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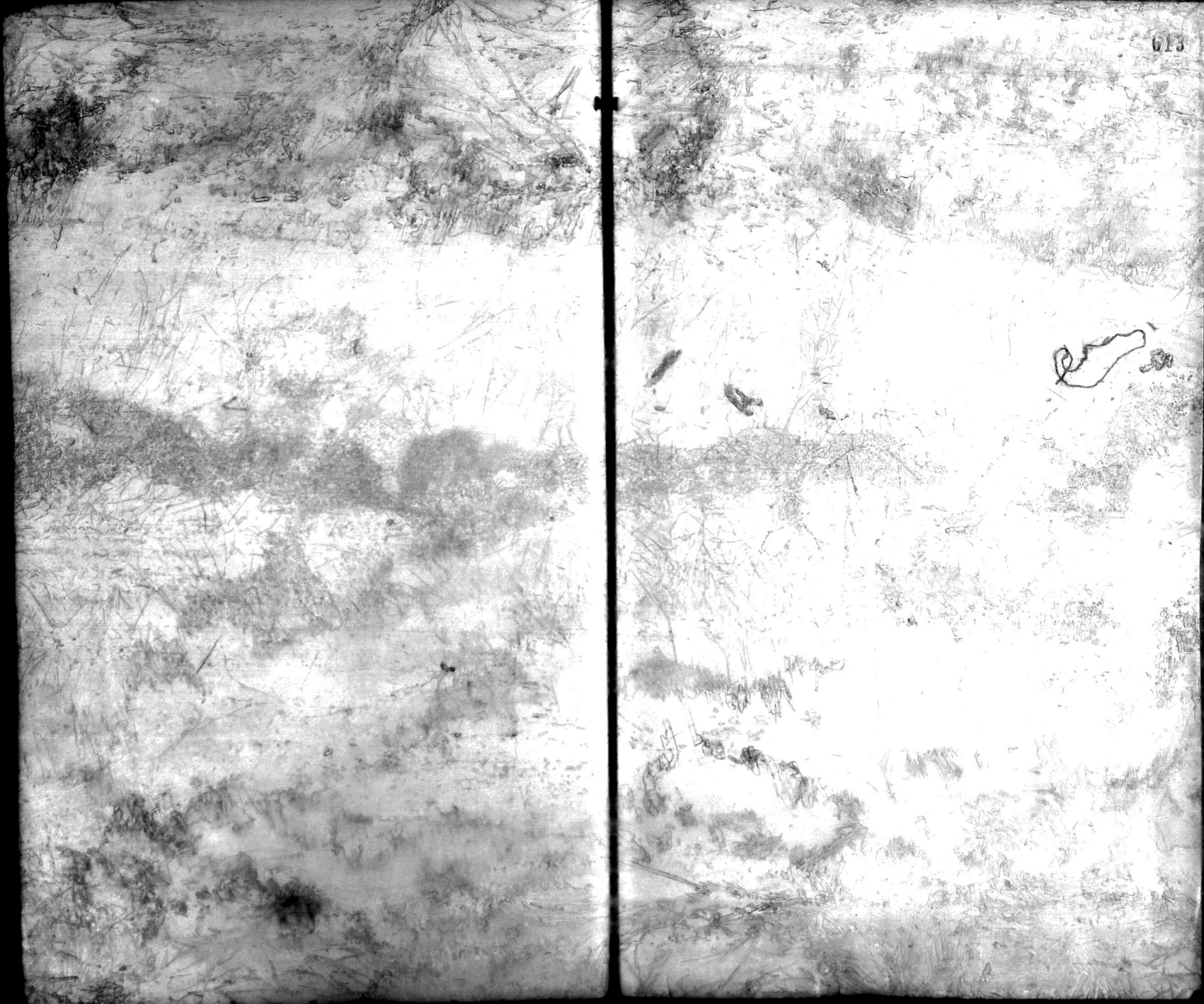
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(Subject)

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No

DOMESTIC



No. 81.

Sir C. Eliot to the Marquess of Lansdowne.—(Received June 16.)

(No. 359.)

