

EAST AFR PROT.

No. 21149

E 15
21143

14 JUN '92

(Subject)

Mangrove Concessions

C. Anderson

To the Hon. Secy (East Africa) in name of the Hon. Secy
 Mr. Anderson has been informed since 1904 & wishes to see
 settled the removal of trees in preparation & grant of land to
 members trading & development of land.

(Minutes)

Mr. Heath
 This bears with their
 10/2/92 on the report of
 timber & 20/2/92 on man.
 your book more favorable to
 the fact. We need not enter
 force on behalf of the Member
 Trading & the Dual Point
 Syndicate (12,000) who were
 anxious to grant. Mr.
 Anderson's claim
 of 1/2 by 1/2

W. H. Heath
 1/2
 7/6

21149



151 21143

SECRETARY OF STATE

Nairobi,

10th 1904

No. 190

1904

K. 1274

I have the honour to transmit to Your Lordship herewith a copy of a letter with enclosure which I have received from the Commissioner of Lands setting forth the terms on which I have sanctioned the granting of certain concessions South of ... Charles ... The former lease contained stipulations regarding ... areas which have proved unworkable. I think the new lease ... is found suitable.

Mr. Charles Anderson, who is associated with Messrs. Smith Mackenzie and Company, has held the concession since 1904. I therefore considered that he was entitled to a renewal of his lease in preference to the granting of a fresh lease to the Kesteven Trading and Development Syndicate, whose application for these southern areas was forwarded in Your Lordship's despatches

S. H. Principal Secretary of State

for the Colonies

Downing Street,

LONDON, E.C. 4

ms
11269
12016

would have meant that the...
 Trading and Development...
 I have the...
 respect,

Your forship's most obediently
 humble servant,

Henry Buller

ms 11269 + 12016

0.00/40.)

14 IN
193

LAND COMMISSIONER'S OFFICE,
HAIKOLI,
OCT. 14, 1907.

Your Excellency,

Mr. Charles Anderson has been given three leasehold
leases as follows:-

LOCALITY.	DATE OF LEASE.	TERM.
Kaui.	1st. Aug. 1904.	5 years.
Oahu.	15th. Dec. 1904.	6 years.
Molokai.	1st. Sept. 1905.	4 years.

The places are situated south of Honolulu, and contain
practically all the sugarcane area in that part of the
Protektorate.

Last year Mr. Anderson asked if his leases could be
extended so as to enable him to lay out more capital in
the business, and upon your Excellency's approval he
was informed that his request would be granted on certain
conditions.

The new conditions were explained to him, and he
agreed to some of them, and finally he asked the
Commissioner of the Land Office to be authorized with
him in the new leases. I then arranged a conference at
which

BY THE COMMISSIONER

WILLIAM HARRISON WOODWARD,

LANDWARD.

which were present besides myself, Mr. Charles Anderson,
two partners of the firm of Smith, MacKenzie & Co.,
Mr. Battalcombe Acting Conservator of Forests, and Mr.
(behind the Forest Dept.).

Mr. Battalcombe has seen the mangrove areas here the
once, and it is believed that with proper restrictions
leases may be given which will be profitable to the
lessees without injury to the forests. There is a considerable
demand for mangrove bark; the timber is only of
local use.

After the conference I wrote a note a copy of which
is attached. The existing leases contained stipulations
regarding felling areas which have been found unworkable.
Labour is a difficulty, and it is necessary that the
working areas should not at any time be too far from the
residences of the labourers. To meet this difficulty we
agreed (at Mr. Battalcombe's suggestion) to have felling con-
ducted in groups, one group being allowed to each labour
centre, it being a condition that work in each block
must proceed continuously and that when finished the
block must not be again worked until the Conservator of
Forests gives permission.

Isolated trees are only to be cut if surrounded by
seedlings.

No block of more than 1000 square feet should be
left in any felling area.

No mangrove trees under 6 inches in diameter should
be felled unless they are to be used for firewood. For other uses
it is only used for firewood, it is not considered
necessary to fix a minimum size as in the case of
mangrove (*Avicennia marina*)

61

4. The existing leases reserve all rights of ~~the~~ Collector of Forest reports that the natives have established a right to cut mangrove wood for their houses, and other wood for fire wood, and these rights must be respected. Firewood for burning lime and making pottery, and for sale, they should be and are chargeless.

5. The lessee is bound under the existing leases to pay rent as follows:-

Fixed.	Rs. 250. per annum.
Dist.	Rs. 200. "
Produce.	Rs. 500. "
	<hr/>
Total.	Rs. 950

As well as 10 per cent royalty ~~on value~~ on all timber, and 20 per cent ~~on value~~ upon the export price of all mangrove bark.

I propose that these rates be adhered to in the new leases, which should be for 10 years with effect from the 1st. Sept. 1907.

6. The other stipulations in the existing leases which are to be maintained are.

- (a) Crown Lands Ordinance applies, and no transfer permitted without the consent of the Commissioner.
- (b) Provisions made for planting trees.
- (c) Lessee may determine how long or giving three months notice.
- (d) Foresters reserved.
- (e) Proper books and accounts to be kept.

7. I have the honour to ask that the new leases as above

let me

Page 4.

set out may be approved by Your Excellency.

I have, &c.,

~~Sd/-~~ J. MONTGOMERY.

Commissioner for Land.

COPY OF THE ABOVE DISCUSSION.

Yesterday had a consultation on this question with the following attendance:

Mr. H. Hutchinson.	Conservator of Forests, Cape Colony.
Mr. J. G. Jacobs.	Acting Conservator, do
Mr. C. Anderson.	Present Assessor.
Mr. Nicol.	of the I.P.O. of
Mr. J. Wilson	S.M., Middelburg and Co.

Messrs Smith, Macdonald wish to be brought into the new lease as partners with Mr. C. Anderson, and the latter agrees. This will be decidedly advantageous to Mr. Anderson and also to the Government. After some conversation we came to the following agreements:-

- (1) A new lease will be given for 10 years with effect from the 1st Sept, 1907 for the three areas of Pongwe, Pundzi, and Dasi in the name jointly of Messrs Smith, Macdonald, and Co., and Mr. Charles Anderson.
- (2) Owing to the scattered nature of the work to be done, and the difficulty of moving labour, the system of formally marked out blocks will be given up, and the following system will be introduced.
Fellings will be administered in groups, one group being allowed to each labour centre, subject to the proviso that the cutting of each group proceeds regularly and that any portion of group once completed shall remain closed until permission is given to re-open it.
- (3) Isolated trees will not be cut unless surrounded by seedlings.
- (4) Two questions left for determination after further enquiry of the spots. These were
 - (a) What quantity size of blocks should be
 - (b) What size of trees of each kind to be cut.

(5) Other clauses in the present agreement regarding the powers of the Conservator, amount of royalty etc. will be adhered to.

(6) As the natives have certain rights to cut wood for their own use, such rights should be defined, and the Conservator should have legal authority as issued by law to take action against any persons who exceed such rights.

I shall be obliged if Mr. Hutchins in his coming tour on the Coast will be good enough to consider and advise on the points mentioned in (4) above, and will give me benefit of his advice.

~~W. J. HORTON~~
 COMMISSIONER FOR I.A.D.
 22-3-'09.