

1925

KENYA

37189

DATE:

14 AUG 1925

13th August 1925.

DRING: F.E.

SECTION: —

LEASE OF WATERLOO FARM.

CLASS OF S

Minutes recording visit of Mr Doering with reference to his application to Commissioner of Lands, Nairobi, for variation of the terms of his lease, granted in 1906.

Previous Paper

MINUTES within

See further letter attached: 1 half

1/17

2/10

at all

It sent in some office publications -
attached to use in sending these to
Kenya no one to read them" - La 3/02/26

2/17/26

Blumens

11/2/26

Part by

71A

Subsequent Paper

In Progress

Dr. Doering (a Canadian settler in Kenya) called, having asked to see Mr. Armer or Mr. Ormsby-Gore. He wished to have the attached pp. (which he does not want back) "to show how the settlers are treated." He doesn't want to make a formal complaint, but may call later & try to see the S.G. or Parliamentary U.S.G.

His grievance is as follows:-

He has a lease granted in 1906 of 25,000 acres in the Rift valley, a condition of which is that he must maintain on the land not less than 5000 sheep from N.Z. or Australia. He has (he says) complied with this obligation, but, as it is a nuisance he applied last year for cancellation of the contract. He was told that this could be done if he would take out a new lease under the 1911 Ordinance: this would mean a substantial increase of his rent.

so far so good : but in communicating
his decision to his solicitors, the Land
Office said that if he didn't accept,
the question of taking proceedings
against him for forfeiture of the
lease on account of non compliance
with the covenants thereof would
be considered. This is what has
aroused his ire, as the Land
Office had to admit that there
was no allegation that he had
not fulfilled his contract.

On the facts as stated the
Land Office's remark was rather silly,
but there is no need to regard it
(as his solicitors do) as a threat
designed to extort a bigger rent from
him.

His address here is c/o the
National Bank of S. Africa.

? R. for record &
but by hell he calls again.

15/11/25 J.D. 13.8.25
done

Dr. Dooling called
today. He talked at
length but probably
wasn't interested but
as 4/11/25



ESTABLISHED BY ROYAL CHARTER
MAY 18 1873

Mrs. Le...
Oct 3/25

Hon Colonel Sir,
London

Hon Sir

I was asked if
this letter was welcome
to explain it. I
wrote this letter & the
reply was they could
not read it.

I was so annoyed
I asked them to
return it as I had

mean when the
Colony - are farmers
cannot have them so they
emigrate). But you
from Colonial office
can - are a fair idea

These letters are
for the Colonial office
If you cannot
read this letter would
you kindly let me
know

I shall be in
London in May - C/o
National Bank of 6 of
London Wall
I am sincerely
Yours,
T. 2, Goswami

they returned to
"my 6 must time" I
had to see to 12000
shel 2500 each of
Calle and 120 Pugges
and I not knowing
the language
and in Nairobi
not the time with
1000 to 1500 Settlers

This is not to know
I am sure settlers are
received - considered I
would receive the
attention when you
money would not

COLONY AND PROTECTORATE OF KENYA.

261

Department of Agriculture

P. O. Box, No. 133.

Nairobi.

3rd December

1923

D 9/03 5 373

F. E. Doering, Esq.,
"Waterloo",
GILGIL

Sir,

I have the honour to return your letter of the
12th ultimo as requested.

I have the honour to be,

Sir,
Your obedient servant

DIRECTOR OF AGRICULTURE

ACH/TE

W. H. ...

263

Manchester 13 NOV 1923

79/10 89/10
No. 79/10

Dear Sir, I don't think
we should make charges for
some consideration. The value
of charges is 2.5 for 100^{salt} from Manchester
Railway charges. The people
(stock) are squeezed right to left
one thing I don't think is fair
to us who cannot grow corn
that the maize growers get
all the privileges. What I feel
is quite right is long as the
railway does not carry it at
a loss.

