

EAST AFR. PROT

£305



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REC'D
REG. 5 MAR. 4

H. H. S. Carnegie, Major R.F.

LAND GRANT

1914

28th February

Further as to his claim. Appeals for early settlement so that they can get on to their land without delay.

Last previous Paper.

Gov
2413

Major Br. G. Fiddler
 The Sentinal File is 40536 1/2
 sufficiently corroborates Major
 Carnegie's statements, though there are
 of course the usual references to
 interviews which there is no means
 of checking & some of the later correspondence is
~~some wanting~~
 As to the Kaitipia area having already
 been surveyed (in 1902-3) I can find
 nothing; but the chances are, judging
 from the fact that there was no properly
 organized survey dept then and from
 the copy of Major Carnegie's own plan
 (Sec. File, vol. 3 in no. 87), that
 the survey was a rough one - intended
 mainly

copy for Col. Cairns } 17 March 14

at subsequent Paper.

16655

mainly for defining the Belmont & Cole areas. Major Carnegie regards this plan as good enough for him to exercise his priority of choice. I doubt it. The letter of April 18th 1910, which did all the work, speaks of priority of choice of the new farms, and clearly presupposes a marking off of the available area into new farms before the choice is exercised. Indeed, any unregulated choice of shape & boundaries as well as general position would be unfair to the last choosers - for one thing they would probably find no water left.

The trouble has arisen through a promise of land in Laidipia or its vicinity having been given in the letter of 18.4.10. It has never been ^{yet} & is not possible to return that promise. Claimants can have offered land elsewhere (Sept. 1910 & 22 Apr. 1912), & also apparently

early in 1914. - one of 10 of Major Carnegie's present measurements; but it is not clear that the Govt. can be held to be released from their bargain by these offers, and it appears that the land offered elsewhere could not include the 50% addition for compensation. Major Carnegie accepted 2000

of such in lot 41, S.7.

1/2, Encl: 1,

encl: 4,

No 66

I agree H. J. R.

claim (i.e. it was agreed that his claim for 50% addition should not be prejudiced). In this matter, as well as in getting money compensation in addition to extra area and in having Lady Southey's claim put on the same level of priority as his own, he seems to have received specially favourable treatment already.

He was told in Oct. 1912 that he had been very well treated & that no further claim for compensation would be entertained. That would be 18 months ago, & there is no prospect of a settlement for another 12 months even if the Major's appeal is abandoned or fails. There must I think be some limit to the time during which terms agreed upon in 1910 & 1912 can be considered reasonable.

But Major Carnegie's case is not to be dealt with by itself. Though his land (Sotok & the Sereh valley to the south) was not in the S. Guroo Nijiro valley it comes under the same category & the S. Guroo Nijiro people must have the same treatment - so far as all lands as those who occupied are concerned. It is not in the

little bit allowed to admit on a
12 year old plan that land they
want so much the rest in time &
the confusion would be hopeless.

I have not attempted to criticize
Major C's claim, but a great deal
of it relates to the fact of disturbance
(not to the delay in re-settlement) &
must be considered to be covered by
the original survey.

? Copy of letter of 28/2/14 & of
the typewritten claim & for
Common & early report on the question
of additional compensation to all these
people in connection of the delay which
has occurred.

[We have nothing definite as to
Major's appeal. Apparently they have not
appealed to the local court for leave to appeal
& they must now make an appeal to the
G.O. District Court itself for permission to
do so. But there is no time limit to this
may be 30.]

G.O. 9/3/14

The first title as a ¹⁰/₂₄₁₃ that it
not the survey but the Major's action
which is the stumbling block. The

appeal to the High Court was dismissed
on the 23rd Dec/13 & the first title is dated
the 20. Jan 1/14 so that he is clearly
thinking of the further appeal which
the Major may make to the Judicial
Office. I understand that there is
no time limit for the appeal & as they
have made no move at present, the
question may be hung up for a
considerable period.

On the other hand Major C. will
not take his land outside the
Lushington.

