



Secondly, because during the course of making  
up to the new laws there is one substance  
strongly pressed to recognize the inevitability  
of continuing in the existing case.

In other words -

From her journal of last in the  
probable, approved as far as begins  
1910 by Sir P. G. Maxwell (1910, p. 2)  
It is not much of an argument against  
compensation for destruction of that day,  
having charged that a land should  
not get.

Frederic Gray, taking of in the form  
of a letter, dated 1910.

James White, Lord Curzon says  
showed him that it was worthless.

Mr. Brooke may have stronger claims (though  
very hollow Curzon says, in 1860 that  
"it spells ruin" for his brother), but  
that is not a reason for rejecting  
Kojin Curzon's claim, and the  
main point remains that if the  
Govt cannot see its way to a successful  
issue from legal proceedings, it would  
do better to award them. The possible  
claimants do not appear to be  
very probable and there is nothing  
to suggest that their demands could  
be great.

[Mr. Brooke was given a temporary  
appl. as Capt. Mansfield Officer,  
R. F. District, before the war. He served  
as a Capt. in the S.A. District Coy,  
was invalided, & is now living in the  
London district.]

If the records of the Commission &  
Kojin Curzon, then we, as I should  
at no 33790/15, some time of the  
claim which are sufficiently admitted,  
the Govt. should be allowed to decide  
according to particular cases, which  
might be determined in considering  
the case. The judge says,  
it would be better to settle one large  
sum than to have (possibly to be  
claimed) a large sum.

See also 1910

I think the Govt. should pay  
to be able to do so by the  
first of the year 1910. I think  
the amount should be £5,716.

H. J. R.  
6/2/15

I agree that he is entitled to  
compensation and if he is refused to  
his legal rights, it will mean a  
great deal of trouble to him.  
The amount of the compensation  
should be £5,716.

Quite important  
H. J. R.

92 records  
33790

that an excavation settlement would  
not constitute a work precedent and  
I would pay for a survey as a  
head surveyor

J.A.  
14/10/15

Re 220 11

July 1885

We have adopted the plan  
of anything like a settlement. The 23  
off 150 in the claim in 33/40 appears  
to be quite inadvisable. It would be  
inconceivable that whatever he gets is  
in addition to the large value of land  
of land he has got and that large  
land was obviously intended to be  
taken No 23 in his claim.

15/10/15

In Glasgow one can only deal with  
the general contract. If it is admitted to  
be a matter of the price not of the  
expenses, I think that the £750 + £100 claim  
(19) - £35.10. - (difference between the actual claim & balance)  
is in money for the 5 years delay. It has been  
had business, to be considered the fact. 12/10/15

about 1885

46052



GOVERNMENT HOUSE,  
NAIROBI,  
BRITISH EAST AFRICA.

~~EAST AFRICAN PROTECTORATE.~~

September 6th, 1915.

CONFIDENTIAL No. 99.

5741-20



Sir,

405  
# NO 33790  
Land Officer  
20-4-15

I have the honour to acknowledge the receipt of your Confidential despatch of the 5th ultimo<sup>\*</sup> respecting Major the Hon. Sir J. P. Carnegie's claims to compensation and to inform you that, when I stated that any concession granted by Government might be drawn into precedent, the cases which I had in mind were those of the Southern Guso Nyiro Settlers, who were, like Major Carnegie, to be given land on Laikipia in exchange for that surrendered by them to the present Southern Masai Reserve.

2. I attach a copy of the Land Officer's letter of the 29th April setting out the position of these claimants and giving a scheduled list of them, from which it would appear that besides...

THE RIGHT HONOURABLE  
ANDREW BONAR LAW, F.O., M.P.,  
SECRETARY OF STATE FOR THE COLONIES,  
DOWNING STREET,  
LONDON, S.W.

besides Mr. Brian Brooke, whose case is perhaps even stronger than Major Carnegie's, there are seven others, who might take advantage of any concession made to the latter.

3. The Hon<sup>ourable</sup> Attorney General was in agreement with the views expressed by Mr. Barton Wright and I addressed you accordingly.

I have the honour to be,

Sir,

Your humble, obedient servant,

*Almonstrop*

GOVERNOR.

*Under no*

*Copy* ENCLOSURE  
10/23 11 Sept 6th 1915

~~Copy~~

23

10965 L/KF

29th April 1915.

C.O.  
48052  
REC  
WARD OFFICERS

sir,

Claim by S. Guaso Nyero settlers  
for monetary compensation.

