

EAST AFR. PROT.  
No 13177

E. A.  
13177  
16 APR 1906

for Individual

under Case No

(Subject.)

1906

His Land Grant

March

For Kenya to (38 pages with appendices)

previous Papers

(Minutes.)

Mr. Cotterden Read,  
It is I think agreed that we  
cannot refer this question.

Mr. Chamberlain's main argument  
is that he ought to have been granted the  
whole 32,000 acres for which he applied  
because the S.A. Rynditch reserve  
500 square miles, of land between  
100,000 acres.

Personally I think that it was  
unfortunate that such large areas  
were granted; and it is doubly  
unfortunate that Sir C. Hall took his  
retirement for the F.O. should  
hardly associate himself with the  
Department.

The only special point to which I  
would call attention, is that referred

Copy to Com. of 550 20 June

21029

To in par. 14 of this letter.

In par. 10 of our letter to Mr. Chamberlain on 37422 we said the F.O. had I think overlooked the fact, now pointed out by Mr. C., that by his letter of 9 Nov. 04 (L in the words to this letter) and also enclosed in Comms. desp. 25035/05 ~~25035~~ he claimed to repudiate

the action of his solicitors in offering to accept 20,000 acres with an option of purchase of the whole amount. The matter is however not material in so far as the question how far he could repudiate the action of his solicitors, the solicitors offer was not accepted by the Govt, and moreover subsequently on 2 Feb 05 Mr. Chamberlain himself accepted the terms against which he is now protesting (opt 20,000 acres with option of purchasing 6000 acres (see 11631))

Draft for official of F.O. on lines appeared in 8872, adding an acct. of this & showing as above in regard to the 10th par of our letter on 37422. 7/15/05  
Mr. Chamberlain. So proposed? H.S.R.  
2/5

Mr. Chamberlain  
11/15/05

C. O.  
13177 628

REC'D  
16 APR 06  
Johannesburg 31 Aug. 1904

COPIES " "  
(ML)

Nobel & Co.

London 69, 70 Mark Lane.

Agents German East African Line.

Robert Chamberlain Esq

Hand Club,

Johannesburg.

Sir,

Re British East Africa Settlement.

In your enquiry we beg to state that, under the arrangements  
of the Deutsche Ost Afrika Linie and Messrs Flosser and  
for the reduction of fares of settlers proceeding to  
East Africa under your organisation for the settlement of  
we have issued tickets to 118 (one hundred and eighteen)  
proceeding to Mombasa since January 28th 1904

Yours faithfully

Wm. Adolphus Nobel & Co.

Wm. A. Young.

Uganda  
British East Africa.

620

11 March 1906

C.O.



13177

REC'D

15 APR 06

The Right Hon:

The Earl of Elgin

His Secretary of State for the Colonies.

Further reply to yr Lordship's letter of Feb. 6. No 39422/05-06  
I have the honour respectfully to direct yr Lordship's attention to  
a certain circumstance of some significance. Two years ago today  
I received a telegram from Sir C. Elliot to the effect that yr. M.  
Government declined to confirm the grant of land made to me  
during the whole of those two past years, I have been engaged  
in pleading my right to be informed of the reasons and  
circumstances on which yr. M. Govt rely for justification of the treat-  
ment shown to me as contrasted with the treatment shown  
to Lord Delamere on the one hand and to the East Africa  
Company on the other. In yr. Lordship's letter of Feb. 6,  
I gratefully acknowledge that there is substantial evidence  
of yr. Lordship's desire & intention to remove the grounds of  
complaint in this respect. I am no longer in the dark,  
and I have now the opportunity of making clear to your  
Lordship that the grounds upon which yr. M. Govt based their  
action, as now stated for the first time, do not meet and  
are not met by any reasonable or just person so held to meet  
the substance of my serious complaint.  
Two years ago today I addressed to Sir C. Elliot, a  
letter in the terms of which I now repudiate because during the



last two years of bitterness and difficulty, each succeeding phase of my relations with H.M. Govt has emphasized the meaning of what I then wrote under the influence of strong and just indignation.

The letter dated March 12. 1904 to which I have thus referred reads as follows: - "My dear Sir Charles, Eliot, I trust that you will favor us, as promptly as possible, with a detailed explanation of the cables received yesterday. I can assure you that this action has created a very painful and lasting impression on our minds. There is not within the Empire a man more deeply chagrined & crestfallen, or more bitterly ashamed of his birthright as a British subject than I am to-day. Mr Flemmer & myself have not passed our work in any way either before you or others. But since the day of our return here, we have been unceasingly devoting time, effort, and money to fulfil the spirit and letter of our promise to send you settlers. It has by no means been a wholly selfish object that we have had in view. We desired to reap a legitimate reward for our efforts, but even more did we desire to leave our mark on the history of the Protectorate, we may now say frankly what before this did not appear to be worth the engaging while there was work to do - that we claim to have rendered an invaluable service to the Protectorate in the creation of the movement towards East Africa from South Africa. We have done this in absolute & unswerving 2

Confidence in the good faith of H.M. Representatives that our  
 "our claim for generous consideration w<sup>d</sup> be recognised & that  
 "certainly any rights created for us would be scrupulously  
 "maintained. I sh<sup>d</sup> not care to characterise the treatment  
 "now sought to be accorded to us, but I am definitely resolved  
 "to spare neither time, nor money, nor effort in my attempt  
 "to adjust what I can only describe as a base & wicked wrong.  
 "I admit that for the time I am hopelessly bewildered &  
 "that I have no information by wh<sup>ch</sup> to guide my judgment  
 "of the matter. But there is one thing quite clear. We hold  
 "the solemn engagement of His Majesty's highest local repre-  
 "sentative that these parcels of land shall be given ~~to~~ <sup>have been</sup>  
 "given to us under conditions with which we are prepared to  
 "comply. And we have now the abrupt, cynical & base  
 "repudiation of this engagement. Apart from all questions  
 "of gain about which I am now careless, I am absolutely  
 "resolved to fight now for the principle of right which is in-  
 "volved. And speaking to you as one man of English blood to  
 "another, I say solemnly that if this decision is final, and if,  
 "by no effort, can the wrong be redressed, I will repay it a  
 "thousandfold during the remainder of my life. You will, I fear,  
 "be tempted to believe that I am using the language of  
 "incitement & emotion. But if you, as an Englishman, had  
 "been compelled to go through the experience of the last ten years  
 "in South Africa, you w<sup>d</sup> realise better what it all means  
 "to many thousands of Englishmen, left to a year ago, in

Common with many others, I had made every sacrifice of which I  
 was capable in unquestioning & unwavering faith that it was  
 the old justice of England for which all the sacrifice was being made.  
 It is not true. It is a hopeless fight in which we have been engaged  
 here, and I, for one, was glad to turn away to some country  
 where the same powerful interests were not engaged, where the  
 prize was not so great, but where we could yet do useful  
 & honourable service under the same flag. Surely, Sir, you  
 know that it was not wholly the desire for gain which prompted  
 our enthusiastic & steady work of the past few months in  
 promoting interest in the Protectorate? For myself I can say  
 that I saw an opportunity for honourable personal advancement  
 & not less for honourable public service & that for both  
 objects were equally desirable. But on the very threshold  
 of a complete change in my life, I am shown that the same  
 equal standard of British justice & right doing obtains with  
 you there as with us here. Without more exact information  
 than I possess at present, I am compelled naturally to  
 assume that the decision of the Secretary of State is intended  
 to apply generally, & that it represents a radical change  
 of policy as to land alienation or a repudiation some portion  
 of our actions as the Committee on the Protectorate. I am therefore  
 to assume that this decision is intended to invalidate, if  
 possible, the grants made not only to Mr. Palmer & myself  
 but to Messrs. Burnham, Lord Delamere, & to any other  
 persons to whom comparatively large grants have been made.

