

EAST AFR. PROT.

No. 37422



(Subject.)

Mr. R. Chamberlain's Letter Grant

Suggests terms of letter to Mr Chamberlain explaining grounds on which F. O. decision in regard to was based. Suggests asking for further report as to his complaint as to restrictions placed on the persons of African origin in the colony.

(Date)

Mr. Read

See 37422

Mr Chamberlain said in 34432 he was coming home but Snuffer will not wait for him as what direct course to receive him as proposed by F.O.

25/10

Yes H. S. R.

27/10

No We have failed once to get the explanations conveyed by the Compt. to Mr Chamberlain, and I think that we should now draft a letter to him which

1905
10/21
Official Paper

1/11/05
1/11/05
1/11/05

Official Paper
Comma
37192

Can be delivered to him
when he reaches England.

Off accordingly, and
send off to D.O. for con-
:urrence

Wht Nov 1

Off at once

374224

C. O.
37422 623
REC'D
OCT 21 1905

FOREIGN OFFICE,
October 20th, 1905.



Sir:-

I laid before the Marquess of Lansdowne your letter 53257/1905 of the 5th instant enclosing copies of correspondence on the subject of Mr. R. Chamberlain's grant of land in the East Africa Protectorate.

It appears from Sir D. Stewart's despatch No. 450 of August 14th last that he was not able to Mr. Chamberlain in giving the explanation of the grounds on which his original contract with Sir C. Elliot was repudiated or why the area comprised in his concession was reduced to twenty thousand acres. The reasons which actuated His Majesty's Government in regard to the first point are shown in the papers laid before Parliament in July 1904 (Africa, No. 8, 1904) and, in regard to the second, in Lord Lansdowne's despatch to Sir D. Stewart No. 584 of October

21st

The Under Secretary of State,
Colonial Office.

No. 24236. F. O. Paper 1905/100

†
 21st, 1904. In these circumstances I am directed
 by His Lordship to suggest that a letter might be
 addressed to Mr. Chamberlain stating that the grounds
 on which the decision of the Marquess of Lansdowne
 in regard to the claimant's grant was based, were,
 according to the reports received from Sir D. Stewart,
 fully explained at the time to Mr. Allen, Mr. Chamber-
 lain's solicitor, but that lest any misapprehension
 should remain, the Secretary of State was ready to
 repeat the explanation. Such explanation might then
 be given by referring Mr. Chamberlain to the Blue Book
 particularly to Part I, Nos. 21 and 27, and com-
 municating to him the substance of Lord Lansdowne's
 despatch No. 584 of October 21st 1904, above referred
 to.

Lord Lansdowne notices that on page 6 of the copy
 of Mr. Chamberlain's letter of August 17th, forwarded
 by you he complains that he was "asked to make his
 selection of an area of twenty thousand acres not
 over the area originally conveyed to him by contract

but partly and largely from entirely worthless land
 lying outside the boundaries of the original area".

I am to point out that, so far as Lord Lans-
 downe is aware, no promise was given that Mr.
 Chamberlain should be allowed to select the twenty
 thousand acres himself out of the thirty two thousand
 originally applied for. His Lordship thinks however
 that it would be advisable to ask for a further
 report and to inform Mr. Chamberlain that as to this
 an enquiry will be made.

20,000
 2,000

I am,
 Sir,
 Your most obedient,
 humble servant,

John Campbell

332

20,000

But

4-38257

W

21st, 1904. In these circumstances I am directed by His Lordship to suggest that a letter might be addressed to Mr. Chamberlain stating that the grounds on which the decision of the Marquess of Lansdowne in regard to the claimant's grant was based, were, according to the reports received from Sir D. Stewart, fully explained at the time to Mr. Allen, Mr. Chamberlain's solicitor, but that lest any misapprehension should remain, the Secretary of State was ready to repeat the explanation. Such explanation might be given by referring Mr. Chamberlain to the Blue Book more particularly to Part I, Nos. 21 and 27, and communicating to him the substance of Lord Lansdowne's despatch No. 584 of October 21st 1904, above referred to.

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20,000
2,000

332

20,000

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I am,

Sir,

Your most obedient,

Humble servant,

John Campbell

W

722

F.O.
37422

E.A.P

625



DRAFT

19 January 1906
Humberos

U.P. of P.
F.O.