There seems, therefore, to be a dead-lock
unless we put Major C. into Lushington
& run the risk of the Major bringing
a further action. If we were dealing
with Major C. alone, I do not know
that there would be much risk in this
for (a) we do not know that the
Major are going to bring a further action
(b) that they would be successful if
they did, & (c) that, if they were
successful, their land would then re-transfer
to Lushington & not pecuniary compensation,
& (d) that, if they were re-transferred,
some an adjustment could not be
arrived at, whereby the Major could be
given 20,000 acres / Lushington contains
about

about 2,000,000 acres) should be in
exchange for the 20,000 acres due to
Major C. & Lady Southwick.

But, if we let Major C. in, there
is the risk that the other claimants
will demand similar treatment, & the
total area of the claims is ^{about} 180,000 acres. ^{same time} At the ~~other~~ ^{other} hands
the other claimants have made no
sign, so far as we know, & it looks
as if we sh^d. have less trouble
in dealing with them.

I think that we sh^d. put these
points to the frst who writing is
proposed by Mr. Bottemley, pointing
out that considerable hardship is
being inflicted on Major C. & that
it is very desirable that some
solution sh^d. be arrived at in
the near future.

H. V. B.

9/11/14

Major Carnegie puts his case clearly &
temperately. Without going into the details
of his claim, I consider that - broadly speaking -
he has been abominably treated, & that

to the late Gov. & that it is incumbent
 on us to see that his claim is dealt with
 quickly. I don't think that we are under
 any obligation to wait for a problematical
 Messer appeal (w. doubtless rests on the
 ability of the lawyers to squeeze sufficient
 catch out of the Messer) and I wd much
 rather risk getting into a mess by endeavoring
 to do justice than to go on dawdling indefinitely
 & inflicting further injury on men who have been
 guilty of trusting the assurances of a Br.
 Governor.

In writing sending this to the Gov. I
 wd write in the above sense (certainly loved ^{you})
 and wd urge him to expedite the settlement
 of these claims.

And tell Major C. that the D. of P.
 has carefully considered his letter, regrets the
 loss & inconvenience to all he has been put
 at having been due to causes beyond the
 control of the D. of P. or of the present Gov. &
 is in communication with the latter as to
 the possibility of relinquishing his claim
 in the near future. P.M. 9.3.10

Saml. J. Mayhew. U.S. 10. 3. 10

Draft as proposed - but to ~~only~~
Helena Carnegie referring to her
brother - for my sig.
and return the pencil notes
now in the envelope.
As proposed to God:

H. 11. 3. 14

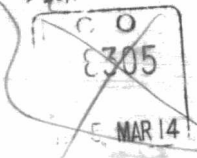
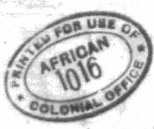
References.

of Jan 12 1914.
1947/1914 of Jan 19
of Jan 30.
1913/1914 of Jan 24.

1917
1913
1914

From Major the Hon^{ble} R F Carnegie
To
The Under Secretary of State
Colonial Office, London.
SW.

6157



Leys Castle
Inverness
February 28. 1914

Sir,

With reference to above quoted correspondence, I have the honour to submit to you the following facts.

After being placed in the Reserve of Officers in 1906, I decided to take up farming in British East Africa, where I arrived that autumn; and starting with moderate capital, I acquired some land from the E A Protectorate Government, on a 99 years lease, and took up cattle farming: Being fairly successful in this, I decided to extend my operations to sheep and ostrich farming, and by a joint agreement between Susan, Countess of Southesk, and myself, we decided to apply for land for this purpose; I holding Power of Attorney for Lady Southesk, and directing the undertaking in East Africa.

So that, in January 1908 we applied for a 99 years lease of, and obtained, 10,000 acres of land in the Lemek Valley, which lies south of the Sotik Country, and 100 miles south of Lumbara Station, in the EA Protectorate.

1547.
2413,
2413.