My Lord,

Commissioner's Office, Mombasa, May 22, 1904.

I HAVE the honour to acknowledge the receipt of your Lordship's telegram No. 80 of the 19th May, asking for copies of my correspondence with Messrs. Chamberlain and Fleitner, together with any documents having a bearing on their claim, and to transmit in reply a file of papers with index, which will, I trust, supply what your Lordship wishes. I have assumed that the claim referred to is for two estates of 32,000 acres near Lakes Elmenteita and Nakuru, and that papers referring to their application for the settlement of 100 colonists, mineral areas, water works at Mombasa, &c., are not required. The correspondence now forwarded contains, to the best of my belief, all the papers of any importance bearing on the claim aforesaid, and consists mainly of letters exchanged between Mr. Chamberlain and the Land Officer. I notice that in his letter of the 4th February, addressed to me, Mr. Chamberlain says: "You will be able to trace in my letters to you a regular insistence on the importance of the right to convert into freehold." No doubt he insisted on this right with great pertinacity, but he must be alluding to letters addressed to the Land Officer, or to letters addressed to me but dealing with the Settlement scheme. These have already been sent home to your Lordship.

The correspondence sent herewith may be summarized as follows. For brevity Mr. Chamberlain's name alone is used as a rule, but letters sent to him were either sent in duplicate to Mr. Fleitner or at any rate copy to this latter gentleman:—

In July 1903, Messrs. Chamberlain and Fleitner made their applications to me for two estates of 32,000 acres each. The applications were not answered directly, but referred to the Land Officer, who replied (14th August) they would be taken into consideration. On the 20th October the Land Officer wrote again to say they could lease the areas subject to native rights, but that conversion into freehold depends on sanction from home. On the 12th November Mr. Chamberlain accepted generally, but demurred to the rate of conversion, and sent a copy of his letter to me. A copy is appended of Minutes on this letter, in which it was decided that Mr. Chamberlain's contention was right, because 8 annas can be raised by documentary evidence to have been the ordinary current rate when he made his application. The Land Officer informed Mr. Chamberlain accordingly on the 16th December, and on the 6th January he sent the draft Agreement to Lease. This crossed with a letter from Mr. Chamberlain asking for greater facilities as to conversion. On receiving the draft

Agreement to Lease Mr. Chamberlain signed it as it was, and sent a year's rent (2nd February) but at the same time pressed for an alteration of the terms as to freehold. He also wrote to me to reach the same effect (4th February). The Land Officer acknowledged the receipt (22nd February) but said that without further instructions from me (I was travelling at the time) he could not alter the terms of the lease. He also (on the 27th February) asked for slight rectifications in the accounts paid on account of difference of exchange, and he paid the cheques into the Treasury as rent for land near Nakuru and Elmenteita.

On the 28th February, when I was travelling, I received and answered your Lordship's telegram No. 44. I was not aware at that time that Mr. Chamberlain had signed the Agreement to Lease, and therefore said that the terms were not yet settled. The statement, however, that the area could be varied remains perfectly correct, for the Agreement is made under the Crown Lands Ordinance, which excludes from leases land actually occupied by natives, and it contains special clauses to cover rights other than actual occupation. I am, unfortunately, unable to send Mr. Hobbly's map showing the area he proposes to grant Mr. Chamberlain (I believe about 20,000) as it has been returned to him and cannot be obtained before the departure of the mail, but his arrangement is based on the fact that though only one river (the Enderit) is shown on the map, there is really another one, called the Magalia, which is much larger. Taking into consideration these two rivers and reducing Mr. Chamberlain's acreage, there is ample room for both him and natives.

In consequence of your Lordship's telegram No. 52, I did not answer Mr. Chamberlain's letter of the 10th February nor a subsequent one of the 12th March which reached East Africa at the same time as himself. These letters perhaps call for a few remarks.

