



EAST AFR. PROT
14574

11454
RECEIVED
MAY 14

In Office 2/a

1914
3rd inst.

Last previous Paper.
W/39815/13

Land Claim of Watcham family

Under High Court judgment 1912, with leave by Land Office. Submits views, & notwithstanding opinions of advisers both past & present, considers that the family should be granted an area of Crown land adjoining the reverend property of which extent as will bring estate up to area of 160 acres.

Ms. 352a 21 April 14

M. Jamison
W. G. Fielder

As I pointed out on 3/8/13, the Watchams are most keen on the land in the southern part of the area bounded by the red line - so far as I remember the most southern part, where their expenditure on development has been the greatest.

This is the area which the Governor agrees with his advisers they cannot have the names of the two streams, to which I referred, appears to be a minor point: the compensation they paid was only appropriate to comparatively small areas & they appear to have referred at one time or another to the area as being of moderate size. Eg. in the case of Moya's land, the boundaries shown by Miss Watcham gave 579 acres.

Next subsequent Paper.

22814

The Court decided that of these two lots they could only have 140 79 acres (clearly the area marked in green) & 140 46.9 acres (orange), & I do not think we are in a position to contest this.

The Watchams will have to pay up, with interest the rents & profits they have received on the remaining land.

As regards the Riverside Estate itself, which according to the old map was 166 a. 30. 27 p.

(yellow)

or within the 166 a.

1 mile long the river & 1/2 mile deep.

At 166 a. 30. 27 p., & is actually 34.7 acres, the Judge decided that they were entitled to the 66 a. odd & no more, because the plan produced gave that area, & because the Land Officer gave further & suggests that the one mile meant that at the furthest ^{the boundary of the} land got to be more than 1 mile from the intake. This is a geological - if you can define the area of an estate of 66 acres to the nearest perch you know where it lies to considerably within a mile.

I cannot find out what the argument is. H. D. R.

The Watchams, the Governor (alone) with them, maintain that the mile means a mile; that the 66 a. 30. 27 p. was originally 166 a. 30. 27 p. - i.e. 1 mile by 1/2 mile (160 acres) plus something extra necessary because the 1/2 mile is not

The Court decided that of these two lots
they could only have Moye 79 acres (clearly
the area marked in green) & Marquise
49.9 acres (orange), & I do not think
we are in a position to ~~contest this~~

The Watchans will have to pay out,
with interest the rents & profits they
have received on the remaining land.

As regards the Riverbank Estate itself,
which according to the old survey was 66 acres
& 66 acres

(yellow)

1 mile along the river & 1/4 mile deep
or 66.3 acres 3 r. 27 p., & is actually
39.7 acres, the Judge decided that
they were entitled to the 66 acres odd & so
on.

As the plan produced from
that area, & because the Land Officer gives
further & suggests that the one mile would
that the at the furthest the ^{actual boundary of the} ~~estate~~ should not
be more than 1 mile from the intake. This
is grotesque - if you can define the area
of an estate of 66 acres to the nearest perch
you know where it lies to considerably
within a mile.

The Watchans, the Governors (also)
with them, maintain that the mile
means a mile; that the 66 a. 3 r. 27 p.

was originally 166 a. 3 r. 27 p. - i.e. 1 mile
by 1/4 mile (160 acres) plus something
extra necessary because the 1/4 mile is not

or rather the left

I cannot follow
Mr. Norton's
argument
H. J. R.

If the plan
was drawn by anyone
I had seen the
land it would not
have the South at
the top of the page

Yes
J. J. A.

measured from the high line but from
a winding river They dispute the
authenticity of the plan, which the
Judge, while rejecting all the
Witcham plans, upheld. 520

The weak point in the Witcham
case on this Riverside Estate question seems
to be that they remained content with an
area which ultimately was found to be
less than a quarter of what they considered
they were entitled to. It may not be easy
to judge areas by eye, but people who
are farmers by occupation should
appreciate the difference between 40 + 160
acres.