I would like to mention here, that a number of settlers had obtained leases of land on the Southern Mauvo Nyiro River, in the same district, but quite apart from the Lemek Valley

This point is of importance to me, as Lemek Valley has constantly been mixed up with the S. Mauvo Nyiro by the B.E.A. Land Department, who sometimes appeared to think it was the same locality; and seeing that the Governor, Sir Percy Girouard treated quite separately with these settlers to Lady Southesk and myself, and made different terms with them as to the vacation of their land, it is of importance that our cases should not be treated as identical.

I spent many months, assisted by Mr. H.B. Brooke, who also owned a farm in Lemek Valley, in constructing a rough wagon road from Kericho, towards the Sotik, as there was no road for wheeled transport at that time. This entailed considerable expense; and later, the portage of stores, agricultural implements and food supplies for 100 miles, from the railway to the valley, was a constant and heavy drain on my resources.

I created a homestead, and substantial if rough buildings for live stock and otherwise, upon Lady Southesk's land and my own.

got together a considerable herd of cattle and flocks of sheep and ostriches, broke new ground & planted lucerne started irrigation, and generally settled down upon the land.

I then returned to England for a few months, to recruit from the African climate, leaving Mr. Brooks in charge of the farms, as my manager.

I regret the length of these preliminary explanations, but they are necessary, in view of what follows.

When in England, I received a communication from the Land Officer dated 3 June 1909, asking on what terms we were willing to vacate our farms in the valley, and proposing 50% more land in the (then) present Northern Mauvo Reserve, or its vicinity as compensation for such vacation.

After some correspondence with my manager in East Africa, I was able to reply to this proposal, on November 24, 1909 acquainting the Land Officer with my views, in a letter.

Viewed as a simple exchange of land, to take effect at once, this 50% addition of land in such place or vicinity, seemed a fair offer.

But, I pointed out, this in no way covered my outlay; besides at that time, the value of prairie land was an unknown quantity, and we had no mortgageable title, nor in fact, any deed, to which however I

was entitled, having fulfilled conditions. Presumably this was to be a business transaction, and I did not see my way to vacating the land at a dead loss; so I pointed out, with all due respect, that anxious as I was to oblige and assist the Administration, I would require compensation on the following points, these being the terms which I had been invited to state:

- (a) For actual land surrendered
- (b) Disturbance of plans, based upon security of 99 years tenure.
- (c) Cost of development
- (d) Travelling and transport expenses, food & wage bills, and construction of a wagon road.
- (e) Expenditure of time. 1 year 5 months

And, the essence of the whole transaction, if it was to take effect, was, that I should occupy the new holding, immediately, on vacating the old; otherwise I would never have moved, except under compulsion. This is of great importance, in view of what has followed; and I cannot view my treatment by the British East African Administration in any other light than in that of breach of faith and agreement, seeing that now, 4 years & 9 months from the date of their first proposal, I am still without compensation.

2. of Feb 25, 1914

From June 1909, all development and progress upon our land was at a complete standstill. In January 1910, I returned to East Africa, and on June 24 of that year, interviewed Sir Percy Girouard, then Governor of the Protectorate, upon the subject of the vacation of the Lemek Valley.

In the course of the interview he pressed me to vacate my land upon his terms, saying that if I refused, it would pretty much render his plans for the redistribution of the Northern Maasai upon showing him a letter which I had prepared for the Land Officer, holding out for better terms than the bare 50% more land, he remarked that he could force me to leave my land, and if I stayed, it would be at my own risk. I considered this ungracious, seeing that I had expressed my willingness to assist him & meet him in every reasonable way. As a result of this interview I agreed to accept 50% more land, a small part of which, or about 2000 acres, was to be granted at once near Kebos, and deducted from the total acreage in Laikipia, £100 as compensation for my buildings in Lemek Valley, and leaving other points to be settled later; but the essence of the whole agreement was occupation, without delay, of the Laikipia lands. To attain which

early occupation, I was willing to sacrifice a good deal, at that time.

