

*Interest*

EAST AFR PROT  
No. 46069

C O  
46069  
REC  
14 DEC 06



Number of Individual

(Subject)

*W. P.*

1906

*His and Mr Macallisters Concessions*

Last previous Paper.

W 43255

*Notes that term of the two leases be extended to 42 years each and that conditions be altered so as to include right to collect all natural production. If desired also that he may be allowed to transfer his lease to a syndicate.*

(Minutes)

*Mr. Lintacans*

*Rec 43255*

*Reply that Lord Ugin has been on conference with Lord Waterman and Mr. ... acting on behalf of the syndicate which proposes to acquire the leases and that he has enquired from them that he must await a report on the facts before deciding as to the proposed amendment of the terms of the leases.*

*Copy sent to ...*

Next subsequent Paper

6. / 1921

*We must try & avoid a 3 covered charges on this matter*  
*W. P.*  
*£2000 is what Mr. ...*

me that Lord Waterman had called  
w<sup>d</sup> be prepared to stand, and  
I should think that Mr. Dir-  
schneider has written this letter  
at his suggestion  
I prepared to Mr. Greenfell  
that they should make us  
an offer in the line of the  
Mabira Forest lease, a copy of which  
was given to Lord Waterman. In  
writing to Mr. Dischaker, therefore,  
as proposed, I w<sup>d</sup> also ask  
whether, if their offer to  
afford £20,000 were entertained,  
they w<sup>d</sup> be willing to enter  
into an agreement similar to  
that relating to the Mabira  
Forest.

Mr. Dirsch  
w<sup>d</sup> 20/12

4/2 29.12

to point out that it is not to call  
at the time that began all papers the  
copy of the same for the Mabira Forest  
can only be made to meet the

24/12

Mr. Cecil Greenfell called  
here some weeks ago, and  
said that he was not  
going on with this busi-  
ness himself but that  
Messrs. Spinnington and Co  
were taking the matter  
up. He said that Messrs.  
Spinnington were large dealers  
in rubber and of good  
reputation, and asked  
me to see Mr. Spinnington.

Mr. Spinnington called  
here accordingly on the  
19th March and again  
on the 11th April. At  
the first meeting he said  
that he ~~was~~ <sup>proposed</sup> to  
acquire the Dischaker and  
Macallister concessions. But  
at the second meeting  
he said that he had  
decided not to do so  
but to arrange to get

fresh conceptions of his  
own - see  $\frac{S}{12561}$  and

13420

We may expect, there-  
fore, to have some fresh  
proposals from W. Dierspacher  
in due course.

W. D. 19  
at once



Adstock House,

Winslow. Bucks.

13th December 1906

C/O  
46069REC'D  
14 DEC 06

To His Majesty's  
Secretary of State for the Colonies.

My Lord,

1. I hold in my own right a Lease granted by His Majesty's Commissioner for the East African Protectorate under date the 19th September 1906. I also hold as Attorney for Mr. R. J. D. Macallister a second Lease of the same date granted by the Commissioner.

2. I append copies of these Leases which respectively remain in force for a term of 21 years, and I respectfully request that this term may be extended for a further period of 21 years.

3. I also respectfully request that the conditions of the Leases may be extended so as to cover in addition to the collection of Rubber, to which it might be contended that they are now by their terms confined, the collection of all natural products of the forests.

4. I am willing to bind myself as a condition of my request being granted, to expend not less than £20,000 in developing the industries to which the Leases relate during the term for which they have now been granted.

5. I also respectfully request that I may be authorized to transfer the Leases to a limited Syndicate subject to the fulfillment of the stipulation of Clause 4 of this letter.

6. The reason of this petition is that I find that if my present request is granted, I shall be able to deal with the Leases commercially to the advantage of the territory, but that if you find yourself unable to modify the present provisions of the Leases, I may not be able to do so.