"This whole matter of speculation may however, be disposed  
 of simply if you will be good enough to inform me whether the  
 Secretary of State's decision is a general one, applying to all  
 large grants irrespective of the particular persons to whom  
 these have been made, or whether, on the contrary, it is directed  
 solely & only against the grants made to Mr. Kammer & myself."

The substance of my complaint exists to-day as it  
 existed two years ago. I have not enjoyed at the hands of  
 H.M. Govt either the equality of opportunity or the equality of  
 treatment to which an obscure citizen of the Empire as I may be,  
 I am justly entitled. On July 28. 1903 there were three  
 applicants for land, and these applicants only. Of these,  
 I was one, and Lord Delamere and the East African Syndi-  
 cate, managed by Major Burnham, were the others. From  
 the day of my application down to the present date, I have  
 throughout & consistently been treated by H.M. Govt by  
 methods & on principles different to the methods & principles  
 employed towards Lord Delamere & the East African Syndicate.  
 It is admitted, & even notorious, that I have taken a  
 leading & active part in the work of attracting settlers to  
 the country. No imperative considerations of public policy  
 have required that I should be treated differently to the  
 applicants contemporaneous with myself. And yet I have  
 been so treated even to the extent that the principles of  
 law involved in the law of agency & contract have been  
 in my case openly & avowedly set aside by no less an authority

than the Govt in whose safekeeping is entrusted the maintenance of all law. I have asked again & again for the reasons by which this differential treatment is held to be justified, and although yr Lordship has now lifted the veil of mystery which has hitherto kept me in ignorance of the official view of my case, I am compelled even now respectfully to submit to yr Lordship that the vital & fundamental element of my complaint has not yet been dealt with. And I now proceed to set out the reasons upon which I found this statement in the form of a recital of the history of my own application as contrasted with the history of the applications made by Lord Delamere and the East Africa Syndicate.

Dealing first with Lord Delamere's application, the following is a statement of facts. At the time of my arrival in East Africa Lord Delamere was a candidate for an official appointment, and it was understood that his Lordship specially desired & would obtain an important appointment in the Land Office. Being earnestly & deeply interested in the question of land settlement, I obtained an interview with his Lordship who was at that time unfortunately bedridden on the result of an accident. Seeing in Lord Delamere a gentleman who would shortly exercise an important influence in matters of land settlement, I sought earnestly to impress upon his Lordship my own views upon that important subject, and explained from what sources, & in what numbers, settlers could be obtained for the place of settlement I had in view. I was

greatly & pleasantly impressed by the evident & intelligent interest with which Lord Delamere listened to my views. Shortly afterwards I was informed that Lord Delamere had abandoned his intention of going into the Land Office & was an applicant for a large area of land in the Rift-Valley. It was not a surprise to me to hear that Lord Delamere was an applicant for land, because in my view every wise man who was free to do so ought to have made such application. But it certainly was a source of surprise to find that Lord Delamere had changed his whole plan of life with such striking suddenness after my interview with him. However that may be, it is important to point out that Lord Delamere's intention was to acquire a piece of land, in extent 100,000 acres & situated in the Rift-Valley, within the Masai Reserve and extending from the railway line near Naivasha on to what is known as the Kinangop Plateau. This is a fact which in view of ~~what~~ subsequent events must be regarded as of some importance. At that time, the plains of Njoro, just outside the so-called Masai Reserve, were clearly open to application, and with that object in view I inspected them. It appears however that Lord Delamere subsequently abandoned his application for Kinangop & made his application for 100,000 acres at Njoro, just outside the boundaries of the Masai Reserve. From these facts any reasonable observer must, I submit, draw the inference that Lord Delamere

had access to official advice & official information which was not accessible to an ordinary member of the public like myself. Without difficulty or delay of any kind, Lord Delamere obtained confirmation of his large grant of 100,000 acres at Nyoro subject to the condition that he must spend a sum of £5000 on development. Under such circumstances, his lordship was in a position to proceed at once, and without vexatious & damaging delay such as I have been subject to, with the work of applying his capital to the land in order as speedily as possible to derive an income therefrom.

The case of the East Africa Syndicate is somewhat different but it reveals the same story of exceptional privileges & exceptional treatment. On April 22. 1902 the Syndicate applied to the Foreign Office for a lease of 500 square miles "out of lands which are not in the occupation of any native tribe". The cash consideration was to be the expenditure of £10,000 in a trial scheme of development. To that application a favorable reply was addressed by the Foreign Office on April 23. 1902. The Secretary of State said that he was willing to lease 500 square miles "out of lands which are not in the occupation of any native tribe, subject to the approval of H.M. Commissioner. In this connection I may observe that the approval of H.M. Commr was never obtained, & that Sir R. Elliot resigned his position rather than



formally approve an arrangement w<sup>h</sup> he could not conscientiously sanction. On May 10, 1902 the Secretary of State again referred to this proposed grant in his letter to Sir C. Elyot. The grant of land was to be made for farming operations, the actual terms of the lease were to be left to the discretion of H.M. Commr. — a discretion w<sup>h</sup> was not in fact permitted to be exercised — and was to be so awarded as "to insure the fullest consideration for all ~~existing~~ native rights of cultivation & so forth, and to give the Administration power of interference on their behalf whenever necessary." On the same date Sir C. Hill addressed the Syndicate Directors in similar terms. The land would be granted "with special reference to the protection of native rights." These were the original conditions. The Parliamentary Paper shows to what a remarkable extent and in what a remarkable manner they were enlarged and varied. Up to this stage in the history of the Syndicate's application, two facts stand out with exceptional clearness. Lord Salisbury understood on the one hand that the land was required for farming purposes only & that the grant w<sup>d</sup> give no claim to minerals; and that, on the other hand, the grant w<sup>d</sup> be made only with special reference to the demands of sound public policy in regard to the protection of native rights.

At the end of May 1902, there arrived in the Ho-

Protectorate, Major Burnham who was clothed with special authority as the local manager of the Syndicate's affairs. It is interesting & important to learn in what manner the manager of the Syndicate spent his time & upon what particular objects he expended his employers' monies under their direct instructions. I respectfully ask of your lordship to consider what is the real meaning of the long report which was communicated to the Foreign Office on Nov. 24, 1903. Major Burnham explains in detail the work accomplished by "the various expeditions & the territory covered by them." His report deals at length with the work of prospecting for coal, gabsna, mica, gold, alum & copper, soda, lime, gold at Lake Rudolph, rumours of gold finds by ivory traders, opals, graphite, obsidian, diamonds, Samagumbo goldfield, and gold in German territory. It is further stated that an assay office - not a plough shed - was established in Nairobi; tests were made "without charge" as the writer naively says of any samples forwarded "to us" by residents of the Protectorate. Over 1000 tests were made of various classes, geological specimens, & samples of alluvial & quartz. In addition to this, the indefatigable & resourceful manager of the Syndicate's business had induced the native chiefs by simple presents to bring to him samples of the rock of their districts and any specimens of crystals of any value to be of value. At the end of his labours of "exploration"

(from May 1902 to October 1903), Major Burnham, as the responsible Manager of the Syndicate's interests, felt satisfied that he "had made a fairly accurate rough inspection of a good portion of the entire East Africa Protectorate and Uganda whose collective area is about 400,000 square miles". Major Burnham's work was the work of the East Africa Syndicate. It was prospecting work for gold or other minerals. It was work actually done in respect of minerals while Lord Dawson had been led to believe that the Syndicate wanted to spend its money on farming operations. It is true that the promise to spend £10,000 on farming operations had not been altogether forgotten. Major Burnham gravely reports the expenditure of £500 on certain agricultural experiments "as per our promise to the Government". The cost of the "expedition" or "trial scheme of development" was £27,000 of which £26,500 had to be spent in searching for minerals and £500 had to be spent on farming operations "as per promise to the Government".

