

DESPATCH

EAST AFR PROT.

C.O.
11631
Recd 5 APR 05



No. 11631

No. 148

(Subject.)

1905

March

Land grant to
Mr R Chamberlain

Last previous Paper

on land grant.
The copy letter from his secretary.

(Minutes)

Mr. Head

This closes the matter, as far as
you are concerned.

(See also P. 147 1904)

Mr. Harris

Land which was recently reported as to
be into the complaint made by Mr. Chamberlain
in the 12th volume of 1904. I think
we must give the letter in answer.

The 20 are responsible for the matter
which has been raised at. I think
that the best thing to do is to
send copy to 1904 & see if the 20
for any observations which they may
be able to offer upon Mr. Chamberlain's letter.

14/4/05
G. H. R.
17/4

1631

Commissioner's Office APR 05

63

Mombasa,

March 13th 1905.

15/6

No. 148



My Lord,

With reference to Your Lordship's despatch No. 55

27
of Chamberlain
Jan. 1st

of January 31st I have the honour to transmit herewith a copy of a letter from Mr. R. Chamberlain accepting a land grant on the Enderit river in accordance with the terms proposed by Your Lordship.

I have the honour to be,

With the highest respect,

My Lord,

Your Lordship's most obedient,

humble servant,

J. Stewart

The

Marquis of Lansdowne, K. G.

to. to. to.

4814 3/15 704 17/27

(1)

11631
JOHANNESBURG,
8th February 1905.

APR 25

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To
Sir D. Stewart, K.C.M.G.,
H.M. Commissioner,
British East Africa.

Sir,

I beg to confirm herewith the cables which have passed between us with reference to my land grant on the Enderit River. In view of the fact that you failed to understand my telegram of January 30th I have extended the message as it was intended to be read. The cables are as follows:-

No. 1

COMMISSIONER TO CHAMBERLAIN, 28th November 1904

Lord Lansdowne offers you 20,000 acres leasehold on Enderit at half an anna per acre with option of purchasing 5,000 acres at one rupee per acre subject to original conditions as to expenditure of capital.

No. 2

COMMISSIONER TO CHAMBERLAIN, 18th January 1905.

You are hereby notified that the last offer made to you by the Foreign Office and communicated in my telegram of November 28th will be withdrawn unless your acceptance reaches my hands within one month from the date of this telegram.

No. 3

CHAMBERLAIN TO COMMISSIONER, January 14th 1905.

I cannot agree any reduction leasehold but propose complete settlement by further reduction freehold to 5,000 acres and confirmation of original agreement in all other particulars. Please cable reply.

No. 4

COMMISSIONER TO CHAMBERLAIN, 14th January 1905.

Offer contained in my telegram of 18th January was final.

Should be glad to know whether you accept or not.

No. 5

CHAMBERLAIN TO COMMISSIONER, January 23rd 1905.

Does your offer settlement protect me by including right to select area to my best advantage? If you can give satisfactory assurance on this point I accept offer. Please cable reply. R.H.C. 100.

No. 6

COMMISSIONER TO CHAMBERLAIN, January 24th 1905.

Rift Valley is being divided up into blocks of 8,000 acres. You will be given your choice of four blocks out of the thirty two thousand acres originally applied for. Do you accept?

No. 7

CHAMBERLAIN TO COMMISSIONER, 24th January.

What length river frontage guaranteed for each block?

No. 8

COMMISSIONER TO CHAMBERLAIN, 25th January.

Four share of river frontage contained in each block.

No. 9

CHAMBERLAIN TO COMMISSIONER, January 27th.

Please define "Fair". Distasteful indefinite settlement. Water supply vital factor. Government offer certain proportion claimed acreage. Does Government guarantee me same proportion length river?

No. 10

COMMISSIONER TO CHAMBERLAIN, January 28th.

You are offered same terms as accepted by Fleming.

Impossible

Impossible to say exactly how much river frontage will fall in each block until area surveyed. Survey will endeavour to give equal share of water, do you accept or not?

No. 11

MEMORANDUM TO COMMISSIONER, JANUARY 30th

(I) am surely entitled (to) understand clearly (on my) own account what (it is) you offer. (We are) possibly making (at) this point. Your telegram (of January) last offers (a) choice (of) four blocks (out of the area, (the) situation (of) which was defined (in my) application and (in the) schedule (of the) original agreement. Thus (the) blocks (the) choice (of) which (is) offered (to me) all (lie) within certain boundaries and thus I know what (I) am offering (in) understanding. I accept (your) offer.

No. 12

MEMORANDUM TO MEMORANDUM, JANUARY 31st

First part of your telegram not understood. Under-stand, I accept terms.

No. 13.

