

1930

Kenya

No. 16366

SUBJECT

C0533/404

British Cotton Growing Association

Termination of Temporary Occupation

License at Malakal

Previous

Subsequent

1. Rev. Gregg 618
23rd September
Rejection of temporary cessation of
of British Cotton Growing Association at ~~the latter~~ as
from 30 August 1930, for reasons ~~stated~~ inclosed
copy of this of letter.

This is all very odd & I
don't quite know why ~~the case~~
Gov. has referred it to the S/S
for approval. The B.C.G.A.
are of course a reputable firm

The inclosures to the Dep.
do not make the position clear
apparently however the ~~only~~
agreement which the C. have
signed ~~was~~ did not allow them
to use the grant for any
purpose except financing - not even
for residential purposes.

X This is important in
his letter of 23rd Nov 1924
this was an agreement
"made" 1 day of 23 called
for to it if it was not
clear!
J.M.

? reply West the 1/3
is not clear why his approval
was sought & say that he is
content to leave the matter in
the hands of the O.A.S.

C. Eastman

3.12.30
Presumably referred to the Gov

because such an important body as
the BCCA is involved. Notice to quit
was given ~~some~~ months ago & the
Asian have not protested.

2. reply that the Govt
has no reason to dissent from
the Governor's action

W. Allen

4/12/30

In common with Mr. Allen, I do not understand
how an agreement dated 1/5/23 can refer to
a letter dated 28/5/24; but if, as would
appear from the copy of the signed agreement,
either side can give one month's notice in
writing to determine ^{the} licence, the month's
notice given by the Government seems
to be in order.

10/12/30

H. Duncan.

Just the thing is observed
but as before with a
letter to Mr. Martin asking
about the agreement & the
letter refer to us. ~~the~~ may
be some clerical error
somewhere

W. Allen

12.12.30

W. Allen

To H. J. Martin - Cons. 50.1
W. Allen

3. A. de V. Wade 5/0 _____ 19 February
States matter was referred to A. J. P. as to the B. C. C. A.
referred states as to reference to agreement of 1st May
1923 and to letter dated 28 May 1924.

W. Allen

W. Allen
16/2/31

Mr. Duncan

The explanation was because in
the Governor's draft method was used
draft appeal & that clause placed
in business week.

in case any objection to the
draft hereafter?

W. Allen

17/2/31

W. Allen

I have altered the drafts & have initialled them

25/3/31

H. Duncan.

W. Allen

25.3.31

I am sorry to hear of the
objection. The

The B.C.G.A. Manager was no doubt at fault in disposing of the Occupation Licence, but as regards buying it was certainly better, if there was not enough cotton for all the ginneries, to buy the cotton from the natives and send it to another ginnery. I think that Kenya were much too ready to come down upon a firm to which we owe a very real debt, and I should like all papers which concern the work of the B.C.G.A. to come to me at an early stage. I frequently see Sir William Humbery, and I can only suppose that he has not referred to this question either because he resents the way in which the firm have been treated, or because he is heartily glad to be rid of a losing proposition.

I have passed the draft, but have added one of a private note to Sir William Humbery.

W.C.S. 25. 3. 31

To Sir W. Humbery - Cons - 50.
 a de v made (3 Annud) 50. } 30 MAR 1931
 To Com. 22 - 1 Annud - 80 MAR 1931

Letter to Humbery re 31st March
 States as to the transparency of the holding
 ginnery suggests should come in CO. 28. 8
 of 1 to discuss the matter

Being up 10 April

W.C.S.

2/4/31

at home

Sir C. Cottonley

Please see your minute of 2nd April

I have told him that
 I am not available for
 call

W.C.S. 10. 4. 31

He called today.

He has - it is clear & has much
 heard over the whole thing, with
 the B.C.G.A. acted for the best interest
 of the native industry. I told the
 line that Kenya - having taken a
 strong line in this case - ~~control~~
 felt themselves with ~~control~~
 exception in favor of the Corporation
 Association, but I also admitted that
 in Lands Office delays had caused
 answers for in all these matters.

We may hope that Kenya will
 not want any further help from the
 B.C.G.A. They would get

Partly used 13. 5. 31

at home

J.R. Newby

THE BRITISH COTTON



GROWING ASSOCIATION

TELEPHONE 5752
TELEGRAPHIC ADDRESS: "COTTONS" MANCHESTER
CODE USED
A.B.C. 4th EDITION
INTERNATIONAL AND 5 LETTER
BY CONVENTION OF THE INTERNATIONAL COMBINATION
BENTLEY'S COMPLETE PHRASE
LINES: 5 LETTER

333-350 THE ROYAL EXCHANGE
MANCHESTER

31st March, 1931.

