

1925

KENYA

41902  
15 SEP 25

Date

19th August 1925.

G. DENHAM.

CONF 139

COLLOCATION

CEDAR CUTTING CONCESSION IN MASAI RESERVE

... Fwds draft copy of agreement, and recommends grant of concession for 1 year over an area of 600 acres. Native Council... Royalties would be paid into Masai Trust Fund.

MINUTES

From the point of view of the Masai... it seems to me that as best I can see... the cedar timber in the forest include their reserve. They cannot possibly turn the cedar to profitable advantage to themselves, and so long as they have the proceeds of the lease and their ordinary use of other timber is not interfered with, there can be no objection.

As regards the form of the lease generally, there is no objection... to reject but the Government... the risk of carrying the... it would... definite provisions... conforming

Department to... choose. We are... the

copy along to the Masai Council

Subsequent Paper

B.O. 49446 (Hull)  
496276 (Cassarin)

the retiring C.F.O. has been able to the maintenance as  
much as to the exploitation of the Colony's cedar resources  
and no opportunity should be lost. As replanting would  
be for the benefit of the future it would be reasonable  
to have a fund be charged against the royalties  
to be paid to the Government. This fund should

be controlled by the area is to  
be used for the purpose of  
replanting and the maintenance  
of the area. The fund should be  
paid to the Government and  
the Government should be  
responsible for the maintenance  
of the area.

The Government should be  
responsible for the maintenance  
of the area. The fund should  
be used for the purpose of  
replanting and the maintenance  
of the area. The fund should  
be paid to the Government and  
the Government should be  
responsible for the maintenance  
of the area.

The Government should be  
responsible for the maintenance  
of the area. The fund should  
be used for the purpose of  
replanting and the maintenance  
of the area. The fund should  
be paid to the Government and  
the Government should be  
responsible for the maintenance  
of the area.

1936

29  
and

KENYA.

No. 139

CONFIDENTIAL.



C.O.  
41902 173  
GOVERNMENT HOUSE  
Nairobi

KENYA.

15th August, 1925.

With reference to your Confidential Memorandum No. 2 of 15th October, 1924, in which you advised that proposed grants of concessions in Native Reserves should receive your prior approval, I have the honour to transmit a draft memorandum of agreement in respect of a Forest Concession if it is proposed to grant in the Masai Reserve over an area of 600 acres for a period of 10 years.

The area in question is an isolated piece of forest and is in constant danger of being burnt out if it is not worked and the concession has been proposed by the Chief Native Commissioner acting on behalf of the Masai Native Council.

*With their full concurrence*  
*agreement*  
3. With the concurrence of my Executive Council I recommend that the concession be approved and that all royalties derived from it be paid into the Masai Trust fund, it will be observed the royalty proposed is that fixed under the Forest Rules of 1912 for all cedar cut in Government Forest Reserves.

I trust that the proposal will receive your approval.

I have the honour to be,

Sir,

C. Hon.  
G. L. C. M. S. Amery, F.C. M.P., Your most obedient humble servant,  
Secretary of State for the Colonies  
Downing Street,  
LONDON.

*G. L. C. M. S. Amery*  
ACTING GOVERNOR.

MEMORANDUM OF AN AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_

One thousand nine hundred and twenty five Between

\_\_\_\_\_ in his capacity as the Land

Officer for the time being for the Colony of Kenya (hereinafter called "the Grantor"), which expression shall mean the Grantor so far as he includes his successors in office or his assigns and \_\_\_\_\_ (hereinafter called "the

Grantee"), which expression shall where the context so admits include their heirs Administrators executors and assigns of the other part WITNESSETH

WHEREAS on the First day of September one thousand nine hundred and twenty one the District Commissioner of Nairobi issued and granted to one H.N. Hoyer a license sitting and removing permit in respect of 100 acres of ground consisting of two blocks about seven miles West of Nairobi and within one mile of the main Kijabe-Narok Road in the Masai Reserve as more fully appears from a true copy of the said permit hereto annexed marked "A" AND WHEREAS the Grantees have acquired all the right and title of the said H.N. Hoyer in and to the aforesaid permit

AND WHEREAS the Grantees have applied to the Grantor for a further area adjoining the aforesaid 100 acres AND WHEREAS the

Grantees have caused a plan of the said area of 100 acres and the required extension to be made such area and extension being

marked "B" on the said plan copy of which is hereto annexed.

AND WHEREAS the Grantor has agreed and consented to grant the Grantees a further area of 500 acres in addition to the 100 acres granted to the H.N. Hoyer and taken over by the Grantees

AND WHEREAS the whole area including the 100 acres granted to the H.N. Hoyer and taken over by the Grantees and the 500 acres granted to the Grantees by the Grantor

HEREBY IS HEREBY AGREED by and between the parties

1. The Grantor does hereby grant to the Grantees, by way of a concession right or permit, and shall all other rights (and such other things as may be reasonably required for such an area) in the said area of 500 acres of land or parts thereof within one mile of the said area of land, in the case of the area being indicated by the figure "B" marked on the plan

annexed hereto upon the following terms and conditions:-

- 2. (a) That this concession right or permit shall be for a period of 10 years commencing from the date hereof.
- (b) That the Grantees shall not assign, sublet, mortgage or charge the whole or any part of this concession without the permission of the Grantor having first been obtained in writing.
- (c) That the Masai tribe shall be entitled to graze cattle in the said area and shall be entitled to cut

such timber (save and except Cedar) for their reasonable requirements.