MEMORANDUM TO COMMISSIONER, FEBRUARY 2nd

Under stipulated of circumstances I accept offer in terms of your telegram dated November 28th and January 24th.

In confirming the above telegram I desire to place on record the following statement :-

In 1903 I was one of four applicants for land in the Protectorate. The other applicants were the East Africa Syndicate, Lord Delamere and T.A.S. Plummer.

Lord Delamere subsequently made a grant to the East Africa Syndicate of five hundred (500) square miles

In

... the centre of the Masai grazing grounds. This grant was made on the following conditions:-

The land was to be rent free for seven years, during which period the Syndicate was bound to establish five farms of 2,000 acres each under the control of one resident British subject. During the next eighteen years the Syndicate pays a rent of £500 (five hundred pounds) per annum, equal to a yearly rent of about one-third of a penny per acre. During this period of eighteen years, the Syndicate has the right to purchase the freehold of the whole area of 100 square miles for £40,000, equal to a price of four hundred three shillings per acre. It was admitted

in Parliamentary Paper (C. 10,000, 1904) that the Syndicate obtained this grant with the intention of selling again at a profit.

The "Transvaal Leader" of July 16th 1904 the following statement was published:-

"The shares in the East Africa Syndicate are held by British and African financiers and particularly by men in the latter group. The East African Gold Trust, and the Consolidated Gold Fields of South Africa have an explicit promise in the charter, whilst South African personalities include the Duke of Abercorn, Earl Grey, Mr. Rochfort Maguire, Mr. De la Motte, Mr. Harris, the Honourable M. Gifford, the Honourable Robert White, Mr. Julius Mosenthal, Mr. H. Neuman, Mr. H. Peit, Mr. Jansen, Mr. G. Pauling, Mr. Lewis Hirsch and Mr. Percy Tarbutt also figure on the document.

With regard to Lord Selamere, the second applicant for land, Lord Lansdowne made a grant in this case of 100,000 acres on condition that a sum of five thousand pounds (£5,000) should be spent on development within

the first five years of a lease for 99 years, the annual rent being at the rate of one half-penny per acre.

My application - like that of Mr. A. S. Flemmer - was for a private farm of 32,000 acres on the fringe of the usual grazing grounds. I was informed by the highest local authorities that I could have this farm, which was situated on the Enderit river. The Commissioner said that I could have it, subject to possible native rights. Mr. Bley, a local expert in native affairs, stated that there was no objection on the score of native rights to my having the greater part of the area applied for. A long correspondence ensued in which the terms of the lease were settled, with special reference to the protection of native rights. An agreement was finally arrived at. A copy of this agreement was sent to me for my signature. I signed and returned it and at the same time paid my money to the Land Officer who paid it into the Treasury. This agreement, drawn by the Crown Advocate on behalf of the Government, had for its final clause the following:-

The Commissioner shall, on the completion of the survey of the said land, execute and the Tenant shall accept and execute a counterpart of a lease of the said land, upon the terms and conditions aforesaid. Until such lease is executed, the said parties shall be bound by the covenants and provisions hereinbefore mentioned and agreed to be contained in such lease, as if the same were actually executed."

The terms of the agreement were that I should have a lease for 99 years of certain defined lands, thirty two thousand acres in extent on the Enderit

of lease. On completion of this expenditure I was to have the right, to purchase the freehold of ten thousand acres at a price of eight pence per acre.

safe in the assurance that our own interests were protected I returned to South Africa in September 1903 to make arrangements for settlement in the Protectorate.

As soon as I was informed by the Commissioner that I could have the land for which we had applied, Mr. Flemer and myself devoted ourselves wholly to the work of advancing the interests of the Protectorate. We have sent out quite two hundred (200) settlers into the new country, of whom one hundred and eighteen (118) arrived at Mombasa between February 1st and March 31st 1904. Evidence on this point has been submitted to Lord Lansdowne.

In a despatch dated April 7th 1904 addressed to the Secretary of State, the Commissioner made the following statement:-

It must be noted that Messrs Chamberlain and Flemer have used the means of sending several eligible settlers here (independent settlers, that is, not part of the scheme of colonization) and that they were partly responsible for the present immigration of Europeans, and can prove it." (Parliamentary Paper Africa No. 8, 1904, page 25).

The success of our efforts to advance the interests of the Protectorate may be measured by the fact recorded on page 25, of the same Parliamentary Paper, that, in the Rift Valley alone every acre of ground had been applied for twice over. The great majority of the applicants

the Protectorate.
 with, as I have said, of the assurances
 the Commissioner, we entered upon the
 successful work thus recorded. Finally, as set out above,
 I entered into an agreement with the Government for the
 lease of the lands on the Enderic River. This agreement
 bound me, even if it bound no one else. Under it, I
 pledged and risked all I am worth and all the efforts of
 the rest of my life.

