

EAST AFR. PROT.
24820

C.O.
24820
REC'D
FRM 19 JUL 13

488
1913
June
Last previous Paper.
21600

MAGADI SCHEME
SITE FOR WHITE SETTLEMENT

484

Confirms telegraphic correspondence that there is no objection to grant of site desired and gives further information.

Mr. Thompson
Mr. J. Anderson
With regard to the 2nd para
of Mr. Combes' minute I make it
that Mr. D. Stewart agreed to the
terms of the new Treaty 5 days before
he printed the Magadi lease - see
p. p. 22 + 23 of [Ch. 5584] - but
his argument is similar to mine on
h. J. R.
18978
Put by
h. J. R.
23/7/13

Mr. Stewart
Mr. Combes
Mr. Anderson
Mr. Thompson
Mr. J. R.

Next subsequent Paper

12768/13

Confirms I don't think the
has chosen very strong
agreed and understood it seems to
that in a much as to the

to sustain this argument we
should I think have to prove
that at the date the Massai
agreement was entered into by
the Massai, they knew that
the Gov. had granted the lease
to the E. A. Syndicate & that
the granting of that lease would
inevitably involve the establishment
of a white settlement, such
as that now contemplated,
within their southern Reserve.
It is obvious that we should
have a difficulty in proving
anything like this. However
I notice that Mr. Combs qualifies
his opinion by stating that he
does not think the proposed lease
will constitute a breach of the
Treaty as that Treaty was
constructed by Sir D. Stewart.
We have to consider not that
Sir D. Stewart's Treaty
meant but what it really
means. I have discussed
the matter with Mr. Read &
he has suggested to me that
I think the real issue

of argument - viz. that the
establishment of this settlement
will not constitute a "taking
up of land" by Settlers. Within
the meaning of the agreement
It is I think arguable that
the agreement was only intended
to prevent the leasing of large
tracts for agricultural
purposes. I have not had
any opinion on the consequences
of Negroes, his estates
mentioned by the Gov. for
I do not know how far Negroes
is able to bind the Rules
Having regard to
the agitation about the
new reserves it seems to
me important that our
action in this matter should
not be ⁱⁿ ~~based~~ ^{suggested} on wrong grounds
I should like to put
them down to the Gov. for
reference to the City.
20/7/13

~~The Government~~
I agree. The working of the Soda deposit is
a public purpose for which we should
be entitled to acquire land compulsorily,
and in every case of a Reserve the right
to take land for public purposes goes
without saying, and we should rather
not even case on grounds of principle
than on any technicality as to the date
of signature. The only question is whether
the deduction from the reserve is suf-
ficiently substantial to call for compensa-
tion to the Masai, and I think we
ought ask the Governor to consider that
& whether it is desirable to bring the
matter before the courts for formal
authority & fixing of compensation.
See evidence in Vol. 31, p. 13

There is an enactment (9/97)
dealing with the acquisition of
land from natives for public purposes,
but this contains no definition of
"public purposes" & I should be
rather doubtful whether this Dept.
being primarily for the benefit
of a private Coy, could be called
a public purpose. Moreover the
Govt has just decided in the Masai

case that the 1904 agreement
was a treaty & not within the
purview of the municipal
courts, so I see diff. cultures
in the way of any application
to the courts in the matter
and the same diff. will not
think occur if we attempted
to put in force the enactment
above referred to.

CS 31/7/13

We may wait & see whether any one
later objection to the transaction.

Meanwhile we might tell the Gov. that
any rent paid by the Masai for the
site should be applied for the benefit
of the Masai and not paid to Revenue.
Vol. 1, p. 13

I agree as to A
But at least 103 acres must
be added to some part of the
Southern Masai reserve in
exchange for that taken away

Vol. 1, p. 13

EAST AFRICA PROTECTORATE.

June 27th 1913.

No. 388

C O
24820
Recd
19 JUL 13

Sir,

ul 9
18-66
Ybr
21600

With reference to your telegram of the 4th instant, I have the honour to confirm my telegram of 24th instant which read as follows:-

"No objection to granting the site applied for by Magadi Company which lies within the original Southern Masai Reserve. Report follows by mail".

2. The matter was discussed by the Administrative Officers of the Reserve with Ngaroya, one of the regents, and his elders, with the result that Ngaroya offered no objection to the alienation of the area of 102.36 acres applied for by the Magadi Soda Company on the understanding that the rights of the Masai as regards building or grazing in the vicinity should be safeguarded. This stipulation was of course agreed to.

3. The enclosed Memorandum by the Attorney General clearly demonstrates that the alienation of this area cannot be regarded as a breach of faith on the part of the Government.

4. Messrs. H. V. Ward and Company have been requested to submit a definite application on behalf of the

Magadi

Attorney General
June 21st

THE RIGHT HONOURABLE

LEWIS HARCOURT, P.C., M.P.

SECRETARY OF STATE FOR THE COLONIES,

DOWNING STREET, LONDON, S.W.

(2)

Magadi Soda Company with the site shown on a
plan.

463

I have the honour to be,

Sir,

Your humble, obedient servant,



In the absence of the
GOVERNOR.

(Approved by Governor)

DRAFT

A.P. No 658

C. C. Bedford Esq.

Downie 9/1/13

Read 9

XV

14 August 1913

Sir

I have etc to ackn. The receipt
 of your dep. N^o 400 of the 27th

of June with its enclosure
 regarding the ^{site required by} ~~proposed~~ ~~the~~ ~~Proposed~~ ~~Public~~ ~~Employing~~
~~Proposed~~ ~~Public~~ ~~Employing~~
 for the ~~European~~ ~~employment~~
 within the original Southern
 Masai Reserve

2. For the present I have
 only to observe that at least
 103 acres must be added to
 some part of the Southern
 Masai reserve in exchange
 for the area alienated,
 and that any rent ~~any~~
~~and~~ paid by the Proprietor (C^o)
 for the site should be applied
 for the benefit of the Masai
 and not paid to Revenue

W