The EAP administration have since then, rather dwelt upon the value of the land near Kibos, granted to me, but I can only say that at the time when it was granted, no other white men could be found who were willing to occupy such an unhealthy part of the country, and shortly afterwards, the Rubber Company adjoining my land suspended operations, as they did not consider the rubber worth tapping; this all points to the land being of no great value. —

Matters then dragged on, from month to month, and I was unable even to get beacons placed on this land near Kibos, to mark the property; this of course delaying the commencement of my farming operations there.

On Oct 3 1910, I refused an offer of land elsewhere surveyed, as the bargain was for Laisipia or its vicinity, which locality suited my purpose.

I then pointed out that my offer of terms could not hold good indefinitely, but that the longer the delay, the better terms I would naturally expect, & insist on getting. And that on Jan 31 1911 I should expect fresh & better terms,

not that I had ever considered the 50% more land.

The grant near Kibos (included)

The £100 for buildings.

as final, but only a part of my compensation, as I explained, during my interview with the Governor.

On March 22 1911 the Land Officer informed me that it had been decided not to move the Masai and that the original deeds for Demise Valley would be forwarded in a few days, so that I was in a worse position than in June 1909; my entire live stock having been driven 120 miles from the Valley buildings vacated, and falling into ruins, and nearly 1 year and 10 months of valuable time wasted. I was merely invited to return to my land, with no suggestion of compensation what so ever.

There would also be a legacy of sheep and cattle diseases left in the valley by the Masai.

It would not be out of place to remark here, that when I removed my live stock, I knew my position to be a bad one. It was practically a forcible eviction; and if I had remained, I would have done so "at my own peril" as the Governor remarked, with grave risk of collision with the incoming Masai tribes.

Between March and September 1911, the Government policy was again reversed, and the move of the Masari was again decided upon.

By this time it might have been accomplished but for the regrettable muddle and want of organization on the first occasion.

On November 2 1911, I again appealed for some sort of boundary marks, to show where my land at Kibos actually lay, and to enable me to "begin work".

On April 22 1912 I was offered 5000 acres for Lady Southwick in a district where she had no desire to acquire land, as full compensation for vacating her lands the upsetting of all her business since June 1909, and the long delay, and frequent change of policy on the part of the Government.

Needless to say, I declined this most inadequate offer.

On Oct 24 1913 the Chief Secretary expressed the opinion the Lady Southwick and myself had been compensated in an ample and liberal manner, and that no further claim could be considered.

It is difficult to say what compensation we had received for the land near Kibos, the only tangible asset, not even being surveyed at that date.

3. of Feb 28. 1914.

63

On 28 Oct 1912, in reply to the Chief Secretary, I mention 8 points upon which compensation is fairly due.

On May 6 1913, I submitted a plan to the Land Office, showing clearly the land in Laikipia which Lady Southwick and myself desired to take up. This land does not clash in any particular with the claims of Lord Delamere or the Hon. G. Cole, whose claims came first, and it was also been surveyed, as far back as 1902 or 1903.

So that the Governor's last statement that arrangements are being made to survey the Laikipia lands cannot apply to this area.

A. The land is surveyed.

B. The Masari have been moved.

C. It is free from disease.

D. The Masari Law Suit is concluded.

E. I have first claim, in conjunction with Lady Southwick to this land.

F. I have pointed out to the Land Office the exact area which we wish to take up.

and I am unable to see any cause for continuing this long and extremely harassing policy of delay, as applied to Lady Southwick and myself.

On 29 April 1913, the Land Office

Sent me a map showing the original surveyed grants on Laikipia, and our application is for a part of this land.

The East African Government has admitted our claims to this extent.

- (i) My name confirmed first on the list in Laikipia
- (ii) Lady Southwick's claim is part of, and ranks with my own
- (iii) I am entitled to 12,612 acres, of which approx: 2000 acres are near Kerio.
- (iv) I am entitled to 7612 acres, on behalf of Lady Southwick.
- (v) I am entitled to £100 compensation for buildings in Lemek Valley.