The Secretary of State intervened and
 said I ought to have the land already granted by the
 Commissioner. Why? Because it was a Native Reserve
 but the Secretary of State, who thus objected, had
 himself just given five hundred square miles within the
 same reserve to a syndicate of capitalists and titled
 Europeans. The Commissioner stated that the contention was
 so utterly unfair and illogical that he resigned rather
 than take himself a party to the transaction. Since the
 resignation of Sir C. Elliot, it has been decided to remove
 the land altogether from the Rift Valley and this process
 of removal is stated to be already in operation. The land
 granted to me under the original agreement is now thus
 free of all encumbrances in respect of native rights.
 The original objection, I may add, as set out in Lord
 Alinger's letter to me of August 27th, 1904 has now
 disappeared. The Secretary of State has, however,
 insisted on his refusal to allow the original agreement to be
 renewed. I am, therefore, and innocently, as I
 understand it, still bound by the original agreement of
 August 27th, 1904. Lord Alinger advised me, on
 the 2nd of December, that the Commissioner had been
 transferred with Mr. Plummer had been...

and energies to the Protectorate.

On the faith, as I have said, of the assurances given to us by the Commissioner, we entered upon the successful work thus recorded. Finally, as set out above, I entered into an agreement with the Government for the lease of the lands on the Enderit river. This agreement bound me, even if it bound no one else. Under it, I pledged and risked all I am worth and all the effort of the rest of my life.

Suddenly the Secretary of State intervened and said I was not to have the land already granted by the Commissioner. Why? Because it was a native reserve. The Secretary of State, who thus objected, had not given five hundred square miles within the Protectorate to a syndicate of capitalists and titled gentlemen. The Commissioner stated that the contention was so wholly unfair and illogical that he resigned rather than make himself a party to the transaction. Since the resignation of Sir C. Elliot, it has been decided to remove the land altogether from the Rift Valley and this process of removal is stated to be already in operation. The land granted to me under the original agreement is now thus made free of all servitudes in respect of native rights. The original objection to my grant, as set out in Lord Milner's letter to me of August 27th 1904 has thus disappeared. The Secretary of State has, however, persisted in his refusal to allow the original agreement to be carried out in a faithful and honourable manner.

On August 27th 1904 Lord Milner advised me, on behalf of H. M. Government, that the Commissioner had been instructed to confer with Mr. Flower and myself to advise in the appropriate manner of meeting our claims for land grants

On 25th September 1904 the Commissioner conferred with Mr. Flemmer who was accompanied by Mr. Allen, his solicitor.

These gentlemen were, I understand, informed by the Commissioner on this occasion that the Foreign Office had stated that Mr. Flemmer and myself could not have 32,000 acres; that, right or wrong, the Foreign Office would not depart from this position; but that the Foreign Office was prepared to do almost anything short of this in order to settle a troublesome matter.

The Commissioner then proceeded to make terms with Mr. Flemmer. He agreed to recommend to the Foreign Office, as "an appropriate manner" of settling Mr. Flemmer's claims, that Mr. Flemmer should be given 20000 acres of his original selection with the right of purchasing the freehold of the whole at eight pence an acre if, within the first five years of lease, he should spend £5,100 on development. Mr. Flemmer accepted the arrangement; the Commissioner submitted it to the Foreign Office with his recommendation; Lord Lansdowne repudiated it and laid down his own form of settlement in the guise of a law of the Medes and Persians.

Under the settlement thus imposed upon me I obtain less than two-thirds of the original grant on condition of spending the same amount of £5,000 on the reduced area, as contrasted with £5,000 to be spent by Lord Delamere on his Lordship's grant of 100,000 acres.

There has been no discussion, no negotiation, no fair hearing for either Mr. Flemmer or myself. I may accept or refuse the offer up to February 12th 1905 within two days of the next meeting of Parliament. If I fail to accept within this period, I shall so fall on pain of incurring the expense and delay associated with litigation against a powerful

powerful Government. I did not go to British East Africa to create litigation, but to settle there as a bona fide and permanent settler. After the last five years experience of the rule of H.M. Government in South Africa I am unable to face the anxiety and suspense of two or three years of litigation in order to obtain a home in British East Africa, nor am I possessed of sufficient resources to be able to go before the Privy Council, and also, in the event of success to fulfil my financial obligations under my agreement.

Under the compulsion of these conditions and circumstances, and in the conviction that the Secretary of State has abused the power placed in his hands as a Minister of the Crown by an act of exceptionally unjust and unreasonable tyranny, I accept the settlement imposed upon me.

I have etc. (to wit)

Robert Chamberlain.