

1929

Kenya

No. 15547

CLOSED  
UNTIL

SUBJECT

CO 533/385/15547/29

Non-Mutual Concession

Previous

15183/28

Subsequent

3245/33

A.S. GOLDMAN

19 JANUARY, 1929. 2

Expresses thanks for trouble taken and is glad that the water question has been placed on a satisfactory basis. Has heard from Major Eustace that the lease has been signed and that the transfer of the lease to a company formed will be duly sanctioned.

No action is required on this and as Mr. Goldman seems to be in no immediate hurry the case will be postponed before commencing Kemp of no 31.

G. Easton  
23-1-29

A.S. Goldmann

13 JANUARY, 1929.

Re: Deeds to the ... Indemnities in his possession & indemnities required from Goldman to cover ... sent last mail.

We promised to write to Mr Goldman you when a reply to no 31 was received, & I submit it for comment.  
(55382/22)

5382/22  
2424/25

All the 1922 indemnity & the 1924 indemnity were only against persons claiming any interest in the 1906 Mc Attey (?) Agreement.

According to our copy the 1924 Agreement was signed but not dated.

But? no action (other than to  
inform Mr Goldman of the contents  
of this (L)) is required  
pending the receipt of the  
draft. (L) is sent on 18/25

J. Eastman

20.1.25

\* The copy will  
Katharine's undated.  
1925

Information sent out on 21/31/25  
was inadequate. copy via High  
copy in 48988/25 that nothing  
further was desired.

? it would be best to  
await arrival of the draft &  
say nothing to Mr Goldman in  
the meantime.

From the reference to  
"marked draft" we might suspect  
that this one refers to the  
draft indicated in 4073/25 &  
copy I should not have come  
to the fact in the copy in 4073/25  
though this is no indication that  
a copy was sent. There is no  
mention in the draft in question to  
show that it was copied more  
than once.

Perhaps it was to be as well.

to enquire what matters the copy of the  
supplementary indenture of 1925 3  
referred to is the document  
indicated in the copy of 4073/25  
the 30th June 1925 (21431/25)

J. Eastman

20.1.25

You will be glad to see the  
w.c.s. appreciation terms in which  
Mr Eastman writes.

I think we have done enough  
telegraphing, & that it will  
in every case be better to  
await the draft. If that  
does not work the position  
clear, we might telegraph,  
but for the moment it is  
not necessary to do so.

see Eastman

J. Eastman - with 20.1.25

20.1.25

Mr Goldman's name at request of the  
agreement had arrived, source of not  
knowing we felt at his expense to get  
when it was sent. That being a  
copy was in the way & should read  
as shortly. In the case he will wait  
but want the matter expedited  
J. Eastman 20.1.25

19 JANUARY, 1929.

Encloses two copies of Agreement approved by Major R. Eustace, for Major Goldman's signature and attestation by Notary Public and return of duplicate. It is advised that before Agreement passes into Major Goldman's hands, an indemnity should be secured, covering all possible claims arising from any quarter.

Reassure procedure <sup>instance</sup> ~~is~~ in the draft / the Goldman spoke told that the agreement had now been seen but that the O.P.S. had asked as a form of reassurance another indemnity for signature & attestation.

H. Goldman  
9/27

Mr. Allen spoke to me about this & now include a draft indemnity which Mr. Goldman may be asked to sign & seal <sup>in duplicate</sup> ~~in the present~~ <sup>or</sup> ~~is~~ attested by a Notary Public as desired by the Govt.

The change of terms makes this additional indemnity desirable.

A very point out that the restriction of the indemnity to actions by persons other than themselves <sup>is</sup> taken from the deed of 1922 (61837/21) which was prepared in Hong & Seal <sup>at the time</sup> ~~was~~ not intended to extend the indemnity <sup>in the year 1925</sup> ~~in 1925~~ <sup>the</sup> ~~same~~ formula was adopted.

I have left out the restriction in the penultimate part of the draft as the O.A.F. so desires & I do not think it of practical importance. The Goldman is not likely to object, I think.

A.L.

12/2/29

We have amended the names in the draft indemnity, which seemed to have gone wrong somewhere.

If Mr. Goldman wants to know more about the indemnity, I will see us again to tell him exactly what the O.A.F. says on that subject.

H.P.S. passed

12/2/29

12/2/29

(I have sent a copy of the agreement (without plans) to Mr. Goldman O.P.S. 12/2/29

2. Goldman ... copy left / done

5. C.S. Goldman <sup>15th July '29</sup> Comments on the provision to enclose a clause form addition to Clause 2 of the agreement

The immediately relevant papers, namely Mr. Goldman's letter of the 5th October, 1928; No. 13 on 15183/28, the Colonial Office letters there referred to, i.e., 30th May 1924 in 18965/24, 22nd August 1924, 34193/24, 12th April 1925 14506/25,

not what the case just on  
straight, but Mr. Goldman  
has been badly served by Major  
Robertson Eustace & looks like  
done better to employ a  
professional agent.

1928 2 19 2 29

6. Call to Mr. Walters — 2nd floor  
7. See Goldman (should)

8. W.S. Goldman. . . . . 21st. Feb. 29.

Returns the form of indemnity, duly  
signed and witnessed.

? no action required (possibly)  
the rest of ~~the~~ a reply  
to no 6) OKR want to act D/6

E. Goldman

If Mr. Robertson is satisfied this  
is all right it has tracked short  
off (hotel). Better action can wait  
L. Walker

23/2/29

6  
the Government, and thereby the Colonial Government.

A copy of the Power of Attorney given by  
Mr. Goldman on the 18th December last will be found  
enclosed with No. 27 of 15188/28. This, however,  
is a domestic matter between Mr. Goldman and Major  
Robertson Eustace.

Mr. Goldman talked of asking for an inter-  
view with the Secretary of State, and I also gathered  
that he had seen Sir Edward Grigg, who had promised  
to go into the matter with him when he had recovered  
from his operation.

I also gathered from Mr. Martin that Mr.  
Goldman proposed shortly to proceed to Kenya. In  
that case it would be much better for him to thrash  
the matter out on the spot. In fact he would have  
been well advised to go out to Kenya long ago.

He is very anxious to have an immediate  
interview at the earliest possible date, and  
? a time should be given him early next week.

W.S. Goldman

16/2/29

Mr. Goldman called this evening &  
that had previously got hold  
of Mr. Martin's intention to have the  
case go. The new form of agreement  
was as much a surprise to him  
as to Mr. Goldman & I understand  
he has much confidence in  
both of you and only suggested that  
this was an attempt to suppress  
the facts, but for his own part  
he took the view that the  
lease in the original form  
(more in 1928?) would probably

he granted - on the other  
point also he agreed with  
Mr Goldman - i.e. that the  
various sums of \$5000 used and  
to spent in different cases  
of 6000 each.

Mr Goldman should  
lay a friendly talk. He said  
Nelson that Mr Tolson  
has been doing  
but in the end, seeing that  
the Govt. have suddenly  
changed the whole form of  
the grant upon which  
Mr Goldman said have been  
losing our case. Since  
1927, I think without a  
word of warning or  
separation, I think we  
are fully justified in  
telegraphing once more at  
last expense.

Mr Goldman said that  
he had not dared to show  
his friends the copy of  
the agreement which he had  
sent him: it would smash  
up irrevocably all his  
efforts for finance - I am  
not surprised to hear this.