But I think there can be no doubt that
the Government is right in regarding the case
as one in which, in view of the badly drawn
plans & the doubtful plans, there is every
reason for liberal treatment. Under his
scheme they will get, not the 27 ac. awarded
by the Judge, but only ¹²⁰~~127~~ acres, which
is to adjoin the Riverside property. I am
not sure why he does not give them the
benefit of the estate cases, but the main
point is that as the additional land
can ^{be} adjoined Riverside to the East or
West it must adjoin it to the South
& so cross the Survey red line. If so,

160. 0. 270
39. 2. 32
120 9 28

The exact position of the extension ^{and the matter for} arrangement and it is possible that the extension (which will be about equal to the yellow & green areas) might be placed so as to relieve the Watchman of some at all events of the charges which they are a little under Mr Hamilton's judgment. Whether it is desirable to do so is a matter for the Govt, but they are small people who have apparently put all their money into the land in which they have made their houses (or made their houses too small at home, according to the view taken of their good faith in developing the red area).

? As a result, concur in the Govt's view that, having regard to the ^{different} ~~different~~ ^{difference} between the actual area of the Riverside property and 160 acres, if not ~~the~~ 166 a. 3 x 27 p.; & found out that the extension will apparently have to be to the South, across the red line. Say that the S. W. accepts his endorsement of the judgment that they are not entitled to any of the Inyo & Mascardo land within the red line, but that in view of the expenditure which they claim to have incurred in the development of the land he should consider whether they might not be allowed to take the extension

in such a position as would reduce their loss on the development & the amount they will have to make good under the judgment. Make it clear that the Govt's response that this point must be decided. 321 Whether they receive encouragement for their work & that the agents must be had to develop what a choice or would destroy the order to anyone else of the same order of the red area.

Great

21/1/14

J. H.

21/1/14

It is not possible to form any definite opinion on the case, without further evidence.

(a) As to the Riverside Estate

As Mr B. Wright admits (para 4 of his memo) the Govt's conclusion is the more reasonable one if one takes the Certificate alone without the plan. The judge however decided entirely on the plan, stating (see p. 2 of judgment) that we had, on the evidence we

doubt whatever that this
plan was the one originally
attached to the Certificate
without the evidence to
which he refers we cannot
form any opinion as to the
correctness of this judgment,
nor is it possible to say much
more with regard to the
other consideration which influenced
the judge - The acquiescence
of the watchman in the
limitation of the area
to them. As to Mr B's
argument, I understand
him to maintain that though
the Eastern boundary was
meant to be a mile
from the Western it was
not intended that the
watchman should have
all the land between the
two but only 66 $\frac{3}{4}$ acres
to be selected within
these limits.

(b) As to the Molyne
& Massingh Lands

I find it impossible
to come to any conclusion
on the facts before
us. But the judgment
seems reasonable & the
Gov. tells us that it
represents the unanimous
view of all who have
dealt with the subject.

CB 7/4/14

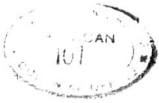
In the (Gov's) view I see
the Gov's recommendation

at once
Ed J. 4/14

Ed J.

11454

1146



GOVERNMENT HOUSE. 523
NAIROBI.

BRITISH EAST AFRICA.

EAST AFRICA PROTECTORATE.

March 3rd 1914.

No. 210

Sir,

I have the honour to state that in compliance with the instructions conveyed to me in your despatch No. 958 of November 7th 1913, I have given careful personal consideration to the claim of the Messrs. and Misses Watcham that they are entitled to a larger area of land adjoining or in the neighbourhood of the Nairobi River than has been assigned to them by this Administration or by the ruling of the High Court.

2. The history of the case and the conclusions which have been arrived at have been carefully summarised by His Honour the Chief Justice in his judgment in Civil Case No. 60 of 1912, a copy of which is appended for your information, and it is right that I should state that all those of my officers who have successively had the case in hand are unanimous and emphatic in the view that the Watcham family have been given all that they were ever promised or are now entitled to and that no case exists for further relief of any description.

3. In order to narrow the issue as much as possible I may say in the first instance that I am

in

THE RIGHT HONOURABLE

LEWIS HARCOURT, P.C., M.P.,

SECRETARY OF STATE FOR THE COLONIES.

7 WHITEHALL STREET, LONDON, S.W.

* No. 3, 181; 998.

Concours

(2)

in agreement with the opinion that the plaintiffs are not entitled to any further area of Moya's land or Masindu's land than that to which their claim has already been recognised, but that notwithstanding the observations of the Chief Justice and the arguments which have been addressed to me by the Land Officer, a copy of whose Memorandum dated February 6th 1914 I also enclose, I am not satisfied that the lease of the Riverside estate has placed them in possession of the area which was originally promised to them.