Jan 23 1906

MINUTE

Miss 1/4
Head 6

- Mr. Introduction
- Mr. Cox
- Mr. Lucas
- Mr. Graham
- Mr. H. Ommanney
- Mr. of Onaloo
- Mr. Chamberlain

2 dft

Sir

I am directed by the Secy of the Board to ask the receipt of your letter of the 20th inst on the subject of the grant of land to Mr. R. Chamberlain in the E.A.P. & to transmit to you the accompanying draft of a letter which he proposes, if Secretary of the Board, to cause to be addressed to Mr. Chamberlain.

2. As to Chamberlain

dft letter

has announced his intention
of coming to
London, ~~with a view~~
of putting ^{his} case
formally before ~~the~~ the
~~Commission~~, and as
previous objections
presented to him
through H. M.'s Commissioner
have failed to attain
their object, it is
thought that the best
course will be to
detain the letter to
him formally, or
his refusal in the
event.

I am to

B

adms

200 to Prof P No 501

792

take this opportunity
of transmitting ^{to} you
for the info of
Prof. ~~Stewart~~
an accompanying
copy of a det. from
the ~~Prof~~ of the G. U. P
enclosing correspondence
between Mr. Chamber-
lain & the late
Prof. Stewart, &
a copy of an apology
which the former
has caused to be
inserted in the
Press.

J

H. U. Stewart
✓

F.O.
34422

E. G. P. 627



For F. O. reference

DRAFT.

R. Chamberlain Esq

6 Feb 1906
No. 11255

MINUTE.

- Mr. White 1 Nov
- Mr. Read 6
- Mr. Antrobus
- Mr. Cox
- Mr. Lucas
- Mr. Graham
- Mr. H. O'Connell
- Bar. of O'Connell
- Mr. Chamberlain

33331
34422

2 1/2 p/m

W. C. Chamberlain Esq F.O.
has received

Sir
I am directed by
the Secy of State to
ack. the receipt of
your letter of the 17th
of Augt. on the subject
of your grant of
land in the E. G. P.
I am to advise you will
refer to the 1st par. of
your letter of the 17th
of Augt, that you are
answering your letter
of 8th Sept. was duly
sent through
the H. C. for S. Africa
but could not be
communicated

253-8

No. 33257 & 34422, 7th 8th 9th

to you owing to your
 having quitted Johannes
 burgh ^{not being known}
 without having
 an address. It appears
 from your second letter
 that you have since
 moved through H.M.
 Commission through
 your letter of the 11th June. It
 seems
 that you are still
 unaware of the grounds
 on which your original
 contract with P.C.
 that was ^{not} ~~referred~~
 as why the area
 comprised in your
 concession was reduced
 to 20,000 acres.
 I do not doubt that you reported
 that the grounds of
 the ~~concession~~
 were ~~not~~
~~referred~~

#no

transcripts received from
 D. D. Stewart fully
 explained to your office
 - to Mr. Allen, at
 the time, but, lest
 any misapprehension
 should occur, ^{in the}
~~the~~ ~~transcripts~~
~~transcripts~~
 You refer you to the Parlia-
 mentary Paper No. 2
 of which a copy is encl-
 ored, & particularly to
 the table design numbered
 21427 in the 1st
 Part of the publication
 containing the reasons
 for the ~~reduction~~
~~reduction~~
~~reduction~~
 in the ~~concession~~
 fully stated
 set in regard to the
 first of the two
 points in question.

Ch 2097

628

V

~~Last year...~~
were, however, anxious to meet
any reason all seems
which you might have
been led by Sir Charles
Vick's ~~authorisation~~

action to consider just, and
Accordingly on the 17th
of October 1904, ~~the Hon. Sir Charles~~
letter to Sir D. Stewart
Mr. Flimmer

authorizing him to offer to you leases
of 20,000 and 18,000 acres respective-
ly, in the neighbourhood of Lakes
Makuru and Mameteiva, upon the
following terms:-

The leases to be made under the
Crown Lands Ordinance, 1903, for
a term of five years, the lessees agree-
ing not to underlet or part with the
land without the consent of His
Majesty's Commissioner; the lessees to
have the option of purchasing the
each
acrehold of 2,000 acres of their
leaseholds, at a fixed sum of £3,125

and £2,815, respectively, ~~was~~ spent on development within five years; the amount of the annual rent and the purchase price per acre to be fixed on the basis of the current market rates.

