

C. D.  
45489

1918

Memor. No.  
46 539

(Subject)

1908

11 Nov.

at previous Paper.

23798

Claim of Ad. de Silva  
aged 29 years

Sends further report & memorandum  
that Mr. de Silva has been paid  
was legally entitled to, & that  
refuses.

(Minutes.)

~~Mr. de Silva~~  
Mr. Lathrop

It is now to be  
for us to form a general  
whether this is a  
settlement or not  
case of the Charleston  
was fought up to the  
with the result that  
of the Vice Consul against  
Charleston's appeal was refused  
by the present case Mr. de  
Silva has accepted the Gov.  
offer of Rs. 20,000 / see p. 5 of report

To Mr. de Silva 19 Dec  
at 1044 after for inf. 6. 5 Jan

and that we must leave it  
that respects the fact

Joseph M<sup>o</sup> de Silva  
(who is resident in London) that  
the matter must be regarded  
as closed by his acceptance  
of the Govt. offer of Rs. 20,000 &  
that the P.P. cannot interfere.

M 15/12

See below  
Mr. Ambler

of 1872. The claim is a state one and  
whether the merits, have been settled by a  
compromise

2. Nothing is proposed

M 15/12

Savree  
1872  
15/12

Mt. Dec. 15  
at night

Had sent copy of the letter  
to you. M 15/12

liberal terms than those already offered though the latter sum was larger than that to which he was legally entitled. I accordingly offered a sum of Rs.20,000. In accepting this offer no further request for reconsideration was received through the Portuguese Consul General at Zanzibar and to this I replied expressing my regret that I could do nothing further in the matter.

I do not think that Mr. de Silva has any cause for complaint. I am of opinion that he has, especially in the opinion of the Privy Council quoted in the enclosure which, been paid more than he is entitled to.

no objection, and I am at

Your Lc

at the  
number

*Alfred Buller*





letter to Messrs. Wilson and Brad on August 12th 1897 that 28,100 c.ft. had been taken from Mr. de Silva's land and from the land disputed by de Silva and the family. Mr. Currie and I are willing to accept Rs. 1,500 notwithstanding the fact that Mr. Anderson, the Chief Engineer, after measuring in February 1904 the amount of stone excavated by taking cross sections found that only 1,825 cubic feet had been quarried. Mr. Whitehouse in the letter above quoted mentioned that he considered eight annas would be a fair price for 100 c.ft. but this price appears to me to have been too low, and I consider Rs. 1 for 100 c.ft. is the right value. I can only offer Rs. 1,500 for this work.

In order however to try and settle this matter will be acceptable to both parties and to make it a round sum I am willing to pay an extra Rs. 500.

To recapitulate, the amount which appears to me to be fair to offer for the two plots of land is

	Rs. 10,259.70
Interest for 10 years at 6%	6,303.71
Value of stone	240.0
Extra	500.00
	<hr/>
Total Rs.	17,550.0

If de Silva and the executors of the late J.P. de Souza will accept that sum in satisfaction of all their claims against the Government in connection with this land, I am prepared to pay that amount to the Consul General for Portugal, as requested in your despatch of 17th instant, and to give him an undertaking to hold the

MEMORANDUM.C. O.  
45489

12 FEB 08

I gather that Mr Currie contends that Mr. De Silva agreed to sell the land for a certain price; that the Railway Administration entered upon and have since occupied that land under that agreement; that the Railway Administration have always been willing to pay the purchase money to Mr. de Silva but that he stated that he was not prepared to accept the agreed price and that therefore Mr. de Silva is entitled to the agreed price and nothing more.

Mr. de Silva has repeatedly demanded the agreed price plus 6% interest.

Mr. Currie considers that that offer is generous in as much as he is to receive interest to which he is not entitled in law.

I am unable to find any document which would prove that the agreed price had even been offered to Mr. de Silva and that he had refused to accept it, if such an offer were made and refused then Mr. de Silva would be entitled to no interest on the purchase price.

In any case Mr. de Silva even if he is entitled to any amount is not entitled to it from the moment in which he commenced proceedings to set aside the agreement for sale, and therefore to some extent Mr. de Silva has been offered more for his land than he is entitled to under his agreement.

Mr.



Faint, illegible text on the left page, possibly bleed-through from the reverse side. The text is mostly obscured by noise and low contrast.

...into the ... would justify ...  
 in ... amount in fact ...  
 ... agreement ...

... Mr. de Silva would ...  
 ... agreement ...  
 ... case of ...

The Government ...  
 Mr. de Silva's ...  
 were ...

... Mr. de Silva ...  
 ... purchase ...

... on ...  
 ... used his ...  
 ...

...  
 ...  
 ...

...  
 ...  
 ...

...  
 ...  
 ...

I am sure that the Government will obtain  
the best price for the market value of the land and  
that the Government should be satisfied with

in a case in which the Government would be  
to make a sale for the purpose of the

It is noted that the stone quarried  
is of a very good quality

and would have some weight if the  
might therefore be advisable to

in this respect. Should it be decided  
an increase in the offer it should be made without

and should be stated during which the offer  
is open.

R.M. Combe.

CHIEF ADVOCATE.

August 12, 1914



MEMORANDUM.

C.O.  
45489  
12 1008

I do not consider that Mr. de Silva has been generously treated, as stated by Mr. Currie.

For the land, he and the executors of the late J.P. de Souza have only been offered the exact amount for which Mr. de Silva contracted under pressure to sell it in 1897, plus 6% interest for 10 1/2 years, which latter sum would have been awarded them in any court of law.

For the stones quarried off the land, for which Mr. de Silva claims Rs.10,000, he has only been offered Rs.250, and, as he says, it is highly improbable that the Railway would have gone to the expense of building a side line 1 1/2 miles long, raising embankments, etc. if the stone was not worth more than that.

I thought when drafting the letter of April 28th to Mr. Cave that Rs.20,000 would be a fair amount to offer in order to finally settle the business, but Mr. Currie cut this amount down to Rs.17,500. On reconsidering the whole matter and on perusing the file a second time I am of opinion that Rs.25,000 would not be too much to pay if the claimants will accept this amount in satisfaction of all their claims against the Government.

There is no doubt that Mr. de Silva, like so many of other owners of land at Kilindini, was badly treated by the local authorities in 1897 when he was expropriated from his land, but unlike them he was not yet been paid, and we have no proof that before April last payment was ever offered to him. He is a poor man and cannot afford to go to law on the subject, but were the matter to be settled by the Courts

It should not be surprised if ten times the amount of awards  
were awarded, so high is the price of land in Kansas.

It is proposed asking Mr. Cava to endorse the  
proposed bill, for the settlement of all the  
claims against the government, and authorizing the offer up to

19 Dec '08

with ref. to your memorial dated the

G.P.O. 16/12

Mr. [Name]

*Musful*

Copy to [Name]

I am so to inform you that  
~~that you have not received the~~  
 Rs. 20,000 in settlement of your  
 against the Uganda Railway. In these  
 circumstances the matter must now be re-  
 as closed, and Lord Crewe cannot  
 any further [Name]

He has received your [Name]  
 report from the [Name]  
 H.A.P. in [Name]  
 of your ideas [Name]  
 the Uganda Railway,  
 and that, in view of the  
 fact that you have accepted  
 the sum of Rs. 20,000  
 in settlement of [Name]  
 [Name] has  
 [Name] that the matter  
 [Name] that he cannot  
 [Name] matter

ALFRED S. ANTONIUS