He wants to get back  
to the 1927 offer. In  
addition of the new clause

So far as I am aware, this indemnity should have been  
imposed, but the D & F noted that it should be  
attested by a notary public. The necessity of this  
formality is not explained. It was not observed in the  
original indemnity drawn up by the King authorities  
in 1921 (for 62837/2i).

A.L.  
26/11

Mr ~~Shelton~~

I am not quite clear on the  
one side not ask Mr Goldman  
to have the indemnity attested  
by a notary public. That  
procedure is laid down by  
the agreement & in the  
end we can accept the  
indemnity as such except in  
that of

Mr ~~Shelton~~  
26/11

Mr. Paterson

I agree in consideration,

A.L.  
26/11

~~W.A.G.~~ S. Goldman (1st & 2nd)

Mr Allen

Off his as directed

DESTROYED UNDER STATUTE

Mr ~~Shelton~~ Gov. tel cons 28/11/29

DESTROYED UNDER STATUTE

II. O.A.G. Barth. Tel. 58. .... 14th March. 29.

States reasons for alternative form of title adopted - in view of representations agreed to grant being in the form of the 1927 draft.

The additional clause present is a little differently worded than the right to 'maintain balance' - but please discuss with Mr. Goldmann & we think we can reach an agreement in view of this point of detail if, in fact, Kenya Govt. do not themselves object.

W. Smith

accp

2.3.29

W. Smith

To Mr. Goldmann (3rd form)

IX. C.S. Goldmann. .... 4th. March. 29.

Is pleased to note that the form of the Grant will be adhered to, suggests the deletion of certain words in order to prevent further delay, and trusts this insertion will be accepted.

W. Smith who  
W. Allen is prepared.

accp

W. Smith

Mr. Goldmann's letter is written after a telephone conversation in which I told him that we had not yet decided on this point but I dissuaded him from trying at this stage to introduce a new clause altogether. It was more preferred as there is no objection to it. W. Smith

14 Mr. Goldmann - 5 March 29

15 Mr. Goldmann (3rd form) 5 March 29

O.A.G. Kenya. Tel. 58. .... 14th March. 29

Refers to No. 14. States proposed amendment accepted.

Good. These terms are well by W. Smith

W. Smith

accp

14.3.29

W. Smith

16 To Goldmann - 15.3.29

10. C.S. Goldmann. .... 15th. March. 29.

States is about to register a Company in Kenya under the title of "Teita Concessions Ltd". Enquires whether a clause could be added to the Lease giving him the right to nominate as his principal The Teita Concessions Ltd.

Mr. Eberhart

Can you advise what word he wishes as regards a supplemental indenture if this proposal is adopted?

W. Allen

15/3/29

Mr. Allen

Do not think a supplemental indenture would be necessary. W. Smith

8/13 passed

acc'd

16. 3. 29

6 p.m.

19 tele. to Mr. [unclear] <sup>2/13</sup> — 16 Mar 1929

To Goldman (18 and 1)

ff 607A. sending [unclear] 1; 4;

5 (once); 7 (with [unclear]);

8 (once [unclear] by [unclear]); 9; 12;

13; 15; 17; 18 & 20: add

hand for [unclear] in [unclear] the  
[unclear] [unclear] in No 8.

W. Allen

18/3/29 stance

To Gov. 208. w/copy 1, 4, 5, 7, 8, 9, 12,  
13, 15, 17, 18, 20 (w/standards)

and mainly [unclear] original

his reply [unclear] to our telegram (4.19)

? remind.

W. Allen

28. 3. 29

I'd think we need remind in  
his [unclear] unless [unclear] to Goldman

reminds us. But [unclear] of  
[unclear] in a [unclear] W. Allen 2/13 stance

to [unclear]

to Goldman rang up today. I told  
him there was no reply to the [unclear]  
of 16 March - he seemed  
surprised, but I suggested that  
it wd. acc'd [unclear] by [unclear]  
perhaps as well as [unclear] [unclear].

He is going ahead now on the  
assumption that [unclear] will be  
reported in [unclear] - I [unclear],  
also on the assumption that  
his request in [unclear] of 15 March  
will be agreed to.

£7000 nominal capital  
has been subscribed, of which  
he has £15000 in cash  
paid up. He has given  
instructions to his local manager  
to start closing [unclear] [unclear]  
who [unclear] [unclear] for the  
[unclear]

He leaves by the [unclear]  
from [unclear] 12 April, so  
has 30 days [unclear] with him  
He wants a letter of  
introduction - [unclear] [unclear]  
for [unclear].

He will [unclear] on the [unclear]  
of 11. [unclear] [unclear] [unclear]

no word at his request,  
in continuation of the  
K.L. of 6 March, or other  
going to Kenya etc.  
R.L. Hollister

5.4.29

Attd 5.4.29

22 to Sir J. Barth (info to Mr. Goldman)

23 to Mr. Goldman (info to Sir J. Barth)

24 Mr. C. S. Solomon s.o. attorney

Attd herewith

has told Mr. Goldman of the

action have taken & he tells

we he has read to 23.

He seems rightly

pleased with the C.O. attached!

J.W. Allen

s/s attd

25 to Gov Kenya

April 29

to Goldman (a copy 20)

Mr. Allen

But see your minute of 13.10

Still no reply to No 19

W. Jordan

13.4.29

In New (letter) coming in in batches

No 75] there is no need to renew  
as to No 19.

Put J

J.W. Allen

13/4

attd

4 JUNE, 1929.  
States that native occupation on both sides of  
Watata and Poi River has considerably increased  
since 1924 and subject to approval proposes to grant  
an area lower down the Watata River wh. is  
appropriated of so much land up to a maximum of  
10000 acres. (M.O. 7/1929/10/11/12/13/14)

Attd herewith

It is clearly a reasonable arrangement.  
Part of Ch. 140 (Crown Lands Ordinance)  
provides that the Gov. may grant  
leases or areas of land containing  
native villages, or settlements without  
officially recognizing such villages  
or settlements but land in the  
actual occupation of natives,  
at the date of the lease shall,  
so long as it is actually occupied  
by them, be deemed to be so used.

from the lease.

The land was to be granted  
to make up for the impairment  
in value of the concession  
as previously approved is  
unrecouped.

I have spoken with you  
as to this and I submit  
off rec. for comment  
All Parkman  
25.6.29

Yes - the negotiations have gone  
so far that I do not think it  
necessary to send this on for  
approval.

It was precisely this  
difficulty of land in native  
occupation which held up the  
original concession and led to  
14 years' worry. It is ~~now~~ <sup>now</sup> ~~needed~~  
that a way out - presumably  
acceptable to Major Goldman -  
has been found.

W.P.S. 25.6.29 *atna*

30 To Am to (29 and) — 26.6.29

31

O.A.G 509, 10 AUGUST, 1929  
Transmits copy letter from A.J. Sullivan and  
gives considerations under wh. it was decided  
to make an additional grant of land to A.J.  
Requests Agreement forwarded in No. 3 may be  
returned for cancellation. 11

This copy is to replace the  
proposals in 29 which are app'd on 30.

? act. - stance, in the view  
in para 3 that the action taken in  
the exceptional case of the case  
should not be regarded as a precedent:  
In view the Agreement is dual as  
ranked in the last para

W.P.S.

13/9/29

This is an ancient commitment which after  
23 years seems now to have been liquidated.

In 1906 two large concessions (originally  
for the collection of natural products but later for  
cultivation) of land in the coast area of Kenya  
were awarded locally. They were recognised here  
subject to the determination of native rights,  
which is a very difficult matter near the Coast.

