

land districts, & that if they refuse
the land of the first shall be
resumed by the Govt under the
law of the Republic given
nothing. M. J. P.

So proceed? I think that
we are treating them better than
they deserve.

W. J. P.
19/10
W. J. P.
at work

Governor's Office,

Nairobi,

September 14th 1906,

~~EAST AFRICA PROTECTORATE~~

No. 464

(Incl. F)



37566

RECORDED
SEP 18 1906

My Lord,

With reference to Lord Elgin's despatch No. 472 of August 7th 1906 and previous correspondence on the subject of the lease of Sakaki Forest to the Mombasa Trading and Development Syndicate, I have the honour to transmit herewith a Memorandum by the Commissioner of Lands and a letter, with enclosure, from the Conservator of Forests from which it is clear that hardly anything has been done and that we cannot look for the development of the area in the present lease.

2. Under the circumstances I agree with Colonel Montgomery's proposals for the resumption of the lease and have issued instructions for action to be taken on the lines proposed.

I have the honour to be,
With the highest respect,

My Lord,

Your Lordship's most obedient,
In humble servant,

H. H. PRINCIPAL SECRETARY OF STATE

FOR THE COLONIES,

DOWNING STREET,

LONDON, S.W.

mf
27/9/06
Col. Montgomery
Sept. 2th
Conservator of
Forests Aug. 15th

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2.
* 114 27496 - Africa 12844

MEMORANDUM.

37565

15 OCT 08

I have the honour to forward copies of the following papers, which require to be read for a full understanding of this case.

1. Note by Commissioner of Lands on the Serahi Forest Concession dated March 8th 1908.
2. Letter from Chief Conservator of Forests dated August 18th 1908 forwarding a report by Forester Minshall.

Reference is also requested to Colonial Office despatch, No. 472, dated August 7th 1908.

27456/06
 2. The area in question has been thrice lately inspected by Government Officers, and it is clear that though the Mombasa Trading and Development Company have been in occupation for more than three years hardly anything has been done in fulfilment of the conditions.

3. I asked the Manager of the Syndicate, Mr. Graham Griffiths, to meet me in Mombasa and have had a talk with him.

He says the conditions in the agreement are hard to fulfill, and acknowledges that they have not been fully carried out. He complains that natives have been getting stealing a great deal of the forest produce, and he has been unable to check them. This of course is a confession that the supervision is insufficient, as it is without doubt. There is no resident European overseer and a very small establishment on the ground. Mr. Griffiths pays periodical visits but does not stay long.

This is one of those cases like the Diaspecker and Macallister concessions south of Mombasa, which are unfavourable to both parties and should be terminated

without

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 27456/06

without further loss of time.

4. Mr. Graham Griffiths suggests that if we cancel the concession the Syndicate should be given 10,000 acres in freehold or an agricultural lease.

Considering that we are in a position to at once terminate the lease I think the demand is too great. There is doubtless a good large area under true forest; but a great deal of land is good agricultural land covered with thick bush. I recommend that the Syndicate be offered a 99 years lease of not more than 5,000 acres provided that so much is available free of native rights. This would be given on ordinary agricultural terms.

5. The rest of the area should be recovered and we should keep a part (only that part which is real forest) as a Government Forest, if after careful enquiry we find that the natives have no rights therein the rest of the land free from native claims can be given out in ordinary land grants.

If the Syndicate does not accept the offer we should resume in court, and give them nothing.

There has been correspondence on this subject with the Secretary of State, Colonial Office No. 478 dated 7th August 1906. The area suggested in the despatch quoted is unnecessarily large; a block of 5,000 acres on the coast is very valuable. We are as a fact now giving much smaller grants. If Your Excellency approves of my suggestion I will have action taken accordingly.

J. MONTGOMERY.

Commissioner of Lands.

5 : 9 : 1906.

11/20/496

Copy.

Note on Sekoki Forest.

On the 12th November, 1904 an agreement was executed with the Mombasa (British East Africa) Trading and Development Syndicate by which one hundred square miles comprised in the Sekoki Forest were leased for 21 years at a rental of Rs. 1,500 a year from the 1st November 1901; and the lease could be extended for another 21 years if good work was done.