After eighteen months of hard work, supported by an expenditure of £26,500, Major Burnham was regretfully compelled to inform his Directors that he could not find any evidence of payable minerals & that they had in fact lost their money. It may be observed that when these particular financial embroilments spend money in prospecting for gold they usually make enormous profits to be reckoned

in millions sterling if the adventure proves successful. When an ordinary man, playing for a high reward, loses an comparatively small stake, he is content to accept his loss. The East African Syndicate, as will be seen, was not in 1902 composed of ordinary men. It was "understood to be influentially supported". They had <sup>been</sup> promised an area of 500 sq. miles if they w<sup>d</sup> spend £10,000 on farming operations. They had spent £26,500 in a fruitless search for gold. If they had found gold, there is no doubt that the pretext of farming operations w<sup>d</sup> have been frankly abandoned. In spite of the fact that the grant promised did not cover minerals, there is no doubt that if minerals there had been this "influentially supported" Syndicate w<sup>d</sup> have held the Foreign Office to the bargain made for farming operations. As will be seen, the bargain had <sup>been</sup> made in respect of land not occupied by natives. Ultimately, however, the Syndicate wanted land which was occupied by natives. They wanted it because it was the best land w<sup>d</sup> offered them the best chance of recouping their loss in looking for gold. And in spite of the character of the original bargain, the Syndicate, which was "influentially supported" had its way and the natives had to go. But one stage in the search for gold, thus actually happened. Major Buchanan reports as follows: "On the shores of Lake Albert, we took up a prospecting area of 100 square miles - we were unable to find gold in anything like payable quantities." In spite of

effort, gold could not be found and the syndicate had lost its money. How was this loss to be made good? Could the Treasury and the British taxpayer be induced to see that the loss sh<sup>d</sup> be made good by them? A grant had b<sup>n</sup> promised for farming operations. Why not make the ostensible object of its existence, the real object of the lively concern of the Syndicate. Farming operations, if looked at in the proper light, is after all not much different from land speculation, and in the latter form offers excellent promise of huge profits if or <sup>2</sup> land can be obtained which has the necessary qualities. The Syndicate decided, therefore, that it would thenceforward become a syndicate of harmless farmers and innocent graziers. For Major Barnham had reported with conviction as follows:— "This land is a very valuable asset in the heart of the very region in tropical Africa in which a white settler can thrive & where children can be reared without fear of tropical diseases. . . . Whatever the decision of the Board may be concerning this land proposition, I hope it will be made up at once, lest we sh<sup>d</sup> lose the selection of this particular tract which I firmly believe to be the best possible in the country. . . . There w<sup>d</sup> be little difficulty in leasing or selling large tracts of this land to sheep farmers at a price which w<sup>d</sup> make us an extremely good profit or pay a very good interest on the total investment." In accordance therewith, with this report,

the Directors of the Syndicate decided to adopt the life & arms of the pastoralist in order to recoup their losses as prospectors for minerals.

It is important at this stage to direct yr lordship's attention to the personnel of the Syndicate. Who were these harmless farmers & innocent graziers? The "Transvaal Leader" of July 16, 1904 says: "The shares in the East Africa Syndicate are held by South African financiers & particularly by men in the Chartered group. The South African Gold Trust and the Consolidated Gold Fields of South Africa have an explicit place on the share list, while South African personalities like the Duke of Abercorn, Earl Grey, Mr Rochfort Maguire, Lord Deuonagh, Lord Harris, the Hon. M. Gifford, the Hon. Robert White, Mr Julius Moson-Thal, Mr L. Neumann, Mr A. Beit, Mr Jansen, Mr G. Stanley, Mr Leopold Hurich, & Mr Percy Farbutt also figure on the document." The Chartered Company, it may be mentioned possesses millions of untenanted acres in Rhodesia. The East Africa Syndicate is part & parcel of the combination of financiers wh<sup>ch</sup> was responsible for the Jameson Raid & wh<sup>ch</sup> in one place is known as the Chartered Co., in another as De Beers, in another as Wernher, Beit & Co., in another, for political purposes, as the South African "Imperial" Association, and which in Capetown, Kimberley, Bulawayo, Salisbury, East London, Bloemfontein & Johannesburg makes itself responsible for the control of public opinion.

through its ownership of the leading newspapers of South Africa. The Boer war cost Great Britain 200 millions sterling & 50,000 lives. It was fought at this cost to complete the task begun by the man who organised the Jameson Raid. In British East Africa this powerful combination of capitalists, with its ramifications and agents everywhere, is now known as an association of "pastoralists".

The land selected by the Syndicate with the object of recouping its losses in the search for gold was situated near Naisasha in the heart of the best & favorite grazing grounds of the illasari. It will be remembered that the Survey Office had expressly stipulated that the land to be selected should not be land in the occupation of any native tribe & that the lease to be granted in respect thereof should "ensure the fullest consideration for all existing rights of grazing.... & give the Administration power of interference on their behalf whenever necessary. The selection was to be subject to the approval of H.M. Commissioners" (No 2, April 23, 1902). The Syndicate had been informed as to the lease that "its actual terms will be left to the discretion of the Commissioners" (No 5, May 20, 1902). The Commissioners were authorized to issue a land grant "with such modifications as his local experience may suggest & with special reference & with special provision to the protection of native rights." (No 6, May 1902). It would be interesting to learn how these original provisions



were satisfied when it came to business. Major Burnham reports "Should it interest you particularly to see why the first selection of 100 miles was surrendered, please refer again to the telegrams & correspondence between Sir C. Eliot & myself w<sup>h</sup> were forwarded to you in the month of July" (No 25. Nov 24 03). Again (No 13. July 16. 1903) Sir C. Eliot has now reported that in reply to his proposal to grant the concession at a rent of half an anna per acre, Major Burnham has claimed the land rent free & has refused to come to any agreement as to rent without instructions from you. And again, Sir C. Eliot (No 33. Feb. 2. 1904) considers that the Syndicate should not be allowed to convert into freehold without the sanction of the Commissioners, as it is difficult to assess native rights on freehold. "I think terms offered too easy & time limit too large." And again. — The Syndicate had meantime submitted various suggestions for an alteration in the general conditions. No objection had b<sup>e</sup>n raised by Sir C. Eliot to the principle of the grant and the area had b<sup>e</sup>n actually selected by them. The financial aspect of the transaction being mainly one for H. M. Govt. to decide, negotiations were then carried on direct with the Syndicate. (Further after 14<sup>th</sup> Sept 1904) Clearly, when it came to business, the suggestion that the Commissioners was proposed to receive did not interest him much.

