

EAST AFR. PROT

48389

Recd
Recd 5 DEC 14

48389



Governor 959

Field

EAST AFRICA SYNDICATE
PAYMENT OF RENT

1914

November

Gives views as to dates on which rent should be paid.

Last previous Paper.

Al 9
38724

to the Syn. Secy - 15 Dec 14
m. 9
Syn. Secy - Copy attached - 24 Dec 14 50397

~~to the Syn. Secy~~ Dr. J. Fisher
- We ought to have asked on that date, the payments were made. We should then have found, if the Gov's info is correct, that they had all been made in advance.

I don't think much of the Governor's distinction between 31st Dec & 1st Jan. It implies a perfection of drafting in 1904 which certainly doesn't exist now - even when the Gov himself takes a hand; and if such refinements are to be insisted the syndicate would be quite justified in saying that on the 1st of July 1914 they were the better...

Last subsequent Paper.

Al 9
50397

at present (the payment being made
on 12th July 1904) rent was not fully
demanded & should not have been paid
before the next date mentioned in the
agreement - viz. 1st January 1912.

I should prefer, for the benefit of
all concerned, to give them the
substance of para. 4 & say that
both syndicates have from the
beginning paid rent & advance
to S. O. S. & would perhaps see
no reason to make any different
arrangement

Sec. 45268

Oct 8/12

I have a suspicion that
Mr. J. has not consulted
his legal advisers in this
matter. I confess I don't
think we are on very
strong ground.

? proceed as Mr. B. Stanley
proposes, a point not
that the dates named
in the agreement are
those which begin not
those which end the
two halves of the
year

I think this makes our case

look a little better, &
should therefore be
inclined to put it
in

cb.
9.12.44

241

H. J. R.
9/12/44

Aloum D. 9.12.44

~~Row 3~~

48389

GOVERNMENT HOUSE, 217
NAIROBI,
BRITISH EAST AFRICA.

EAST AFRICA PROTECTORATE.

(No. 959.)

48389
REC'D
REG. 5 1914

November 13th, 1914.

3627



Sir,

36200

I have the honour to acknowledge the receipt of your despatch No. 904 of the 2nd of October, on the subject of the payment by the East Africa Syndicate Limited of rent for the land leased to them in the Naivasha Province.

2. The lease is in printed form, dated the 12th of July 1904, and issued by the Commissioner in exercise of the powers vested in him under the East Africa Order-in-Council, 1902, and the Crown Lands Ordinance 1902.

3. The reddendum reads as follows:-

"Paying to the Commissioner yearly, during the first seven years, one peppercorn annually

THE RIGHT HONOURABLE
LEWIS HARCOURT, P.C., V.P.,
SECRETARY OF STATE FOR THE COLONIES,
DOWNING STREET,
LONDON, S.W.

annually, if demanded, and during the residue of the said term the yearly rent of 1500 in equal half-yearly payments on the first January and the 1st day of July in each year free of all deductions".

4. The first half-yearly rent, as Mr. Colman admits, accrued in July 1911, and was demanded and paid in advance. This course has been followed in 11 subsequent years.

5. I now understand his contention to be that as the first half-yearly rent accrued in July and the words "January and July" were not reversed in the reddendum, the first half-yearly rent, and subsequent rents, are not payable either at the beginning or end of the period in which they accrue, but at the commencement of the next following period.

6. I am of opinion that this contention is not sound, and that the reddendum contemplates payment in advance. Otherwise the draft would certainly have been amended so as to make the rents payable at the end of each period

period, namely the 31st of December and
the 30th of June.

244

I have the honour to be,

Sir,

Your humble, obedient servant,

Alonzo B. ...

GOVERNOR.

Jan. 4 1889
60. EAR.

45389



2/3/89

15 Dec. 1888.

no 50397

DRAFT.

The Secretary
Equitable Assurance Co. Ltd.

MINUTE.

- Mr. C. W. R. U.
- Mr. W. Stanley W. U.
- Mr.
- Mr.
- Sir G. Fiddes. X.P.
- Sir H. Just.
- Sir J. Anderson.
- Lord Islington.
- Mr. Harcourt.

MS
Cop. for 1091 24 Dec. 1888 50397/4

Sir

With reference to ^{the} ~~the~~ letter from this Office of the 2^d of October & I am ^{desirous to bring your attention} to point out to you that the dates named in the agreement for payment of rent are the dates which begin & not those which end the halves of the year.

2. I am also to point out to you that the rent under the agreement has

invariably ^{been} paid
in advance by
the Syndicate.

3. Under these
~~circumstances~~ facts make
it plain that the
intentions of the
parties to the
lease was that
rent should be
~~made~~ paid in advance
and that Harcourt
is not prepared
under these circumstances
to accept ~~rent~~ payment
in advance.

Done at
J. READ,
City of State