Conditions were as follows:-

- (1) The tenant to submit full particulars of the parcels of land selected, and a plan then to be made and attached to the agreement.
- (2) The land to be used for the purposes of felling, collecting, removing, and cultivating timber, rubber, and other forest produce.
- (3) Royalty of 5% to be paid on all forest produce if such royalty exceeds Rs. 1,500/- (the amount of the rent)
- (4) Every tree not to be felled of less than 12 inches girth at Bamba Kofi or less than 5 feet, and other trees of less than 4 feet, without consent of Conservator of Forests.
- (5) All trees to be felled at ground level.
- (6) Conservator may mark seed bearing trees and such not to be felled.
- (7) No blank spaces to be caused by felling of more than 100 square yards, nor may all trees of one species be felled, in any one place.

2.

- (8) Seven felling areas to be marked off to satisfaction of Conservator of Forests.
- (9) After felling each such area best species of timber producing trees to be sown therein.
- (10) Damage by fire and other causes to be made good.
- (11) Not less than 1,000 trees to be felled and exported each year.
- (12) Tenant to spend not less than 25000 in development in the first two years, and to keep books and accounts open to inspection.
- (13) Rubber to be collected in approved manner and efficient European overseers to be employed to supervise collection and cultivation of rubber.
- (14) Manner of collecting rubber prescribed.
- (15) A nursery of *L. Kitchii* seeds to be established for every 5,000 acres of land leased.
- (16) Not less than 5,000 plants of *L. Kitchii* to be planted yearly at not less than 10 plants per acre.
- (17) Manner of planting described.
- (18) As (16) the same.
- (19) All native rights reserved.
- (20) Conservator of Forests to exercise supervision over all operations.
- (22) Tenant ^{may} within first two years determine the agreement.
- (23) Tenant not to assign without consent.
- (24) Agent to be present in Protectorate with books and accounts and for reference.
- (25) Land to be surveyed by the Government at the cost of the tenant. All privately owned land to be demarcated on the map.

3.

(26) Tenant to comply with all covenants under Crown Lands Ordinance, 1902, especially sections 15 & 16 relating to development.

(27) Tenant to pay costs of agreement.

(28) All buildings to be delivered up in good condition at end of lease.

(29) The Commissioner may at any time resume any part of the area which does not contain forest land.

(30) Lease to be granted and executed when the survey is completed.

(31) Until lease is executed parties to be bound by this agreement.

As soon as the agreement had been signed a good deal of correspondence took place with Mr. A. J. W. Anderson, the resident Director of the Syndicate regarding the boundaries, the felling work conditions &c. There are notes in the last office file indicating that Mr. Anderson wished to make time as he was not prepared to begin work soon. He thought it may be plan was prepared apparently some time in 1906.

At that time Mr. Arushkumar the then Managing Director wrote to the Colonial Office saying that it would be well if the terms of the agreement could be altered. It was alleged that a good deal of the land was like hardly suitable for forestry, and the syndicate would like to cultivate such parts with tropical plants; and it was suggested that the lease should be altered so as to give 1,000 acres in freehold, 10,000 acres on a 99 years lease, and the rest to remain forest proper on the existing conditions of 21 years plus another 21 years if development took place.

The

The Secretary of State replied (1-8-00) that he would be prepared to consider, in consultation with the Commissioner, the question of amending the forest lease, but that in return for any additional privileges he would ~~not~~ feel bound to insist upon a corresponding reduction of area, and suggested that not more than 50 square miles should be selected to be worked.

Since then the only papers in the Land Office consist of letters from the Syndicate asking for the completion of the lease and plan. No further negotiations seem to have been entered into on the lines suggested by Mr. Washkauer in his letter to the Secretary of State.

I have also looked at the files in the Forest Department, from which it appears that the Syndicate has been cutting trees and working mangrove on the coast; but it is doubtful if anything appreciable has been done in this way, or if the operations have been in accordance with the agreement. On this point the Forest Department will be able to say more definitely what has been done.