It is important to notice what the position of the natives was at this time, in view of the fact that the proposal of land to the syndicate had been accepted with a condition in regard to the natives. Mr Jackson, Deputy Commissioner, "has had some fifteen years' experience of East Africa & his knowledge of the native races is admitted to be exceptional if not unrivalled" (N.Y. Africa Nov 8. 1904). Mr Jackson who is thus described, is the author of a memorandum dated Nairobi 15 Aug. 1903 from which the following is an extract: - "The areas asked for by Messrs Burnham & Lord Delamere include both banks of the Rivers Gilgil & Merendal for the greater part of their course; Mr Chamberlain's recent demand includes both banks of the River Embet... in other words, three private individuals and a fourth representing a syndicate appear to consider themselves justified in depriving the owners of the very pick of their grazing grounds. We thus see what the demands mean to the Masai and I have no hesitation in saying that all these claims as they stand are so absurdly unreasonable as to be unworthy of consideration & that not one of them can be sanctioned without committing a gross injustice on the Masai." This is frank, clear and impartial. But Mr Jackson changed his opinion between August 1903 and February 1904 for reasons which have not yet been made clear. The change is a remarkable one. In August 1903 Mr Jackson was at Nairobi, in

the Masai; in February 1904 he was in London. On Feb 22 1904 Mr Jackson wrote: - "The Masai will never give us serious trouble so long as we treat them fairly & do not deprive them of their best & favorite grazing grounds ie. those in the vicinity of Lake Naivasha. Lord Delamere's application was therefore refused & he selected another area on the Molo River to which there were no local objections as the Masai do not extend so far to the west of the Valley. I was also given to understand by Mr Hollis, the Secretary, that Sir C. Eliot would not consider any further applications for large areas including Mr Chamberlain's application between Nakuru & Naivasha. To Mr Hemmer's application for land on the Mbarak River ... there were no local objections. This only left the Syndicate's 500 square miles to be considered, and for this purpose Mr Bagge, the Sub-Commissioner, called a meeting of the Elders who, after pointing that the area embraced the bulk of their ground, eventually agreed to raise no further objections provided the remainder might be left to them. I would strongly urge that no grants, except the Syndicate's, should be made." Surely this is very unobjectionable. Mr Jackson says the Masai will never give trouble if their best grazing grounds are left to them. He strongly urges that no ground shall be taken away from them except their best grazing grounds - the deprivation of which may lead to serious trouble. Mr Bagge was also in London in February 1904. He says: - "The Masai Elders

"were informed that an exception might be made in favour of the East Africa Syndicate grant which was to be managed by their old friend Colonel Eric Smith & to which under these circumstances no objection was raised". Sir C. Eliot has himself commented on this statement made by Mr Bagge to the Masai on October 14 1903 (No 23 Africa N.O.S.) It has never been explained whether at that time (Oct 14 1903) Mr Bagge knew or did not know that Colonel Eric Smith, who had been living in his (Mr Bagge's) house for some months & in daily association with Mr Jackson & Mr Bagge, was an Agent of the East Africa Syndicate.

Friendship, both old and new, has achieved much in British East Africa. Colonel Eric Smith, the old friend of the Masai, and the guest of Mr Bagge, became the Manager of the syndicate's affairs. His connection with the syndicate as its Manager came to an end as soon as the grant had been definitely signed & delivered. Since that time the Masai have seen no more of their old friend whose friendship apparently ceased to be an aid and firm basis of the financial combination at hand. Indeed the East Africa Syndicate was always "find old friends" for every body to carry through its projects & to convince its opponents.

No single British subject in Africa will be surprised at the results achieved by the syndicate. In August 1902 they applied for land for farming purposes out of lands

not on the occupations of any native tribe. In the same month the Secretary of State expressed his willingness to make such a grant subject to the approval of the Comm<sup>n</sup>. In May, 1902 the Secretary of State authorised the grant for farming operations; empowered the Comm<sup>n</sup> to settle the terms of the lease himself; and advised him to secure respect for all native rights. Between May, 1902, & November 1903, the Syndicate spent £30,000 in the prospecting operations of financial gamblers, and at the latter date were determined to reump their losses at the expense of the British taxpayer and at the expense of every settler who might this or in the future desire to build up a home in the country. The Commissioner fixed the terms of the lease, as he had been directed to do, and the Syndicate's agent refused to discuss them. The matter was referred to the Directors in London who in turn dealt thenceforward directly with the Foreign Office. A whole battery of naked artillery was trained upon the unreasonable and recalcitrant Commissioner who was only a servant of the King. Mr Jackson was caused to see the error of his ways and the fallacies of his logical positivism and the absurdity of his impartiality and what was the result? The Syndicate obtained the land it wanted - the pick of the Masai grazing lands. The Commissioner, having to uphold principles against the demands of unscrupulous greed, was sacrificed. Yet it is difficult to understand why his Majesty's

Government

should receive losses made by gambling financiers and  
 raise a high grade official to wash his hands of the  
 King's service.

It is necessary for me here to observe in connection with  
 the foregoing statements that no one who has even a  
 slight acquaintance with Messrs Jackson & Bagge can  
 refuse to pay a tribute of high respect for the qualities of  
 character possessed by these gentlemen. But neither can  
 anyone who knows them affirm that they are suited by  
 experience or abilities to be associated through their  
 important official positions with negotiations in which so  
 many & benefits for the financial combination which stands  
 behind the East Africa syndicate. It is known to every  
 white settler here that Messrs Jackson & Bagge were  
 strenuously & even bitterly hostile not only towards every  
 project of public settlement but also towards Sir Elliot  
 who was, and because he was, disposed to encourage such  
 settlement on legitimate lines. With unexcusable un-  
 wisdom they associated daily for months with the agent  
 of the syndicate who was indeed Mr Bagge's guest & to  
 whom had been entrusted the delicate task, when the critical  
 moment should arrive of dealing with the Masai. The financial  
 combination which employed Col Pitt had to search the  
 Masai has always known how and where to find the  
 necessary agents. The old friend of the Masai achieved his  
 mission at Naivasha, even as the old friend of the Bengala

performed his allotted task at Belawayo. Sir C. Eliot as the representative of the King was in duty & honour bound to see that the coming settlement of the Protectorate should be carried out in impartial & just lines. His own most trusted officers were disloyal to him, and he was not supported by his official superiors at Home. It is known here that Sir C. Hill, then Head of the Department in the Foreign Office, had long exercised anticlimactic criticism over the affairs of the Protectorate. He had been induced by the arguments placed before him by a certain Major Villiers - who was always at the Foreign Office in consultation with Sir C. Hill when a critical moment arose - to sanction the grant to a Syndicate "believed to be influentially supported". The conflict which ensued between these two high officials was concerned with principles of the highest public importance. But the rooms of the Syndicate can go anywhere & they can do anything.