In one case a Company was formed at once  
(the East Africa Estates Ltd.). It developed some  
of the land found to be free of native title, but as  
regards the rest accepted a substituted area in the  
semi-arid zone which ultimately was replaced by three  
farms in the highlands.

*The measure  
is  
just*

The Syndicate (Lord Waleran, Mr. Cecil Grenfell, and Major C. S. Goldman) who acquired the other and smaller concession (80,000 acres) from the original grantees, deliberately abstained from forming a Company until their title was clear. They too, finding that the Govt. could not show them an area which was definitely free from native rights, accepted a substituted area in the semi-arid zone, on the basis of acquiring by instalments an area of 100,000 acres, each instalment to depend on proper capital development of the previous ones.

But here too native interests have given great difficulty. As pointed out to you, they have at last been dismantled on a major scale, and it is inevitable in person to be lost at least five years by being badly displaced from the spot.

There have since Col. Seel's time felt that the bargain could not be repudiated if a means of settlement could be found: it is not much of a bargain for Major Goldman, who in addition to other charges has had to pay off a claim by the widow of one of the original grantees and (I believe) to buy out the shares of his late colleagues - both of whom had died off. His expenditure (if I remember right) is already in the neighbourhood of £10,000.

There

There is only one point which I think remains to mention - that set out in Mr. Allen's note attached. It is one of the common allegations against Kenya that natives who inhabit an "island" in a European concession are edged out so that their land may (under the law) form part of the concession.

I see no danger of that here - the natives will be valuable to Major Goldman as a source of labour, and as he is to grow sisal he will have no produce left to complain of. But it might be desirable, in replying to the despatch, to lay it down that if the application of the law as to abandoned native holdings forming part of the concession is contemplated in this special case it should be subject to the sanction of satisfying the Govt. that the abandonment is equitable.

*By me  
K. L. G. C.*

*W.C.B. 20.9.29*

*x I agree to 27.9.29  
and that, if obtained by  
"inducements" of any sort,  
that these are equitably  
adequate, and of a nature  
to secure the future livelihood &  
well-being of the natives thus  
induced to abandon their  
holdings - an elementary duty  
of the trustee!*

*P 27/9*

32 To Gov. 784. 31 Aug 1928  
(2 copies agreement (with 6 3) returned)

33. Gov. Grigg. 733. .... 28th. Novr. 29.

States instruction have been given to ensure fulfilment of the conditions specified in Para. 2. of No. 32.

? pass  
J.M. Allen  
4/12/28  
see Parkman  
20 12 29  
6 Oct - 20.11.29  
67000-

I have omitted to note that Major Goldman called on me on the 3rd January.

(1) The Morris Carter Commission have been in ~~his~~ <sup>his</sup> part, and the local Archdeacon made a strong effort to have land taken away from the concession and added to the Teita reserve on the ground that Major Goldman was not yet using it. He does not know the result.

(2) On his side he is anxious to conserve his resources for capital development by obtaining (as I remember) relief as to rent on land not yet developed. I advised him, as usual, to explore the matter locally if he had a representative on whom he could rely. Otherwise he was at liberty to put up his suggestions to us. His representative is at present Major Layzells who, I believe, is not at all likely to let him down. We can only await results.



Wes  
14.1.33  
church

13 33



GOVERNMENT HOUSE  
NAIROBI,  
KENYA.

KENYA.

No. 33

28<sup>th</sup> November, 1929.

RECEIVED  
19 NOV 1929  
COL. OFFICE

My Lord,

I have the honour to refer to Your Lordship's despatch No. 784 of the 5th October regarding Major Goldman's land Concession near Voi.

2. Section 66 (2) of the Crown Lands Ordinance is of general application but in order to emphasise its provisions a special reference to this section was included in the grant to Major Goldman. Instructions have been given to ensure the fulfilment of the conditions specified in Paragraph 2 of Your Lordship's despatch under reference.

I have the honour to be,

My Lord,

Your Lordship's most obedient,  
humble servant,

*Edward Gigg*

GOVERNOR.

THE RIGHT HONOURABLE LORD PASSFIELD, P.C.,  
SECRETARY OF STATE FOR THE COLONIES,  
DOWNING STREET,  
LONDON...S.W.

13 33



GOVERNMENT HOUSE  
NAIROBI.  
KENYA.

KENYA.

No. 733

28<sup>th</sup> November, 1929.

RECORDED  
1929  
COLL. OFFICE

My Lord,

I have the honour to refer to Your Lordship's despatch no. 704 of the 5th October regarding Major Goldman's land Concession near Voi.

2. Section 66 (2) of the Crown Lands Ordinance is of general application but in order to emphasise its provisions a special reference to this section was included in the grant to Major Goldman. Instructions have been given to ensure the fulfilment of the conditions specified in Paragraph 2 of Your Lordship's despatch under reference.

I have the honour to be,

My Lord,

Your Lordship's most obedient,  
humble servant,

*Edward Glegg*

GVERNOR.

THE RIGHT HONOURABLE LORD PASSFIELD, P.C.,  
SECRETARY OF STATE FOR THE COLONIES,  
DOWNING STREET,  
LONDON.....

Mr. Cliffe 28.9.29.

Mr. Allen. 1/10/29

Mr.

Mr. Bottomley. 1.10.29 f. 14

Sir E. Harding

Sir J. Shuckburgh

Sir G. Grindall

Sir C. Davis

Sir S. Wilson

Mr. Ormsby-Gore

Lord Lovat

Mr. Amery

20  
4

14  
32

Downing Street.

5 October 1929

Sir,

I have the honour to acknowledge the receipt of Sir Jacob Barth's despatch No. 509 of the 10th August regarding Major Goldman's land concession near Voi, and to inform you that I concur in the view expressed in the appendix of that despatch, namely that the action taken in the exceptional circumstances of this case should not be regarded as a precedent.

2. It is not clear whether it is contemplated that the provisions of Section 86 (2) of the Crown Lands Ordinance should apply to land in native occupation within the area of

**DRAFT.**

CONFIDENTIAL

No. 784

Gov. Frigg.

origl 2 copies of agreement (inc. with NO. 5)

CO. 533 / 305

and concession; but, if so, I consider that, in

view of the special circumstances of the

case, the application of these provisions

should be subject to the Governor satisfying

the Secretary of State that any abandonment

of the land by the parties is bona fide, and

that the conditions required from the

landowner shall be complied with.

It is further recommended that

the proposed instrument be by the Secretary

of State. Further it ~~is~~ *should be*

recommended that the instrument being

of record in the office, it will be

possible to satisfy the Secretary of State

that the instrument offered is equitably

adequate and a failure to secure the

same will result in the filing of any

instrument which is so induced to abandon

their rights.

I am, Sir, with the two copies

Mr. Bottomley,

You asked me to look into the point *his case brings on*  
whether ~~the~~ arrangement under which land in native  
occupation included within the boundaries of the  
concession becomes part of the concession area if  
occupation is abandoned for any reason by the natives.

The position in the present case is that  
when in 1923-4 the boundaries of the concession were  
being discussed, the boundary was so drawn as to  
exclude any actual native occupation at that time.  
The completion of the concession, however, dragged on  
for some years, and in the meantime the natives  
spread inside the concession boundaries. The presence  
of these natives reduced the value of the concession  
to Major Goldman, and as a solution, instead of  
removing the natives who might be regarded in the light  
of trespassers (a course which Major Goldman himself  
did not want taken), it was decided to settle the  
matter by allowing Major Goldman on the usual terms  
such further area of unalienated Crown land, not  
exceeding 10,000 acres, as was reasonably necessary  
to compensate him for the loss sustained by this  
development of native occupation after the original  
boundaries of the concession had been settled.

