

KENYA  
6483

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6483  
REC'D  
REL 11 FEB 51

N. H. J.

21

FEBRUARY

*[Handwritten signature]*

CAPTAIN A. FITZ GIBBON'S CLAIM

Client denies that he "elected to rescind the contract" and is entitled to compensation but before taking steps asks if justice taken up in C.O. letter of 24th January is to be considered final.

~~Trans-Nzoia~~ Mt Kenya  
in. ~~Trans-Nzoia~~ Mt Kenya

(1) There was no "mistake on the part of the Selection Board"; a catalogue supplied by the S.A.P. Govt. was furnished to applicants, who made their own choice from the farms available. The mistake was on the hand of the office at Nairobi which produced the catalogue prior to that in the official land office plans which described the farm as watered (para. 2 of 57638/20)

(2) A farm at Trans-Nzoia is not "of course" out of the question. It is as a matter of fact rather a favoured part of the country, & which

further from Nairobi (being in quite a  
different part of the Colony) than farm  
761 is probably just as accessible from  
the railway if not more so.

In these circumstances

? Reply that the attitude  
of the S. of S. is final, & that he is unable  
to understand why the farm at  
Trans-Ngora should be regarded as out  
of the question as a matter of course, &  
that he remains of opinion that the  
local Galt. were ready & willing to  
remedy the original mistake & that  
the breaking off of negotiations was on  
the part of Capt. Fitz Gibbon.

( ) . 11. 2. 21.

W.S.

" " 21

W.S. Bottomley

I am quite that you will think  
it impossible to settle with Capt Fitz Gibbon,  
the matter can be contested, owing to the effect  
that such a course might have upon the  
Settlers. I think he will find it difficult to  
overlook a case, but I don't regard the matter  
infer to the same extent as that indicated on some  
of the minutes. I think he has a grievance &  
I think that if he manages to start proceedings

(I don't know whom he is going to see)  
he will probably have the sympathy  
of the Court.

If you are going to maintain the attitude  
taken up (to I think we must, at any  
rate at present) I should much prefer  
the tenure of the farm may be taken as a whole

If he does anything we shall have  
Heads of Opportunity of commenting  
later when we have a better knowledge  
of the facts.

A.B. 14/2/21

Sir W. Head

I must send this to you again.

The first two farms, offered some  
some 45 miles beyond Ngora,  
so that (unless the third is in a  
specialty under part of A.T. 2.) he  
will, if his calculations had been revised,  
have been no further from a future  
railway than under the third offer,  
While, on the other hand, it may be  
taken as certain that the above Galt.

There will be the first to be  
conducted. Indeed, the  
prospect of a railway reaching  
Nyeri is remote.

In any case, as other people have  
gone to the T-Z we can't admit  
that Capt. Fitzgibbon's refusal  
to consider it was reasonable.

I think that we must maintain  
our position and reply to Mr.  
Preston that our letter of 24 Jan.  
is to be regarded as final.

Copy of course to Gov. U.K.

W.C.B.

14/2/21.

Colonel Amery

Japan

A.S.R.

14/2/21

in reply

~~if B. Amery~~

Rome

J. PRESTON, L.L.D.

Solicitor.

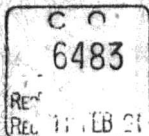
1, PHOENIX HOUSE, 157A,

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

7, BEDFORD ROW,

LONDON, W.C.1.

10th February 1921.



Ref. No 2663/21

Capt. A. Fitz Gibbon's claim

In further reference to your reply herein of 24th ulto. I am instructed by my client to deny that he elected to rescind the contract as you allege.

The Government officials at Nairobi frankly admitted to Capt. Fitz Gibbon that the Farm 761 B originally allotted to him was of no use to anyone and, for the reasons mentioned in my previous letter to you dated 17th ulto., the Farm 761 which was offered to my client in place of No. 761, was better. I also understand that he was offered 3rd Farm at Transvaal, 200 miles distant from Nairobi which was of course, out of the question.

In my opinion, Capt. Fitz-Gibbon was perfectly justified in returning home and he is clearly entitled to compensation for the necessary expenses and loss of time incurred by him in consequence of the unfortunate mistake on the part of the Selection Board in allotting land, which was, in fact, utterly useless for farming purposes.

I am therefore instructed by my client to press his claim but,

The Under Secretary of State (contd)

10/2/21.

before taking further steps, I shall be glad to know whether the position taken up by your Office in your letter to me of 24th is to be considered as final.

I am, Sir,

Your obedient Servant,

*[Handwritten signature]*  
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C.D.  
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P  
6483/21  
Kendra

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DRAFT.

J. Preston Esq

LS

21 February 1921

MINUTE.

Present 16 Mts.  
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C.D. 18  
Jan 21

- Grindie.
- H. Lambert.
- H. Read.
- G. Fiddes.
- Amery.
- Milner.

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of your letter of the 10th  
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a Sitz fibrous claim  
+ to inform you that  
the letter from this Dept  
of the 24th of Jan is to  
be regarded as final

(Signed) H. J. READ.



P. 6489/21  
Kendra

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DRAFT.

J. Weston Esq

LS

21 February 1921

MINUTE.

Bureau 16 Feb.  
Baltimore

Copy for Conf 22 Feb 21

I am in touch the red

of your letter of the 10th  
Feb. with regard to being

- Grindis.
- H. Lambert.
- H. Read.
- Fiddes.
- Amery.
- Milner.

for information  
in respect of the  
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his notes to  
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a Sitz filibuster's claim  
+ to inform you that  
the letter from this Dept  
of the 21<sup>st</sup> of Jan is to  
be regarded as final