But what I object to that, buying
the maize in ports, I have to pay
32% more than they get in
London. If they treat the buyers
right then give them the rates
but if they do not put it at
a loss.

W. & HAMILTON,
SOLICITORS
4 & 6 HAMILTON,
ST. MATHEWS, L.L.D.
TELEPHONE NO. 107.
POSTAL ADDRESS:
PO BOX 100,
NAIROBI.
A.B.C. 5th EDITION,
BENTLEY'S

Nairobi
Kenya Colony

11th March 1925

GAH/T.

IN YOUR REPLY PLEASE QUOTE NO. 246/1 AND DATE.

Dear Sir,

Waterloo Farm.

We beg to acknowledge receipt of your letter of 18th January last and note that you are not prepared to sell the above farm for the sum of £80,000.

We are now instructed to enquire whether you would be prepared to give an option to purchase the above farm, without the live stock, at a price of £4 per acre and on the other terms set out in our letter of 9th December 1924.

If you are willing to give an option on the terms mentioned please let us know and inform us where you would require the option money to be paid, and if the Client on whose behalf we are making this enquiry is prepared to take an option, we will obtain the £1000 from him and dispose of it according to your instructions.

We trust we have made it clear that the option would be in the terms set out in our letter of 9th December 1924, except that the price would be £4 per acre instead of a fixed price of £80,000. The payment on transfer would still be £10,000 and the option money would be deducted from the final payment of purchase price.

We shall be obliged if you can see your way to reply to this letter by cable, and, in the event of your doing so, we would mention that you can use either Bentley's Code or the A.B.C. 5th Edition.

Yours faithfully,

Mr. F.E. Doering,
c/o National Bank of South Africa Ltd.
44 Beaver Street,
NEW YORK CITY.

20th September 1934

133/L

Sir,

re DR. BOERING.

By an Indenture dated 30th July 1906 (registered in the Registry of Deeds Office Nairobi as No. 61 of 1906) and made between James Hayes Sadler C.B. then His Majesty's Commissioner for the East Africa Protectorate of the one part and our Client, Frederick Emmanuel Boering, of the other part an area of 25,000 acres or thereabouts situate in the Rift Valley was demised unto our Client for a term of 99 years from 1st December 1905 at the yearly rent of Rupees 1562 Annas 8.

The said Indenture contained a covenant on the part of the Lessee that he would within three years from the date thereof import and maintain on the said land not less than 5000 sheep from New Zealand or Australia.

We understand that our Client recently had an interview with one of the officers in your Department with a view to having the above burdensome covenant cancelled. We shall be obliged, therefore, if you will inform us if you are prepared to agree to such cancellation, as if so, we shall forward the title deed to you to have the necessary endorsement made thereon.

We have the honour to be,

Sir,

Your obedient servants,

sd/ Allen & Hamilton.

The Commissioner of Lands.
Nairobi.

CONF.

No. 133

Nairobi

February, 1925

In reply please quote No. N/6541
and date.

Gentlemen,

With reference to your letter No. 133/1 of the 21st January, I have to inform you that Government is prepared to consent to the waiving of the covenant which lays down the number and grade of sheep to be maintained on Doctor F.E. Doering's Farm No. 423 only on the condition that your client accepts a new lease containing the usual conditions of the Crown Lands Ordinance, 1915.

I have to request that your Client's decision in this matter be transmitted to me within fourteen days, as, in the event of non-acceptance the question of taking action for forfeiture of the lease on account of non-compliance with the covenants thereof will be considered.

I am, Gentlemen,

Your obedient Servant,

sd/- H.N. Borrow,
for COMMISSIONER OF LANDS.

Messrs. Allen and Hamilton,
Solicitors,
Nairobi.

26th February 1925

133/1

Sir,

re Dr. Doering
Your Reference N/6541.

We are in receipt of your letter of 25th instant herein.

A perusal of our file discloses the fact that we wrote you on 29th September 1924 requesting to be informed if you were prepared to agree to the cancellation of the covenant with regard to the maintaining of 5000 imported sheep on the lands in question.

