



EAST AFR. PROT.
57922

481
57922
REC'D
DEC 16 1915

E. African States
Lt.

1915

15 Dec.

Last previous Paper.
mg
57703

Concession

Explains further as to position
of Co with regard to M'baruki land

~~The Commission~~ Mr. Biddle
Mr. Reed

The suggestion made on the part of the Co.
was simply that the leasehold interest
on this privately acquired land should
be allowed to count as development
provided the area was included in the
lease. The justification came from
the Company and as a matter of fact
I am the only one of the three of us who
understood them as meaning that
the Govt. should take over their agree-
ment with M'baruki - i.e. (as Mr.
Young said definitely when he called
me last week) they are to be
allowed to count as development (as per
the Commission's report) & so

Ans? - 31 Dec 15
Copy for 909 cons
You remember 391 case 7 June 16 92

Next subsequent

about four fourth area and it is not clear
 difference between the area is included in
 the lease or at the western edge of the
 block. In the former case the land in the
 lease would be available for lease another, but
 it would probably be of little value and
 as a separate estate, possibly valuable.
 The proposal practically amounts to the
 Govt buying the reversion, 97 years hence,
 of the freehold, on terms which, taken by
 themselves, could be very unprofitable if
 the area proves to be large.

As to the contention that it is not
 reasonable that the Co should have to pay
 both purchase price & rent, we cannot
 simply say that they made the bargain & must
 abide by it, because it is owing to our
 inability to define the land we leased
 that they had to make the agreement
 with the bank.

Their suggestion that not all the land
 they have contracted to buy from the bank
 should be included in the lease, but only
 the part they want, was first made
 at Mr Gray's interview. It implies the
 point that the Govt ought to be the
 purchaser of buy up good land for the
 Co. & having had land left on its
 hands.

It is very desirable that necessary
 arrangements be made of the agreement
 with the bank is to be recognized. The
 point is should come to terms, though

in the same
 but purchase price

following the purchase of the
 of the whole of the bank land paid to
 convey the freehold to the Govt. 482

- (1) The whole area so acquired to be included
 in the land leased to the Company.
- (2) Part of purchase expenditure on it (including
 the purchase price?) to be counted as
 development capital there.
- (3) A remission of rent to be allowed in
 respect of this land at the rate of 7
 7 1/2 c. per acre per annum until they
 are due to pay £1500 p.a. and at 10c.
 when the £2000 p.a. rent begins.

[10c. is the ordinary rent on Crown land
 and it is consistent with the £2000 p.a.
 for the whole if we regard the "Tare Decret"
 land as half as valuable as the average
 of the Coast block; but it is a good deal
 more than the equivalent of Re 1. down.]

- (4) The Co to take their chance of establishing
 their position as purchasers for the bank
 if his title is proved.
- (5) If his title is rejected & the land falls
 to the Crown then and it will be included
 in the lease without remission of rent.
- (6) If his title is rejected but other claims to
 the land are proved, the Govt will some
 time or other make the Co a tenant
 of the land on the same terms as (a) or (b) would apply.
 The same might be suggested to the bank
 if the land is found to belong to the bank.

not accepted to be such a condition
(2) Whether such rights of priority could
not be declared to be exhausted by
the fact that no offer was made by the
agent etc. This may be a question
of historical law, even if it is the
law who is the rebel.

L.C.S. 18/4/5

I agree generally.
Except that I don't see
why we should offer to
remit rent at more than
a reasonable rate in pro-
portion to the total of
the purchase money
contracted to be paid,
& this only when the
purchase is completed -
no remission till the
title is established -
inasmuch as the
perfecting of the title
is the only thing that one
can do to perfect the title.

... sh. sh. also ask the ...
... fact, as stated in the Co ...
... of Nov 15, that in 1909, the
... the request of the ...
... Office, purchased ...
... to restore the ...
... territory to ...
... what ever he was entitled ...
... that this appear to be ...
... of the transaction ...
... inquiring why if it took place, the
... previous sanction of the ...
... was not obtained.

