins originally recommended a $\frac{1}{4}$ per ton per mile rate on the railway (see accompanying report p. 11874 (07)).

Mr. Evelyn Dewar (see p. 22757 (07)) suggested whether the forest could be worked with a $\frac{1}{2}$ rate, & the Uganda R^o. We may think to work without loss they must have $\frac{1}{2}$ rate for the first 5,000 tons (with a ~~reduced~~ reduction for quantities above that amount - see para. 4 of statement).

Personally I ~~strongly~~ think that it would not be a bad thing if the whole affair were closed down for 2 or 3 years. None of the applicants are really sound & substantial people & I doubt whether ^{any} invitation to tender would produce a better lot. A considerable

portion of the new ^{highway} (at any rate the
portion from the terminus of the White
Highway to First Hill) will have to
be eventually supported by the post &
it would be better if we could build
it ourselves. With the rapidly increasing
traffic on the Uganda R.R., we ought
to be soon in a position to offer a lower
embargo rate than is at present contemplated
to make a better bargain with the
concessionaires.

First consult the O.A.S. by tel.
to the royalty?

H. J. R.

and put up a typed copy of Mr. Belgiard's

along P.V. 14

This set for
file (at
least every
with
H. J. R.



Mau Mau concessions.

DRAFT.

Various applications having been received from time to time
for forest concessions upon the slopes of Mau Mau, and
no definite understanding having yet been reached as to
the terms upon which such concessions should be granted, it
is suggested that conditions should be formulated
generally in accordance with the outline recommended below
as they apply to the cases to which they refer &
that they will be willing to pay for a concession subject to
the terms finally approved.

It is his concern that an applicant can maintain
high priority of claim in regard to the land to be
granted to secure an option.

Details of terms proposed.

1. The grant of a concession of 100,000 acres of forest
land situated on the southern slopes of Mau Mau
to be held under a license to cut and
remove timber therefrom and to occupy such land
and construct such works as may be incidental
thereto for such term as may happen to enable the
licensees to complete their exploitation of the

are conceded.

2. Royalty to be paid at the rate of _____ cents per cubic foot upon all timber delivered to the Company's depot for the purpose of removal from the area of the concession. For the purpose of calculating such royalty, timber will be measured in the Square.

3. Rent will be paid at such rate per annum as may be hereafter decided, and when the sum total of the royalties payable in respect of any one year is an excess of the amount due as rent in respect of the same period, the rent will be deducted from such royalties.

Rent will commence when a period of twelve months has elapsed from the day on which the railway to the forest is declared to be open for traffic.

4. The rate payable to the Uganda Railway Administration in respect of all timber transported over the Uganda Railway, the Nika tramway, or the extension to the forest area will be one penny per mile for every ton of timber up to fifteen thousand tons per annum.

A reduction of one cent per mile will be made in respect of every ton of timber so transported and carried above the quota of fifteen thousand tons per annum.

5. Any other conditions will be such as may from time to time be prescribed by legislation, or by the Forest Department with the approval of the Government.

and it may be understood that such conditions will be generally similar in tenor to those prescribed in respect of the Organ concession, with such variation as special circumstances may render advisable.

6. The Concessionaires will construct at their sole cost a line of railway from the rail head of the Lake Tanganyika railway to such site within the area of the concession as may be selected and approved as the depot for the receipt and collection of timber.
7. The survey of this line of railway is to be commenced within three months after the date of the notice to construct the same, and is therefore to be conducted with due diligence and expedition along a line of route to be approved by the General Manager Uganda Railway. The plans, sections, specifications and other documents or drawings necessary for the complete elucidation of the work to be undertaken are to be prepared by the Concessionaires and submitted to and approved by the General Manager before construction work is commenced. The survey is to be completed and the final plans submitted for approval within twelve months after the date of the contract.
8. The line is to be constructed of the same gauge, and with the same description of rails, sleepers and ties as are in use on the Uganda railway, and in

Counselor therein the concessionaire will provide such station buildings, platforms, signals and other actual accessories as may be required by the General Manager.

Generally speaking and subject to local circumstances may permit, those clauses of the Contract and supplementary Agreements made between the Colon Agents and the Magadi Soda Co Ltd for the construction of a branch railway which may be applicable to the work of construction of the contemplated line will be incorporated in the Contract to be executed by the concessionaire.

9. Construction work is to be commenced within six months after the final plans have been approved by the General Manager, and the work is to be open as far as reasonable circumstances to inspection by him or by his officers deputed by him.

10. When the line is declared by the General Manager to be open for traffic it will be handed over by the concessionaire to the Railway Administration, and hereafter the work of maintenance will be undertaken by and at the cost of this Administration.

11. Regulation and arrangements for traffic over the line will be promulgated by the Railway Administration and the traffic will be worked by their authority. The full facilities for transport to be given to the concessionaire, subject to the requirements of

other sections of the railway.

HCP
9.8.12.

H.C.
Evans with

Mount Kenia Concessions.

Various applications having been received from time to time for forest concessions upon the slopes of Mount Kenia and no definite understanding having yet been reached as to the terms upon which such concession should be granted, it is suggested that conditions should be formulated generally in accordance with the outline summarized below and that applicants be then asked to make offer of the rent they will be willing to pay for a concession subject to the terms finally approved.

It is not considered that any applicant can maintain such priority of claim as would entitle him to the first right to exercise an option.

Outline of terms proposed.