A short time ago I requested the Secretary for Native Affairs to be good enough to let me have a report from Mr. Macdonald regarding the amount of development done up to the present time.

Mr. Macdonald's report, dated 8th February 1909 is as follows:-

"Cleared two acres of bush land about one and a quarter hours from Kiliff Ferry on the Goujora road, on which rubber trees and a few coconuts have been planted".

"Cultivation being extended in the same locality for cotton".

"No other improvements effected in the Sekoki Forest".

5.

This is a very meagre result after possession of the land for over three years.

A copy of this note is sent to the Chief Conservator of Forests with a request that he will kindly have the place inspected and report made on the whole case.

It is evident that the syndicate is unable, or unwilling, to carry out its obligations, and it seems advisable to take action for the cancellation of the concession. At the most we might let the Syndicate keep a small area (of 1000 acres or so) to cultivate.

The question is - is the area really forest land, or does forest exist there only in patches? There is evidently a good deal of native cultivation in parts of the area.

J. Boughey,
Commissioner of Lands

6-3-09

Encl. 2 in 519
INCLOSURE No. 2

247

In Despatch No. 464 of Sept. 1906

Forest Office,

Nairobi.

No. 1790

August 13th 1908.

SEKOKI FOREST - TERMINATION OF LEASE.

37566

Recd

15 000 08

Sir,

In reply to your No. 95 of the 7th March last, I have the honour to submit copy of the report of Forester Minshall dated 15th April, which, I regret, was not forwarded to you when received. On my return from Kenya it seemed preferable to hold it over for my visit to the coast forests.

It will be noted that the British East African Trading and Development Syndicate have failed conspicuously to carry out the terms of their lease, which I accordingly recommend should be cancelled, or at least that part containing forest, which, I understand, is some 80 square miles out of the 100 square miles embraced in the lease.

It will be noted that the Syndicate have failed in the following particulars:

Section of lease

4. Trees have been felled without regard to these stipulations. The native wood-cutters fell any trees they like.
5. Not observed.
6. Not observed.
7. Not observed.
8. Not observed.
9. Not observed.
12. Not observed. See Forester's description of what has been done.
13. Not observed. There is not one European overseer employed.

The Hon. the Commissioner
of Lands.

15.

Section of lease

15. Forester Minshall has ascertained that these nurseries have not been made.
- 17.) Nor has rubber planting been done as required.
- 18.) There is no sign of any plantations of forest trees or of Landolphia rubber.

It appears from the Forester's report that the concession has been used simply as a cloak for forest destruction. I recommend that on the area being resumed, the forest should be at once designated and gazetted as a State Forest Reserve in charge of the Forest Department. To the 60 or 80 square miles of forest within this concession should be added the whole area of ^{good} forest described in Forester Minshall's report of the 22nd April whether or not this be within the old forest reservation done by Mr. Forde, or within the Syndicate's concession nor to be terminated.

I have

H. Hutchins.

CHIEF CONSERVATOR OF FORESTS.

Bona Village,

April 15, 1909.

Forest on Sekoki Hills

Sir,

I have the honour to report that I have visited Sekoki forest, and submit to you the following report:-

1. The forest itself covers a large area, the high ground and hill contains chiefly Ubaga, the lower ground Ngambo, Gum copal, Lamba koffee, and Urakee. Gum copal and Ngambo are found on the high ground but not to the extent as on the lower, the forest itself is not patchy, what open spaces there are seem to have been cut by natives for gardens and left. The high ground is thick with bush and undergrowth the lower is more open and rather weedy.

2. Soil. On the high ground or hill it is composed of a very dark red soil, and in places clay. On this soil the Ubaga is to be found. The lower ground is very sandy somewhat like sea sand, and on this the Lamba koffee, Gum copal, Urakee and Ngambo grow.

3. There is an abundance of Landolphia rubber vine throughout the whole of the ground that I have been over. I came to a village this morning in the forest that the men did nothing else but collect rubber, when they were able to do so.