Dft. ...

at once.

H. J. R.

23/11/15

57
2
484
EAST AFRICAN ESTATES LIMITED



Carlton House
Regent Street

5792



London December 15th 1915

5995-nd

Sir,

I have to acknowledge receipt of your letter of the 4th inst., 51050/1915, which was laid before my Beard yesterday.

In clause 2 (1) of your letter you have correctly interpreted our meaning.

In clause 2 (2) you have, I think, somewhat misunderstood our meaning.

We meant to imply that in consideration of Clause 2 (1) of your letter being agreed to, my Company has no wish to obtain or retain any freehold title over the land in question, and is quite prepared to hand over to the Government the benefit of the agreements entered into with M'Baruk's representatives on the understanding that the Government on their part will include in the Concession this Company so much of the freehold land they thus own as has been cultivated by us or is necessary to form the blocks of acres into, as nearly as possible, one acre as is implied as inferred in Clause 1 (3) of your letter. This is what we understood to be the suggestion made to

us at the interview held at the Colonial Office on the 22nd Oct., 1915, and upon which our letter of the 4th ult. was based. With regard to clause (4) of your letter, all we ask is that the Government will safeguard our interests, as having, after Government, a prior right to certain portions of the land, and that they will not allow Indians or others to be admitted to this land to our detriment.

485

It does not seem to us quite a satisfactory solution of the difficulty that we should buy the freehold, and at the same time pay rent to the Government for the land after it has been surveyed and included in the Concession, and we are in hopes that His Excellency the Governor may find some way out of the difficulty.

It has been pointed out that the area claimed by M'Baruk is quite undefined, and that when some arrangement can be come to we are practically precluded from continuing any development of the country owing to the uncertainty as to whether the money thereon expended will be included in our expenditure obligations.

As one of M'Baruk's sons is, we believe, fighting with the Germans against this country it appears to us that the Government may think fit, in any settlement that may be made with M'Baruk's heirs, to take this fact into consideration, and as was done in the case of M'Baruk himself when he rebelled, to adjudge the land or part of it to be forfeited, in which case, perhaps, there would be no difficulty in allotting to this Company the necessary acreage.

I am, Sir,

Your obedient servant, *Lionel...*

57922

to J E.A.P.
~~57922~~
57922

1915

9997-20



See 57922
5940

Ind

f 90
30
31st December
January 1915

Encl 30112

DRAFT

J. A. [unclear] (no. 939)

Yours
Belfield

MINUTE.

- Mr. [unclear] 23/1/15
- ~~Mr. [unclear]~~
- Mr. [unclear] 29
- Mr. [unclear]

- * Sir G. Fiddes. 29
- Sir H. Just.
- Sir J. Anterson
- Mr. Steel-Maitland.
- Mr. Bonar Law.

Sir,
With reference to my
despatch no: 721 of the
30th of September, I have
the hon. to transmit
to you the accompanying
of correspondence with
copy of ~~the~~ ~~document~~
~~has been received from~~

the East African Est. Co.,
Yonkers
Ltd., in the subject of
the amount of their
expended time or their
Cost estimate up to the
31st of October, 1914, which
may be reckoned towards
the development of the
presented under the
number of the 31st
of May, 1915.

11.15 (P)

A. [unclear]
[unclear] 57922
[unclear]
[unclear] 57922
[unclear] 57922
[unclear] 57922

24/1/15

2. The

2. The Company, of the 4th of Nov. -

will observe, written after
subtle discussion with
representatives of the
Colonial Office and I
enclose a copy of a memo:
prepared in this Office
which deals with various
points arising out of the
discussion and the
Company's proposals. In
the course of the negotiations
we have been made of the
late Tamahillo's letter of
his examination of the Co's
accounts in 1912, when, as
you will remember, the
question of the Company's
non-fulfilment of its
obligations as regards
development expenditure
was a matter of considerable
importance as it concerned
with the proposed revision
of the... spirit of
the... to...
and, I think, you

letter

and to the... of...
follow with regard to the land
acquired from M'Baruk
which

concurrently, I...
only that the... Co's
personally... for
dealing with the various
details of the account should
be approved... if it also that
this... should be
accepted... further
examination of the accounts.