It therefore appears that this case is not  
at all on all fours with the concession granted over an  
area including native occupation at the time, and in  
any case <sup>it</sup> would appear advantageous to Major Goldman  
not to take any steps to get rid of this native  
occupation in respect of which compensation has been  
granted to him.

J. M. Allen

18/9/23

*for which the  
concession to the Int.  
has never been  
settled. Discontinued  
1923*

1731



KENYA  
No. 509

GOVERNMENT HOUSE,  
NAIROBI,  
KENYA.

RECEIVED  
9 SEP 1929  
C.O.L. OFFICE

10<sup>14</sup> August, 1929.

My Lord,

I have the honour to refer to my telegram of the 24th. June and Your Lordship's reply of the 26th. June on the subject of Major Goldman's land concession near Voi and to transmit for your information a copy of a letter dated the 10th. May received from Major Goldman during the period of his visit to this Colony.

*Gov. 18965/24*

2. Reference to Sir Robert Coryndon's despatch No. 354 of the 25th. March, 1924, on which was based the statement made in the Colonial Office letter to which Major Goldman refers in the second paragraph of his letter, will shew that at that time this Government was assured by the native Authority that no native interests would be impaired by this grant, and the position requires explanation for future record.

*Ans. 784 5 129*

As regards Native rights two groups of natives are concerned:-

- (a) Those in the vicinity of the Voi River;
  - (b) Those in the vicinity of the Awatati River.
- (a) In 1924 there had been some cultivation by natives on the south bank of the Voi River within the area to be leased to Goldman. The Chief Native Commissioner held that this strip of cultivation should be included.....

THE RIGHT HONOURABLE LORD PASSEFIELD, P.C.,  
SECRETARY OF STATE FOR THE COLONIES,  
DOWNING STREET,  
LONDON, W.C.2.

included in the Native Reserve and cut out of the Concession. The evidence of rights by the Natives was, however, considered insufficient and when the Native Reserve in this locality was declared in 1920 the strip in question was not included. At the instance of the Chief Native Commissioner specific reference was made in Clause 5 of the Grant to Section 86 of the Crown Lands Ordinance under which natives' occupation at the date of the Grant will be protected in their occupation. This cultivation, which was very slight, has since largely increased.

(b) During the war a small sub-tribe called the Wa-Kasigao were moved from their lands at Kasigao for military reasons and were placed by Government temporarily on the banks of the Kwatati. In 1923 to 1924 when the boundaries of this Concession were discussed the Senior Commissioner of the Province reported that there was no reason why the Wa-Kasigao should not be removed at any time to the neighbouring Teita Reserve wherein he could find for them ample accommodation. But, in order to avoid complications, the boundary of the Concession was drawn so as to exclude actual Native occupation at that time. Since then, however, the numbers of these people have increased and they have spread down the river banks inside the Concession boundaries.

3. It was to the latter occupation that Major Goldman on his arrival in the Colony called my attention and, although there appeared to be adequate justification for the removal of the Wa-Kasigao, the Acting Chief Native Commissioner represented that difficulties, which might involve Court proceedings under Section 86 of the Crown Lands Ordinance would be very likely to arise.....

C.S. GOLDMAN  
TELEGRAM ADDRESS  
GOLDMAN, LONDON  
LONDON WALL 222

28  
SALISBURY HOUSE,  
LONDON WALL,  
LONDON, E.C.2.

5th April 1929.

Proposed telegram to Officer Administering the  
Government of Kenya.

-----

Goldman and wife sailing Usaramo eleventh view to  
registration Company and arrange with Governor direct  
transfer thereto meanwhile developments start Layell  
Voi instructed clear 1000 acres Mwatati and corresponding  
bulbil nursery finances assured.

Mr. Axel [unclear]

X. 15527 [unclear]

Mr.

Mr.

Mr. Bqllomley. 5-46

Sir E. Harding

Sir J. Stuchburgh

Sir G. Grinthe

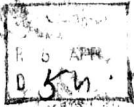
Sir C. Davis

Sir S. Wilson

Mr. Ormsby-Gore

Lord Lovat

Mr. Am...



23  
39  
2

2 to Mr. [unclear]  
Pip [unclear]

for you in

Dear Mr. Goldman <sup>C.O.</sup> Officer

2 DRAFT. S

C. S. Goldman, Esq  
17 Park St.  
W. I.

To Mr. [unclear] Barth  
(in original - envelope  
to the left side)  
I got [unclear]

Parkeison has told  
me that you are leaving  
for the west [unclear];  
I am glad that you  
are going out to  
get everything  
finally sorted up on  
the spot.  
I wish you a pleasant  
journey & a

Mr. acct 5/12/13

Mr.  
Mr.

Mr. E. B. Tomley 546

Sir E. Harding

Sir J. Shuckburgh

Sir G. Griggle

Sir C. Davis

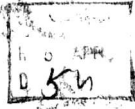
Sir S. Wilson

Mr. Ormsby-Gore

Lord Lovat

Mr. Amory

X. 15347 per [unclear]



23  
20

2 to Mr. [unclear]  
Rip [unclear]

for you in

Dear Mr. Goldman <sup>CO</sup> <sup>Apiece</sup>

2 DRAFT.

C. S. Goldman, Esq  
17 Park St.  
W. I.

20 in [unclear] [unclear]  
(in original - envelope  
to the left open)  
I got [unclear]

Particulars has told  
me that you are [unclear]  
for [unclear] next [unclear];  
I am glad that you  
are going out to  
get everything  
finally settled up on  
the spot.  
I wish you a pleasant  
journey & a

Personal visit

I enclose a letter  
for you to give to the  
Jacobs Barthe, who is  
administering the  
Government of the  
if he seems and then  
here, to see, I have

wished to give you a personal  
letter of introduction

~~to the Government of the~~  
~~Government of the~~

is familiar with  
you and a good  
reference as well.

Yours faithfully

Mr. Bottomley

Mr. Bottomley, 5.4.4

Sir E. Harcourt

Sir J. Shackleton

G. Grindle

Sir C. Davis

Sir S. Wilson

Mr. Ormsby-Gore

Lord Lough

Mr. Amery

2 DRAFTS

to Jacobs Barthe, CBE  
Minister  
(14th to 15th June)

72  
30

In Mr. Bottomley's name

CO

14/4

In the absence of  
Mr. Bottomley, I am  
writing you this  
letter of introduction on  
behalf of Mr. C. J.  
Goldman who is  
leaving with  
Goldman, for the  
next week.

Goldman needs no introduction  
in the ordinary sense; ~~his~~  
his name & his reputation  
will be as familiar to you  
as to the C.O. But he is  
an old political friend of  
~~and former Member of Parliament~~  
Mr. Chamberlain's; I know that,  
had he been here, Mr. Chamberlain  
would have written you  
a letter ~~concerning the~~ which  
would have told you of the  
steps which would be taken  
in regard to the matter.  
I am sure you will have from  
the official correspondence about  
the various points of concession,  
the fact is very good that  
the various negotiations have  
at last reached a  
satisfactory conclusion.