4. The only deduction which I can draw from the earlier correspondence is that the plaintiffs were originally promised an area extending along the Nairobi River, commencing at the point of intake of the Nairobi Water Supply pipe line, extending down the river for a distance of one mile from that point, and having a uniform width of one quarter of a mile from the river's course. It is clear that the lease which purported to give effect to this concession was most carelessly prepared, for, while reciting a description of the land in the terms above set out, it actually grants an area of 66½ acres only - a glaring inconsistency for which I consider that the Government must accept the responsibility.

5. It is not unusual to find that the meaning of ambiguous or inconsistent expressions in the body of a lease can be determined by reference to the plan affixed thereto, but in this instance we are confronted with the fact that no such plan is attached, and in default of such attachment a plan

(2)

in agreement with the opinion that the plaintiffs are not entitled to any further area of Moya's land or Masindu's land than that to which their claim has already been recognised, but that notwithstanding the observations of the Chief Justice and the arguments which have been addressed to me by the Land Officer, a copy of whose Memorandum dated February 5th 1914 I also enclose, I am not satisfied that the lease of the riverside estate has placed them in possession of the area which was originally promised to them.

4. The only deduction which I can draw from the earlier correspondence is that the plaintiffs were originally promised an area extending along the Nairobi River commencing at the point of intake of the Nairobi Water Supply pipe line, extending down the river for a distance of one mile from that point, and having a uniform width of one quarter of a mile from the river's course. It is clear that the lease which purported to give effect to this concession was most carelessly prepared, for, while reciting a description of the land in the terms above set out, it actually grants an area of 66½ acres only - a glaring inconsistency for which I consider that the Government must accept the responsibility.

5. It is not unusual to find that the meaning of ambiguous or inconsistent expressions in the body of a lease can be determined by reference to the plan affixed thereto, but in this instance we are confronted with the fact that no such plan is attached, and in default of such attachment a plan

extracted

extracted from a collection of unindexed office records and bearing on its face no explicit reference to the lease in question has been accepted, on what I personally deem insufficient evidence, as the plan which should have been so affixed.

6. It is noteworthy that the difference between the area expressed to be granted by the lease and that which will be contained within the boundaries above recited is almost exactly 100 acres, and notwithstanding the arguments adduced per contra my conviction remains unshaken that the lease should have given them 160 acres instead of the area which they actually received, and my recommendation is to the effect that they be granted an area of Crown land adjoining the riverside property of such extent as will bring that estate up to a total area of 160 acres.

7. I would again emphasize the fact that this, my personal opinion, is totally at variance with the views of all those who have from time to time inquired into the merits of the case and that my construction of the original intention should therefore be received with much caution. I base my contention upon two points:

- (1) that, if the lease discloses an obvious inconsistency, that construction should be accepted which is most favourable to the lessee, and
- (2) that it has been too readily assumed that the plan produced is a record which must be accepted as a factor in effecting a solution of such inconsistency.

8. The plan which was forwarded with your

despatch

(4)

despatch under reply is returned herewith.

I have ^{etc} the honour to be,

Sir,

Your humble, obedient servant,

A. C. W. B. B. B.

GOVERNOR.

ENCLOSURE No. 1

In Despatch No. 210 of 33 1914

Incl 1 in No.

527

IN THE DISTRICT REGISTRY OF HIGH COURT

AT NAIROBI

EAST AFRICA PROTECTORATE.

11/54
REC.
1914

Civil Case No. 55 of 1912

The Attorney General - Plaintiff

Patrick Edgar Watcham - Defendant

J U D G M E N T

The matters in dispute in this Action are the defendant's rights to occupy and hold certain lands adjoining the Nairobi River in the neighbourhood of Nairobi. The total area of these lands which are contiguous would amount to somewhere between 1,000 and 1,100 acres, but the right to them is based on three separate claims in respect of each of which a grant from the Government is alleged. These claims are referred to separately as (1) the Riverside lease, (2) Moya's land, (3) Masindo's land, the two latter claims being for areas in respect of which compensation money for native occupation rights was paid to two Kikuyu Chiefs, Moya and Masindo.

On the plan filed by the Plaintiff in the action (hereinafter referred to as "the plan") the Defendant at the commencement of the hearing indicated approximately by pencil markings the areas which he alleges fall within the respective claims.

The documents on which the defendant relies are first a lease of Riverside in the form of a certificate granted

(2)

granted under the old Land Regulations of 1897, dated December 1899, secondly a form showing that certain compensation had been paid to Moya together with a permit to occupy the land for which such compensation had been paid and thirdly that certain compensation had been paid to Masindo.