As, by the end of this month, four years and nine months will have elapsed since the EA Government first approached me on the subject of vacating the farms in the Lemek Valley, some idea may be formed of the extent to which our business has suffered. In a new country like BE Africa, time is the very essence of one's existence. Arriving in 1905 in East Africa, I may count myself

among some of the earlier settlers who took risks, with little or no encouragement, and were faced with far more uncertainty and hardship than the present day ⁶⁹ settlers: we expected some return for our hard work, and time expended in a savage and distant country. What is my position today, thanks to the EA administration?

My brother in law, Lord Elgin, is acquainted with the many difficulties with which I have had to contend;

and I now make a most earnest appeal to His Majesty's Colonial Secretary, to give our case his careful consideration at as early a date as possible, and to enable us to "get on to our land without delay."

I propose to forward a claim to your office, for compensation over and above the 50% more land which was promised, and the bargain made, nearly 5 years ago, and the EA Government has failed so far, to keep faith with me, and I look upon their proceedings as a distinct breach of contract, and I feel sure that when the Colonial Secretary reviews the whole case, in an impartial and

Sympathetic manner, as I
feel assured he will, he will
not fail to see in what a
harsh way I have been
treated: We, the settlers of
British East Africa are anxious
and most ready to work in
harmony with the administration
of that Protectorate; but we
look for just and under-
-standing treatment, even if
that Government find it
difficult to feel sympathy
for us, in our numberless
difficulties - &c

I have the honour
to be,

Sir,

Your obedient servant

A Farnega.

Trainer.

Reserve of Officers.

Bill No.

Claim over and above the 50% more land and the
£100 for buildings at Lemak.

On first taking up the Land.

£ s. d.

4 Months' work on wagon road Kericho - towards Setik - with two teams of oxen and 20 workmen	130	0	0
4 Months' salary to Assistant at £10 per month	40	0	0
Transport of food, farming implements and stock from Lumbwa to Lemak Valley, 100 miles, for 1 year 5 months - (beginning of 1908 to end of May 1909).	100	0	0
Manager's salary for one year	120	0	0

On vacating Land.

6 weeks' hire of 12 oxen and cart to remove goods, at £1 per day	42	0	0
6 weeks' wages and food for 5 boys	6	0	0
Storage of goods at Amala River, erection of building Amala River for goods	10	0	0
Damage to goods stored at Amala River	20	0	0
Expenses, transporting sheep and ostriches over main forest for 120 miles	12	0	0
And of building a dip for sheep on Enderit R.	25	0	0
Losses of Live Stock in transit	10	0	0
Separate manager for sheep for 4 years 9 months at £4 per month	228	0	0
Losses in sheep on new and unsuitable and foul land for 4 years and 9 months, at rate of 20 per month, and 7/- per head - 1140 sheep and lambs	399	0	0

Carried forward

£1,212 0 0

	£.	s.	d.
Brought forward	1,212	0	0
Loss of 19 ostriches in transit and on temporary land, on Enderit River, at £5 per bird	95	0	0
Loss of my Ostrich farm at Lemek	100	0	0
Loss in calves, at Lumbwa, an East Coast fever area, when they might have been in Laikipia, a clean area - 120 calves at £2 a head	240	0	0
Loss, through being unable to grade up cattle in an E.C. fever area - 230 cows and heifers and their calves, born since June 1909, which might have been $\frac{1}{2}$ and $\frac{1}{4}$ breds at £7 a head	1,540	0	0
Loss of horses, died at Lumbwa from lymphangitis, which would have been in Laikipia	220	0	0
Loss of own time, 4 years and 9 months, reckoned at £1 per diem	1,730	0	0
Loss of buildings on Setik farm, abandoned when Lemek Valley was vacated	15	0	0
Loss of overseer's wages on Setik farm for 1 year	24	0	0
Loss of boys' food and wages do. do.	40	0	0
Disturbance of my plans, based on supposed security of tenure for 99 years, and a scheme of farming operations, dating from 8 years back, rendered null and void	500	0	0
	<hr/>		
	£5,716	0	0

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TOTAL EXPOSURES →

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