- Mr.
- Mr.
- Mr.
- Mr. Bostwick
- Sir E. Hardinge
- Sir J. Shuckburgh (19)
- G. Grimble
- Sir C. Davis
- Sir S. Wilson
- Mr. Ormsby-Gore
- Lord Lytton
- Mr. Amery

DRAFT

The only objection being  
that is that raised in  
the official file. I  
think it likely that the  
Government will be able to  
settle the matter  
without difficulty  
when Mr. Chamberlain

reaches. It is to be  
hoped that the  
negotiations will be  
concluded in a  
satisfactory manner.

X. 15247. 2

20  
32

Mr. Allen 1613

Mr. Patterson

Mr.

Mr. Bottomley.

Sir E. Harding.

Sir J. Spuckthorpe.

Sir G. Gringle.

Sir C. Davis.

Sir S. Wilson.

Mr. Ormsby-Gore.

Lord Lovat.

Mr. Amery.

RECEIVED  
15 MAR  
1928

Out 2

DRAFT.

C. S. Edman Esq

Copy this to Gen. 208, 21 Mar 1928

he receipt of your letter of  
the 15th March and  
transmit to you a  
copy of a telegram  
which has been sent  
to the S. R. C. & Messrs  
with regard to the  
law report that a  
clause may be  
added to the Treaty  
in the *vis major*  
Cessionary empowers  
the Government as

Palmerston  
Hence  
Caribbean  
✓

Laf.

Your principal the Company

check to propose it

Register in Kenya under

TOUTA

his title in Kenya

Canacoin Ltd.

2. A further comment

will be addressed to you

when a copy is received

from the O.P.S.

3. The cost of this

copy is not out of the copy

from the O.P.S. will be

claimed from you as

due cost.

Sawyer

UNION.

Mr. Aden 10/3

Mr.

Mr. Aden 16/3/1933

Mr. Bottomley

Mr. H. Harding

Mr. J. Shuckburgh

Mr. G. Grindle

Mr. C. Davis

Mr. S. Wilson

Mr. Ormsby-Gore

Lord Lovat

Mr. Amery

DRAFT.

Governor

Nairobi

under title

Kenya Canacoin Ltd.

Received copy of  
to Mr. Aden for  
signature.

X. recd. by  
10/3/33  
Added to list  
2:30 - 16/3/33

with necessary steps

16/3/33

Your letter to the Governor dated 10/3/33

Goldman's proposal

to register the company

in Kenya

and to enquire whether

in order to avoid

any possible objections

clause could be

added to grant

giving him right

to nominate the company

as his principal

in which he would be

prepared to sign

by 16/3/33  
Goldman's proposal

any witness additional  
to that referred to in  
para 14 of Tax dep of  
6/2/20 No 34 which he  
has already given.  
Do you agree & if so  
what further witness  
if any is required.  
Reverable.

20/2/20

any indemnity additional

to that referred to in

para 10 of your letter of 26

of June No 34 which he

has already given @

Do you agree or if so

what further indemnity

if any is required.

Respectfully

SALISBURY HOUSE  
LONDON WALL  
LONDON E.C. 2

RECEIVED  
15 MAR 1929  
COL. OFFICE

15th March 1929.

3A

The Under Secretary of State,  
The Colonial Office,  
S.W. 1.

Sir, Re The Voi-Mwatati Concession.

I beg to inform you that I am about to register a Company in Kenya under the title of Taita Concessions Limited with a nominal Capital of £100,000 divided into 100,000 8% Preference Shares and 250,000 Ordinary Shares. This Company will have 250,000 cash subscribed and available.

In order to avoid the double expense of conveyance, I venture to enquire whether a clause could be added to the lease, giving me the right to nominate as my principal The Taita Concessions Limited. Should this addition necessitate the personal indemnity that I have given being extended to include the said Company, I should be willing to give such an indemnity.

If the insertion of the clause to this effect has your agreement in principle, it will be glad if a cable might be prepared to the Office administering the Government of Kenya to the effect that I, the undersigned, am responsible for the said clause.

Yours faithfully,  
Your obedient servant,

PERFECT GOLDMAN.

Mr.  
Mr.

W. C. Phillips

X 15522/29 Acorn 1/10

35

X Mr. Bottomley 14.3.29

- Sir E. Harding
- Sir J. Shuckburgh
- Sir G. Grindal
- Sir C. Davis
- Sir S. Wilson
- Mr. Ormsby-Gore
- Lord Loval
- Mr. Amery

154  
10 MAR 1929

3/4  
L. S. W. 1929

DRAFT.

C. J. Goldwin }  
Salisbury House  
London W.C.1

With ref. to the letter from  
the Dept of the S. Branch  
and in confirmation of the  
instructions sent to your  
office by telephone  
on the 11th March, 1929  
etc. to say you had  
a list of names  
received from the

Recd. 2/12/29  
D. J. A. 11/2/29

Vertical text on the left side of the page, possibly a reference or file number.

Mr. A. C. ... X 18522/129 ... 1/10  
35

- Mr. Bottomley 14.5.24 f
- Sir E. Harding
- Sir F. Shackburgh
- Sir G. Brindley
- Sir C. Davis
- Sir S. Wilson
- Mr. Ormsby-Gore
- Lord Lovat
- Mr. Amery

154  
3/4

1000 1929

DRAFT

C. J. Goldmann, }  
Salisbury House,  
London W. 1

... to the ...  
... branch  
... of the  
... office by telephone  
... branch  
... that  
... been  
... for the

Recd. ...  
...

C.O. 533 / 385

Reg. of Kenya, 1952.

He states that the proposed amendment to the additional clause referred to in para.

3 of the Bill from this Dept.

of the 2<sup>nd</sup> March is accepted.

(12)

It is understood, therefore, that the clause will read ~~with~~ <sup>with</sup> the following effect -

... if during the next term of 6 years the number of expenditure on improvements by the grantee, at the end of every year shall not in the aggregate be the equivalent of £ 50,000.

If each year exceeds then for each year of £ 50,000 of

Mr.

Mr.

Mr. Bottomley.

Sir E. Harding.

Sir J. Shuckburgh.

Sir G. Grindale.

Sir C. Davis.

Sir S. Wilson.

Mr. (Mrs.) Gore.

Mr. (Mrs.)

Mr. (Mrs.)

DRAFT.

of the total sum of £ 50,000 which is unspent, 50% of the unspent sum shall be selected for

subvention by the grantee

which shall be forfeited,

but such forfeited sum

need not necessarily

be in the hands of the

grantee.

The words "the grantee" shall

include the

grantee's

representatives

and the

trustees

X. 102217. 25  
Kenya

15 37

- Mr. H. H. Allen 5/3
- Mr. Robinson 5/3
- Mr.
- Mr. Bottomley
- Sir E. Baring
- Sir J. Shackleton
- Sir G. Grenville
- Sir C. Davis
- Sir S. Wilson
- Mr. Ormsby-Gore
- Lord Lovat
- Mr. Amery



5 March 1907

*[Handwritten signature]*

I am so to ack.

DRAFT. Caspar

C. S. Goldsmid Esq

his receipt of your letter  
 of the 4th inst.  
 regarding the case of  
 Casuarina  
 1. Voi - Muramba;  
 to inform the Hon  
 the O.A.S. of Kenya is  
 being consulted by  
 telegraph in regard to  
 the proposed amendment  
 to the additional  
 clause referred to

*[Handwritten signature]*

in para 3 of the letter from

the Dept of the "Law" (10-12)

2. A further comment

will be addressed to you

when a copy is recd

from the Dept.

