

240

P
EAST AFR. PROT

48389

Rec'd
Rec'd 5 DEC 14Warner 959
Mifield

1914

November

Last previous Paper.

H. 9

3872

EAST AFRICA SYNDICATE
PAYMENT OF RENT

Gives views as to dates on which rent should be paid

~~to you by J. F. Field.~~
Mr. Field ~~is~~ ~~not~~ ~~going~~ ~~on~~ ~~36200~~ ~~as~~ ~~a~~ ~~conflict~~
 - ~~is~~ ~~going~~ ~~to~~ ~~have~~ ~~acted~~ ~~on~~ ~~that~~
 date, the payments are made. Be-
 cause the term forced, & the
 Court's view is correct, that ~~the~~
 had all been made in advance.

I don't think much of the harmonic
 distinction between 31st Nov. & 1st January
 it implies a perfection of drafting a
 1904 lease certainly doesn't
 now even after the Govt have
 taken a hand; and if such refinements
 are to be noticed the Syndicate would
 be quite justified in saying that
 the 1st of May 1904 fell with the difference

Subsequent Paper.

M. 9
50389

last period (beginning Aug 1st
on 12th Aug 1904) and was nothing
decided & had not been seen since
before that date (action) - the
agreement of 12th Aug 1st January 1912.

I should prefer for the benefit of
all concerned to give him the
opportunity of doing so & say that
as the Syndicate have for the
beginning paid out a advance
to S. W. Woodhouse sees
no reason to make any different
arrangement

Secy. 45268

Act of 21st.

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

? proceed as Mr. Stonley
proposes a point can
be at the dates named
in the agreement are
those which begin and
those which end the
two halves of the
year.

I think this makes our case

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

in:

cb.

9. 12. 4.

251

H. J. R.

9/22/14

Alone 9. 12. 14.

~~202~~

F-8389

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GOVERNMENT HOUSE,

NAIROBI.

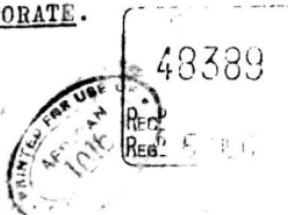
BRITISH EAST AFRICA.

EAST AFRICA PROTECTORATE.

(No. 959.)

48389

November 13th, 1914.



3647

Sir,

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.

1. The lease is in printed form, dated the 12th of July 1894, 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.

2. The reddendum reads as follows:-

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

THE RIGHT HONOURABLE

LEWIS HAROURT, P.C., M.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 £500 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. Coltmann 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 say,

SIR,

Your humble, obedient servant,

Hawley Bayard.

GOVERNOR.

Jan. 4/389

245



S.A.P.

✓ 369

15 Dec. 1938.

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DRAFT.

To Secretary
South African Hospitals Ltd.

MINUTE.

Mr. C. W. R. W.
Mr. H. Stanley M.M.C.

Mr.

Mr.

Sir G. Fiddes.

Sir H. Just.

Sir J. Anderson.

Lord Wellington.

Mr. Harcourt.

W.

Copy for 1091. 24 Dec 1938
S.A.P.

Lia
With reference to
the letter from this
Office of the 2nd
of October I am
writing to you 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
point out to
you that the
rent under the
agreement has

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

3 Under these
~~existing~~ facts make
it plain that the
intention of the
parties to the
lease was that
rent should be
~~paid~~ in advance
and Mr. Harcourt
is not prepared
(under these circumstances)
to accept ~~such~~ payment
in arrears.

Yours &

(S) T. J. READ.
Secretary of State