



DOMESTIC

EAST AFRICA PROT.

187

N^o 35141

Agents

19057

Number

of previous Paper.

29321

(Subject.)

Concession to Uplands of East Africa Syndicate
Transmits draft for consideration with
observations. Ask for instructions as to certain
clauses.

(Minutes.)

Mr. Read.

As to the expiration of the lease of the
Sultan of Zanzibar the document on pp. 66-75 of volume
entitled "The Imperial British East Africa Company",
herewith makes it 50 years from 9th October 1888; but
paragraph 7 of Governor's despatch 25642/06 makes it
50 years from 28th April 1888. we had better ask
Foreign Office which is correct.

Clause 10 (V) ^{as to including hay and sublets, hay and ground} should I think be omitted if the
concessionaires object as the Green Agents suggest.

As to paragraph 4 it seems to me that clauses
35 and 37 of the lease fully safe-guard the rights of
natives; in fact I should not be surprised if the con-
cessionaires objected to them as being too wide.

As

See the CA. No. 10. 717

Subsequent Paper

p. 2. of lease line 10, after "Rearranging"
insert "or for any other Government purposes"
p. 7. line 5. "Clause 18 + 19" appears to be
a wrong reference? "Clause 18 + 19" 188
p. 12 line 20 for "stanzas" read
"Stanzas"

I will keep clause 10 (v) if possible
& make the number of pages 500. In
dealing with these company promoters
any definite engagement of the bank
is desirable.

otherwise, proceed as proposed by W
Ellis - I copy of a respⁿ to the firm
for info. 1/7?

A. J. R.

14/10

14/10

I do not let sec. 10(v) be omitted
if the conceptionaire objects. In
fact, I understood that the bank
factory was not to be included in
this lease at all, except by way of
revert. see Mr J. H. Wood's minute
on the draft on 23005, and I have
said that Mr. Goldmann will propose
to omit all mention of it. I do not
know, till he does.

I do not think that it would
be safe to rephrase in the draft

...posal of the Crown Agents that
we should ignore the Governor's
recommendation to substitute
"lands in which natives have
rights" for "lands cultivated
by natives". The Governor vi-
brantly attacked his persistence to
the recommendation as he both
telegraphed (29373) and wrote (29321)
about it, and Mr. Poldmann,
who was told that the substi-
tution would be made, has
raised no objection. I would
therefore instruct the C.A. to
have the substitution made -
sending them a copy of 29321.

But I would at the same
time tell the Cr. Agents that,
before communicating the draft
of the Syndicate as embodying what
the S. P. is prepared to sanction,
we must consult the Governor,
as there are so many points
on which we might go wrong
in the absence of local know-
ledge: and send to the
Governor with copy of the
recommendation...

Alth
out Oct 18
out once

Oct 19.

Dear Mr. Bottomley,

Clark asks me to
reply to an enquiry
from presumably some one
in your Dept. about
the lease of the coast
strip of Sanzibar.

The date of the

35141

1907

Sec
E.A.P. 25



Booth

C O
35141
R 4 OCT 07

ALL COMMUNICATIONS
TO BE ADDRESSED TO THE
CROWN AGENTS FOR THE COLONIES,
THE ABOVE REFERENCE AND THE
DATE OF THIS LETTER BEING QUOTED.
TEL ADD "CROWN, LONDON"

WHITEHALL GARDENS,
LONDON, S.W.

3rd October 1907

Sir,

With reference to your letter No. 28907/1907 of the 16th of August and previous correspondence on the subject of the proposed lease of land in the East Africa Protectorate to the Uplands of East Africa Syndicate, I have the honour to transmit to you a draft of the Concession for the approval of the Secretary of State.

With reference to paragraph (d) of your letter No. 1925/1907 of the 11th of June 1907, I have to enquire on what date the lease of the territory from the Sultan of Zanzibar will expire, so that the term of the scheduled lease may be fixed.

Clause 10 (v) of the draft lease (relating to the purchase of plots and their sale to settlers) has been inserted in view of § 2 of Mr. Seligson's letter of the 11th of July, as this provision was not required by the Colonial Office as a condition of the lease, we propose to omit it if the concessionaire should raise an objection to it.