The considerations which led ~~to~~ ^{to} sanction these arrangements were as follows:—

It will be remembered that Sir C. Kist had forwarded to the parties draft Agreements for lease under which each of the two companies was to be given a ninety-nine years lease of 52,000 acres at a yearly rent of 1,000 rupees, with the option of converting 10,000 acres of the leased area into freehold at the end of five years, at the price of

and £2,815, respectively, ~~was~~ spent on development within five years; the amount of the annual rent and the purchase price per acre to be fixed on the basis of the current market rates.

The considerations which led ^{H. H. G. J.} ~~to~~ sanction these arrangements were as follows:—

It will be remembered that Sir G. Kist had forwarded to the parties draft agreements for leases under which each of the two companies was to be given a ninety-nine years' lease of 32,000 acres at a yearly rent of 1,000 rupees, with the option of converting 10,000 acres of the leased area into freehold at the end of five years, at the price of

6 annas an acre, provided that a sum of £5,000 had been spent on the development of the estate, and subject to other stipulations as to native rights and the power to dispose of the land.

Under "The Crown Lands Ordinance, 1902," these terms required the sanction of the Secretary of State, and the considerations which led Lord Lansdowne to withhold it are explained in the Parliamentary Paper referred to above.

8. The treatment thus accorded to you and Mr. Flimmer has been contrasted with that received by the British East African Syndicate, to which a grant of 100 square miles in the Rift Valley has been made. The published correspondence shows that the terms conceded to the Syndicate were sanctioned by His Majesty's

treasury, in view of (1) the substantial expenditure

expenditure incurred by the Syndicate on the exploration and development of the country, and (2) the hope that their experiments, if successful, might attract other settlers to the country. Their Lordships recorded their view that such arrangements should not be sanctioned generally or extended subsequently to other applicants with less title to consideration from His Majesty's Government. The grant was an exception - not a precedent.

9. It appeared, however, that although it was beyond the power vested in His Majesty's Commissioner by the Crown Lands Ordinance to grant to you and Mr. Flimmer the terms embodied in the Agreements to Lease,

4

6 annas an acre, provided that a sum of 25,000 had been spent on the development of the estate, and subject to other stipulations as to native rights and the power to dispose of the land.

Under "The Crown Lands Ordinance, 1902," these terms required the sanction of the Secretary of State, and the considerations which led Lord Lansdowne to withhold it are explained in the Parliamentary Paper referred to above.

8. The treatment thus accorded to you and Mr. Flemmer has been contrasted with that received by the British East African Syndicate, to which a grant of 500 square miles in the Rift Valley has been made. The published correspondence shows that the terms conceded to the Syndicate were sanctioned by His Majesty's Treasury, in view of (1) the substantial expenditure

expenditure incurred by the Syndicate on the exploration and development of the country, and (2) the hope that their experiments, if successful, might attract other settlers to the country. Their Lordships recorded their view that such arrangements should not be sanctioned generally or extended, subsequently to other applicants with less title to consideration from His Majesty's Government. The grant was an exception - not a precedent.

9. It appeared, however, that although it was beyond the power vested in His Majesty's Commissioner by the Crown Lands Ordinance to grant to you and Mr. Flemmer the terms embodied in the Agreements to Lease,

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you
~~these gentlemen~~ had some reason to
expect that those terms, or equally
liberal ones, would be granted to ~~them~~ ^{you}

The decision to remove the Masai
from the Rift Valley disposed of one
of the most serious obstacles to allow-
ing ^{you} Mr
Messrs Chamberlain and Flemmer to
receive a suitable grant in the localities

which ^{you} they originally selected, and
~~to be immediately~~ ^{to be immediately} available of the
opportunities thus offered in order to
authorize a settlement which, but for
the decision referred to, would have
been unattainable. ~~It was not~~ ^{It was not} however,
prepared to accept in their entirety

the proposals which Sir D. Stewart
submitted to ~~you~~ ^{you} on behalf of you and
Mr. Flemmer ^{after} conferring with your
solicitors ^{and the fact of your intention} you offered to drop your
claims for ~~leases~~ ^{leases} of 32,000 acres, ~~and~~

but

but you appeared to contend that by
limiting your present demands to
20,000 acres ~~and~~ you were making a
concession for which you were to be
compensated by a doubling of the area
of which you were to be permitted to
purchase the freehold at a nominal
price. ~~That was a double-edged~~

~~in the agreement~~
ANY LANDS IN THE EAST AFRICA
Protectorate must be made under "The
Crown Lands Ordinance, 1902", ~~and~~
according to the provisions of this
Ordinance, lands found to be in the
actual occupation of natives are
specifically exempted from the opera-
tion of any lease. The 64,000 acres
which were included in the two draft
agreements to lease would therefore
have been automatically diminished by

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the

the extent of such land, included within the described areas, as might be found to be occupied by the natives. That you must have been well aware of this fact is evident from the special stress which Sir C. Elliot has laid upon it in his despatch of the 7th April 1903. He then estimated that the actual acreage over which the proposed leases would be operative would be about 20,000 acres in your case, and about 18,000 acres in the case of Mr. Flemmer.

which is fulfilled in the Reply Paper No 8 of 1904.