I cannot accept as quite accurate Mr. Chamberlain's statements in the letter of the 4th February respecting "arrangements" made between me and him for the conversion of the whole area into freehold. What I told him was that the whole question of freehold and leasehold was under discussion with your Lordship, but that I was prepared to assent to his purchasing a part of his area and would not reject without consideration the idea that he should purchase it all. Subsequent experience of what settlers were ready to accept led me to think that it would be quite sufficient if he had the right to purchase 10,000 acres, and I trust I may be pardoned if I say that I deeply regret that the East Africa Syndicate should have been able to get the right to buy the enormous area of 500 square miles under your Lordship's letter No. 626 of the 22nd December). In conversation I more than once warned Mr. Chamberlain that all clauses as to conversion into freehold are by the General Regulations of the Protectorate subject to your Lordship's sanction, and that it is not possible to establish a claim to a certain area. Though the Land Officer's correspondence, taken as a whole, emphasizes this necessity for your Lordship's special sanction, I must admit that there are letters, which, if taken by themselves, give the impression, although their silence on the point could not be taken as contrary to the Crown Lands Ordinance or the language of the Agreement to Lease.

The latter part of Mr. Chamberlain's letter of the 12th March, in which he emits the idea that the refusal to grant him land may be the result of an intrigue, will perhaps seem strange. Your Lordship will, however, remember *vide* my despatch No. 428 of the 10th September, 1903, that Mr. Bowker had a personal quarrel with Mr. Chamberlain, and he has since then habitually used the most violent language about him.

In a recent interview with me he maintained that Mr. Chamberlain ought not to be allowed to hold any land in East Africa, and then applied for the area himself as soon as Mr. Chamberlain's claims should be disposed of. I do not believe Mr. Bowker, who appears to be an honourable though irascible man, had any idea that he was intriguing against Mr. Chamberlain, but it is clear that even what he said to me might be repeated in a form which would bear that construction, and he has plainly spoken much more freely to others. Further, Mr. Bowker told me that he had business relations with Mr. Macalister (who appears to occupy a most singular position intermediate between a Uganda official and a speculator) and it is certain that Mr. Macalister has expressed a wish to take up land on Lake Nakuru.

With reference to the concluding paragraph of my despatch No. 226, Mr. Barth now advises me that if Mr. Chamberlain's application were now refused and he brought an action against the Government the result cannot be considered certain. On the one hand, Mr. Chamberlain, after signing the draft Agreement to Lease, continued in his letters addressed to the Land Officer and to myself, of the

2nd and the 4th February, to negotiate for further terms as if the contract was not complete. On the other hand, there is a proposal in the form of a draft Agreement, accepted and signed by Mr. Chamberlain, and accepted again as final by the Land Officer, who asked for a small rectification of the amount paid and handed over the fees to the Treasury as if the transaction were complete.

Whatever the strictly legal aspect of the case may be, I feel strongly that it is not compatible with good faith to withdraw the grant now unless it can be shown that Messrs. Chamberlain and Flemmer have acted in such a way that they can be described as improper persons to hold land in the Protectorate, of which I have no evidence. I do not believe that the grants which Mr. Habley now proposes to give infringe on native rights, and, in any case, I do not see how this can be alleged as a reason for refusal if a concession of 500 square miles, with right to purchase the freehold, is given next door to the East Africa Syndicate.

I have, &c.  
(Signed) C. ELIOT.

Inclosure in No. 81.

Correspondence between Sir C. Eliot and Messrs. Chamberlain and Flemmer.

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(1.)

Nairobi, July 23, 1903

Sir, I have the honour to submit herewith an application for the lease of 32,000 acres of grazing land in the Naivasha district, and, more particularly, within an area bounded—

On the north by a line drawn at right angles to the course of the river marked Enderit River on Sir H. Johnston's map (Ann. Mag. Geographical Journal, 1862), such line of northern boundary to be drawn through the point at which the Enderit River enters Lake Nakuru.

The western boundary to be the range of hills which lies immediately to the west of the Enderit River, and to measure roughly 10 miles in length.

The southern boundary to be a line drawn parallel to the northern boundary. The eastern boundary to run roughly at right angles to the north and south boundaries, and to be fixed in such a way as to inclose the area of 32,000 acres applied for, while satisfying any requisite reservations to be made by the Government on

account of the railway or in accordance with any regulations as to reservations of any other character already published in the Gazette and now in force; such reservations will not, it is presumed, be applied in such a way as to prevent fair and reasonable access to the railway.