7. I beg your Lordship favourably to consider the  
purpose of my request,

I have the honour to be,

Your Lordship's most obedient servant,

*A. Desprez*

Page 2 of 2

AN AGREEMENT made this nineteenth day of September  
 One thousand nine hundred and one between ~~HERMANN~~ ~~LEAVINI~~ ~~COLONEL~~  
 JAMES HAYES SAKER S. B. His Majesty's Commissioner for the  
 East Africa Protectorate (hereinafter called the Commissioner)  
 of the one part and ~~HERMANN~~ ~~JAMES~~ ~~DUNN~~ ~~HAGALLISTER~~ of Nairobi  
 Civil Engineer (hereinafter called the Tenant) of the other  
 part W H E N E E Y in pursuance of the powers vested in him  
 under the East Africa Order in Council one thousand nine hundred  
 and two and in consideration of the rents and agreements on the  
 part of the Tenant hereinafter reserved and subject to the  
 provisions of the Crown Lands Ordinance one thousand nine hundred  
 and two especially section eighteen thereof and to the Forest  
 Rules in force for the time being under the said Ordinance the  
 Commissioner hereby agrees to grant to the Tenant a lease of  
 ALL those pieces or parcels of land situate in the Seyidie  
 Province comprising an area not exceeding one hundred square  
 miles of forest or rubber land, such land to be selected by the  
 Tenant with the approval of the Conservator of Forests within  
 six calendar months from the date hereof from the area comprised  
 within the following boundaries:- On the WEST by a line running  
 from Jomo hill in the direction of ~~HERMANN~~ hill, on the NORTH by  
 a line running perpendicular to this line through ~~DOBERMUND~~,  
 on the EAST by the road running through ~~MACHANI~~ to ~~LEAVINI~~ and  
 on the SOUTH by a line from ~~LEAVINI~~ to ~~JOMO~~ hill ~~R E C E I P T~~  
 I N G and reserving unto the Commissioner all trees timber and  
 bushes plants and all other forest produce other than rubber  
 A N D R E C E I P T I N G all land privately owned or occupied  
 and all rights of way to such land for the term of twenty one  
 years from the day of One thousand nine  
 hundred and at the yearly rental of Rupees three  
 thousand payable in advance on the day of in  
 each year. The Tenant shall submit to the Commissioner full  
 particulars of the pieces or parcels of land selected by him

Witness my hand  
at Nairobi





**A N A G R E E M E N T** made this nineteenth day of September one thousand nine hundred and six **BETWEEN** LEUTENANT COLONEL JAMES HAYES SADLER C.B. His Majesty's Commissioner for

the East Africa Protectorate (hereinafter called the Commissioner) of the one part and CAPTAIN RUDOLPH DIERSPECKER of Nairobi Civil Engineer (hereinafter called the Tenant) of the other part WHEREBY

in pursuance of the powers vested in him under the East Africa Order in Council one thousand nine hundred and two and in consideration of the rents and agreements on the part of the Tenant hereinafter reserved and subject to the provisions of the Crown Lands Ordinance one thousand nine hundred and two especially section

eighteen thereof and to the Forest Rules in force for the time being under the said Ordinance of the Commissioner hereby agrees to grant to the Tenant a lease of ALL those pieces or parcels of land situate in the Seyidie Province comprising an area not exceeding one hundred square miles of forest or rubber land, such

land to be selected by the Tenant with the approval of the Conservator of Forests within six calendar months from the date hereof from the area comprised within the following boundaries:-

On the West by a line running from Jembe to Pemba hill, on the south by Mr. Macallister's concession, on the East by the Native track running through Manyala and on the North by a line running from this track to Pemba hill over Chasola Geriama hill EXCEPTING

and reserving unto the Commissioner all trees timber bushes plants and all other forest produce other than rubber AND EXCEPTING all land privately owned or occupied and all rights of way to such land for the term of twenty one years from the day of

one thousand nine hundred and at the yearly rental of Rupees three thousand payable in advance on the day of

in each year. The Tenant shall submit to the Commissioner full particulars of the pieces or parcels of land selected by him hereunder and a plan and description thereof shall be made and attached to this Agreement.

to this Agreement.

