

and William & Thayer Johnson are both of
them severally liable for the amount of
the indebtedness under the deed & above shall
be the measure of their liability as regards
them as co-obligors, but if the debt
is not paid as aforesaid, then the matter
shall stand undisturbed to the

22

where it is found that the same
system is not in force in the interest of
the people to be as well as of the State &
it will be the duty of the Legislature
to provide for the same.

Resolved that the same be referred to the

committee on the subject of the
reform of the courts & the
judicial system & that they report
thereon at the next session of the
Legislature.

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(7)

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thereon at the next session of the
Legislature.

Black

1877

22

21431

538

3115BURY HOUSE,

LONDON WALL, E.C.2.

REC'D
PL 12 MAY 25

9th May 1925.

The Under Secretary of State,
The Colonial Office,
S. W.

Sir, re Voi-Mwatati Concession.

I have to acknowledge the receipt of your letter, reference No. 18257/25 of the 28th ult. and thank you for informing me that a copy of the correspondence has been forwarded to the Officer Administering the Government of Kenya, and that a telegram has meanwhile also been sent to him asking that the draft grant be prepared and be forwarded as soon as possible after the correspondence has reached him.

With regard to your kind suggestion as set out in the concluding paragraph, I think Lord Waleran and myself would prefer to await the arrival of the final draft which I trust may reach us at the earliest moment possible.

With reference to my previous letter of the 21st of April, I now enclose the Indemnity signed by Lord Waleran and myself, and will be glad to sign any additional Indemnity covering the late Colonel Cecil Grenfell if you will be good enough to have this drafted and submitted to me for signature.

I have the honour to be, Sir,

Your obedient Servant,



21431/25

TO ALL WHOM THESE PRESENTS SHALL COME ⁹ ~~we~~ WILLIAM HUGH WALDEN, THE RIGHT HONOURABLE LORD WALDRAN of 9, Woburn Place, Sloane Street, London, England, CECIL ALFRED GRENFELL, of 28 Throgmorton Street, London, aforesaid, and CHARLES SYDNEY GOLDMAN, of Salisbury House, London, ^{London} aforesaid (hereinafter referred to as the Grantees) and greeting.

WHEREAS by a deed bearing date the 21st day of September, 1922, in consideration of the Governor of Kenya Colony and Protectorate granting a lease to them in pursuance of the agreements in the said deed recited ^{referred to} and in accordance with the terms agreed upon between the Secretary of State for the Colonies and ~~the Grantees~~ the Grantees bound themselves jointly and severally and their respective Executors Administrators and Assigns fully and completely to indemnify the said Governor at all times thereafter against all claims proceedings suits actions, costs and demands whatsoever which might be brought against the said Governor by any person or persons other than themselves and their respective Executors, Administrators and Assigns claiming any interest in the agreements referred to in the said deed and dated the 19th day of September, 1906, and WHEREAS it ^{was} [has been] agreed between the Governor of Kenya Colony and Protectorate and the Grantees to substitute for the area referred to in the said deed another area ^{of 60,000} of (sixty thousand) acres near Mwatati, NOW THEREFORE KNOW YE that in consideration of the Governor of

Kenya

1099
with
Walden
Grenfell
Goldman

1. 60,000
in place
of 28,000
in the
area referred
to in the
said deed
to be
substituted
for the area
referred to in
the said deed
of 28,000 acres
near Mwatati

Kenya Colony and Protectorate granting a lease to [the
 Grantees] ^{me} of the said area of ⁶⁰⁰⁰ (sixty thousand) acres
 near Mwatati in accordance with the terms agreed upon
 between the Secretary of State for the Colonies and
 the Grantees, [we, the Grantees,] do hereby acknowledge
 [ourselves ^{myself} jointly and severally] and ^{my} our respective
 Executors, Administrators and Assigns bound and
 completely to indemnify the said Governor at all times
 hereafter against all claims proceedings suits actions
 costs and demands whatsoever which may hereafter be
 brought against the said Governor by any person or
 persons other than ourselves and our respective
 Executors Administrators and Assigns claiming any
 interest in the agreements referred to in the herein-
 before mentioned deed, and dated the 19th day of
 September, 1906, made between His Majesty's then
 Commissioner ^{Mr} of the one part and [the said] Robert John
 Dudley Macalister of the other part.

IN WITNESS WHEREOF [we the Grantees] have here-
 unto set ^{my} our respective hands and seals this
 day of 1924.

to the Signature of
 Charles Sydney Goldman
 Esq. Wells
 64/5 Salisbury House
 London Wall, E.C. 4

(sgd) C.S. GOLDMAN
 " WALERAN

to the Signature of
 Waleran
 Jocelyn Lucas
 Capt. Special Reserve of Officers,
 Peamore, Exeter.

541

f. 21431/25 Kenya

~~Brook
400
May 18
W. S. M. O. C.
to S. M. O. C.
to S. M. O. C.
to S. M. O. C.
to S. M. O. C.
to S. M. O. C.
to S. M. O. C.
to S. M. O. C.
to S. M. O. C.~~

~~W. S. M. O. C.~~
Cholera is now dead
Pl. Council has made out
an inter-
May 18/5

RAFT.

Sir

A. S. M. O. C.

Saw to be act. the recd of your
letter of the 9th of May regarding
the Voi-Mwatani concession,
& to inform you that he is
consulting the Ad^{mt} of
Kenya on the question of an
additional indemnity to cover

May 1925

2/11

C. D.
28 MAY
512

370 31

Recd
4 1975

~~SS~~

RAFT. Cas:
with bundle

all of bag up to the

the 200 lbs I have to

transfer to the boat, to the cabin,

a copy of full case with

have C.I. follow up on the

in - boat's concession. I

following the
city: the following. and to

the case of the lake at
Cecil Benfell.

A copy of the further
and the indemnity
enclosed in your letter

are being sent to the

Adm Gen.

It

49.1
9 bag
30 MAY 1975
(out 48)

enclosed in my, has been retained in the CO.

2 To the late Lord Halsbury & Major Goldman were severally liable for the whole amount of any indebtedness under the said agreement. It is to be noted that the said agreement was increased in amount by agreement between the said Lord Halsbury and a witness to the death of Lord Halsbury. However, in view of the death of Lord Halsbury the liability will not rest with Major Goldman and it is ^{only} ~~noted~~ that any liability in the hands of Lord Halsbury's executors will cease with his death. The assets of his estate, I have therefore to inquire whether you will release the said matter to stand as my act or, if not, what further steps I can suggest.

I have &c

(Signed) L. S. AMERY

L.S.A. 27/5

Bank 27

Bottomley 27/5

ackey

Jackburgh

and

will

Arthur Smith

John Gore

7

MAFT.

copy to Mr. age 30 MAY 1925

C.S. Goldman

Dear Mr. B. ack: The receipt of your letter of the 9 day regarding the indebtedness in respect of the 'Tri-Invitation' concession.

To inform you that he is considering the O.P.S. & hence a he matter Henry

W. BOTTOMLEY

SK

30 May 1925