(d) That the Grantees shall not be required to replant or to clear fall-

(e) That no survey or demarcation by a licensed surveyor of the aforesaid areas will be necessary.

(f) That the Grantees shall take all reasonable precautions against destruction of the aforesaid areas by fire.

8. In consideration of the above the Grantees shall make the following payments to the Grantor:-

(a) In respect of the 100 acres originally granted to the said H.N. Hoyer by the permit aforesaid and taken over by the Grantees, no payment whatever by way of royalty or otherwise shall be made by or claimable from the Grantees and all timber and all trees cut and felled in this area shall be the free and entire property of the Grantees and shall not be liable to inspection by the Grantor or his nominee.

(b) In respect of the additional area of 500 acres the Grantees shall pay to the Grantor for all Cedar trees cut thereon a royalty based upon the forest rules of the 12th day of May 1912, namely Cents 60

felled and has been measured by the Grantor or his nominee.

(b) The Grantor or his nominee may enter upon the lands on which timber rights are hereby granted at all reasonable times and such persons shall be allowed all reasonable facilities as may be within the power of the Grantees.

(c) The Grantees will not at any time during the said term use the said land for any purpose not expressly or by implication authorized under or by virtue of these presents and in particular will not at any time win, cut or remove any precious stones or any ores or minerals or oil from the said land; provided however that the Grantees shall be entitled to house all employees on the forest area and to keep such cattle thereon as they may require for the purposes of their business.

4. It is hereby agreed that the aforesaid free area of 100 acres shall be forthwith mutually demarcated by the Grantees and the District Commissioner of Narok; should any dispute thereon arise between the Grantees and the said District Commissioner when the said demarcation is being made it shall be competent for the Senior Commissioner Masai Province to

hear the evidence of the said H.N. Hoyer and of the Masai Council as to the original beacons and boundaries of the area comprised and the said area of 100 acres granted to the said H.N. Hoyer under the permit of 1st September 1921 and to give a decision which shall be binding upon all parties provided that in the event of the decision of the Senior Commissioner (Native Province) being upheld or not substantially altered by the Chief Native Commissioner the Grantees hereby agree to indemnify Government against any necessary expenses which shall have been incurred by the Chief Native Commissioner in connection with such appeal.

7. The Grantees undertake to cut and fell all Cedar trees within the said area of 100 acres prior to felling or cutting any trees in the extended area of 500 acres.

8. When the Grantees shall have cut out the trees on the area of 100 acres aforesaid they shall have the following options to be exercised not later than 4 years from the date of this Agreement:-

- (a) To purchase the right to cut all the Cedar trees in the extended area of 500 acres for a sum to be mutually agreed upon and to be paid at such time and manner as the Grantor may determine

or

- (b) they shall have the right to cut such Cedar trees



in the extended area aforesaid upon the terms of the royalty set out in paragraph 2 (b).

7. The Grantees shall however give notice to the Grantor that the trees on the aforesaid area of 100 acres have been fully felled and removed prior to commencing any operations on the extended area of 800 acres aforesaid and provided further that they shall give notice in writing of the option which they intend exercising one month prior to commencing felling operations in the aforesaid extended area.

8. Should any breach of any of the terms or conditions of this Agreement occur, or should the Grantees, or any person lawfully claiming under them in respect of this Agreement fail to pay such royalties as may be due within one year of the same having been demanded, or become bankrupt or insolvent or commit any act of bankruptcy or insolvency or should one of the options mentioned in clause 6 not be exercised within 4 years from the date of this Agreement it shall be lawful for the Grantor to cancel this Agreement and thereupon all rights of the Grantees and their assigns shall be terminated but such cancellation shall not affect any rights which the Grantor possesses under this Agreement.

IN WITNESS etc., etc.,

COPY.

EAST AFRICA PROTECTORATE.

....

A licence under the provisions of the Outlying Districts Ordinance, 1902, to enter a closed district.

Name of Licensee	Major H.N. Hoyer.
Address	Mandala
Description of closed district which licensee may enter hereunder	Masai Reserve
Surety (if any)	-----
Conditions upon which this licence is granted	While holding a permit to cut timber (see reverse)
Place of Issue	Narok
Date of issue	15/8/21      1/9/21
Date of expiry	15/8/22      1/9/22.
	sd/-
	for District Commissioner

TIMBER CUTTING & REMOVING PERMIT.

....

Permission is hereby granted to Major H.H. Hoyer to cut and remove such timber as is required by him and which is comprised in the following area:-

An area, not exceeding 100 acres in all and composed of not more than two blocks, which shall be demarcated by the District Commissioner, Harok, on the lower slopes of the Maa about 7 miles West of Kaduila within one mile of the main Mlaba-Harok road.

2. The following conditions shall be observed by the holder of this permit.

(a) No timber shall be cut which is not actually comprised in such demarcated area.

(b) The demarcated area shall be used for the purposes of a timber concession only and for no other purpose whatsoever.

(c) The Masai tribe shall at all times retain the right of cutting any tree or timber within the demarcated area in question, for the purpose of erecting any Native hut or house for habitation or of collecting or cutting wood or other forest produce for their own use either as fuel or for other domestic purposes.

3. A fee of Florins 750/- has been received by the holder of this permit in payment for rights as laid down

1/9/21.

16/8/21

sd/-  
for District Commissioner  
Harok.

Certified a true copy.

sd/- L. Kaplan,  
Advocate,  
21-5-25.