PUBLIC RECORD OFFICE, LONDON



2. The Tenant shall use the said land for the purpose of collecting, removing and cultivating rubber only.

3. The Tenant shall be responsible for all damage caused on the said land by fire arising from any act of the Tenant his servants or agents or otherwise and shall pay as liquidated and ascertained damages the sum of Rupees ten per acre or part thereof so damaged by fire provided that in the event of the Tenant proving that such damage was caused by the act of persons other than his servants or agents <sup>such</sup> damages shall be payable. And shall also be liable for damage done to any trees or sapling by the Tenant hereunder caused otherwise than by fire. Such damage shall be assessed by the Conservator of Forests at rates per tree not exceeding those published for the felling and removal of timber from forest areas on Crown lands.

4. The Tenant shall collect Rubber on the said land in a manner to be approved by the Conservator of Forests and shall employ efficient European overseers to supervise the collection and cultivation of rubber on the said land.

5. The rubber vines shall not be cut through or topped and the cuts in the bark of the stems or branches shall not exceed one foot in length and not more than two cuts shall be opposite each other, and no cut shall exceed one fourth of the circumference of the vine at the place of incision. And the cuts shall be made in series at intervals of not less than one foot apart and the bark on such intervals shall be left intact.

6. The Tenant shall form a nursery for every sixteen thousand acres of forest land hereby let and each such nursery shall be sown with 1. Kirrali seed or the seed of other approved rubber vines or trees and maintained in an efficient state of cultivation and such nurseries shall be removed or not nurseries established instead thereof as plants are removed therefrom for planting in the forest.

to occupy and for that time the said land shall be planted with not less than ten thousand of L. Kiri or other approved rubber trees or vines in each year and not less than forty plants per acre shall be planted in each year and such plants shall be planted during the rainy season.

2. The Tenant shall plant all plants to be planted outside the said enclosure in holes not less than one half cubic feet in size and when intended for the reception of vines every such hole shall be situated at the base of a tree.

3. Such rubber plants shall be planted in lines cleared through the forest sufficient for easy access and inspection.

4. All plants shall be cultivated to the satisfaction of the Conservator of Forests and in case of the methods employed not proving satisfactory the Conservator of Forests will have the right to undertake the planting charging the cost of the same against the Tenant.

5. All native rights in or over the said land or any part thereof shall be reserved.

6. The Conservator of Forests shall exercise supervision over all forest operations and the Tenant shall comply with all reasonable demands made upon him by the Conservator of Forests in matters concerning the exploitation and removal of the produce of the said land.

7. If the Tenant shall within ten years from the commencement of the term hereby granted be desirous of terminating this agreement and shall give three calendar months' previous notice in writing to the Commissioner and shall pay all the rent and observe all the agreements herein contained upon such determination then this agreement shall cease.

8. The Tenant shall not assign whole or otherwise part with the possession of the said land or any part thereof without the previous consent of the Commissioner thereto in writing.

1. An area of the said land shall be planted with not less than ten thousand of L. Kiri or other approved rubber trees or vines in each year and not less than forty plants per acre shall be planted in each year and such plants shall be planted during the rainy season.

2. The Tenant shall plant all plants to be planted outside the said enclosure in holes not less than one half cubic feet in size and when intended for the reception of vines every such hole shall be situated at the base of a tree.

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8. The Tenant shall not assign whole or otherwise part with the possession of the said land or any part thereof without the previous consent of the Commissioner thereto in writing.

15. The Tenant shall when absent from the Protectorate keep an agent in the Protectorate at an address to be notified to the Commissioner and service upon him or delivery at the said address of all notices or other documents shall be deemed good service upon the Tenant.

16. A survey of the selected land approved of by the Conservator of Forests shall be made by the Government Surveyor and the costs thereof paid by the Tenant and until the completion of such survey any question as to whether any land form part of the land hereby let shall be referred to the Commissioner whose decision shall be final. Provided that on survey such alteration may be made in the boundaries of the said land as the Chief Surveyor may deem necessary, and that all privately owned land shall be demarcated on such survey.

