



EAST AFR. PROT.

N° 2 8581

CO
28581Ref. No.
10 2607

(Subject)

1907

Aug 12

- (a) Mr G Williams goes at Hartley
(b) Land bought by Mr R H Kuebe

- (c) A new license made on land off of farm and to
him - agreed price at least £1000 per acre
(d) Inquiry of local & explain who made what land was
bought by Mr Kuebe

(Minutes)

Mr Read *spoke*~~11/13 Augt~~

atmos

400 ft

3/6

28581

Governor's OFFICE,

REC

Nairobi.

REGD 10 AUG 07

July 12th 1907.

No. 284

(Enclosure)

My Lord,

Re: Reference to Your Lordship's despatch No. 330

In the first place I have the honour to report that a note
 was submitted to the Land Office of the ~~provinces~~ made to
 Mr. Krehner in regard to the plot at present sub-leased to
 him by Mr. R. F. P. Antrobus, contained in Mr. Antrobus' letter
 to him on the 7th June 1907.

The exceptionally easy terms granted to the latter
 are explained by the fact that at the time his application
 was made the value of the land between Nairobi and Oloololo
 a fibro-producing area ~~was~~ not recognized and the tract in
 question was in fact regarded as almost worthless.

Mr. Krehner was more or less a pioneer in exploiting a region
 the possibilities of which were unknown and as such the
 terms of his lease, a copy of which I enclose in accordance
 with

The Principal Secretary of State

for the Colonies,

Downing Street

LONDON, S.W.

Ref - 181

* Regd 16276. 1 Nov. 1847

with Your Lordship's instructions, were correspondingly
tent.

Mr. Bunting was not however authorized by his master
to enter my port for him as without permission, which he
had sought in vain of Messrs. Williams and Dean. The latter
is now taking steps to regularize the purchase in question.
Mr. Fifehead is one of our most enterprising settlers
and I enclose refer to my despatch No. 555 of June 10th in
connection of the development which has taken place on
his Waller Kibbler property.

I have the honour to be
with the highest respect,

My Lord.

Your Lordship's most obedient
humble servant,

J. C. Bunting

t.Mr. 25/26

D

INCLOSURE

22nd July 12 1904



1904 BETWEEN SIR
COLIN BURKE AND THE ELDER, S.M.C. & A.B., HIS MAJESTY'S
High Commissioner for East African Protectorate (hereinafter
referred to as the "Commissioner") of His Majesty's
Empire, Governor of Mombasa in His African Protectorate
(hereinafter referred to as the "Governor") of the Colony of
Kenya, and the Tenant agrees to grant and the Tenant agrees
to take up lease at that place or parcel of land situated
in the District of Mombasa containing 50 square miles for thereabouts
described and specified in the Schedule hereto for the
term of one year from the first day of January 1904 at the
rental of £10/- per month payable in advance on the first day
of each month and liable to be subject to the
variations in the Crown Lands Ordinance 1902 and to the rules
and regulations made thereunder. The Tenant covenants
and agrees to let and give the said land to the Tenant
and to let the same to his tenants (if any) without the
consent of the Commissioner to be responsible to observe
and fulfil all the laws and regulations made by virtue of the provisions of the
Forest and Game Laws, especially those contained in Article
XII, which prohibit him from cutting down or otherwise destroy or injure any
timber or other growth or vegetation without the previous
consent of the Commissioner of Forests. The Tenant
shall have the right to use the Kitwezi River for his power
of irrigation of crops on the land and
the Tenant shall not be liable for any damage
done to any person or property by reason of the use
of the river for irrigation purposes. The Tenant
shall be entitled to a six months
option of the expiration of the
lease to renew the lease for a further
period of six months, provided that the Tenant has
not committed any wilful damage to the land or
cultivated

(S)

for a period of six years at a yearly rental of Rs. 2/- per acre
 and also that the Tenant shall upon giving six months previous
 notice to the Owner, or to whom notice to expire
 such notice of giving of such agreed time, may by written
 agreement, consent to the amount of purchasing Rs. 2,000/- acres
 and so on. Consent given in writing of purchasing Rs. 2,000/- acres
 and so on at a sum or price of Rs. 2/- per acre,
 and upon the completion of the survey of the
 land and the same being registered, the Owner
 will accept and execute a
 lease for a term and a date to be fixed, terms and
 conditions contained in this document to be executed the said
 lease in accordance with the terms and provisions herein-
 above contained and the same and conditions and provisions herein-
 above contained agreed to be contained in such lease as if
 they were a part of it.

AS WITNESSED BY
 (S) A.G.Martin

(F) R.F.P.Huebner.

Act of 1898

(S) A.G.Martin

YK/1905

THE SCHEDULE BEING APPENDED TO

The area of land will be divided into two Sections
 Section No. 1, containing 173.14 acres, and Section No. 2, containing 186.14
 acres of land. The boundaries of the
 Section No. 1, will be the South West and the South East. The boundaries of the
 Section No. 2, will be the North West and the South East. The railway line will be
 built along the line to the South West proposed road
 and the railway line to the South West proposed road
 will be built along the line to the South East direction, the railway
 line will be built along the stream

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according to the first and two lines approximately parallel to the
aforesaid boundary line, covering a total area of 25 miles square,
thereabouts exclusive of Mission or Railway land.

The boundaries of the second section of the said land shall be
the boundary line extending from Kibwezi
to the railway station and thence in a South
westerly direction for 10 miles to the
boundary of the said Station, such boundary shall
be the base of a triangle to be drawn to the South West
comprising an area of 25 square miles or thereabouts exclusive
of all land held by the Railway land.

The areas indicated are approximate only and are liable
to alteration as Survey the Commissioner may deem

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