



EAST AFR. PROT.
No. 16275

DOMESTIC.
C. 8.
16275
REC'D
MAY 07

Individual
907
May
Previous Paper.

(Subject.)

Their land at Kibwazi

States he - his partner Mr. H. Dear hold 1000 acres on lease from Mr. Hartner - asks that some work may be made for them to continue to hold their land when his lease expires.

(Minutes.)

Mr. Read
Sir C. Elliot in 1904 granted
Mr. Hartner a lease of 500 acres at
Kibwazi for 11 years at a rental
of £21 6.8 per annum, with an
option of purchase at any time
during the term 1000 acres at
Rs 2 per acre, & with an option
at the expiration of the lease of the
land of having a further lease for 88 years
of the land in any portion thereof
at a rental of Rs 15 per 100 acres
(£320 for the 500 acres)
Mr. Hartner has called 1000 acres
of this to Mr. Williams, apparently

though it is not clearly stated, for the
uninsured term of the lease from the
Crown at a rent of £30 p.a. i.e.
more than Huxton is paying to
Govt for the whole 32,000 acres.

Mr. Williams is planting rubber on
the land (at present) but he
has only planted 25 acres, & he
wishes the Govt. to guarantee that
the rubber in the work of the
land coming into the hands of
the Govt. he will be granted a lease
of the land for the uninsured
period of 99 years counting from
the commencement of the sublease from
Huxton at the existing rent of
£30 p.a.

This seems to me a very fair proposition.
£30 p.a. + the export duty on
rubber is a good return to Govt
for land which, at the time of the
lease, was only valued, freehold, at
£189.

Accordingly, I think we should en-
quire from Mr. Williams that

though it is not clearly stated, for the
unconfined term of the lease from the
Crown at a rent of £30 p.a. i.e.
more than Huxborne is paying to
get for the whole 32,000 acres.

Mr. Williams is further in doubt on
the land that he would understand
he is ~~to~~ granted 25 acres, & he
wishes the Govt. to guarantee that
the right to give in the worst of the
land coming into the hands of
the Govt. he will be granted a lease
of the land for the unconfined
period of 99 years counting from
the commencement of the sublease from
Huxborne at the existing rent of
£30 p.a.

This seems to me a very fair proposition.
£30 p.a. + the export duty on
rubber is a good return to Govt
for land which, at the time of the
lease, was only valued, freehold, at
£153.

Accordingly, I think we should en-
quire from Mr. Williams that

in the event of the land coming
into the hands of the Govt. he
will be granted a lease for the remain-
der of the term of 99 years at
£50 p. a. year the surplus on
the terms usual in leases of the
land.

I'm sending the copy of the lease to the Govt.
I should request that a note to this
effect may be made in the
records of the Land Office. We should
at the same time, I think, comment
on the apparently unduly generous
terms of the lease to Mr. Huxtable
saying that when the question of
the renewal of his lease comes up
the state in the lease as to the
cultivation of the land to the
satisfaction of the Comrs. should be
strictly interpreted, & any the
want of land being shewn
was a reasonable preparation to the
amount of cultivation & improvement
actually done and ask for a copy
of the actual lease. The document

in 1735/06 being only an agreement
for a lease.

1735/5

W. Sutton

Sealed

1/5

1735/31
at 1735

on 9/25/06 being only one of

for a loan:

1000 8/5

to the bank

1000

8/5

Plat. July 31
at once



500
Scholars Club,
Hamilton Place.

May 1, 1907.

16275

With reference to my recent interview with you and Mr. Ellis
concerning my estate in East Africa I have the honour to state that
my partner Mr G. M. Dean hold 1000 acres of land at Kibwezi
lease from a Mr Huebner who has obtained a large concession
from the Government.

As matters stand at present the local authorities profess
themselves unable to make any definite statement as to what will
happen when Mr Huebners lease expires and the land reverts to
the Government.

I have formally requested the Land Office at Nairobi to arrange
the matter to be referred Home for a special decision and they
have assured me that this should be done at once. As however no
reply has yet arrived I venture to put the details before

200-14

680

direct in the hope that you may be able to give me some kind
guarantee.