In continuation of our interview at Government House on the 18th instant, which I was requested to put up a further memo on the subject of Major Carnegie's claims, after consultation with the Hon'ble the Attorney General, I have the honour to state that I am of opinion that should Major Carnegie's claims be allowed even on the basis of compromise we shall possibly be confronted with claims by seven Southern Guaso Nyero settlers in addition to Mr Brian Brooke.

2. I am of opinion that Mr Brian Brooke's claims are on all fours with those of Major Carnegie, and in a sense I feel that he is entitled to even greater sympathy inasmuch as being a man of smaller means the enforced removal and loss of his stock left him, as a result, penniless, and he had to

etc

The Hon'ble the Chief Secretary,

NAIROBI.

through the Hon'ble the Attorney General.

eke out an existence by working as a professional hunter, and in other capacities while the question of settlement dragged on.

3. Major Carnegie was at the time only entitled to a maximum of 5000 acres or as a special case 10000 acres; he takes 5000 acres at Lhok, and 5000 in Sotik; but he succeeded in obtaining an extra 5000 acres by the employment of a dummy in the shape of his mother, the Dowager Countess of Southeast. Mr Brooke, on the other hand, only applied for the maximum to which under the rules he was entitled. Major Carnegie, by reason of his subterfuge gets not only 5000 acres plus 50%, 2500 extra acres in respect of his own claim, but an additional 5000 acres plus 50% in respect of his dummy, and though possibly from the legal point of view the above facts carry no weight I cannot help feeling that in comparing his claims impartially with those of Mr Brian Brooke my sympathies are in favour of the latter.

4. Major Carnegie has paid rent for one year only in respect of his land at Lhok and Sotik; he has been allowed free grazing for his stock on a vacant farm since 1912 and in addition is given the grant of a fare of newly <sup>of agricultural land</sup> 5000 acres at Lhok, which he could have had

in

His Honor Secretary.

1900

In compliance with the provisions of the Act of March 3, 1875, and the Act of March 3, 1877, and the Act of March 3, 1879, and the Act of March 3, 1881, and the Act of March 3, 1883, and the Act of March 3, 1885, and the Act of March 3, 1887, and the Act of March 3, 1889, and the Act of March 3, 1891, and the Act of March 3, 1893, and the Act of March 3, 1895, and the Act of March 3, 1897, and the Act of March 3, 1899, and the Act of March 3, 1900, and the Act of March 3, 1901, and the Act of March 3, 1902, and the Act of March 3, 1903, and the Act of March 3, 1904, and the Act of March 3, 1905, and the Act of March 3, 1906, and the Act of March 3, 1907, and the Act of March 3, 1908, and the Act of March 3, 1909, and the Act of March 3, 1910, and the Act of March 3, 1911, and the Act of March 3, 1912, and the Act of March 3, 1913, and the Act of March 3, 1914, and the Act of March 3, 1915, and the Act of March 3, 1916, and the Act of March 3, 1917, and the Act of March 3, 1918, and the Act of March 3, 1919, and the Act of March 3, 1920, and the Act of March 3, 1921, and the Act of March 3, 1922, and the Act of March 3, 1923, and the Act of March 3, 1924, and the Act of March 3, 1925, and the Act of March 3, 1926, and the Act of March 3, 1927, and the Act of March 3, 1928, and the Act of March 3, 1929, and the Act of March 3, 1930, and the Act of March 3, 1931, and the Act of March 3, 1932, and the Act of March 3, 1933, and the Act of March 3, 1934, and the Act of March 3, 1935, and the Act of March 3, 1936, and the Act of March 3, 1937, and the Act of March 3, 1938, and the Act of March 3, 1939, and the Act of March 3, 1940, and the Act of March 3, 1941, and the Act of March 3, 1942, and the Act of March 3, 1943, and the Act of March 3, 1944, and the Act of March 3, 1945, and the Act of March 3, 1946, and the Act of March 3, 1947, and the Act of March 3, 1948, and the Act of March 3, 1949, and the Act of March 3, 1950, and the Act of March 3, 1951, and the Act of March 3, 1952, and the Act of March 3, 1953, and the Act of March 3, 1954, and the Act of March 3, 1955, and the Act of March 3, 1956, and the Act of March 3, 1957, and the Act of March 3, 1958, and the Act of March 3, 1959, and the Act of March 3, 1960, and the Act of March 3, 1961, and the Act of March 3, 1962, and the Act of March 3, 1963, and the Act of March 3, 1964, and the Act of March 3, 1965, and the Act of March 3, 1966, and the Act of March 3, 1967, and the Act of March 3, 1968, and the Act of March 3, 1969, and the Act of March 3, 1970, and the Act of March 3, 1971, and the Act of March 3, 1972, and the Act of March 3, 1973, and the Act of March 3, 1974, and the Act of March 3, 1975, and the Act of March 3, 1976, and the Act of March 3, 1977, and the Act of March 3, 1978, and the Act of March 3, 1979, and the Act of March 3, 1980, and the Act of March 3, 1981, and the Act of March 3, 1982, and the Act of March 3, 1983, and the Act of March 3, 1984, and the Act of March 3, 1985, and the Act of March 3, 1986, and the Act of March 3, 1987, and the Act of March 3, 1988, and the Act of March 3, 1989, and the Act of March 3, 1990, and the Act of March 3, 1991, and the Act of March 3, 1992, and the Act of March 3, 1993, and the Act of March 3, 1994, and the Act of March 3, 1995, and the Act of March 3, 1996, and the Act of March 3, 1997, and the Act of March 3, 1998, and the Act of March 3, 1999, and the Act of March 3, 2000, and the Act of March 3, 2001, and the Act of March 3, 2002, and the Act of March 3, 2003, and the Act of March 3, 2004, and the Act of March 3, 2005, and the Act of March 3, 2006, and the Act of March 3, 2007, and the Act of March 3, 2008, and the Act of March 3, 2009, and the Act of March 3, 2010, and the Act of March 3, 2011, and the Act of March 3, 2012, and the Act of March 3, 2013, and the Act of March 3, 2014, and the Act of March 3, 2015, and the Act of March 3, 2016, and the Act of March 3, 2017, and the Act of March 3, 2018, and the Act of March 3, 2019, and the Act of March 3, 2020, and the Act of March 3, 2021, and the Act of March 3, 2022, and the Act of March 3, 2023, and the Act of March 3, 2024, and the Act of March 3, 2025.