I will deal with these claims separately, and first with the Riverside lease.

The description of the land is as follows:-

"In extent from the intake of the Nairobi Water Supply down the pipe line for a distance of one mile on the right bank of the river for a width of quarter mile measured from the river and contains an area of 66 acres, 3 roods and 27 poles, as per plan^{*} attached"

The plan^{*} attached was Ex.2. On this point I have, on the evidence, no doubt whatever, although the defendant attempted to discredit the exhibit, owing to its being kept on a separate file and its numbering having been altered. The renumbering was done at a time when the papers in the office were being put straight and there is nothing whatever to show that it was not correctly done.

This plan states the same area as mentioned in the body of the lease, viz: 66 acres, 3 roods, 27 poles, but according to the Surveyor it has been wrongly computed and according to the measurements stated thereon it should only be about 50.9 acres.

In 1907 the actual estate of Riverside was surveyed by Mr. Woodruff, who placed the boundaries as indicated to him by the Misses Watcham, and the area of the estate as so surveyed and delineated on "the plan" works out at 39.7 acres.

Reading the description in the body of the lease as

in

* Not reproduced

(3)

"in extent from the intake a mile down the river for a width of quarter mile from the river" the area would work out at 160 acres.

It is this area which the defendant now claims and which would as shown on the plan include a portion of plot L.O.No.1281, L.O.No.203 and L.O.No.991 in addition to what has always been known as Riverside.

From the evidence it is perfectly clear that defendant believing he had got the 66 acres, 3 roads, 27 poles mentioned in the lease and on Ex.2, though in fact he was only occupying 39.7 acres; was for many years content in his belief. And in 1904 he drew a plan (Ex.24) which though in some respects confusing clearly accepts his brother-in-law Mr. Newton Wilson as his Western and Moya as his Eastern neighbours. Mr. Wilson having in fact occupied there under the Government for some years.

After the visit of the Surveyor in July 1907, Miss D. Watcham wrote to the Land Office in August (Ex.38) asking to have the plan of Riverside made to extend along the Nairobi River from Mr. Wilson's boundary to Grogan's 18 acres to make it tally somewhat with the lease, and that although she herself some 5 years previously had asked for land from the Government directly within that area.

By November 1908 this claim for an extension of the Riverside boundaries had assumed the definite shape which it has today, viz: no longer from the Eastern boundary of N. Wilson but for a mile from the intake of the Nairobi water supply quarter of a mile wide.

Now, the wording of the lease is on the face of it contradictory, for while apparently describing an area of 160 acres it purports to grant 66 acres, 3 roads, 27 poles, and the defendant has argued that the grant is

is limited by the description of boundaries only. The grant, however, specifically refers to the plan attached and I hold I am bound to consider the plan in order to arrive at the meaning of the words. From a consideration of this plan I find that Government intended to grant and the defendant to take a lease of an area on the Nairobi River at the spot indicated, $\frac{1}{2}$ mile in depth from the river and of sufficient frontage to give the area mentioned in the lease. By an error of computation the defendant has not received this area, and by a further error on the part of Misses Watcham, the area has been still further cut down as shown in the plan.

I hold therefore that on the 1st issue defendant under the Riverside lease is entitled to have leased to him an area of 60 acres, 1 road, 27 poles.

I now come to Moya's land, and I may here state that I see no reason whatever to differ from the finding of Bonham Carter, J. in the case of Watcham v. Secretary of State and Grogan (17 of 1906, D.R. Nairobi) that payment of compensation to a native occupier gives no title to the land and that therefore both as regards this land and Masindo's the defendant is not entitled to demand any lease from the Government. As, however, the Government has always expressed its willingness to grant a lease to defendant in respect of both these areas as soon as the boundaries can be ascertained I will proceed to deal with them.

The compensation in respect of Moya's land paid by defendant was Rs. 200. The area as shown on the plan surveyed on boundaries shown by the natives in the presence of the District Commissioner and two of the Misses Watcham is 79 acres.

The area ~~is~~ claimed by the defendant is some 350 acres.

5.

acres. The minimum compensation as allowed by the Government to be paid was Rs. 2 an acre.