Sir W.C. Bottomley, KCMG, CB, OBE.,
Colonial Office,
Downing Street,
LONDON, S.W. 1.

RECEIVED
2 APR 1931
COL

My dear Bottomley,

NO: H

I am in receipt of your letter of
March 30th, Ref. No. 16366/30.

The whole question of the transference
of the Malikiisi ginnery was a very nasty one, and I
certainly felt somewhat aggrieved about it, as I thought
the Authorities in Kenya were not treating us like they
might have done. Of course the plant now has been handed
over to practically the same people who first bought it,
but at a loss to us of £2750. I think we should have got
rid of the place, as there was not sufficient cotton for
two ginneries, and there was no doubt that the other
ginnery could be run much cheaper than ours, where we had
to keep a white man, and it was ridiculous our remaining
there and dropping ~~money~~ many hundreds a year.

I certainly did not bother you with it,
or anyone else at the Colonial Office, as I know too well
you have plenty of difficulties to contend with, and I hope
I am not one of those who try to make the relations between
Downing Street and our Colonies more difficult.

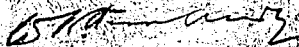
I expect to be coming to Town next week,
namely for the Imperial College meetings on Wednesday, April
8th. These take place in the forenoon, and I would look

TED
copy file
10/4
L.S. 1/4

in and see you about 12.30, although of course if it was
inconvenient for you for a talk we might fix up some
other time.

With kind regards,

Yours sincerely,

A handwritten signature in dark ink, appearing to be 'W. H. ...' with a flourish at the end.

-O.O.

- Mr. Lushmore 16/3
- Mr. Allan 17/3
- Mr. [unclear] 25/3/31 112.
- Mr. [unclear] 25/3/31
- Sir C. Bottomley 25/3/31
- Sir J. Shuckburgh
- Sir G. Grindle

30 March 1931

Permt. U.S. of S.
 Parly. U.S. of S.
 Secretary of State.

DRAFTS from
 [unclear]
 No 222
 for Byrne

I h. etc. to refer to
 Sir Rowland Figg's exp. no 618
 of the 22nd Sept/31; in which he
 reported that he had recently
 given notice (presently in writing)
 to the British Cotton
 Growing Assoc. for the termination
 of their Temporary Occupation
 Licence at Malakisi, &

As it appears that, under
 the agreement, either party
 can give to the other one
 calendar month's notice
 in writing to determine
 the licence,

to inf. you that I see no
 reason to dissent from
 his action in the matter. I assume
 that the notice in question was validly given in accordance
 with the terms of the agreement.

(Signed) LEASFIELD.

being that the ~~of~~ ^{is} ~~is~~ ^{do}
has a to descent from
his ~~own~~ ^{his} action taken.

~~John~~ ^{John} ~~W. C.~~ ^{W. C.}

(RE) A. O. C. PARKINSOIL

RECEIVED
13 MAR 1931
COL. OFFICE

83
NATIVE AFFAIRS DEPARTMENT,
Nairobi.

19th February 1931.

Ref. No. MAGR. 4/4/4. II.

Dear Parkinson,

no 2
Martin has asked me to answer your letter of the 15th December addressed to him on the subject of the termination of the Temporary Occupation Licence at Malakisi.

Amused: s.o. 30 MAR 1931
2. The matter was referred to the Secretary of State by direct order of Sir Edward Grigg who, I understand, thought it would be advisable that the Colonial Office should be in possession of full information in case any protests were made or enquiries raised in London. It is perfectly true that the enclosure purports to be an Agreement made on the 1st May 1923, and also refers to a letter dated 28th May 1924. The history of this document is now, I am afraid, rather obscure but what seems to have happened is this. Actual occupation began on the 1st May 1923 when the Association began operations but without a formal licence. On the 28th May 1924, a letter was written imposing certain conditions on...

MAJOR A. C. C. PARKINSON, C.M.G., O.B.E.

on the occupation which were accepted and that thereafter Mr. Borrow of the Land Office, instead of inserting the date on which the Agreement was signed and adding a clause to the effect that the Agreement should be deemed to have been operative from May 1923, took it for granted that all that was wanted was to ante-date the Agreement to the date from which rent was due.

43. I am sorry that there has been some delay in dealing with your letter, but I have been trying without success to find out something rather more definite from the records in various Nairobi offices.

Yours sincerely,

Admiral

Admiral/EL.

first enclosure which purports

to be an agreement ~~signed~~ made

on the 1st May 1923 ~~the~~ last

refers to a letter ^(from the Acting Dir of Agriculture) of No

28 - May 1924! // Something seems to have gone ~~wrong~~ wrong

~~I assume that~~

~~attached to the agreement~~

~~dates later than the latter.~~

- There may be a clerical error somewhere -

it is proposed ~~to~~ ^{to} defer sending any

reply to the Draft. Cite #

for further explanations are

received ~~to~~ ^{to} you. If you

~~like to~~ ^{to} ~~cancel~~ the

~~Draft~~ ^{to} ~~cancel~~ the

~~System~~

Yours sincerely

Duplicate.