In proceeding to direct Mr. Lush's attention to the circumstances under which my own grant was negotiated, I beg to lay special stress on one important fact. On June 23, 1903, I wrote to Sir C. Eliot as follows: - "It will be important for us to begin what arose to avoid or modify our own selections". Sir C. Eliot properly referred me for information on this matter to the Land Office and I was distinctly led to believe that an application for land on the Endroit River would be in order. Accordingly I made



applications for such land a month later, and I sent a duplicate copy of my application so that this might come under the notice of the Sub-Commissioner at Nairobi. No indication of any kind was given to me by any official that the land for which I had applied was not in fact open land, and this in spite of direct & regular enquiry on my part addressed to the proper officials. I ask your lordship in fairness to contrast the treatment then extended to myself with the special & favoured treatment extended to Lord Delamere. Had I been formally informed by any responsible official that I had made an unaccountable selection, it was open to me as one of the three earliest applicants to make another selection which would entail neither difficulties nor damage by delay. Such a course was made possible for Lord Delamere by "friendly" officials to my direct disadvantage, for had I been placed on equal terms with his lordship, I might have selected land as I proposed, and in any case I could have made a selection undisturbed by questions of native rights, prior to the selections subsequently made by the two or three hundred settlers whom I had myself caused to come into the Protectorate. I respectfully submit to your lordship that a great wrong was done to me even in this preliminary stage. I did my best to choose my land myself & without impugning the rights of others, whether white or natives. No warning of any kind was issued

to me, although a warranty was issued to another and contemporaneous applicant for a very much larger area, (See Letter marked "A" attached hereto)

It is necessary also to direct your attention to the progress & details of the negotiations between myself and the Land Officer. On Oct 21, 1903 the Land Officer advised me that my grant would be modified in order to reserve water rights for Indians (Letter marked B herewith). As will be seen from my reply dated Nov. 12, 1903 (Copy herewith marked "C" & "D") I recognized in a very ample sense the justice of this arrangement. But in his letter of Oct 21, 1903 (marked "1") the Land Officer referred to a matter of even greater importance. He writes: "The question of sanction of sale of larger quantities of land than 1000 acres is now under the consideration of the Secretary of State. On receipt of news from Home re sanction to convert into freehold the land applied for, I will inform you." This is a very definite & clear statement. I submit to your Lordship that I was compelled to believe that if the negotiations were pursued by the Land Officer this fact alone would signify that the required consent of the Secretary of State had been duly obtained. Not only were the negotiations handled by the Land Officer, but pressure was put upon me to do my share generally, and not a single word was said as to sanction of the Secretary of State. At the end of December

I received the letter (marked E" herewith) dated Nov 23-03. It is here definitely stated that the land will be leased; <sup>and</sup> that the draft lease is in actual course of preparation by the Crown Advocate. On the strength of this definite & clear communication, I began at once to arrange for the settlement of my affairs in South Africa & for the removal of my family to the scene of my new labours. During this period & for some two months subsequently I was also busily engaged in promoting the settlement movement which has since so completely changed the face of public affairs in East Africa. The land officer, as I have said, put pressure upon me to complete the business. On Dec 10. 1903 (letter marked "H") he writes "I am willing to keep the land open till Feb 28. 04 but I must have a definite answer before then, as the land cannot be kept locked up indefinitely. After this date, the land will only be treated at the current rate of R 11- per acre in the case of purchase of freehold". Your lordship will observe that this pressure & this warning were concerned only with a question of price & not with the question of the Secretary of State's consent. In his letter of Jan 6. 04 (marked "I" herewith) the land officer again presses me to complete the business. He writes: - "I beg to remind you that I should like to see you to take up the land on the enclosed terms after March 1st 1904". This letter of Jan 6. 04 covers the draft agreement which I was requested to sign.

and return, and I must dissent of Lordship's special, ~~contract~~  
 to the terms of the document. It states (1) that the lease  
 shall begin "from the first day of March 1904 at the  
 yearly rental of R<sup>s</sup> 1000 payable yearly in advance on the  
 first day of March in each year"; and (2) that... a  
 formal lease shall be executed & that "until such lease is  
 executed the parties, shall be bound... as if the same  
 were actually executed" What conclusions was I compelled  
 to draw & what action was I compelled to take in view of  
 these statements & the position of affairs? Wherein put my  
 signature to the document, I was bound to the new life  
 and to these new and heavy responsibilities both for  
 myself & for my family. As there was little time to spare,  
 I sent the money due for rent & made my final arrange-  
 ments for leaving South Africa. It is true that the consent  
 of the Secretary of State had not been obtained. I know  
 that now. But I did not know it then or my actions would  
 have been very different. It is true that this deficiency of  
 consent appears to bring my claims into conflict with  
 the settled law of the land. But par 4 of Land Ordinance  
 1902 states: "The Commt. shall not sell to any purchaser  
 more than 1000 acres of Crown land on one lot without  
 the approval of the Secretary of State, but nothing herein  
 shall invalidate any sale." I submit that ~~any~~  
 discreet persons who have done her best throughout to  
 act lawfully through the proper channels in the

regular manner I stood under the protection of the local law. What have I done at any time that shall be held as deserving of punishment in connection with this contract? I agreed to spend £5000 on 32,000 acres as contrasted with the consent & exaction of £5000 exacted of Lord Delamere in respect of 100,000 acres. I had chosen land after consultation with the Land Office, after asking for direction as to the areas I must avoid, and with the direct knowledge of the Commissioner, of the Deputy Commr (Mr Jackson) of the Assistant Deputy Commr (Mr Hobley), of the Sub-Commissioners of the Province (Mr Bagge) and also of the Land Office. Why was I not warned as Lord Delamere had been warned? I had expressed myself as willing to comply with native rights in the most ample manner. Mr Jackson & Mr Bagge might dislike my ideas on the subject of white settlement but they could not justly label me as hostile to the native interest. What wrong had I done? "A settler who takes up land in a new country exercises no exclusive privilege for he only does what any one else is at liberty to do. He undergoes many hardships, if not personal dangers, & perhaps runs some risk that the land may turn out badly & that he may have to abandon his improvements. He has engaged in a risky business it's not open to all, & his energy & good fortune have given him an exceptional high reward, others might have taken the same chance

as he did, & from a business point of view they ought to have done so if they thought that w<sup>o</sup>d. discounting all the hardships & risks of the venture, it w<sup>o</sup>d. yield a surplus. (Marshall "Principles of Economics" vol I. p. 494). I chose my land with as much judgment and skill as I could. Have I done wrong in choosing well - too well for others who w<sup>o</sup>d. like to share my choice? Is that the wrong I have committed & for which, during the last two years, I have suffered such severe & heavy punishment?

- On March 11, 1901, Sir C. Eliot informed me by cable that the Secretary of State had refused to sanction my grant. I left at once for Nairobi where I saw Sir C. Eliot in April 1, 1901 in the presence of Mr. Hollis. I pressed the Com<sup>o</sup> for an explanation & he was unable to give me any explanation. He stated that there appeared to be some misapprehension in the Foreign office of the circumstances; that he considered it best in my own interests to explain the matter fully to the Secretary of State in a despatch; and that he must request me to wait patiently for the reply. To this statement Sir C. Eliot added a further statement to the special importance of wh. I must direct yr. attention. Laying emphasis on the conditional clause he said - "If the agreement is unimpaired, you will receive 24,000 acres on the Endit & 8000 acres, reserved for the natives there, you will be able to choose elsewhere." With this statement before me I left Sir C. Eliot with a contented mind for the following

reasons. It was made clear that if the applicant was not  
 confirmed, this could only happen because of the demands of  
 public policy which must be general in their application and  
 before which every good citizen must bow. It was clear that I  
 should not be treated differently from anyone else & that my  
 prior rights as one of the three earliest applicants would be  
 protected as far as was consistent with public policy. It was  
 also clear that if the grant should be confirmed, my interests  
 would be duly protected under the contract I had signed. I was  
 to be free to choose elsewhere whatever land was to be given  
 me in order to protect the rights of the natives. If I had,  
 those lands which I had been deprived of the necessary amount of  
 hill pasturage near the Indian, I could obtain hill  
 pasturage elsewhere; if they were allotted land on the  
 plains, I could obtain a change of pasture for my own  
 sheep by choosing 8000 acres elsewhere. There was no  
 suggestion of reducing the amount of the land or altering  
 the terms on which it was to be obtained. The rights of natives  
 were to be secured even as my rights were to be respected  
 fully & equally. In brief under the contract was not to be  
 affected. I was satisfied because I was being justly treated  
 and that without the infliction of injury upon the natives.