The land as described by defendant in his original application of 5.1.1904 (Ex.24) was "the piece of cultivated land at present occupied by Moya Mlacknyu between Riverside and the plot occupied by Masinde". That would correctly describe the land Moya on the plan but would not correctly describe the land now claimed as Moya's, which was then almost entirely un-cultivated and is situated to the South and West of Riverside; and actually in the same letter defendant forwarded a (Ex.24) separate claim for "the land between Riverside and the Dagoretti Road within which was the land now claimed as Moya's would have fallen.

The defendant bases his claim on a sketch plan attached to the compensation form (Ex.C) which plan he alleges was attached to the form when the compensation was paid, and which he in fact had registered with the compensation paper in 1906. And he has signed that as the Government were in 1909 aware of the existence of this plan and have not prosecuted him for forgery the plan must now be accepted as conclusive evidence of the area in respect of which he paid compensation. I need not refer further to this argument but will only say that there is no trace of any such plan in the District Registration book for compensation claims, which had it been put in, would have been kept as an original, and which Mr. Hope denies ever having seen and says he would not have passed had he seen it. It is not proved by whom the plan was made, and on the evidence of Miss May Watcham that she made the plan for Moya's compensation and gave it to her brother and that it is not that attached to Ex.C, I

am asked to hold that the Government received and accepted the plan attached to Ex. C as correctly showing the land for which defendant paid compensation to Moya.

This is the face of the direct evidence as to what was in fact the land for which compensation was paid I am unable to hold, and I find the plot marked Moya in the plan is the area in respect of which Moya was compensated.

As regards Masindo's land the position is in the main the same as Moya's :-

Compensation of Rs. 100 was paid. The area as surveyed on boundaries shown is 49.9 acres. The defendant originally stated it was situated between Riverside and Kuebner's shamba but now claims an additional area of some 300 acres to the South of Moya, although in 1904 he estimated the area at "about 50 acres" (Ex.10). Again there is a sketch plan attached to the compensation form which in this case was made, according to Miss May Watcham, by herself but was not intended as a sketch of Masindo's land but of Moya's.

Again there is no evidence of this plan ever having been accepted by the Government and I am asked to infer that it was, as in Moya's case, because it was subsequently registered and when the Government knew of its existence criminal proceedings were not instituted against defendant of p.32A. Miss M. Watcham's evidence as to the boundaries which she carried to the extent of alleging that the surveyor did not survey according to the boundaries shown him is unsupported and entirely unconvincing, while the evidence of Mr. Hope, borne out by the Registration book of compensation claims,, Mr. Webster's plan (Ex.46) the defendant's own application (Ex.10) and the natives convinces me that the

plaintiff's

plaintiff's allegation is correct, and that the area shown as Masindo on the plan is the area in respect of which defendant paid compensation.

I now come to issues 4 and 5 and ^{am} ~~have~~ satisfied that the admitted use and occupation by the defendant of the area within the red line on the plan was in so far as it extended beyond the area to which I have held defendant was entitled under the Riverside lease without the leave or consent of the Government who have never consented to his occupation of other land than that for which compensation was paid and definitely refused to entertain his application for "the piece of land between Riverside and Dagoretti. The only respect in which Masindo's case differs from Moya's is that Ex. B bears a footnote by the late Mr. Collyer in the following terms:-

"land in question is all Masindo's shamba situated between the river Kiririchwa and the Nairobi River, stretching from the boundary of Riverside Estate to boundary of Mr. Huebner's estate".

This the defendant argues must mean land from the Kiririchwa ~~Kibwa~~ to the Nairobi River. I do not deny that the note can bear this interpretation, but it can equally mean merely the land cultivated by Masindo within that area. That this is the correct view is supported by the fact that the land to the south of the Kiririchwa Mdogo could not be correctly described as stretching from the boundary of Riverside to Mr. Huebner's estate. Mr. Collyer's subsequent report confirms this view and I am therefore of opinion that the footnote does not alter the dimensions of the land which was in fact that cultivated land for which compensation was paid and to ascertain which reference

must be had to the evidence in the case.

The defendant is therefore answerable to the Government for the rents and profits received by him from this area.

I have already held that the action is not barred by limitation and on the whole case I find that plaintiff is entitled.

(1) to possession of the whole area within the red line in the plan, save and except a sufficient area to make the area of Riverside as at present shown on the plan up to 66 acres, 3 rods, 27 poles or thereabouts. ()

(2) to an account of the rents and profits, including timber taken, from the above mentioned area which have been received by or on behalf of the defendant, together with interest thereon at 9% from the date of the action till payment.

(3) The costs of the action.

JUDGMENT FOR PLAINTIFFS ACCORDINGLY.