I am

Yours faithfully

X. 1326). 28

Remed

closed & sent 5/3/28  
2.0 P. AT

Mr. H. H. H. 5/3

Mr. Sabine 7/27/28

Mr.

Mr. Holcombe 5/1/28

Sir E. Harding.

Sir J. Shuckburgh

Sir G. Cradock.

Sir C. Davis.

Sir S. Wilson

Mr. Ormsby-Gore

Lord Lovat.

Mr. Amery.

16<sup>th</sup> 5<sup>th</sup> March  
until March No 59  
raises no objection  
Goldman's ~~agrees~~  
revision  
amendment of forest  
of additional clauses  
we proposed by E.C. the  
English  
words + that  
meaning of  
some words "usually"  
balance "was not"  
clear and might lead  
to misunderstandings  
as to how to be  
deleted by him the  
draft suggests  
further amendment  
by deleting words

DRAFT Copy:

Important

Governor

Mairori

~~Done~~

2/2/28

"6000 acres of the unallotted  
balance of the 6000 acres  
shall be forfeited" and  
substituting the following

words "6000 acres of the  
6000 acres shall be selected  
for surrender & the grantees  
and shall be forfeited, but  
such forfeited areas need not

necessarily be in contiguous  
blocks. Proposed amendment  
in accordance with C.O. letter enclosed  
spirit of ~~proposed~~ relevant part of  
~~the no objection to~~

~~proposed amendment~~ and I trust  
I shall be able to agree  
the reply to you is possible

Allen

18965/24

CS & GOLDMAN  
TELEGRAPHIC ADDRESS  
GOLDMANNIA LONDON  
LONDON WALL 222B

13  
SALISBURY HOUSE,  
LONDON WALL  
LONDON, E.C.2.

4th March 1929.

39

The Under Secretary of State,  
The Colonial Office,  
S.W. 1.

RECEIVED  
5 MAR 1929  
COL. OFFICE

Sir,

I beg to acknowledge the receipt of your letter of  
the 2nd instant, No. 15547/29, conveying the telegraphic reply  
regarding the lease of the Voi-Mwatati Concession from the  
Officer Administering the Government of Kenya.

I am pleased to note that the form of the Grant as  
submitted by the Department of Lands, Nairobi, on the  
9th February 1927, will be adhered to with the additional  
clause proposed by me in the form as now set out in Clause 4  
of your letter.

Owing to the elimination of the preamble of the  
clause submitted by me, the words "the unallotted balance",  
in the 4th line from end of Clause 3, might leave the position  
of land selected by me open to question, and to prevent any  
future misunderstanding on this point I suggest that the  
following words be deleted:-

"6,000 acres of the unallotted land & 6,000 acres  
shall be forfeited"  
and the following words substituted

"6,000 acres of the 60,000 acres shall be selected for  
surrender of the grantees and shall be forfeited, but such  
forfeited areas need not necessarily be in contiguous blocks".

I very much trust that the Government will accept  
this insertion, as unless a provision of this nature is now  
made, I apprehend further difficulties being raised, which  
would only further delay the finance and a final settlement.


4th Mar. 1929. 40

With reference to your letter of May 30th 1924, No. 18965/24, paragraph 4 will show that it was contemplated that the areas that could be selected upon which £3,000 per annum is to be spent, need not necessarily be contiguous. Although the technical wording may not render it quite applicable, the general and consequential inference of the clause is that any areas to be given up should not necessarily be contiguous. Moreover the Concession, as in fact is the case, is composed of 2 non-contiguous tracts.

On these broad lines I very much hope that my proposal will be concurred in.

I have the honour to be, Sir,

Your obedient Servant,



4th Mar. 1929. 40

With reference to your letter of May 30th 1924, No. 18965/24, paragraph 4 will show that it was contemplated that the areas that could be selected upon which £3,000 per annum is to be spent, need not necessarily be contiguous. Although the technical wording may not render it quite applicable, the general and consequential inference of the clause is that any areas to be given up should not necessarily be contiguous. Moreover the Concession, as in fact is the case, is composed of 2 non-contiguous tracts.

On these broad lines I very much hope that my proposal will be concurred in.

I have the honour to be, Sir,

Your obedient servant,



made in the form  
which you desire,  
namely, that of the  
draft enclosed in the  
letter from the Dept. of  
Lands, Nairobi (No. U. 7045-V)  
of the 9<sup>th</sup> Feb. 1921 to Mr.  
C. B. Hausburg with the  
addition of a clause to the  
effect that ~~the~~

As to the other clause  
which you proposed, if the  
land is ~~to be~~ granted  
as now proposed, the draft  
which you proposed, which  
provides ~~that~~ of the said  
part of the draft shall be omitted,  
provision being made to the effect  
that if during the said term of  
ten years the amounts expended  
on improvements by the ~~grantee~~  
at the end of every year shall  
not be more than

equivalent of shs. 60,000  
for each year elapsed, and  
then for each sum of  
shs. 60,000 the total sum  
of shs. 600,000 which is  
expended, 6000 acres of  
the unallotted balance of  
the 6000 acres shall be

Mr.  
Mr.  
Mr.  
Mr. Bottomley.  
Sir E. Harding.  
Sir J. Shuckburgh  
Sir G. Grindle.  
Sir C. Davis.  
Sir S. Wilson.  
Mr. Ormsby-Gore.  
Lord Lovat.  
Mr. Amery.

DRAFT.

a further  
the phrases  
to add to  
the clause  
words to  
the effect  
that

proposed; ~~that~~ in such  
cases the unallotted area  
shall be borne by the  
grantee.

The 2000 acres  
that a grant is being  
proposed accordingly



TO ALL TO WHOM THESE PRESENTS SHALL COME  
 I, CHARLES SYDNEY GOLDMAN, of Salisbury House,  
 London, England, send greeting.

WHEREAS by a deed bearing date the 31st day of  
 September, 1902, in consideration of the Governor of  
 Kenya Colony and Protectorate granting a lease to  
 them in pursuance of agreements in the said deed  
 referred to and in accordance with the terms agreed upon  
 between the Secretary of State for the Colonies and  
 William Hood Calverton, the Right Honourable Lord Calverton  
 and Cecil Alfred Grenfell and me the said Charles  
 Sydney Goldman (hereinafter referred to as the Grantees)  
 the Grantees bound themselves jointly and severally and  
 their respective Executors, Administrators and Assigns  
 fully and completely to indemnify the said Governor at  
 all times thereafter against all claims proceedings suits  
 actions debts and demands whatsoever which might be  
 brought against the said Governor by any person or  
 persons other than themselves and their respective  
 Executors, Administrators and Assigns claiming any  
 interest in the agreements referred to in the said deed  
 and dated the 19th day of September, 1906, and WHEREAS  
 it was agreed between the Governor of Kenya Colony and  
 Protectorate and the Grantees to substitute for the area  
 referred to in the said deed another area of 60,000  
 (sixty thousand) acres near Mwatani and WHEREAS the said  
 Lord Calverton and Cecil Alfred Grenfell have since died  
 and I, the said Charles Sydney Goldman, have acquired  
 the

C.O. 533 / 385

RECORDED  
 FILED WITHOUT INDEX  
 PUBLIC RECORDS OFFICE



Letter from the Dept. of Lands  
(No. U. 7045 V.) of the 19 Feb

1927 to Mr. C. B. Hausburg,

with the addition of a clause

to the Special Conditions in the

terms wh. you have suggested

the app. clause wh. you

submitted with your letter has

been included in the telegram

in expense, ~~with the~~ substituting

for the last three lines of the

phrasing appears when you called

at the C.O. viz. "then for

each sum of Sh. 600,000 of the total

sum of Sh. 600,000 which is

unapplied 600,000 of the

unallocated balance of Sh.