The local authorities state that they fully recognise the
status of my position but regret that they cannot take any
action.

My partners lease expires in nine years but may be extended
in either case when it does fall in we shall probably be
left with a very valuable India-rubber Plantation over which we
have no legal right whatever and for which we might be charged
rent the Government of the day thought desirable or even
confiscated altogether in favour of somebody else. The verbal
assurances of present officials are of course utterly valueless
in such a case.

In support of my request for a settlement of the difficulty
I desire to point out that my partner and I are spending
considerable capital on the Estate which is already increasing in
value and are working hard to develop a district which has

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direct in the hope that you may be able to give me some kind guarantee.

The local authorities state that they fully recognise the ownership of my position but regret that they cannot take any action.

My partner's lease expires in nine years but may be extended in either case when it does fall in we shall probably be left with a very valuable India-rubber Plantation over which we have no legal right whatever and for which we might be charged by the Government of the day thought desirable or even sold altogether in favour of somebody else. The verbal assurances of present officials are of course utterly valueless in such a case.

In support of my request for a settlement of the difficulty I venture to point out that my partner and I are spending considerable capital on the Estate which is already increasing in value and are working hard to develop a district which has so

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far been almost entirely overlooked except from the point of view of fibre concessions. The establishment of Rubber Plantations should be an important factor in the development of the Protectorate and it is, of course, very discouraging to us to be refused and right to the land on which we are spending our time and money.

Mr Ellis suggested that Mr Hubber might be approached with a view to inducing him to release his rights in our 1600 acres thereby enabling us to become at once Government tenants and perhaps if this arrangement did not affect the details of his private agreement with us he might not object but I gather that in such an event we should have to pay two rents, one to him of \$80 a year, and another to Government. This would, I submit, be unfair to us.

I do not myself see why we should not receive a guarantee that, when the lease falls in, we become Government tenants on exactly the same terms as if we had been Government tenants from the beginning on a 99 years lease.

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I do not myself see why we should not receive a guarantee that, when the lease falls in, we become Government tenants on exactly the same terms as if we had been Government tenants from the beginning on a 99 years lease.

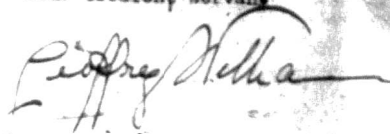
This arrangement only requires, I think, the sanction of
the Secretary of State as a special decision to settle a **602**
difficulty for which the existing machinery provides no solution.

I should be grateful if you would give the question your
personal consideration, more especially in view of the fact that
I have been a Government official myself for 4 years and have
held various responsible positions in South Africa.

I have the honour to be

Sir

Your obedient servant



A. Harris Esq. C. M. G.

Colonial Office.



16275

503

DRAFT.

Geoffrey Williams for

Hooy

7 June 04

Sir
With reference to your letter of the 4th ult. I am directed by the Board of Elgin to inform you that in the court of the 1000 acres of land at Kibweye in the B.A.P. which you & Mr. G. M. Dean at present hold in lease from Mr. Huetner according to the Board, you will be granted a lease for the

MINUTE

- Mr. *W* 1/6
- Mr.
- Mr. Just.
- X Mr. Antrobus
- Mr. Cox
- Mr. Lucas
- Sir F. Haywood
- Mr. Churchill
- The Earl of Elgin.

20/6

330
Ch. of Elgin

remainder of a term of
99 years, counting from
the commencement of your
sub lease, at a rent
of £30 p.a, 9 in
other respects on the
terms with which you
have been of this lease

R.A

6295

L.A.P. (No 330)



601

Gen. Col. Patton

Mr 1/6

Mr. Leachman

Ms. 22581

Allygo
8th June 1907

Sir
I have the honor to
transmit to you the
accompanying copies of
minutes with Mr
Geoffrey Williams on
the subject of the terms
on which he may be
given a lease of the
land now
held by him from
Mr. Hunter, in the
event of the land re-
turning to the Govt. I
have to request that a
note of the promise
made to Mr. Williams
may be made in the
records of the Land
Office

~~Mr. Williams to C.O. of May~~
~~C.O. to Mr. Williams June~~

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Ms. 22581