487

M'Baruk

3. The question of the lands
which the Company acquired
from various Arabs, other
than M'Baruk, had, I consider,
and from...
M'Baruk was...
was difficult. The Company's
proposal to surrender
the...
and to include them in the
area leased for purposes
of... and development
expenditure, involves...
two...
to the...
the amount of the land
...
of other land
amount of which the...

letter

2. The Company's of the 4th of Nov.
 will observe, written after
 suitable discussion with
 representatives of the
 Colonial Office and I
 to draw a copy of a memo
 prepared in this Office
 which deals with various
 points arising out of the
 discussion and the
 Company's proposals. In
 the course of the negotiations
 we has been made of the
 notes Tammahill's letter of
 his examination of the Co's
 accounts in 1912, when, as
 you will remember, the
 question of the Company's
 non-fulfilment of its
 obligations as regards
 development expenditure
 was a matter of considerable
 importance as a condition
 with the proposed revision
 of the Charter. Part report of
 the Committee on the
 and, attached to you

and to the Special Board of the
 follow with regard to the land
 acquired from M'Baruk
 which

Concurrence, I equate and
 say that the various Co's
 487
 proposal regarding the
 dealing with the various
 details of the account should
 be approved and also that
 this figures should be
 accepted without further
 illumination of the accounts.

M'Baruk

3. The question of the lands
 which the Company acquired
 from various Arabs, other
 than M'Baruk, and Scindia
~~acquired from the~~
 M'Baruk is a matter of
 some difficulty. The Company's
 proposal to surrender
 the freehold and the
 freehold of these lands
 and to include them in the
 area leased, for purposes
 of acreage and development
 expenditure, involves two
of substantial advantages
 to the Govt. in the redemption
of the land
and in the actual development
of the land
and in the amount of the land

is found to have been
under the Commission, and
the Commission is to be the
necessary, after the expiration
of the term of the Commission, of
land to which the Govt would
otherwise have had no title.

~~Further~~ ^{nothing} it ~~is~~ ^{is} possible
the definition of the boundaries
of the Commission, which otherwise
could not be defined until
the land over which Mr. [?]
has his rights has been
ascertained.

(John [?]
Sheet)

On the other hand, it
involves the Govt in the
necessity of completing, should
occasion arise, the Company's
agreement with the [?]
land for the purchase of
his land.

5. In my opinion an effort
to consider that it will be
desirable to accept the Company's
proposal, but I will be
glad to be proved with
Government on the [?]
and particularly on the

DRAFT.

With regard to the
 subject is the subject
 of General Thompson's
 agreement with the
 of the 17th of Dec. 1910, you
 will observe that further
 correspondence with the C-
 has been necessary. I can
 find no confirmation of
 the statement in the
 letter of the 4th of Nov-
 that in 1909 the Govt.,
 at the request of the
 German Colonial Office,
 pardoned In'barak and
 agreed to restore the
 confiscated territory to
 him when it could be
 proved to what name
 was entitled. I shall
 be glad if you will
 say me whether the
 statements in context, and
 if any other

Company's rent is fixed
(by agreement) except
the reduction of the field
in 97 years.

7. It appears to me that
the best course would be that
the Co. should be left to
complete the purchase, subject
~~to a reduction of the rent~~
to a reduction of the rent
presented in the lease after
the purchase has been
completed, i.e., when the
title has been established,
and I should propose,
subject to your observations,
to ~~put~~ ^{refer} the purchase in
attachment on the following
lines.

A. If Mr. Barak's title is proved,

(1) The Company to take any risk
there may be in ~~establishing~~
their position as purchasers
from Mr. Barak.