In reviewing the cases of the various cases before settlement who are likely to put forward claims and if major benefits claim is allowed, I think that the cases should be:

- S. S. Jones
- J. S. Smith
- J. S. Brown
- J. S. White
- J. S. Black
- J. S. Green
- J. S. Grey
- J. S. Blue
- J. S. Yellow
- J. S. Purple
- J. S. Pink
- J. S. Red
- J. S. Orange
- J. S. Silver
- J. S. Gold
- J. S. Bronze
- J. S. Copper
- J. S. Iron
- J. S. Steel
- J. S. Lead
- J. S. Zinc
- J. S. Tin
- J. S. Nickel
- J. S. Cobalt
- J. S. Nickel
- J. S. Cadmium
- J. S. Mercury
- J. S. Selenium
- J. S. Tellurium
- J. S. Vanadium
- J. S. Chromium
- J. S. Manganese
- J. S. Silicon
- J. S. Boron
- J. S. Fluorine
- J. S. Chlorine
- J. S. Bromine
- J. S. Iodine
- J. S. Phosphorus
- J. S. Sulfur
- J. S. Carbon
- J. S. Nitrogen
- J. S. Oxygen
- J. S. Hydrogen
- J. S. Helium
- J. S. Neon
- J. S. Argon
- J. S. Krypton
- J. S. Xenon
- J. S. Radon
- J. S. Francium
- J. S. Radium
- J. S. Actinium
- J. S. Thorium
- J. S. Protactinium
- J. S. Uranium
- J. S. Neptunium
- J. S. Plutonium
- J. S. Americium
- J. S. Curium
- J. S. Berkelium
- J. S. Californium
- J. S. Einsteinium
- J. S. Fermium
- J. S. Mendelevium
- J. S. Nobelium
- J. S. Lawrencium
- J. S. Rutherfordium
- J. S. Dubnium
- J. S. Seaborgium
- J. S. Bohrium
- J. S. Hassium
- J. S. Meitnerium
- J. S. Darmstadtium
- J. S. Roentgenium
- J. S. Copernicium
- J. S. Nihonium
- J. S. Flerovium
- J. S. Oganesson

with all more cases in regard of similar situations and delay, to any extent or form of claim as to the Federal, but it is quite impossible for me to accept or give the law amount of such - under what to or the law is want to provide for this to substantiate that of valid legal rights. Furthermore these people were allowed certain rights as other previously could land, to the in - in addition what was made by government. They have all the same offers of other land and they have nothing of.