The lease to be for ninety-nine years, and to set out, as one of its conditions, the terms upon which the ground can be made freehold.

I have, &c.  
(Signed) ROBERT CHAMBERLAIN

Sir Charles Eliot, K.C.M.G., C.B.  
His Majesty's Commissioner and Consul-General.

(2.)

Nairobi, July 30, 1903

Sir, I have the honour herewith to submit an application for the lease of 32,000 acres of grazing ground in the Naivasha Province, and more particularly within an area bounded—

On the south by a line drawn at right angles to the general course of the river which runs into Lake Elmenteita from the north, such line of southern boundary to be drawn through the point at which this river enters the northern side of Lake Elmenteita.

The eastern boundary to be the range of hills which lies immediately to the east of the river above mentioned, and to measure roughly 10 miles in length.

The western boundary to run roughly at right angles to the north and south boundaries, and to be so fixed as to inclose the area of 32,000 acres applied for.

The lease to be for ninety-nine years, and to include a condition under which the freehold can be purchased at a fixed price.

I have, &c.  
(Signed) A. S. FLEMMER

Sir Charles Eliot, K.C.M.G., C.B.  
His Majesty's Commissioner and Consul-General.

(3.)

Land Applications.

Nairobi, August 14, 1903

Sir, I beg to state that your application for 32,000 acres of land in the Naivasha Province has been forwarded to me by His Majesty's Commissioner with instructions to enter into correspondence with you on the subject.

I would here remark that your application sent me through Mr. Ainsworth which is a copy of that sent by His Majesty's Commissioner, was forwarded by me to Mr. Bagge, His Majesty's Sub-Commissioner, Naivasha, for favour of his remarks as to local objections. He is on tour in his district, so that I have not yet had his reply, but the only one I consider likely to occur is as to how far the question of native rights is affected. I believe this question is now under the consideration of the authorities, and as to where a reserve for the Masai shall be made. The suggested terms are half-an-anna per acre rent, with the possibility of converting into freehold at 8 annas per acre.

This, however, will have to receive the sanction of the Secretary of State. Any further information I can give you I shall be pleased to furnish.

I am, &c.  
(Signed) R. BARTON WRIGHT

R. Chamberlain, Esq.  
A. S. Flemmer, Esq.  
Land Officer.

(4.)

Nairobi, October 20, 1903

Sir, With regard to your application for 32,000 acres of land near Elmenteita Lake, I beg to state that there is no objection to leasing you the area applied for at the current rate of half-an-anna per acre per annum. The question of sanction of sale of larger quantities than 1,000 acres is now under the consideration of the Secretary of State.

[1759]

2 L

The rate of sale is 1 rupee per acre for grazing land and 2 rupees per acre for agricultural land.

The present laws admit only of the sale of 1,000 acres.

I would also add that, as at certain times natives are in the habit of watering their cattle at points included in the area applied for, a clause would be inserted in your agreement to the effect that this right would be retained by the natives.

On receipt of news from home, re sanction to the conversion into freehold of the land applied for, I will inform you.

I am, &c.

(Signed) R. BARTON WRIGHT,  
Land Officer.

A. S. Flemmer, Esq.,  
R. Chamberlain, Esq.

(5)

Rand Club, Johannesburg, November 12, 1903.

Sir, I beg to acknowledge the receipt of your letter of the 21st October, re my application for 32,000 acres of grazing land near Nakuru Lake.

I note the stipulations with regard to the rights of natives to water their cattle at points included in the area applied for. While I have no objection to the insertion in the Agreement of such a clause as you suggest, it would, I think, be fair and just if this proposed clause should empower me to reserve entirely for my own exclusive use a certain proportion of the watering-places for stock, however small this proportion may be. There are at least a dozen such watering-places on the Enderit River. As you will readily understand, it will be important to protect expensive imported stock from the danger of infection from native cattle and sheep. If every watering-place, without exception, is made legally accessible to the native stock, there will be no possibility of keeping imported sheep free from, say, scab; and under such conditions, expenditure on fencing will be entirely discouraged. I do not wish to be or to appear unreasonable in this matter, and I think it will not be unfair to the natives if power is given to me, in the clause suggested, to fence off and retain for my own exclusive use, say, 25 per cent. of the total number of watering-places on the farm.