(2) The Company to complete the
purchase of the whole of the
land the responsibility of
the purchase and to comply with
the ~~title~~ ^{title} ~~with~~ ^{with} Government

DRAFT

(3) The whole area 490
acres required to be included
with the
form part of the area of
250,000 acres referred
to in Schedule I Part I
of the Lease of 31st May,
1915.

(4) Part and parcel
of the return on the land
to be included as ~~development~~
expenditure under the
Lease, The amount of
the purchase price may,
on the same conditions,
as other parts of the
Company's expenditure.
The purchase price may
be repaid as development
expenditure if you
consider it desirable.

(3) A reduction of the
rent paid under the
lease to be allowed in
respect of the land to
be included at the
rate of 8 cents per acre

the answer. The
resolution to have effect
only from the date
on which the purchase
is completed.

B. If the tenant's title
is rejected and the
land falls to the Crown,
it will be included
in the lease without
reduction of rent.

C. If his title is rejected
but other claims to the
land are proved, the
Court will use its
influence to enable the
C^o if possible to buy
the land, when the
same arrangements as
those contemplated under

A. can be made.

[Heavily scribbled and crossed-out text, mostly illegible.]

57922

that the land claimed by
the tenant might be
adjudged to be forfeited ⁴⁹¹
on the ground that one of
his sons is now in arrears
against the Protestant
Court. I shall be glad
to have your view on this
point, but even if the
son in question is the
immediate heir it
may be difficult to
justify the extinction
of the tenant's rights on
this ground.

9. It will be convenient
if at the same time you
will please give me your
opinion as to the probability
of the tenant's representatives
being able to prove their
claim to the particular
land which is the subject
of the agreement with the
Crown.
10. I refer to the land of

of the boundary's information
being incorrect as to the
position to be taken in
1907 of the rights of which
he had been deprived, the
question whether other persons
hold rights over the land
in question will have to be
considered and you will
no doubt furnish us with
any info which you may
have on this point.

5

11. Since the above was
prepared I have received
your despatch no. 790 of
the 17th of November. I observe
that it contains no reference to
the arrangement of 1909 by which
Kibira's rights were said to have
been restored to him, and as to the
arrangement, as well as the fact that
the Company's purchase is intended
disregarding the case from their British
purchased land from other
lands. I shall await your

59140
+ No

571

592
C 300

December 9-15

The Hon. of Gen. Sir
East Africa Estates, Ltd.

Sir,
I am directed by
the Hon. Board Law to
the recd. of your
letter of the 15th of
Sept and to inform you
that he is in communication
with the Govt. of
the E. A.P. on the various
points of law
arising

W.C.S. 24/12/15 f.
+ 29
H. J. M.

reference to the East Africa
Administration of the Forest
Land by the East
Africa Estates, Ltd.,
on their own estate as

development of the land
in the area of the
estate.

