

EAST AFR PROT

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REC.
REB.

1037

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For
Beffield 710
1915
17 Nov
Last previous file
191
57922

East African States
Expenditure on Development

States views on points raised in CC letter to the
Company of 21 Sept 15, & enclosure copy from
Provincial Council as to alleged title of Natives
to land which they claimed of to (C) Council on a
Thursday and be allowed to register any expenditure on
development of such land at development expense
under R. ...

For Report Mr. G. Fisher

Paras 1-5 we have managed
subject to confirmation some minor
Compromises or details

Paras 6 & 7 This is all right
as regards the land acquired from
Miscellaneous Arabs except that our
way of looking at the matter seems
to be safer in the event of
someone other than the vendors
establishing a title. We say
"You claim to have bought the land -
and we will therefore include it in the
lease". If God say, "We know
nothing about the title of the man
from whom you have bought the
land - we regard it as Crown land"

At 1739 on 31 Dec 15 1915 57922 15

Next ...
2305/10/15

And lease it to you as "Over Land"

As regards the land purchased from
Mr. [unclear], we are sure we were the
the [unclear]'s right to the land (somehow) was
restored in 1909, the possibility of his
being proving a right to the land
the C^o bought from him has to be
provided against

I have added a para to my
draft described

Oct 24

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5996-20

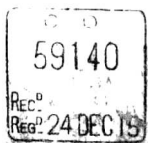
GOVERNMENT HOUSE,
NAIROBI,
BRITISH EAST AFRICA.

EAST AFRICA PROTECTORATE.

No. 790.



November 17th, 1915.



Sir,

Handwritten: 33978
From: Provo Commr.
Nombasa
11-11-15

I have the honour to acknowledge the receipt of your despatch No. 721 of September 30th 1915, regarding the admission of part expenditure of the East African Estates, Limited, as part of the sum required to be expended under the terms of the new lease. With particular reference to your letter of September 29th to the Secretary of the Company, copy of which formed an enclosure to the despatch under acknowledgment, I observe from the penultimate paragraph that you anticipate a further communication on the subject from the Company. It appears, however, to be convenient that I should at once place you in possession of my views upon the points taken in that letter without

waiting

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

Handwritten: m... ..

waiting for further intimation of the Company's arguments. The paragraphs referred to below are those of the letter in question.

2. Paragraph 4. If, as appears to me probable, the Company contests the proportion of the General Manager's salary which you propose to allow to count in respect of development, it seems to me not to be worth while to press the point. Provided that the General Manager resides continuously in the Protectorate for periods of not less than 12 months, development work in the Coastal area will be under his personal direction and control notwithstanding that he may pay occasional brief visits to Limuru. The point of importance is the minimum term of continuous residence in respect of which his salary shall be allowed to count, and, that being conceded, I think that it would be impolitic to insist on a division of the salary as proposed.

3. Paragraphs 5-6. I agree with the contents of these paragraphs.

4. Paragraph 7. The deduction which it is proposed to make in respect of ocean passages

passages is subject to the remarks which I have offered in my paragraph 2 above.

4. Paragraphs 8, 9, 10, 11, 12. The intimation given to the Company in these paragraphs is, in my opinion, correct.

5. Paragraph 13. The question raised in this paragraph is, as you correctly observe, the most important point which remains to be settled. The position is summarised in a letter from the Provincial Commissioner, dated November 11th 1915, of which I enclose a copy.

Pending investigation and settlement by the Arbitration Board, which has been postponed indefinitely by the present state of war, it is impossible to assess the value of the right or title alleged to have been vested in themselves by the natives who disposed of the lands in question to General Owen Thomas. In the meantime, therefore, the position is that the Government does not admit that these people ever had any such right of possession as would entitle them to make disposition of the land. It deems it to be the property of the Crown unless and until the contrary is proved. It is probable that it was only after the

Company

Company had commenced development that the natives saw their opportunity, and laid claim to the land, when it became necessary that they should be bought out in order to ensure a further progress of work.

7. If we are to be consistent in our contention that the land is Crown land until the contrary is proved, it follows that we must admit it to be an area which is available for inclusion in the Concession, and by virtue of such admission we should allow money expended on or in respect of it to be reckoned as money spent on development.

Conversely, if we refuse to allow this, we admit by implication that the Government had no claim on the lands which were the subject of the deal, and they must therefore be regarded as being outside the Concession. But the area in respect of which these transactions took place is roughly estimated at 133 square miles, or over 85,000 acres.

If, therefore, we are to maintain the contention that the lands so acquired form no part of the Concession, we shall have to find 250,000 acres exclusive of the acquired area, and I apprehend that
there

there may be no little difficulty in doing so.

8. For the above reasons I advise that the area in question be treated as Crown land available for inclusion in the Concession and that the Company be permitted to count the sums expended on its acquisition and development as part of the sum required to be laid out on development under the terms of the new lease of May 31st 1915.

I have the honour to be,

Sir,

Your humble, obedient servant,

H. G. B. B. B.

GOVERNOR.