Later on, the reason upon which the Secretary of  
 State based his objection to my grant was public policy.  
 Why did he object? Because my land was in a native  
 Reserve. But the Secretary of State who thus objected, had



himself just given a large grant of 500 sq miles practically  
 in freehold, within the same Reserve to a syndicate of  
 capitalists, who had originally been warned that they could  
 not have native lands and who were thus enabled by this  
 gift to convert a gas billing loss into a prospective gain  
 ultimately to be realised at the expense of the British  
 taxpayer and of every white settler who should seek to  
 build up a home in this country. The Syndicate's grant  
 in the centre of the Reserve was confirmed; my grant on  
 the edge of the Reserve was refused. Lord Delamere's grant  
 had been confirmed because it had been chosen elsewhere  
 than in this Reserve on the private advice of high &  
 responsible officials. My grant had been refused because,  
 although I had sought diligently to learn what areas to  
 avoid in making my selection, no single officer in the  
 public service had considered it consistent with his  
 public duty to warn me as Lord Delamere had been  
 warned. Lord Delamere's interests were to be protected  
 at every stage by my mistress, by every public officer.  
 My interests were to be defeated at every stage by  
 my mistress, by every public officer. I ask your  
 lordship why these things were done and upon what  
 principle of right conduct and of good, pure, and  
 impartial administration they can be defended &  
 justified?

In due course the decision to remove the Maccles

from the Rift Valley was arrived at. What could I do thence-  
 forward but believe that my rights would now be scrupulously  
 respected? In my letter of Feb 8.05. to the Secretary  
 of State for the Colonies, I have commented on the state-  
 ment w<sup>h</sup> had b<sup>e</sup>n made by Sir D. Stewart in the previous  
 September, and I beg respectfully to refer y<sup>r</sup> Lordship  
 to the contents of that letter. On Sept 21. 1905 I had the  
 privilege of an interview with Sir D. Stewart, and for the  
 first time I learnt on what grounds it had b<sup>e</sup>n decided  
 that I was entitled only to 20,000 a.m. When I explained  
 to Sir D. Stewart the statement w<sup>h</sup> had b<sup>e</sup>n made to me  
 by Sir C. Eliot on April 1. 1904 he said that he regarded  
 that as a most important statement and enquired  
 why he had not b<sup>e</sup>n informed of the facts before. In reply  
 to Sir D. Stewart's enquiry, I pointed out that up to  
 that time I had no means of knowing that all the  
 facts were not known to him so fully as they were to me.  
 As the result of this interview, Sir D. Stewart stated that  
 I might rely upon the matter being adjusted to my  
 satisfaction & that he w<sup>o</sup>. communicate himself with the  
 Secretary of State. He expressed a desire that I sh<sup>d</sup> leave  
 the matter entirely in his hands & abandon the visit  
 to England which I was about to make in order to  
 make public a other representations on the subject of  
 my complaint. I respectfully ask y<sup>r</sup> Lordship when you  
 will be gratified in visiting again to the Chamberlain.

made to me by the Magdalen's Representatives?

With great respect but with equal confidence I now proceed to deal with the statements & arguments in your Lordship's letter of Feb 6. 06. Your Lordship states that the despatches Nos 21 & 27 published in the Parliamentary Paper contain a full statement of the reasons which actuated H.M. Govt in cancelling my original contract with Sir C. Eliot. I respectfully submit that these statements do not answer my complaint in any sense, standing as I do with a contract in my hand and under the protection, not only of general principles of law which are as universal as the air we breathe, but also of the special law of the land in which the contract was obtained. This is indeed clearly admitted by Lord Lansdowne himself in Despatch No 27. His Lordship writes to Sir C. Eliot: "It would have been strange for you to have explained that you had in some respects misunderstood my instructions, that you had virtually entered into a contract with Messrs Chamberlain & Hammer, by which you were usually bound & from which you could not in honour recede, but that you saw your way to coming to terms with them... You might have laid these arguments before me and asked me to reconsider my decision." It is clear that Lord Lansdowne did not regard my contract as vitiated by considerations of public policy, or as in

itself, inconsistent with the supreme law of the public welfare. If Sir C. Eliot had acted in a different manner, his Lordship states, different treatment would have been accorded to me. The despatches No 21 & 27 are not in any sense an answer to my complaint. They are, it is true, a condemnation by a principal of the actions of his lawful agent. The heavy censure thus passed upon Sir C. Eliot may have been justified or not. But Sir C. Eliot's fellow citizens know that he has never been given a proper & adequate opportunity of defending himself. They know, on the other hand, that he was acting from a position of great difficulty in a matter in which the responsibilities were heavy, and that he was fighting for principles, however "correct or incorrect" his methods may have been, of the highest public importance. They know that Sir C. Eliot was unconsciously in conflict with the same financial combination which has for years & with ease controlled the policy of H.M. late Government throughout South Africa with disastrous results. They know that the agents of this combination were swarming every where and were able to influence not only the judgments of the less intelligent though honest local officials, but also the actions of the highest permanent officials in the Foreign Office (and through them the judgments and actions of the highest Ministers of the Crown absorbed in the discharge of other and

perhaps more important duties. In Despatches No 21  
 & 27, Sir C. Eliot is condemned unheard. But these  
 documents do not and cannot answer my complaint  
 or be held to satisfy my appeal for justice.

In your lordship's letter of Feb 6. your lordship next  
 proceeds to explain the reasons upon which Her Majesty's  
 for the violation of their action in reducing my grant  
 to 20,000 acres. It is clear that if my contract stood as  
 a valid document of which I was the innocent legal owner  
 the whole of this argument falls to the ground, for my  
 contract with Sir C. Eliot was a legal contract, superseded  
 by no supreme demand of public policy; or it was not.  
 Either I was the owner of 32,000 acres on certain terms and  
 conditions or I was the owner of no land at all. Lord Han-  
 down was fully advised as to the legal aspects of the case,  
 and offered me something substantial by way of satisfaction  
 (some 10<sup>th</sup> word) scarcely have been dealt with at all under  
 the circumstances which existed of their legality, cases have  
 been seriously questioned. His lordship also, in the same  
 despatch, recognises that the opinion of the Crown  
 Advocate must be held to count for something. It therefore  
 follows that if it was desired to amend or vary the contract  
 it could be so amended or varied only by voluntary  
 arrangement on my part. Such a very different course was  
 adopted by Her Government and have pointed out in  
 my letter of Feb 8. 1905. I was not permitted the usual

ordinary rights of a free man. My wishes and my interests were to be what the Government decided they should or ought to be. Sir D. Stewart, a second and impartial Commissioner, recaptured that the complaints of Messrs Chamberlain & Romner were just complaints. He sought to settle the difficulty with and for Mr Romner on the most generous basis which was permitted <sup>to him</sup> by the "Right or Wrong" edict of the Crown Office. But there was again and at once arbitrary interference of a most unintelligible character which demanded that we should submit to the very savagery of injustice.

It is important to point out to your lordship in connection with the above & in view of par. 10 of your lordship's letter that I was with no any sense a party to or represented at the interview which took place between Sir D. Stewart, Mr Romner, & Mr Allen about Sept 23, 1904. When I heard on Nov 10 of this interview and the manner in which my name had been associated with it, I wrote at once to the Commissioner Copy "L" headed repudiating the authority of anyone to make proposals in my name. I have not at any time since through Solicitors or anyone else offered to drop my claims for a lease of 32,000 acres. The proposal which you, I understand, submitted by Mr Romner on behalf of the Government, though my name was improperly associated with this proposal without my authority, was so submitted.

by Mr. Kemmer at the request and on the suggestion of Sir D. Stewart himself who stated that this was the best he could do for him (Mr. Kemmer) as the Foreign Office had said that, right or wrong, they would not depart from their intention of giving only 20,000 acres.