1. The grant of a concession of 100,000 acres of forest land situated on the southern slope of Mount Kenia, to be held under a licence to cut and remove timber therefrom, and to occupy such land and construct such works as may be incidental thereto, for such term as may suffice to enable the licensee to complete their exploitation of the area conceded.
2. Royalty to be paid at the rate of cents per cubic foot upon all timber delivered at the Company's depot for the purpose of removal from the area of the concession. For the purpose of calculating such royalty, timber will be measured in the square.

3. Rent will be paid at such rate per annum as may be hereafter decided, and when the sum total of the royalties payable in respect of any one year is in excess of the amount due as rent in respect of the same period, the rent will be deducted from such royalties.

Rent will commence when a period of twelve months has elapsed from the day on which the railway to the forest is declared to be open for traffic.

4. The rate payable to the Uganda Railway Administration in respect of all timber transported over the Uganda Railway, the Thika tramway, or the extension to the forest area will be one penny per mile for every ton of timber up to fifteen thousand tons per annum.

A reduction of one cent per mile will be made in respect of every ton of timber so transported over and above the quantity of fifteen thousand tons per annum.

5. Forestry conditions will be such as may from time to time be prescribed by legislation, or by the Forest Department with the approval of the Governor, and it may be understood that such conditions will be generally similar in tenor to those prescribed in respect of the Grogan concession, with such variations as special circumstances may render advisable.

6. The Concessionaires will construct at their sole cost a line of railway from the rail head of the Thika tramway to such site within the area of the concession as may be selected and approved as the depot for the receipt and collection of timber.

7. The survey of the line of railway is to be commenced within three months after the date of the contract to construct the same, and is thereafter to be conducted with due diligence and expedition along a line of route to be approved by the General Manager Uganda Railway. All plans, sections, specifications and other documents or drawings necessary for the complete elucidation of the work to be undertaken are to be prepared by the Concessionaires and submitted to and approved by the General Manager before construction work is commenced.

The survey is to be completed and the final plans submitted for approval within twelve months after the date of the contract.

8. The line is to be constructed of the same gauge as with the same description of rails, sleepers and ties as are in use on the Uganda railway, and in connection therewith the concessionaires will provide such stations, signs, platforms, signals and other usual accessories as may be required by the General Manager.

Generally speaking, and so far as local circumstances may permit, those clauses of the contract and supplementary agreement made between the Crown Agents and the Magadi Soda Company Limited for the construction of a branch railway which may be applicable to the work of construction of the contemplated line will be incorporated in the contract to be executed by the concessionaires.

9. Construction work is to be commenced within six months after the final plans have been approved by

the



the General Manager, and the work is to be open at all reasonable times to inspection by him or by the officers deputed by him.

10. When the line is declared by the General Manager to be open for traffic it will be handed over by the Concessionaires to the Railway Administration, and thereafter the work of maintenance will be undertaken by and at the cost of that Administration.

11. Regulations and arrangements for traffic on the line will be promulgated by the Railway Administration, and the traffic will be worked by that Authority, the fullest facilities for transport be given to the Concessionaires, subject to the requirements of other sections of the railway.

(Inlla.) H.C.B.

9. 6. 12.

5

Out-standing points.

- _____
- 1.04*
- (1) Rate of cutting and forestal conditions. *info system*
- (2) Construction of railway into the forest.
- (i) Gauge and type of line.
- (ii) Dates by which construction should be begun and finished. *to be done by 1914*
- (iii) Rates to be charged by concessionaires to future holders of concessions in the forest. *to be done by 1914*
- (iv) Terms of control by Government.
- (v) Terms of expropriation by the Government.

9. *See page 339*

Conditions for grant of right to cut timber in a block of the Kenia Forests.

1875

15000

(a) 100,000 acres in one block to be selected by the Concessionaire and the Conservator of Forests and approved by the Governor, on the southern slope of Mount Kenia between Nubs and Nyeri.

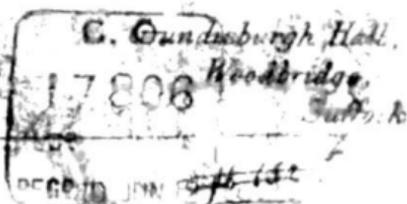
(b) Rent at the rate of £1000 per annum deductible from the royalties payable each year. Rent to begin one year from the opening of the railway into the forest. *See page 339*

(c) An all-round royalty of five cents per cubic foot ~~(to be paid of every cubic foot)~~

See page 339

(d) A rate on the Thika tramway of one penny per ton per mile. *See page 339*

See page 339



Lord Cairns will try to acknowledge
of letter dated June 27th 1892, for
the same.

He hopes that we may understand from the
same that when the question of policy
is decided on - he will hear accordingly as
to the terms of allotment.

C
17808 S.A.P.

391

R-1 AUG
D. 15

and 27508

sent 11/30/1914

DRAFT.

Telegram to
Governor
Nairobi.



Unfolded

Referring to my despatch

MINUTE.

Mr. Read. 14 Aug

Mr.

Mr. Fiddes.

Sir H. Just.

Sir J. Anderson.

Lord Emmott.

Mr. Harcourt.

588 7 13 Oct 1914 No 1

outline of conditions

for grant of concession

heartily
has been drawn up

information here from
infancy
supplied
received

by late President and
other

Information

still required ^{annually} as to

royalty of ^{annuos} Assistan

from Battambang

to wood confusion
what he would

consider suitable

royalty ^{cabman} calculated

on squared timber

albeit ^(standing)
and not on timber

as it is small

suggested in relations

re-approve
Telegraph reply!