In the schedule describing the land to be leased, the area is made subject to deductions in respect of all land granted to other persons. Under the terms of your letters to Mr. Seligson of the 11th of June (par (a)) and

Under Secretary of State

Colonial Office (S. S. Y. 47)

the 30th of July, it would appear that all land "in which natives have rights" should also be deducted from the area leased; but we have not worded the draft lease precisely to this effect, because it seems to us possible that natives may possess or have exercised some kinds of rights over the whole or the greater portion of the land in question, and the absolute removal of all such land from the area leased might therefore operate with unexpected hardship on the leases. We conclude that the Governor's intention is probably that the land shall only be leased subject to all existing native rights; and this is we think provided for sufficiently in clauses 35 and 37 of the lease.

As regards the 2000 acres described in the third part of the last schedule, only an ordinary grazing lease is to be granted for this portion, and I have to enquire whether the proviso in cl. 13 (ii) of the lease, transferred to the end of that clause, will meet the case.

I have the honour to be

Sir

Your Obedient Servant

H. J. Martin

for Crown Agents

1883

25/141



Agto
35141

E.A.P.

192

DRAFT

C Agto

MINUTE.

Mr. *Wicks*
Mr. *Beal* 21
Mr. *Quisley* 21
Mr. *Scott*

X Mr. *Andrews* 25

Mr. Cox.
Mr. Lucas.
Sir F. Hopwood.
Mr. Churchill.
The Earl of Elgin.

2 Dfts

25 October 07

Gentlemen

I am directed
by the Earl of Elgin
to acknowledge the receipt of
your letter Per
E.A.P. 26
of the 3rd instth and
to inform you that
before authorizing you
to communicate the
draft lease of land
in the E.A.P. to the
Highlands of E. Africa
Syndicate H.L.

W.F.
X-25-35141

Schedule cl. 2 10th line
on p 2 after Railway
insert - or for any
other Govt. purpose 193
29th line. The max.
period term of the
term from the Pattern
of Bangalore is 30
years from the 9th
of Octr 1908.

See note from
FO and send

cl. 3. The yearly rent
shd. be stated as
£1000

cl. 6. The royalties
shd. be made payable
on the 1st day of
March of the year
following that in
which they accrue.

cl. 4 does not seem
sufficiently explicit. It
was intended that
the export duties

for crown

DRAFT.

purpose

cl. 10 (vi) The period for the completion of the Bacon Factory shd. be 2 years from the conclusion of the agreement. 194

Cl. 10 (v) This sub-clause may be omitted if the concessionaries shd. take exception to it.

but, otherwise, 500 shd. be inserted in the first line after "at least".

Cl. 13 (iv) The reference to clauses 25 & 26 shd. be to clauses 18 & 19.

Cl. 13 (ii) This sub-clause sufficiently states the terms of the grazing lease. But it was intended that there should be a usual rent at the rate of 2/6 d.

to P.P. No 514 25 July

in the dept of which a copy is enclosed, & was not objected to by Mr. Goldson which to whom it was communicated.

195

for com

3. The Govt will be asked to furnish a map to be attached to the letter in accordance with cl 1, & to say how of the boundaries of the land described shd. be described in the Schedule.

R. A. [Signature]



Light
35141

W.S.P. 110
196

Lucy

DRAFT

C.A.P. No 585
for Col. Sudder

25 October 07

Sir

With reference to my despatch No 452 of the 20th of August. Please the honour to transmit to you for your review the accompanying copy of minutes with the C. Light on the subject of the proposed lease of land to the Veterans of Africa Pyramids & consequent that you will favour me with

MINUTE.

- Mr. Ellis 18/10
- Mr. Read 21 28804
- Mr. ...
- Mr. ...
- Mr. ...
- Mr. ...
- Mr. ...
- Mr. ...
- Mr. ...
- Mr. ...
- Mr. ...

20/10

to C.O. 5 Oct
C.O. to CA 20 Oct