On 20th October 1924 we again wrote you requesting you to let us have a reply and this on 23rd October elicited a reply from your Department to the effect that the matter was receiving attention and a further communication would be addressed to us as soon as possible.

As no definite reply had been received by us on 10th November 1924 we again wrote you on that date and to this last mentioned letter we received a reply on 13th November 1924 that you hoped you would soon receive His Excellency's decision and would communicate with us immediately on its receipt.

On 21st January 1925 we again wrote you reminding you that no definite reply had been received by us and on 27th January 1925 you replied that you had not obtained Government's decision on the matter but that you were endeavouring to have the matter expedited.

To-day we received your reply of 25th instant to the effect that Government is prepared to cancel the covenant in question provided that our Client accepts a new Lease containing the usual conditions of the Crown Lands Ordinance 1915 and requesting us to let you know our Client's decision within fourteen days otherwise you would consider the question of taking proceedings for forfeiture of the lease on account of non-compliance with the covenant as mentioned.

The facts above set out speak for themselves.

We regret that we cannot let you have our client's decision within fourteen days, as after our application to you was made our client left the Colony and is at present, we

believe in America. You will appreciate that it will take a considerable time to communicate the contents of your letter of 25th instant to him. We can only inform you that we are communicating with our client at once and as soon as we receive his reply we shall write you in due course.

In the meantime we are not to be taken as admitting that there has been any breach of covenant by our client nor do we in fact believe that any such breach has occurred up to date.

We have the honour to be,

Sir

Your Obedient Servants,

sd/- Allen & Hamilton.

The Commissioner of Lands.

N A I R O B I.

ALLEN & HAMILTON
Solicitors
Telephone No. 107
Telegraphic Address
S.A.B.C. 517
DARTLEY

Enc.

Nairobi
Kenya Colony

February 1925

RHM/T

IN YOUR REPLY PLEASE QUOTE N 133/1

Dear Sir,

You will remember that on 25th September 1924 before you left this Colony you instructed us to get up the original Lease of your Waterloo Farm from the National Bank of South Africa Ltd. and then apply to Government to waive the covenant contained in such Lease under which you were to import and maintain 5000 sheep from Australia or New Zealand. You also informed us that you had had several interviews on the matter and that you thought the Land Office would be prepared to agree to the cancellation of such covenant.

We duly got up your title deed from the National Bank of South Africa Ltd. and on 29th September 1924 we wrote the Land Office requesting that the covenant in question might be cancelled. As no definite reply was received by us to such letter we wrote the Land Office several reminders and eventually we received a letter dated 25th instant to the effect that Government was prepared to cancel the covenant in question on condition that you accepted a new Lease under the Crown Lands Ordinance 1915 containing the usual covenants. In such letter the Land Office intimated that if you did not accept their offer of a new Lease within fourteen days the question of taking proceedings against you for forfeiture of your Lease on the grounds that the covenant abovementioned had not been observed would be considered.

We herewith enclose copy of our letter of 29th September 1924 to the Land Office and copy of their final reply of 25th instant for your information. We also enclose copy of our letter to the Land Office of 26th instant setting out the history of the correspondence and informing them that we believed you were at the present time in America and accordingly it would be impossible to obtain your decision within fourteen days.

If you accept a Lease under the 1915 Ordinance your rent will be Shgs. 5000 per annum instead of Shgs. 3125 as at present. The above rent of Shgs. 5000 will continue up till 1945 and thereafter will be revisable every 33 years. There are a

(2)

few other points of difference between the 1902 Ordinance and the 1915 Ordinance but we think the question of rent is the only one of much importance as far as you are concerned.