PUBLIC RECORD OFFICE

C0533/163

END

EXPOSURES →

PUBLIC RECORD OFFICE

C0533/164

ORDER NO. ⇒162
CAMERA NO. ⇒23
OPERATOR. ⇒MR
REDUCTION. ⇒12
EMULSION NO. ⇒291021
DATE. ⇒18/11/70

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East Africa Protectorate

1915

VOL. 14

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FROM	DATE	SUBJECT
Allen, B. G.	29 Mar.	Ostrich Feathers amend. Ordinance, 1885.
Anteroom, T. S.	1 Oct.	Mineral Oil in Witu.
Burgess, W. G.	30 Jan.	Pension. Compassionate Allow.
"	1 May.	"
Bull & Bull	11 June	Case of Mr Kitch.
Boulton Bros.	6 Sept.	Shipment of Cotton Blankets to Mombasa ^{Zanzibar}
Bronnwhite, H.	24 "	Re-employment in Veterinary Dept.
Brown, J. S.	25 "	Employment in P.H.D.
Bethell, Sir J.	22 Oct.	Labour Supply for Magarini Syndicate.
Bronnhead, W. S.	1 Nov.	Land Settlement for Soldiers.
Brooke, Lieut. H. B.	4 Dec.	Pay & Allowances.
Chard, W. H.	8 Mar.	Re-employment:
Cargou, Lord	18 July.	G. E. A. Operations.
"	15 Sept.	"
Carnegie, Lady	4 Oct.	Claim of Hon. R. F. Carnegie.
Cargou, Lord	1 Nov.	G. E. A. Operations.
Cowan, E. W.	2 "	Passports for Engineers
Cridder & Cridder	11 "	Schaefer & Keller & Co.
Dundas, Hon. R. N.	27 Jan.	Mr. Dracopolis's Cheque
Delamere, Lord	Aug.	G. E. A. Situation
Eastwood, B.	24 May.	Passports for Officers proceeding to England.
Foxe, H. W.	16 Sept.	Labour Supply.
Threshfield	1 Dec.	Export to U.S. of Goatskins & Sheepskins
Farrer, Lieut. F. L.	3 "	Medical Treatment: Passage.
Greenway Bros. Ltd.	5 Jan.	Customs Duty on Galvanised Corrugated Sheet v.
Gray, Dawson & Co.	16 Feb.	Sale of Goods bearing Label of German Trade
"	3 Mar.	"
"	8 "	"
Goldman, C. G.	14 April.	Musoke Forest Concession.
Gray, Dawson & Co.	4 May.	Issue of Licenses for the Importation of Goods.
"	12 Nov.	Shipment of Mangrove timber to S. A.

FROM	DATE	SUBJECT
Gilroy, D.F.	24 Dec.	Rabbit Breeding.
Gray, Harco + Co.	30 "	Messages by Messageries Maritimes + B.I.C. Lines.
Hill, J.	13 Jan.	Arrest etc. in Protectorate.
Hess + Co., D.	1 July.	Trade Marks of Enemy Firms.
Hawkins, R.C.	6 Aug.	Neutrality of Central Africa during War.
Hausson, C.S.	27 "	Imprisonment of Messrs Kumbor + Winkelman.
Ireland, Capt. H.R.	13 Dec.	Land at Nairobi.
Johnston, Sir H.H.	21 Jan.	Loyalty of the Kikuyu in Uganda.
Ireland, Capt. H.R.	28 June	Land at Nairobi.
Jones, Lieut. C.P.G.	9 Oct.	Boy, etc.
Jeevanjee, A.M.	16 "	Nairobi. Sanitation.
Jackson, Wm E.	10 Dec.	Russian.
Kyffin, Nurse	- Nov.	Mr + Mrs G. H. Pattison.
Leggett, Maj.	29 Jan.	Military Stores for Belgian Congo.
	18 Feb.	
	16 Mar.	
Lewis, W.	11 "	Acquisition of Land.
	29 "	
Leggett, Maj.	21 April.	Belgian Operations.
Lewis, W.	20 "	Acquisition of Land.
Leggett, Maj.	27 "	Belgian Operations.
	7 May.	
	17 "	
	21 "	
	7 June.	
	9 "	
	14 "	Gold.
	22 "	

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Leggett, Maj.		30 July.	Belgian Operations.
		10 Aug.	"
		19 "	"
Leach + Co., R.C.		21 "	Meritini Rubber Estates, Ltd.
Leggett, Maj.		23 Sept.	Belgian Operations.
Matusch, Goldschmidt & Co.		17 Feb.	Money due from German firms.
"		26 May.	Goods ordered by Africana Handels Gesellschaft.
McDonnell, G. H.		18 Aug.	Complaints against Government.
Myrnes + Co., H. H.		7 Sept.	Land for Glass + Fibre Growing.
Masterman, Dr. A. T.		9 "	German East Africa.
Munro, H.		27 "	British + German Interests in Africa.