Besides this, it was repeatedly pointed out to you by Sir C. Elliot that, under the Crown Lands Ordinances, the maximum area which the Commissioner has authority to sell to any one purchaser in one lot is 1,000 acres, and that the clause in your draft agreements allowing the conversion into freehold of 10,000 acres

apiece

201.2099

apiece was therefore provisional and necessarily subject to the approval of the Secretary of State.

It follows that, if the draft agreements with you and Mr. Flemmer had been formally completed, all that you would have enjoyed thereunder was the leasehold for ninety-nine years of 20,000 and 18,000 acres respectively, with the option of converting, after the expenditure of £2,500 on developments in five years, so much of this land into freehold at the price of 8 annas per acre as the Secretary of State might be willing to sanction.

Lord Lansdowne had in October 1903 deprecated the consideration of further land grants on a large scale, and, if he had been consulted

at

6

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which is fulfilled in the Treaty Paper No. 8 of 1911.

Besides this, it was repeatedly pointed out to you by Sir C. Elliot that, under the Crown Lands Ordinance, the maximum area which the Commissioner has authority to sell to any one purchaser in one lot is 1,000 acres, and that the clause in your draft Agreements allowing the conversion into Freehold of 10,000 acres

apiece

4. 1. 2007.

apiece was therefore provisional and necessarily subject to the approval of the Secretary of State.

It follows that, if the draft Agreements with you and Mr. Flesner had been formally completed, all that you would have enjoyed thereunder was the leasehold for ninety-nine years of 20,000 and 18,000 acres respectively, with the option of converting, after the expenditure of £2,000 on developments in five years, so much of this land into freehold at the price of 8 annas per acre as the Secretary of State might be willing to sanction.

Lord Lansdowne had in October 1903 deprecated the consideration of further land grants on a large scale, and, if he had been consulted

it is clear that

at

6

at the time, with regard to the terms of the leases in question, he would ~~not~~ have insisted on a very material reduction of the areas. Seeing, however, that His Majesty's Commissioner did undoubtedly offer leases of virtually 20,000 and 15,000 acres respectively, he did not press his objection, and he was ready to approve of grants of the same extent, the sum to be spent on developments within five years being proportionately reduced. These grants were being to the removal of the Masai from the Rift Valley, no longer subject to automatic reduction under the Crown Lands Ordinance on account of native rights.

As regards the size of the areas to be convertible into freehold, ^{with Land Commission} he was willing

willing to allow a departure from the maximum limit of 1,000 acres allowed under the Ordinance, which he would, under ordinary circumstances, have felt bound to maintain. On the other hand, he saw no justification ~~therein~~ for extending those limits so as to make them cover two areas of 10,000, not to speak of 20,000 acres each. In the special circumstances of the case, he was prepared to sanction a proviso in the leases permitting the conversion into freehold of 5,000 acres in either case.

As, however, it was clear that the removal of the native inhabitants of the whole region in which the land is situated must materially enhance its value, both present and prospective

prospective, it was in his opinion, only fair and reasonable that the lessees should be called upon to pay for such enhanced value by a higher annual rent and an increased price for the freehold and he was of opinion that both for rent and purchase price the current market rates should be required.

With regard to the amount contained in your letter of the 17th inst. that you were asked to make your valuation of the area of 20000 acres not from the area originally conveyed to you by contract but from the acreage now being for which you are liable, which is outside the boundaries of the original area, I am to say that the evidence shows, for all the correspondence shows,

~~My letter is in answer~~ 634
that ^{no} promise was given that you would be allowed to select the 20,000 acres yourself out of the 32,000 acres originally applied for. On this point ~~Mr. Pittman~~ will however, make further enquiries for the benefit of H. H. Compston & Co.

Signed R. L. ANTROBUS.
(Signed) R. L. ANTROBUS.

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