We shall be obliged if you will write us on receipt of this letter as to what reply we are to make to the Land Office and also as to whether or not you have carried out the covenant to maintain 5000 imported sheep. If it should transpire that you have not maintained that number of sheep it might possibly happen that the Land Office would be within its legal rights in commencing proceedings for forfeiture, although such a course would in our opinion be somewhat unreasonable. We think, however, that it would be wise for you to cable us on receipt of this letter informing us definitely whether or not you are prepared to accept a lease under the 1915 Ordinance.

Yours faithfully,

Allen Hamilton

Dr. F.E. Doering,
c/o National Bank of South Africa Ltd.
44 Beaver Street, Wall Street District,
NEW YORK, U.S.A.

ALLEN & HAMILTON,
SOLICITORS
10, MARKET STREET,
NAIROBI
TELEPHONE NO 107
TELEGRAPHIC ADDRESS:
"EQUITY NAIROBI"
COPYR. A.B.C. 5TH EDITION,
DENTLEY S.

Nairobi. 270
Kenya Colony.
4th June, 1925.

Enc.

GAH/T.

IN YOUR REPLY PLEASE QUOTE NO 133/1 AND DATE.

Dear Sir,

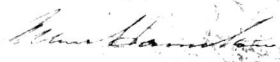
Waterloo Farm.

We beg to acknowledge receipt of your letter of 16th April herein.

We enclose copies of letters which have passed between the Commissioner of Lands and ourselves which do not require any explanation.

We suggest that if you are in London on your way back to this country you endeavour to see the Secretary of State and kick up a row with him.

Yours faithfully,



Dr. F.E. Doering,
c/o National Bank of South Africa Ltd.
44 Beaver Street, Wall Street District,
NEW YORK, U.S.A.

Copy.

20th May 1925.

Sir,

Dr. Doering:
Your reference No. N/6541 of 25/2/1925.

We beg to refer to your abovementioned letter, our reply thereto of 26th February 1925 and your further letter of 4th March 1925.

We have now received a letter from Dr. Doering to whom we sent a copy of your letter of 25th February.

Our Client absolutely denies that he has at any time committed a breach of the covenants in his Lease, and instructs us to request that you will be good enough to furnish us with the name of the person who alleged that he had committed a breach of his covenants. On receipt of the name of the above person our instructions are to institute proceedings against him forthwith.

The facts of the case are that so far from having broken his covenant to maintain 5000 sheep on the farm, our Client has at the present moment about 8000 and that about four years ago he expended a sum of £1200 in importing further pure-bred sheep from Australia.

We shall be glad to receive the above information at your earliest convenience.

We have the honour to be,
Sir,
Your Obedient Servants,
Allen & Hamilton.

The Commissioner of Lands,
NAIROBI.

Copy.

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Department of Lands

Nairobi 2nd June 1935.

Gentlemen,

re L.O. No. 423 Naivasha.
Dr. Doering.

With reference to your letter No. 133/1 of the 20th
ultimo, I have to inform you that no allegations have been made
at your Client has committed a breach of his covenants.

In view of the Government decision already conveyed
you it is understood that your Client does not wish to proceed
further with his endeavour to obtain release from his covenants.

I am, Gentlemen,

Your Obedient Servant,

C.E. Mortimer
for Commissioner of Lands.

Messrs Allen & Hamilton
Nairobi.

Copy

4th June, 1935.

133/1

GAd/T.

Sir,

L.O. No. 123 Naivasha:
Dr. Hoering.

We beg to acknowledge receipt of your letter No. W/6541.II of 2nd instant.

We are astonished at your statement that no allegations have been made that our Client has committed a breach of his covenants in view of the second paragraph of your letter of 25th February last.

If, as would now appear from your letter under reply, it be the fact that you had no information as to breach of covenants by our Client, we consider your letter of 25th February was most improper and an entirely unwarranted attempt to compel our Client to relinquish his present title and accept a more onerous one.

We are communicating with our Client and advising him to place the whole correspondence before the Secretary of State.

We have the honour to be,
Sir,
Your Obedient Servants,
Allen & Hamilton.

The Hon. Commissioner of Lands,
NAIROBI.