~~Sd/-~~ R. W. HAMILTON.

8. 4. 13.
my

INCLOSURE

100

1914

535

V138 L/S

23rd February, 1914.

Sir,

GRAND MR. P. E. WACHAM.

Your reference No. 183 of 19.1.14.

I have the honour to state that His Excellency called me up to Government House on Friday last, asking me to bring with me plans showing the Wacham land and explaining to me that from the description of the land in the deed there was only one possible interpretation of the land it was intended to grant, namely a strip one mile long by a quarter of a mile wide, which would represent an area of 160 acres. In my interview I was unable to convince His Excellency that any other interpretation was possible, and I asked, therefore, to be allowed to write a memorandum setting forth my reasons, not only that an alternative meaning was possible, but, in my opinion, was in fact intended.

2. The wording of the deed is as follows:-
"and containing 66½ acres or thereabouts being in extent from the intake of the Nairobi Water supply down the pipe line for a distance of one mile on the right bank of the river for a width of ¼ mile measured from the river and contains an area of 66 acres 3 roods and 27 poles as per plan attached".

3. I maintain therefore to arrive at a true

The Hon'ble the Chief Secretary,
Nairobi.

interpretation

-2-

interpretation of the above description the plan should also be studied. This is attached.

4. It will be seen on the plan that the intake on the river is not even shown, which it naturally would have been if this was the starting point of the land; moreover, the pipe line is shown at a considerable distance from the river, not only within the area leased, but also outside the western boundary and distance of it; whereas if the intake were on this boundary or even just above it the pipe line which starts from the intake would obviously come into the river at this point. Although I agree with His Excellency that the description cited, read without the plan, would lead one to suppose that an area of 160 acres was intended, an examination of the plan forces one to state that the clause is not capable of an alternative interpretation, and, whilst admitting that the drafting is to my mind both careless and misleading, I will show that such an alternative explanation is possible. The words "in extent" may, I think, be paraphrased as "reaching to" or "extending to". If this is admitted, I think it may be agreed as meaning the furthest limit of the farm; in other words the eastern boundary is situated at a distance of one mile down the pipe line, measured from the intake, but not necessarily including all the land between the intake and this extreme boundary. In point of fact, an examination

of

* Not returned

The Hon. C. S., Nairobi.

-3-

of the general plan shows that this boundary is situated at a distance of approximately a mile from the said intake.

5. The plan, moreover, is dimensioned as regards the major length of the property, the length being shown as 1712 feet, which again directly contradicts the suggestion that the property is one mile or 5280 feet in length.

6. The area taken out by a planimeter works out at only ~~49½~~^{47½} acres against the 66 quoted. A survey made by an Indian surveyor, Alik Mahomed in 1905, shows the property to contain 49½ acres roughly, a fairly close approximation to the area of 47½ above quoted. Again, if when the surveyor made this survey of the property and also that of Mr. Watcham's brother-in-law, Mr. Newton Wilson, adjoining him upstream and between his western boundary and the intake, it is scarcely credible that if he was claiming land up to the intake that he would have failed to point out to the surveyor that he was not observing the true boundaries in making this survey. It is further inconceivable if he truly thought this was his land he would have waited all these years, leaving his neighbour in peaceful possession before raising the point.

7. I trust I have said enough to show that I am justified in my reasons for believing that

Mr. Watcham

-4-

Mr. Watcham was not entitled to the land starting from the intake.

etc
I have the honour to be,
Sir,
Your obedient servant,

P. Blount

Land Officer.

P.S. In reference to Mr. Watcham's statement that no plan was attached to the certificate, it would appear that in those days before the opening of the Land Office, applicants were often allowed to file their own plans; but, unless filed in triplicate, no plan was attached to the certificate or counterpart, but the plan was filed in the plan Register in the Registration Office. The original plan of which I have enclosed the blue print copy was so filed, but was taken out and lodged as an exhibit in the recent case of Watcham versus the Crown.

PUBLIC RECORD OFFICE.

Two
One Document; being
and Estate.

- ② map of Upper Nairobi Township
- ③ Plan of riverside estate, Nairobi.

has been removed to

MPS 1000

5.2.68

A.H. Kingbridge.

PUBLIC RECORD OFFICE.

539

Two
One Documents; being
and Estate.

- ② map of Upper Nairobi Township
- ③ Plan of riverside estate, Nairobi.

has been removed to

MPS 1000

5-2-68

A.H. Kingbridge.