KENYA.

No. 618.

GOVERNMENT HOUSE

NAIROBI

~~KENYA~~

22nd September, 1930.

RECEIVED
1 DEC 1930
COL. OFFICE

My Lord,

I have the honour to inform you that I have recently given notice to the British Cotton Growing Association for the termination of their Temporary Occupation Licence at Malakisi in the North Kavirondo District of the Nyanza Province.

2. The circumstances of the case are as follows:- The Licence, a copy of the terms of which is appended hereto, was granted to the Company on the 1st of May 1923, and authorised the occupation of a plot of 4.82 acres in the Malakisi Township.

As Your Lordship will note its main conditions were that the sites should be used for the ginning of cotton and for residential purposes, but for no other purpose whatever.

3. Further terms were conveyed to the Company in the enclosure to a letter from the Director of Agriculture, a copy of which is also appended for Your Lordship's information. These laid down that the British Cotton Growing Association should gin all the cotton produced in the area contiguous to the ginnery and would also be required to gin cotton other than their own property at an agreed rate, if their own supply were

Forward - 222 - 80 MRS 1931

THE RIGHT HONOURABLE
LORD PASSFIELD, P.O.,
SECRETARY OF STATE FOR THE COLONIES,
DOWNING STREET,
LONDON, S.W. 1.

were inadequate to keep their ginmery running at full pressure. It was also a condition that they should employ an approved and duly licensed Ginmery Manager.

4. The British Cotton Growing Association have, however, violated practically every condition of their agreement. For the last year instead of ginning cotton they have used the site as a post for buying cotton, and without any permission from Government have sold the plot with all its appurtenances to another firm.

5. I am advised by the Attorney General that Government is entitled under Section 51 (5) of the Crown Lands Ordinance, Chapter 140, Laws of Kenya, to refuse approval of such transfer.

In view therefore, of the breach of the conditions of the Licence by the British Cotton Growing Association and of the fact that the Provincial Commissioner and District Commissioner concerned are opposed to the transfer, I have given the Company one month's notice to quit as from the 30th August 1930, as I consider that the continuance of the licence is not in the best interests of the natives concerned.

6. I am advised by the Director of Agriculture that, provided the buying and ginning of cotton is properly organised, the two ginmeries that remain in the area will have no difficulty in handling the crop that may be anticipated in the next few years.

7. I trust that my action will have your Lordship's ...

3

Lordship's approval.

I have the honour to be

My Lord,

Your Lordship's most obedient,
humble servant,

ED: EDWARD GRIGG

GOVERNOR.

14

COPY OF AGREEMENT FOR HALAKISI GINNERY PLOT.

An Agreement made the 1st day of May 1923 between Humfrey Trice Martin the Land Officer for the Colony of Kenya (hereinafter referred to as the Land Officer) of the one part and the British Cotton Growing Association of Jinja in the Uganda Protectorate (hereinafter referred to as the Licensee) of the other part, the Land Officer by virtue of the powers conferred on him agrees to licence and the Licensee agrees to occupy all that piece or parcel of land situate in Halakisi Township in the North Kavirondo District of the Nyanza Province in the said Colony of Kenya containing by measurement 4.82 acres more or less which said piece or parcel of land is approximately delineated on the Sketch Plan No. 22009 annexed hereto and thereon marked for the term of one year and thereafter as hereinafter provided from the date hereof at the annual rent of Shs. 1,000/- payable in advance on the 1st day of January in every year and so in proportion for any less period than one year and the Licensee further agrees:-

1. To use the said piece or parcel of land for the purpose of ginning cotton and for no other purpose whatsoever.

Provided always that if the said rent or any tax or taxes imposed upon the land or upon the buildings erected on the said piece of land or upon the licence are unpaid for a period of two months after they become due or in the event of any breach or non-observance of the conditions of this licence then and in every such case the Governor may eject the Licensee from the land and this licence shall be forfeited. This licence shall be determined at the end of the first year or at any subsequent period by either party giving to the other one calendar month's previous notice in writing and is subject save where expressly herein otherwise provided to the provisions of the Crown Lands Ordinance 1915 especially to the provisions applicable to licences for temporary occupation, to the rules for the time being in force thereunder and also to the conditions enclosed with the letter dated the 28th May 1924 addressed by the Ag. Director of Agriculture to the Licensee.

This licence confers upon the Licensee the preferential right to a lease under such terms and conditions as are contained in the said enclosure to the letter dated 28th May 1924.