60,000,000 shall be forfeited."

(2) A further letter will be sent

to you when a reply to the

tel. is received. In the meantime

it is understood that you will

complete a return to the Dept. of

Lands ~~with~~ ~~the~~ ~~form~~

~~the~~ ~~form~~ ~~suggested~~ ~~was~~ ~~sent~~ ~~to~~ ~~you~~ ~~in~~ ~~C.O.~~

2. Mr. of the Dept.

K. 15547/29 Kenya.

Mr. Alcock 19.2.29

Mr.

Mr.

Mr. Bonnier 19.2.29

Sir E. Harding.

Sir J. Shuckburgh.

Sir F. Ginnell.

Sir C. Davis.

Sir S. Wilson.

Mr. Ormsby-Gore.

Lord Lovat.

Mr. Amery. London.

**DRAFT.** 1929

Governor, Nairobi.

When this telegram  
(if approved) has  
gone, recirculate  
file urgently to me  
for letter to Mr. Goldman.  
A.S.S.

Handwritten notes:  
19/2/29  
3.30p

19<sup>th</sup> February. Your despatch of

19th January No. 100 Goldman will give

desired indemnity. But all his recent

commitments including those for

capital and his existing commitments

are based on that trust deed

Goldman's letter of 11th

1927 - which was sent to me and it was

clear in that which he suggested

indemnity to be paid in addition

to clause 10 of the 1927 Deed

23rd November 1927 by the 1927 Deed.

He suggests following for additional

clause begins "Grantee shall have

right to select and have allotted to

them at end of any year in respect of

each expenditure of Sh. 600,000

improvements to land hereby granted  
of nature specified in schedule hereto  
one tenth of the area now granted namely  
6000 acres and if during said term of ten  
years amounts so expended by grantees at  
end of any year shall not in the aggregate  
be equivalent of shs. 60,000 for each year  
elapsed then for each sum of Shs. 60,000  
of total sum of Shs. 600,000 which is  
unspent 6000 acres of the unallotted  
balance of the 60,000 acres shall be  
forfeited and  
Gillman states that all his arrangements  
for finance will fall through unless matter  
settled in this way in next two or three weeks.

It has assumed lease would be in form  
Proposed by Land Department February 1927  
and read for new procedure ~~which is~~  
~~not~~ is not understood. Additional  
conditions proposed seems satisfactory.  
Gillman is said to accept Gillman's views  
but is reluctant for him to express definite  
opinion in absence of information as to  
reason

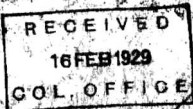
[ I did not tell  
Mr. Gillman that  
we had met this  
morning ]

C.S. GOLDMAN  
TELEGRAPHIC ADDRESS  
GOLDMANNIA, LONDON  
LONDON WALL 207

50 5  
SALISBURY HOUSE,  
LONDON, W. 8.  
LONDON, E. C. 2.

15th February 1929.

The Under Secretary of State,  
The Colonial Office,  
S. W.



Sir,

No. 14  
I have to thank you for your letter of the 14th inst., reference 15547/29, in which you enclose copy of the agreement for the grant of the Bura-Mwatati Concession, and the form of indemnity now required.

Your letter indicates and explains the form that has been adopted in respect of the grant.

*this is correct as stated.*  
I regret that Major Robertson Eustace should have approved the agreement on my behalf without previously consulting me, as my cabled instructions to him were that he should sign on my behalf the agreement which had been forwarded by the Department of Lands under a covering letter to Mr. C. P. Hausburg, dated 19th February 1927.

No. 13  
15183/28  
In my letter to you dated October 5th 1928, I refer to this draft Lease and to an obvious omission which must be included under Clause (1) and (2) of the special Conditions to embody the special arrangement in respect of expenditure and the corresponding allotment of areas. Subject to this omission being included I conveyed that Major Robertson Eustace should be asked to sign that agreement on my behalf.

No. 22  
I would refer you to your letter of the 23rd Nov. 1928, reference number 15183/28, in which you inform me that a telegram had been received from the Governor, stating that "the clause under Special Conditions was omitted by accident and will now be inserted".

I have drafted a Clause to be added to Clause (2) of that agreement, which I venture to think carries out the arrangement which was omitted, and I submit this for your approval.

Copy Sec. 2 & 6  
If it has your agreement in principle, I trust that on receipt of this letter you will very kindly suggest an early appointment with a view to considering and agreeing, I trust,

53  
4

Mr. Allen

X15547/29/Kenya

Mr. Talbot

Mr.

Mr. Bateman

Sir E. Harding

Sir J. Shuckburgh

Sir C. Girdle

Sir C. Davis

Sir S. Wilson

Mr. Ormsby-Gore

Lord Local

Mr. Amery

Handwritten initials

Handwritten initials and scribbles

February, 1929.

Sir,

DRAFT.

C.S. Goldman, Esq.

1. Salisbury House  
London Wall  
EC2

With reference to your letter of the 19th January I am etc. to inform

you that a despatch has now been received from the Officer Administering

the Government of Kenya, forwarding an Agreement for the grant of the

Vol ~~and~~ Mwatani concession.

2. The Title in respect of the land has been prepared in the form of an Agree-

ment to Lease, to be ratified the issue of separate grants <sup>under</sup> the

Registration of Title Ordinance upon completion of the development conditions

prescribed in respect of the areas to be included in such grants. The Officer

Administering the Government states that

Copy: 1.  
minib.

Copy for 205 - 10/11/29

Handwritten signature/initials

This Agreement has been approved by Major  
and has been signed in your behalf and has  
been duly stamped, but that registration  
of the document in the Colony will not be  
necessary.

3. The Officer Administering the Government  
has sent the Agreement ~~you~~ in duplicate, but  
has requested that before it is forwarded to  
you for signature, a satisfactory indemnity  
may be obtained from you against all claims  
which may, not only by the heirs and successors  
of the deceased Sir MacAllister, but also by the  
heirs and successors of Colonel Grenfell, Lord  
Tottenham, or other persons.

4. <sup>any</sup> ~~you~~ are requested to transmit to you a  
draft of the <sup>indemnity</sup> ~~agreement~~ required and to request  
that you see no objection to its terms,  
and when you feel enough to execute it and  
submit it to this Department duly dated, signed  
and sealed. The completed indemnity will then  
be sent to the ~~Colon~~ for stamping and registration.

5. On receipt of the completed indemnity,  
the Agreement will be forwarded to you in  
duplicate for signature, duly attested by a  
Notary Public.

IRON

TO ALL TO WHOM THESE PRESENTS SHALL COME  
I, CHARLES SYDNEY GOLDMAN, of Salisbury House,  
London, England, send greeting.