17. The Tenant shall observe the covenants implied by virtue of the provisions of the Crown Lands Ordinance one thousand nine hundred and two and all such covenants shall be implied in this Agreement especially those contained in sections twelve and thirteen thereof save where expressly herein otherwise provided.

18. The Commissioner his servants or assigns may at any time enter upon the land hereby intended to be demised and may fell collect and carry away any timber or other forest produce other than rubber provided that compensation shall be paid to the Tenant for damage to any rubber plants occasioned by the exercise of such right.

19. The right to kill and take game and for that purpose at any time to enter upon the land hereby demised is reserved to the Commissioner and all persons authorized by him.

20. Provided always and it is hereby agreed that these presents are upon the condition that it shall be lawful for the Commissioner at any time or times to resume possession and determine the tenancy of the Tenant as to any portion or portions of the said land that shall not consist of forest land and on which rubber trees or vines shall not be growing.

21. The said lease shall be granted and the Tenant shall accept and execute a counter part thereof when and so soon as the said land shall have been surveyed as aforesaid.

22. The Tenant shall pay the costs of and incidental to the preparation of this agreement amounting to Rupees fifty

23. Until the rent is paid and the area of land clearly defined and agreed upon the Tenant will have no rights over the said lands.

24. Until the said lease is executed the parties hereto shall be bound by the covenants and agreements hereinbefore mentioned and agreed to be contained in such lease as if the same were actually executed.

AS WITNESS - the hands of the parties hereto:-

WITNESS to the signature of  
the Commissioner:-

(Sgd) A.C.Hollis,  
Secretary.

(Signed) J. Hayes Sadler.



hereunder and a plan and description thereof shall be made and attached to this agreement.

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10. All plants shall be cultivated to the satisfaction of the Conservator of Forests and in case of the methods employed not proving satisfactory the Conservator of Forests will have the right to undertake the planting charging the cost of the same against the Tenant.

11. All native rights in or over the said land or any part thereof shall be reserved.

12. The Conservator of Forests shall exercise supervision over all forest operations and the Tenant shall comply with all reasonable demands made upon him by the Conservator of Forests in matters concerning the exploitation and removal of the produce of the said land.

13. If the Tenant shall within two years from the commencement of the term hereby granted be desirous of determining this agreement and shall give three calendar months' previous notice in writing to the Commissioner and shall pay all the rent and observe all the agreements herein contained upon such determination then this agreement shall cease.

14. The Tenant shall not assign sublet or otherwise part with the possession of the said land or any part thereof without the previous consent of the Commissioner thereto in writing.



15. The Tenant shall when absent from the Protectorate keep an agent in the Protectorate at an address to be notified to the Commissioner and service upon him or delivery at the said address of all notices or other documents shall be deemed good service upon the Tenant.

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20. Provided always and it is hereby agreed that these presents are upon the condition that it shall be lawful for the Commissioner at any time or times to resume possession and determine the tenancy of the Tenant as to any portion or portions

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AS WITNESS the hands of the parties hereto

Witness to the signature of  
the Commissioner

(Sgd.) A.C. Hellis  
Secretary.

(Sgd.) J. Hayes Sadler.

6069



D  
46069

b. Oct.



DRAFT.

Capt. R. Dispecker

2 January 09

MINUTE.

Mr. *W.H. 3/12*

Mr.

X Mr. Antrobus *3/12*

Mr. Cox.

Mr. Lucas.

Mr. Graham.

Sir M. Ommalley

Mr. Churchill.

The Earl of Elgin.

Sir

Will refer to your letter of the 13<sup>th</sup> of Dec<sup>r</sup>

I am directed by the Earl of Elgin to in-

form you that Lord H.L. has been in conference with Lord Wellesley &

Mr Cecil Grenfell, on acting on behalf of the Committee which

propose to acquire the lands granted to you & Mr. Maclellan,

and that they have been informed that

*By reference to Comr*

*of*