With reference to para. 11-16 of your lordship's letter I have tried to follow the argument therein developed. I have done this in the belief that as this argument has been formulated by one Great Department of State and has also apparently been accepted as good by another great Department of State, there must be some thing in it which is expected to commend the assent of the ordinary reasoning human being. But I cannot understand it. The legality of my contract was not seriously questioned by the highest legal advisers of the Crown. But it was desired in the interests of the Masais to modify the incidence of the contract by arrangement with me, its legal & innocent holder, Sir C. Elliot pointed out that if the Masais required 30,000 acres in the District I should be allowed to choose this one or else elsewhere. This was clearly just to the interests of all parties. Subsequently it was sought to deprive me, not of 30,000 acres but of 12,000 acres; to alter the terms in which it had been agreed to give me <sup>any</sup> land at all; and even to deprive me of my clear right of selecting the balance of the 32,000 acres elsewhere than on the District.

While this argumentative structure (para 11-16) has been in course of erection what, in the meantime, has become of the laws of contract and agency? What has become of the local land law, under the very shadow of which the building has proceeded? Clearly those great principles of law have been argued out of existence into another world of wrong and lawlessness. And, further, the piece of land originally applied for, has, we may agree, necessarily been divided into two separate pieces - one for the natives and one for myself. This has been done at my expense, because the natives are there. But when the natives are taken away, I am to pay again for that also in the shape of higher rates. I am to be punished twice over. "From him that hath not shall be taken away even that which he hath". Yet, if this principle was sound in my case, why was it not regarded as sound and applied also in the case of my two contemporaries - Lord Delamere & the Syndicate? But it is pointed out to me that the grant to the Syndicate was an exception - not a precedent. It is also clear that the grant to Lord Delamere was also an exception - not a precedent. Out of three applications for land on July 23, 1903, two cases were thus treated as exceptions. Clearly, then, the third case was to be regarded as the true precedent for future guidance. And what was this precedent intended to establish, that the laws are of no avail and that the King's justice does



not obtain in this portion of His Majesty's Dominions?

I enclose, for V<sup>r</sup> Lordship's consideration, Copy of a document <sup>(marked "A")</sup> which shows that within the space of two months I caused one hundred & eighteen settlers to enter the Protectorate. Personally, I have not yet heard of any single settler who has been induced to come into this country either by Lord Delamere or by the East Africa Syndicate.

In making these representations to your Lordship I have tried hard to be just and temperate - just to others, and just also to myself. If I have spoken harshly of any man who may have acted in honest ignorance as to the nature of the wrong in which he was unconsciously assisting, I desire respectfully to engage your Lordship's sympathetic tolerance. A man who has for two years laboured under a deep sense of injustice cannot easily modulate his tones. Your Lordship sits in the seat of judgment. I ask at your Lordship's hands the justice which my manhood and my instincts as a British subject alike compel me to seek at all costs. I ask your Lordship either to place me in the position which I occupied in March 1, 1905; or to grant a full and public enquiry into all the circumstances under which I have been so unjustly deprived of my rights in that position.

I have the Honour to be

My Lord,

Yours faithfully

Robert Chamberlain

Wairani.

14/5/07.

867

A

Lead Application.

Sir,

I beg to state that your application for 32,000 acres of Land in the Waiverua province has been forwarded to me by H.M. Commissioner with instructions to enter into correspondence with you on the subject.

I would here reserve that your application sent me through Mr. Ainsworth which is a copy of that sent by H.M. Commissioner was forwarded by me to Mr. Rogge H.M. Sub-Commissioner Waiverua for favour of his remarks as to local objections he is on tour in his district so that I have not yet had his reply, but the only one I consider likely to occur is as to how far the question of native rights are affected. I believe that this question is now under the consideration of the authorities, & as to where a reserve for the Wairai shall be made. The suggested terms are 1/2 an anna per acre rent with the possibility of converting into freehold at (3) eight annas per acre.

This however will have to receive the sanction of the Secretary of State.

Any further information I can give you I shall be pleased to furnish.

I am

Sir,

Your most obedient servant

sgd. F. Barton Wright.

Land Officer.

H. Chamberlain Esq.

Waiverua.

36

11 B  
Nairobi, 31st October 1908.

668

With regard to your application for 32,000 acres of land near Sakuro  
I beg to state that there is no objection to leasing you the area applied  
for at the current rate of 1/2 an anna per acre per annum, the condition of  
rejection of sale of larger quantities than 1,000 acres is now under the consider-  
ation of the Secretary of State. The rate of sale is Rs. 1/- per acre for  
ranging land and Rs. 2/- for Agricultural land per acre.

The present "lease" admit only of the sale of 1000 acres.

I would also add that as at certain times natives are in the habit of  
watering their cattle at points included in the area applied for a clause could  
be inserted in your agreement to the effect that this right should be retained  
by the natives.

On receipt of news from those re-sanction to convert into freehold the  
land applied for I will inform you.

I am,

Sir,

Your obedient servant

Edw. R. Norton Wright

Land Officer.

E. C. Waterlain Esq.  
Johannesburg.

39

12th November 1905.

Martin Wright Esq.

Land Officer

Nairobi.

British East Africa.

Sir,

I beg to acknowledge the receipt of your letter of 21st October re my application for 28,000 acres of grazing land near Nakuru Lake.

I note the stipulation with regard to the rights of natives to water their cattle at points included in the area applied for, while I have no objection to the insertion in the agreement of such a clause as you suggest, it would, I think, be fair and just if this proposed clause should empower me to reserve entirely for my own exclusive use a certain proportion of the watering places for stock, however small this proportion may be. There are at least a dozen such watering places on the Indrit River. As you will readily understand, it will be important to protect expensive imported stock from the danger of infection from native cattle and sheep. If every watering place without exception is made legally accessible to the native stock, there will be no possibility of keeping imported sheep free from any such; and, under such conditions, expenditure on fencing will be entirely discouraged. I do not wish to be or to appear unreasonable in this matter, and I think it will not be unfair to the natives if power is given to me, in the clause suggested, to fence off and retain for my own exclusive use any twenty five per cent (25%) of the total number of watering places on the farm.

You state that the rate of sale of the land is Rs. 1/- per acre for grazing land. There must, I think, be some misunderstanding as to the arrangements already definitely entered into with me by N. V.'s Commissioner.

Mr. B. S. Plesner and myself saw the Commissioner in his Railway carriage at Nakuru Station on August 2nd. At this interview Sir Charles Elliot informed us that he accepted our applications and that the land would be granted on the following terms:

Rent at 1/5 Anna per acre per annum on a 99 years lease with the option of converting into freehold at eight Anna per acre in sections of ten thousand (10,000) acres at a time. The result of this interview is recorded in my

by Siry, and the terms of purchase as originally arranged are further confirmed in your letter to me dated Nairobi 16th August in which you inform me that my application had been forwarded to you by U.V. Commissioner with instructions to enter into correspondence with me on the subject.

At a further interview which we had with Sir Charles Elliot at Mombasa on Thursday, 27th August when the terms as to land rent and purchase were again confirmed.