4. I visited the clearing at Jibu where the Syndicate are planting. Here I found a native in charge with 10 labourers. There was about an acre of land planted with ceara rubber with coconuts planted amongst them.

I should say there was less than 10 acres of land cleared

for

for planting cotton I was told. I asked to be shown the seedbeds and nursery that he had for planting. I was shown a few ceara plants. I asked if there were any (rubber) *Londolpha* vines. There were not any. I also asked if he had any seed of *Kuhari*, *Nyabiso*, *Bambo Koffee* or *Gum copal*. Of these trees no seed had been gathered. I also asked if there was any other *Shamba* or a white man near and was told there was not.

5. Method employed in collecting rubber seemed to be to cut a vine near the ground and to cut it in lengths of from 6" to 7" in length and extract the rubber in this way. When I first saw it I thought perhaps it had been cut for some other purpose, afterwards I found a large heap of this and asked why this had been done from my table, and was told that this was the way the people gathered rubber. Other vines had been ringed and killed. A man named *Juma Estari* had been appointed an agent to purchase rubber and *Gum copal* for the syndicate.

Gum copal. The method employed to collect this is to cut a piece of bark from the tree from 6" to 8" or more in diameter from the wound the gum collects and is taken away when it becomes hard. This has proved fatal to the tree in every case as the wound has not healed over, water has got into it and the whole heart of the tree rotted.

I pointed out to a native what was being done, and pushed a long knife into the heart of the tree.

Timber. Evidently no discretion is being used as regards felling timber. There are two men at *Konjoni* who are purchasing from the native wood fellers planks of *Muhuga* and boards. One man named *Juma Estari* who is an agent of *Abdulla Jevanjee* who resides in *Mombasa*, and the other *Hamissi bin Said*.

Neither of these men were at Kongora when I visited it, so could not find out if these two persons were buying from the wood fellers on behalf of the Syndicate or if the timber had been sublet to these men. The present manager of the syndicate had been recently at Kongora, so I presume he has a perfect knowledge of what has been done. Some of these planks had been made from trees less than a foot in diameter, no care had been exercised as to the way the trees had been felled, ~~many~~ stumps from a foot to 3 ft. high were left standing. These trees were all Muburu. A few boards of Ngambo I also saw these had been cut from very small trees.

No more trees ought to be cut for the present from the Kongora village which is on the Kilifi Creek to Mchunga village. This would allow the trees which are left to seed and so fill up again the places where trees have been felled. What are left are mostly small.

6. Natives are encroaching on the forest, cutting down bush and firing it and killing all the large trees in this way, for extending their gardens; there is a large piece of country outside the forest uncultivated and covered with bush, suitable for growing M'hindi.

The forest has already been demarcated by mounds. The only course that could be taken was employed in demarcating it on the coast side viz: following the telegraph line, as its thick bush lay to the forest. There is no timber of any value in this bush, and would be suitable for opening up for cotton and other crops. It would mean taking the line nearer the forest and making mounds there to close in the forest. This would take some time to do. This would open a large area that is now enclosed by mounds.

Water would be the greatest difficulty unless wells were dug, as there are no streams of water at the present, and I have been compelled to stay near village and camp there.

I have etc.

G. H. Minshall,

Forester.

The Chief Conservator of Forests,

Nadrovi.

Pro 37566 P.A.P.

V.C.D.
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(No. 541)

29 Oct. 1923

Sir,

to acknowledge

I have to thank the recd. of your letter no. 464 of the 14th Sept., on the subject of the lease of the Sokoki Forest.

I approve of Col. Montgomery's proposal that the Montagu Trading and Development Syndicate should be offered, on condition that they surrender the lease of the Forest, a lease of 5000 acres for 99 years, on the terms as to revaluation, &c. already settled for the Lowland districts. If the Syndicate refuse to accept this proposal, the lease of the Forest should be resumed under the legal powers of the Govt. without compensation.

H.F.C. 29/10

Mr Ellis

10/25/10/1

M 6 P.D

Thames...
Crewe

112-11

37566