PUBLIC RECORD OFFICE					
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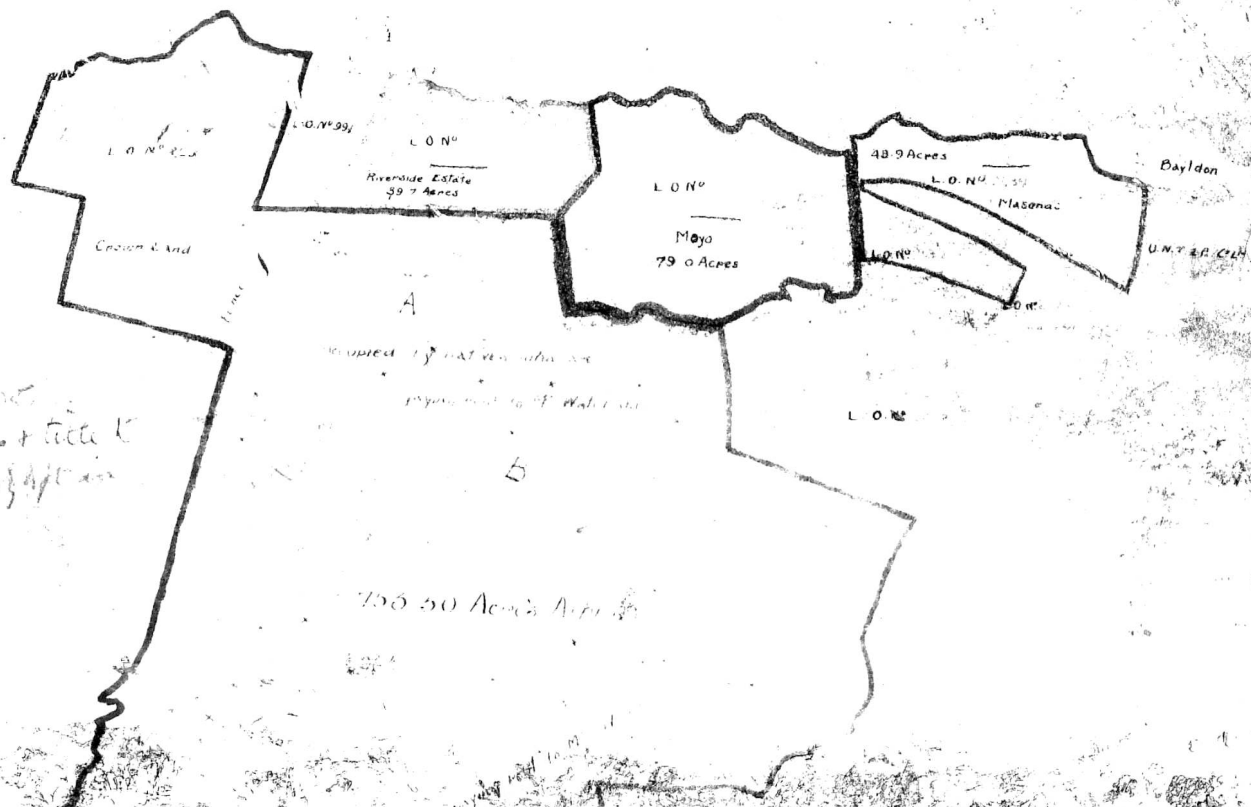
Reference —
C.O. 593 133

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Scale 1:10000

KAIROBI TOWNSHIP ESTATE CO. LTD.

Lulaba
 Disposal, No. 1281
 L.O. No. 1281



The present boundaries of the
 approximately 1 1/2 sq. miles & title to
 respective claims as per land of 1/2 sq. miles
 Court of Spring

R. C. Mission

750 50 Acres

The board want to know
approximate the 4/10 claims & take to
respective claims on number of
Court at Spring of Case.

R. C. Mission

756 50 Acres (Approx)

Occupied by natives who are paying rent to Mr. Wain

NAIROBI
HILL

Upper Naivasha Township and Estate (L.M.)