I feel sure that reference to U.V. Commissioner will result in the confirmation of the foregoing statements and that the misunderstanding will be corrected by reverting to the terms for purchase at eight shillings per acre as originally arranged.

I have the honour to be,

Sir,  
Yours faithfully,  
J.D. Robert Chasberlic.

Nairobi 28th November 1908.

With reference to your application for 22,000 acres of land near Nakuru as instructed by U.V. Commissioner to inform you that he is willing to lease you on a 25 year's lease the land applied for at the rate of 1/2 an anna per acre per annus conditional on the sum of £5000 being spent in development during the 1st 5 years of lease. If these conditions have been fulfilled he will be willing to allow you to convert up to 10,000 acres in to freehold at the present current rate of Rs. 1/- per acre, trusting you will favour me with a reply at an early date.

I am,

Sir,

Your most obedient servant.

sgd. R. Barton Wright

Land Officer.

W. Masterlain Esq.

Cent Club.

Wohoneestuff.

With reference to your letter of 28/10/08 I beg to state that the draft lease is in course of preparation by the Cross advocate and will be forwarded at an early date for your approval.

sgd. R. Barton Wright.

Land Officer.

East Africa Protectorate.

Survey & Land Office.

Nairobi, 18th December 1933.

672

Sir,

In reply to your letter dated November 15th 1933 to state that H. V. Commissioner has decided that in the case of yourself and Mr. A. Plesner owing to the large area applied for and owing to the fact that you were among the first applicants that he will allow you to convert into freehold at the rate first suggested, i.e. 8 annas per acre.

It is true that I quoted this rate in my first letter but I stated that it was subject to the sanction of the Secretary of State. The only previous rate of grazing land in this country was at Rs. 1/- per acre.

I consider your request of modification regarding watering places for stock fair and reasonable, and will have the required alteration in clause.

The terms will be therefore be as follows:-

1. 8 Annas.

2. 1/2 annas per acre per annum.

3. Possibility of conversion of 10,000 acres into freehold at 8 annas per acre after 5 years if 25000 have been exceeded in development.

I am willing to keep the land open till January 1934, 1904, but I cannot have a definite answer before then, as the land cannot be kept locked up indefinitely.

After this date the land will only be treated at the current rate of Rs. 1/- per acre in the case of purchase of freehold.

I am,

Sir,

Your obedient servant.

W. J. Spring.

Acting Land Officer.

Mr. J. H. B. B. B.

and Mr. J. H. B. B.

East Africa Protectorate 573  
Survey & Land Department,  
Nairobi, 4th January 1904.

I have the honour to forward herewith a Draft Agreement for lease of land applied for by you. Please sign and return same.

I beg to remind you that I cannot extend your option to take up the land on the enclosed terms after March 1st, 1904.

I am,

S. P.

Your most obedient servant.

sgd. E. L. Harris

for Land Officer.

Robert Chamberlain Esquire.

Land Agent.

Johannesburg.

Enclosed.

W.H.K.



"L"

671

W.P.F.

Rand Club, Johannesburg,  
Nov 1904

Sir,

My Land Grant Enderel River

Yesterday (Nov. 8) I received a letter from Messrs Joubert & Co., Solicitors, Nairobi, dated Oct 13, last in which they inform me that on Sept 23, last they made certain proposals to you on behalf of Mr A. S. Hammer, and that my name was also associated with these proposals.

I have the honour to inform you that my name was not associated without my knowledge or authority, and that I am not a party to the proposals made on behalf of Mr S. Hammer. I have made no proposals in respect of my own land nor have I authorized any one else to do so on my behalf.

~~Further~~ I may take this opportunity of stating that on July 24 last I addressed a communication to H. M. Government, through Governor Viscount Milner, and on Sept 5, last I further addressed the Secretary of State, and that I am still awaiting the reply of H. M. Government to these two communications.

I have the honour to be, Sir,

Yours faithfully,

Robert C. Lamberton

Sir A. Stewart  
K.C.M.G.

Off. Commissioner & Council Genl.

British East Africa.



675

C  
13144

DRAFT.

V.P. of P  
F.O.

2202 21020

30<sup>th</sup> May '06

MINUTE.

- V. *Whio* 22/5 3558
- V. *Read* 23
- X M. *Anthobus* 36
- Mr. *Cox*
- M. *Lucas*
- H. *Cooper*
- Dr. *M. Osmannoy*
- Mr. *Churchill*
- The *Earl of Elgin*

2 Apts.

Comms to P.P. No 69 4 Feb  
 Mr. Chamberlain to P.P. 8<sup>th</sup> March  
 Comms to P.P. No 94 5<sup>th</sup> March  
 Mr. Chamberlain to P.P. 11<sup>th</sup> March

Per  
 With refer- to your  
 letter of the 29<sup>th</sup> Jan<sup>y</sup>  
 I am directed by the  
 Govt of Elgin. The transcript  
 hereon, to be laid before  
 Secretary Sir Edward  
 Grey, the accompanying  
 copies of further copies  
 on the subject of the  
 grant of land in the  
 C.A.P. to Mrs R. Chene-  
 baier, together with  
 a draft of the deed which  
 H.E. proposes if Sir Edward  
 Grey concurs, to be drafted  
 by Comms in reply

Wm. B. L. ANTHOBUS

77  
Draft for F.O. concurrences

19174



676

DRAFT

C.A. No 350

20 June  
May '06

Comr  
Col Sadler

MINUTE.

- Mr. Ellis 22/5
- Mr. Head 23 8872
- Mr. Andrews
- Mr. Cox
- Mr. Lucas 19 June 10866
- Mr. Graham 4.3.R.
- Mr. M. O'Connell
- Mr. Churchill
- The Earl of Elgin

Per I have the honor to  
ack the receipt of your  
depts No 69 of the 9<sup>th</sup>  
Feb and No 94 of  
the 5<sup>th</sup> of March  
the subject of the  
grant of land to Mr  
R. Chamberlain, & to  
transmit to you for  
your info the accompany-  
ing copies of further  
letters from the  
on the subject.  
In his letter of the 10<sup>th</sup>  
March Mr. Chamberlain  
wishes to propose the

Chamberlain to P.O. 8 March  
to do 11 March

C.A. No 350

entire question of the  
reasons for the reduction  
of the grant from the  
32,000 acres for which  
he originally ~~ought~~ applied  
to the 20,000 acres now  
offered to him. I  
have to request that  
you will cause Mr.

Chamberlain to be informed  
that the grounds on  
which the action of H.M.S.  
Gardner in this matter was  
based ~~was~~ fully explained

in the letter from  
this Dept of the 6th Feb. 34/22/05

last, and in the Parly.  
paper enclosed in it,

and that it does not  
appear from the above  
necessity to want to  
modify that letter in  
any particular  
except the omission to  
state that

by his letter of 9th Nov. 1905  
Mr Chamberlain claimed  
to repudiate the action  
of his solicitors in offering  
to accept <sup>at least</sup> 20,000 acres  
with an option of purchasing  
a further area. The  
omission, however, does  
not appear to be a material  
one, more, I repeat from  
the question how far it was  
implied for Mr Chamberlain to repudiate  
the action of his solicitors,

the offer in question was  
not accepted by H.M.S.  
Gardner, and, moreover,  
subsequently (viz. on the  
2nd Feb. 1905) he himself  
accepted the terms on  
against which he is  
now protesting, i.e. a  
base of 20,000  
with an option of purchase  
over 6000 acres.

In the last part  
of the letter from this  
Dept of the 6th Feb. 1905