As witness the hands of the said parties

Signed by the Land Officer

in the presence of:-

H.W. Barron.

Asst. Land Officer.

Signed by the Licensee

in the presence of:-

per pro

The British Cotton
Growing Association.

J.A. Till.

A.E. Hughes.

B.C.G. Assn.

Licencee.

Jinja.

AN AGREEMENT made the _____ day of _____
192 between _____
for the Colony of Kenya (hereinafter referred to as the
Land Officer of the one part and _____
of _____ in the said Colony settler (herein-
after referred to as the Licensee) of the other part the
Land Officer by virtue of the powers conferred on him
agrees to license and the licensee agrees to occupy
all that piece or parcel of land situate _____
containing together by measurement 5 acres more or less
which said piece or parcel of land is approximately
delineated on the Sketch Plan No. _____ annexed hereto
and thereon marked respectively "L.O.No. _____ Ginnery
site" and "L.O.No. _____ Residential Site" for the
term of one year from date hereof at the Annual Rental
of Shs. 1,000 payable in advance on the 1st day of January
in every year and so in proportion for any less period
than one year.
And the licensee further agrees.

1. To use the said piece or parcel of land for the purposes
of ginning cotton and for residential purposes respectively
and for no other purpose whatsoever.

Provided always that if the said rent or any tax or
taxes imposed upon the land or upon the buildings erected
on the said piece of land or upon the licensee are unpaid
for a period of two months after they become due or in
the event of any breach or non-observance of the conditions
of this licence then and in every such case the Government
may eject the licensee from the land and this licence shall
be forfeited.

This licence shall be determined at the end of the

first ...

first year at any subsequent period by either party giving to the other one calendar month's previous notice in writing and is subject save where expressly herein otherwise provided to the provisions of the Crown Lands Ordinance, 1915 especially to the provisions applicable to licences for temporary occupation, to the Rules for the time being in force thereunder and also to the contract letter (copy annexed) dated the _____ day of _____ 192 addressed by the Acting Director of Agriculture to the licensee.

This licence confers upon the licensee the preferential right to a lease under such terms and conditions as are contained in the said contract letter dated the day of _____ 192.

AS WITNESS the hand of the parties.

Signed by the
Land Officer in
the presence of

Land Officer.

Signed by the
Licensee in
the presence of

Licensee.

(This temporary occupation licence will be replaced by a proper title after the site has been surveyed).

17

The terms are as follows: they are, however, subject to alteration by Legislative measure unless specifically excluded therefrom:-

- (i) The lease to run for 99 years.
- (ii) Sites are 5 acres for Ginnery and one acre for Residences.
- (iii) Annual payment in initial stage to be 1000 Shillings. There will be no site premium.
- (iv) The site to be approved of by the Senior Commissioner, Nyanza, and the natives of the District to agree thereto.
- (v) That the sole purpose of acquiring the site be the erection of a Ginnery and the buying, ginning and pressing of cotton. Permission to deal with other Native produce will not be withheld unreasonably.
- (vi) That native producers will be treated with consideration and the best possible prices will be paid in cash for their produce.

The site is close to _____, no ginnery may be erected at a less distance than 12 miles in any direction, within a radius of six miles from your ginnery site, excluding proclaimed Townships, no cotton buying centres will be established, but such may be erected and conducted on the borders of this zone.

It is, however, to be understood that if the price paid for cotton at your Ginnery is too low, and, after warning you do not rectify such price within 30 days, a competitive buying centre may be opened adjoining your ginnery site or at any convenient point within the zone. At the end of four years from date hereof this buying zone with a radius of six miles may be abolished.

The current price for seed cotton during the buying season shall be prominently displayed in such a manner as will be readily understood by all.

It is to be understood that you will instal a Ginnery which will gin all the cotton produced in the area contiguous to it.

You will be required to provide buildings of a satisfactory ...

satisfactory and substantial nature, both for storage and machinery. Protection from belting and fire will be provided by you.

It is understood work on the ginnery will commence early and it is expected you will be ready to gin before December 1924 at the latest.

You will also be required to gin cotton other than your own property at an agreed on rate if your own supplies are inadequate to keep your ginnery running on full time.

You guarantee to employ a licenced ginnery manager who should be a first class Indian or European Engineer of experience and who is approved of as a person whose presence in the reserve is not undesirable.

Under a Native Products Ordinance, to be introduced, rules for the conduct of cotton buying and ginning operation will be framed. Your activities will be subject to such rules.

Licences to purchase cotton will be issued by District Commissioner to approved buyers.

Government will encourage cotton growing in the cotton areas and endeavour to issue seed of improved type.

It is to be understood that any or all of these arrangements may be revised after the lapse of three years from date.