In the review of these various cases, I think that the cases should be put forward claims and if major benefits claim is allowed, I think that the cases should be:

Hon. Chief Secretary,

10088

29-4-18

-4-

claims which, if we admit those of Major Carnegie, it will be difficult to refute.

7. In regard to settling the question by offering extra land to Major Carnegie, this would be difficult contiguous to the land already chosen by him, as land contiguous has already been offered and chosen by other claimants and if negotiations are again postponed we will have further delays and claims for compensation in respect thereof.

8. I append a brief summary of the other Southern Cross Mine settlers and their claims.

9. This note is passed through the Hon. the Attorney General for transmission to you with such comments as he may see fit to make.

I have the honour to be,

SIR,

Your obedient servant,

*P. Bligh*

Land Officer.

Southern Cattle Rango Claims.

LOAN DELAMBER: (F. 787) Land accepted in full settlement.

MAN: G. COLE: (F. 7808) Settled.

H. BRIAN BROOKS: (F. 7847) No need of review; notice of claim for pecuniary compensation lodged by A. F. Maharac.

F. B. AGOST: (F. 7801) Occupied his farm, apparently by his father F. Agost, but did not develop. Demanded 1/2 area and \$200 cash for a road constructed. Ultimately accepted 1/2 area only. Probably has partial claim in respect of road, and possibly stock losses after removal.

G. B. WERN: (F. 7822) Occupied his farm and developed to extent of 1/2. Demanded 1/2 cost of removal and cash compensation for improvements, but subsequently accepted 1/2 (1/2 times area surrendered) (Case appears to be on all four with Major Carnegie).

H. B. FINE: (F. 7827) Same as G. B. WERN except development 2/3 only, and did not demand cost of removal.

F. V. BOWEN: (F. 7812) Occupied his farm by Manager and developed to 1/2. Accepted 1/2 times area in land and lodged no claim for pecuniary compensation. Possible partial claim in respect of stock at removal.

H. B. BOWEN: (F. 7812) Same as F. V. Bowen, except no development.

F. B. AGOST: (F. 7801) Farm occupied by W. B. Agost (supra), development 2/3. Demanded compensation for improvements and agreed to accept land in settlement. No claim except possibly in respect of losses in stock, at removal.

H. B. WERN: (F. 7822) Same occupied by Manager, development 2/3. Also the holder of 1/2 times area surrendered. Case is similar to F. B. Agost.

F. B. AGOST: (F. 7801) Neither occupied nor developed up claim.

H.J. MITCHELL: (f. 1317) Original Application never completed. No claim.

W. PARKER: (f. 529) -----do-----  
J.P. BERTER: (f. 1079) -----do-----

J.E. HOLLAND: (f. 781) Neither occupied nor  
S.F. KING: (f. 782) developed:  
S. FREEMAN: (f. 781) No claim.

HULLAND & MCGILL: (f. 1784) No claim.

To summarise, it would appear that the certain claims are only:

1. Major Carnegie
2. H. Brian Brooks.

and possible claimants for monetary compensation are:

- |                |                |               |
|----------------|----------------|---------------|
| 1. W.B. Aggett | 4. H.V. Benson | 7. R.S. Kerr. |
| 2. G.B. Webb   | 5. H.B. Barker |               |
| 3. F.H. Webb   | 6. T.H. Aggett |               |
-



above and that he should  
not be left to take legal action.

~~of \$5000 in full~~

The latter course would involve further  
settlement of his claim.

delay and even if it would were  
favourable to the Government it  
will not fail to cost them  
the ... ..

3. Jan. has advised that the  
possibility of claims of substantial  
amount being raised from the  
other persons mentioned in the  
order ... ..  
is sufficiently great to justify the  
Govt in referring to Major Campbell  
the compensation he claims and I shall  
be glad to have him state that he should  
be paid \$5000 in full settlement of  
his claim. I shall be glad if you  
will give directions for the money  
to be paid to him.

Yours truly  
[Signature]

1862  
5 20 3 3

above and that he should  
not be left to take legal action.

~~of \$2000 in full~~

The latter course would involve further  
settlement of his claims.

delay and even if its result were  
favorable to the Government, it  
could not fail to cast a  
doubt on the administration.

I am not satisfied that the  
probability of claims of substantial  
amount being raised from the  
other persons mentioned in the  
enclosure by you do not call for a  
sufficiently great to justify the  
cost in referring to the  
Commissioner the claim and I should  
prefer to have decided that he should  
be given \$2000 in full settlement of  
his claim. I should be glad if you  
could give me some further  
details of the case.