WHEREAS by a deed bearing date the 21st day of  
September, 1922, in consideration of the Governor of  
Kenya Colony and Protectorate granting a lease to  
them in pursuance of agreements in the said deed  
referred to and in accordance with the terms agreed upon  
between the Secretary of State for the Colonies and  
William Hood Walrond, the Right Honourable Lord Waleran,  
and Cecil Alfred Grenfell and me, the said Charles  
Sydney Goldman (hereinafter referred to as the Grantees)  
the Grantees bound themselves jointly and severally and  
their respective Executors, Administrators and Assigns  
fully and completely to indemnify the said Governor at  
all times thereafter against all claims proceedings suits  
actions costs and demands whatsoever which might be  
brought against the said Governor by any person or  
persons other than themselves and their respective  
Executors, Administrators and Assigns claiming any  
interest in the agreements referred to in the said deed  
and dated the 19th day of September, 1906, and WHEREAS  
it was agreed between the Governor of Kenya Colony and  
Protectorate and the Grantees to substitute for the area  
referred to in the said deed another area of 60,000  
(sixty thousand) acres near Mwatati and WHEREAS the said  
Lord Waleran and Cecil Alfred Grenfell have since died  
and I, the said Charles Sydney Goldman, have acquired  
the

Rep  
12/2/29

To be copied on  
white paper without  
any C.O. mark on it  
9. 6. 1930

56

TO  
TO ALL WHOM THESE PRESENTS SHALL COME  
I, CHARLES SYDNEY GOLDMAN, of Salisbury House,  
London, England, send greeting

WHEREAS by a deed bearing date the 21st day of  
September, 1922, in consideration of the Governor of  
Kenya Colony and Protectorate granting a lease to  
them in pursuance of the agreements in the said deed  
<sup>referred to</sup>  
~~referred to~~ and in accordance with the terms agreed upon  
between the Secretary of State for the Colonies and  
William Hugh Waleran, <sup>Lord Waleran</sup> the Right Honourable Lord Waleran,  
and Cecil Alfred Grenfell and me, the said Charles  
Sydney Goldman (hereinafter referred to as the Grantees)  
the Grantees bound themselves jointly and severally and  
their respective Executors, Administrators and Assigns  
fully and completely to indemnify the said Governor at  
all times thereafter against all claims proceedings suits  
actions costs and demands whatsoever which might be brought  
against the said Governor by any person or persons other  
than themselves and their respective Executors, Administra-  
tors and Assigns claiming any interest in the agreements  
referred to in the said deed and dated the 19th day of  
September, 1906, and WHEREAS it was agreed between the  
Governor of Kenya Colony and Protectorate and the Grantees  
to substitute for the area referred to in the said deed  
another area of 60,000 (sixty thousand) acres near Mwatani  
and WHEREAS the said Lord Waleran and Cecil Alfred Grenfell  
have since died and I, the said Charles Sydney Goldman, have  
acquired the interests of the respective estates of the said  
Lord Waleran and Cecil Alfred Grenfell in the said areas

copy to be retained

C.O. 533 / 385  
PUBLIC RECORD OFFICE



58 2



KENYA

GOVERNMENT HOUSE,  
NAIROBI,  
KENYA

No. 34

RECEIVED  
-9 FEB 1929  
COL. OFFICE

19 <sup>15</sup> January, 1929.

Sir,

I have the honour to refer to your despatch No. 883 of 5th <sup>December</sup> January, 1928, and your cablegram of 3rd January on the subject of the Voi-Mwatati Concession to Major Goldman.

The Title in respect of the land has been prepared in the form of an Agreement to Lease, to be ratified by the issue of separate grants under the Registration of Titles Ordinance upon completion of the development conditions prescribed in respect of the particular areas to be included in such grants. This agreement has been approved by Major Robertson Eastace on behalf of Major Goldman and has been duly stamped. Registration of the document in this Colony is not necessary.

The Agreement in duplicate is enclosed herewith. I shall be glad if you will secure Major Goldman's signature to both copies, duly attested by a Notary Public, and return the duplicate to me in due course. The original should be handed over to Major Goldman upon receipt of a satisfactory indemnity against/

Agreement.

No. 26 on 15/8 2/28  
31

copy of agreement returned by 8.1.29

THE RT. HON.  
LT. COL. I. C. M. S. AMERY, P.C., M.R.,  
SECRETARY OF STATE FOR THE COLONIES,  
DOWNING STREET, LONDON, S.W.1

against all claims whatsoever, not only by the heirs and successors of Diespecker and MacAllister but also by the heirs and successors of Col. Grenfell and Lord Waleran, and any other persons. This indemnity should be forwarded in due course for stamping and registration in this Colony.

No 31 on 15/18 3/28

3. The indemnities to which you refer in your cablegram of 3rd January have again been examined. The original one dated 21st September, 1922, is an indemnity executed by Lord Waleran, Col. Grenfell, and Major Goldman against any claims on behalf of the Diespecker MacAllister interests in connection with the Coast area which was the subject of the original agreement with Diespecker & MacAllister.

4 214-2/25

The supplementary document forwarded under cover of your despatch No. 494 of the 30th May, 1925, purports to be an indemnity from all three parties to whom the new title was to be granted "against all claims, proceedings, suits, actions, costs and demands whatsoever which might be brought against the said Governor by any person or persons other than themselves and their respective executors, administrators and assigns claiming any interest in the agreements thereinbefore referred to."

In your despatch it is stated that the original supplementary Deed is forwarded, but the Deed sent by you is marked "draft". This document is executed by two of the parties only - Lord Waleran and Major Goldman. It is undated and unstamped and although it purports to be under seal it is unsealed. It may be that the document in my possession is, in fact, a draft only and that the original was retained by you and is a fully/

60

3.

fully completed Deed.

*By the Hon. Secy. of State  
for the Colonies  
on 14/12/1902  
v. 22872*

4. In any case, however, this document specifically excludes from the indemnity claims arising from Col. Grenfell and Lord Waleran and their respective heirs and successors. As it is understood from the correspondence hereon that Major Goldman has acquired the interests of the Estates of Colonel Grenfell and Lord Waleran in the Concession I am advised that an indemnity should be secured from Major Goldman in similar terms to the indemnity already executed covering all possible claims arising from any quarter.

5. I trust you will agree that before the Agreement passes into the hands of Major Goldman, some security of this kind is necessary.

I have the honor to be,

Sir,

Your obedient humble servant,

ACTING GOVERNOR.

CO. 518 / 385  
PUBLIC RECORD OFFICE, LONDON

261  
TELEGRAM from the O.A.G. of Kenya to the Secretary of State for the Colonies.

(Dated 23rd January Received Colonial Office 5.25 p.m. 23rd January, 1929.)

No. 16. 23rd January.

Your telegram of 3rd January Goldman Concession supplementary indemnities 1924 copy in my possession is undated unstamped and unsealed, it is marked draft. The original may be in your possession and properly completed. In any case however claim by heir of Grenfell and Waleran does not appear to be covered. Indemnities desired from Goldman to cover all claims whatsoever despatched sent last mail.

19th Jan. 1929

- (2) an appeal from any local decision as to allocation of water will be included in the terms of the water permit to the satisfaction of the concessionaire.

With regard to the last paragraph of the Governor's despatch saying that the Lease will be issued subject to a satisfactory indemnity from myself, I note that you have cabled to Kenya enquiring as to the nature of the indemnity referred to and that you will communicate this information to me as soon as you receive it.

May I express my very sincere thanks to you for all the trouble you have taken in this matter, and I am pleased to think that this question of water has now been placed on a satisfactory basis.

May I mention in conclusion that I have received several communications from Major Robertson Eustace intimating that the lease has been signed by him on my behalf and is being forwarded to the Colonial Office and further that the transfer of the lease from myself to a company to be formed will be duly sanctioned.

I have the honour to be, Sir,

Your obedient servant,

*A. S. G. G. G.*