L. O. NS

Upper Naivasha to Mr. Wain

339
340
341
342
343
344
345
346
347

House
Grounds

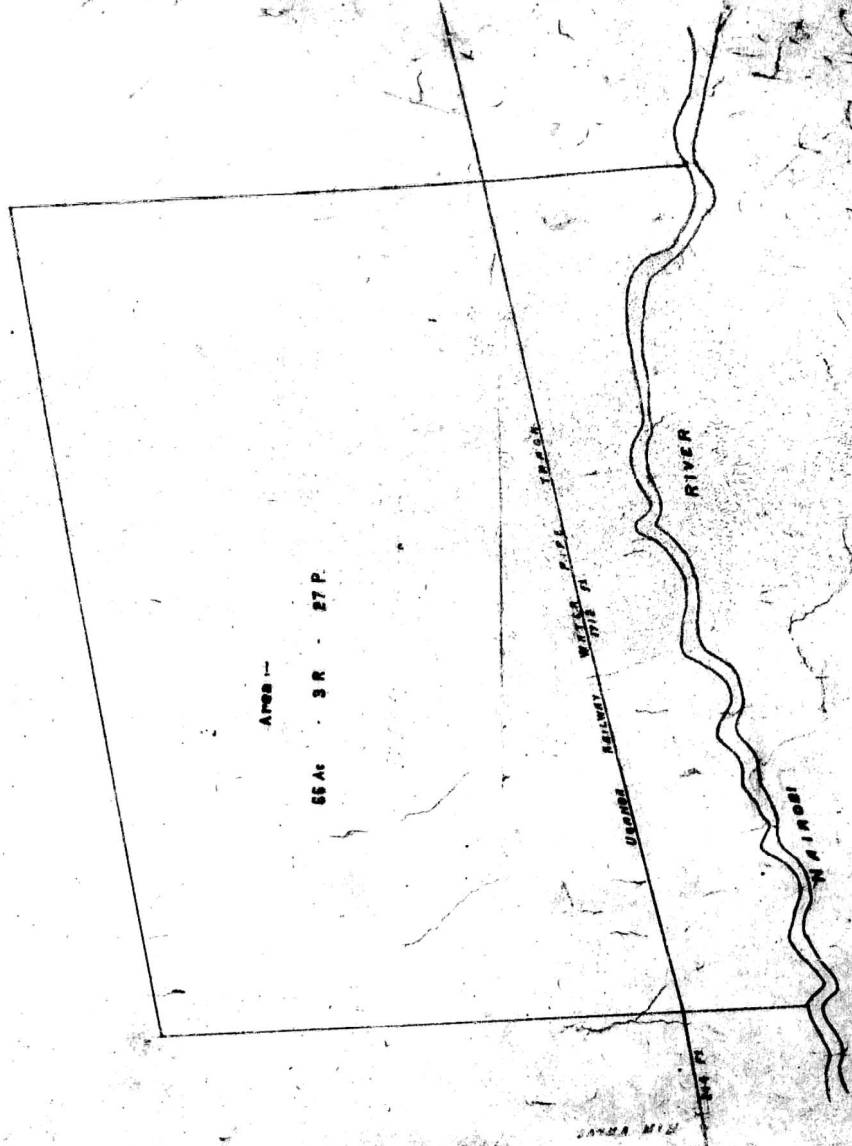
100
200
300
400
500
600
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900
1000

PLAN OF PROPERTY ESTATE

MUMU B.E.A. PROTECTIOAL

3000-2001

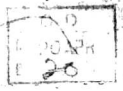
Having a sketch plan filed
in Reg. of Waterways
original dist. plan. Survey lines
have been as 1/4 3/5 used



11454

512

Gov 11454 rāp



1145



DRAFT. Est No. 354

Gov. in H. Belfield

(No 354)

21st April 1914

MINUTE.

- Mr. Deerp 17/4/14
- Mr. Britton 18/4/14
- Sir G. Fiddes.
- Sir H. Just.
- Sir J. Anderson.
- Lord Emmott.
- Mr. Harcourt.

Have the honour to ask: the receipt of your disp No 210 of the 3rd of march* dealing with the claim of the Messrs. Misses Watchem that they are entitled to a larger area of land adjoining or in the

* No 11454

Concessions

the neighbourhood of
the Nainetti River
them has been conceded
to them by the Govt. by
the East or by the
making of the High Court.

2. I have carefully
considered the matter,
I have to inform you
that in the special
circ. I accept your
~~kind~~ view that ^{the claimants} ~~they~~
should be granted an
area of Canon land
adjoining their riverside
property of such extent
as will bring that estate
up

up to a total area of
160 acres. I accept
also your opinion ⁵⁴³
that they are not
entitled to any further
area of Moya's land
or Masindu's land
than that to which their
claim has already
been recognised.

I have etc