You state that the rate of sale of the land is 1 rupee per acre for grazing land. There must, I think, be some misunderstanding as to the arrangements already definitely entered into with me by His Majesty's Commissioner.

Mr. A. S. Flemmer and myself saw the Commissioner in his railway carriage at Nakuru Station on the 2nd August. At this interview Sir Charles Eliot informed us that he accepted our applications, and that the land would be granted on the following terms:—

Rent at 4 annas per acre per annum on a ninety-nine years' lease, with the option of converting into freehold at 8 annas per acre in sections of 10,000 acres at a time. The result of this interview is recorded in my diary, and the terms of purchase as originally arranged are further confirmed in your letter to me, dated Nairobi, 14th August, in which you inform me that my application had been forwarded to you by His Majesty's Commissioner with instructions to enter into correspondence with me on the subject.

At a further interview which we had with Sir Charles Eliot, at Mombasa, on Thursday, the 27th August, the terms as to land rent and purchase were again confirmed.

I feel sure that reference to His Majesty's Commissioner will result in the confirmation of the foregoing statements, and that the misunderstanding will be corrected by reverting to the terms for purchase at 8 annas per acre as originally arranged.

I have, &c.

(Signed) ROBERT CHAMBERLAIN.

R. Barton Wright, Esq.,  
Land Officer, Nairobi,  
British East Africa.

My dear Sir Charles,

I send you herewith copy of a letter which I have addressed to the Land Officer on the subject of the land applied for by me to Lake Nakuru.

Yours sincerely,  
(Signed) ROBERT CHAMBERLAIN.

Rand Club, Johannesburg, November 14, 1903.

This was sent to the Land Officer, who wrote the following Minute to it:

His Majesty's Commissioner

I understood when I took over that the rate fixed for grazing land was 1 rupee per acre (there was the precedent of Mr. Deacon's case). In the case of the very large areas applied for by the Syndicate and Lord Delamere concessions were made, and the 8-anna rate suggested. In the first letter written to Chamberlain this rate was mentioned but had to be subject to the sanction of the Secretary of State. I think 8 annas certainly now very low. It was different when you wanted to start things. Please inform me what you have done. I suggest 1 rupee.

December 6, 1903.

(Signed) R. B. WRIGHT.

Land Officer,

Minute.

I think we must adhere to the 8-anna rate. It was proposed in my despatch No. 236 of the 15th July to the Foreign Office, which is strong presumptive evidence that it was regarded as the ordinary current rate at the beginning of August. If, therefore, Messrs. Chamberlain and Flemmer take up their land at once, it is fair that they should have it at the rate current when they made their application.

This rate need not be held to apply to other cases, or to this case either, if they delay.

C. E.

(7)

[Crossed with Mr. Chamberlain's letter.]

Sir,

With reference to your application for 32,000 acres of land near Elmenteita, I am instructed by His Majesty's Commissioner to inform you that he is willing to lease to you on a ninety-nine years' lease the land applied for at the rate of 4 annas per acre per annum conditional on the sum of 5,000*l.* being spent in development during the first five years of lease. If those conditions have been fulfilled he would be willing to allow you to convert up to 10,000 acres into freehold at the present current rate of 1 rupee per acre.

Trusting you will favour me with a reply at an early date, I am, &c.

(Signed) R. B. WRIGHT Land Officer  
R. Chamberlain, Esq., and  
A. S. Flemmer, Esq.,  
Rand Hotel, Johannesburg.

Mombasa, East Africa, December 14, 1903.

In reply to your letter dated the 14th November, I beg to state that His Majesty's Commissioner has decided that, in the case of yourself and Mr. Flemmer, owing to the large area applied for, and being in the fact that you were among the

first applicants, that he will allow you to convert into freehold at the rate first suggested, i.e. 8 annas per acre.

It is true that I quoted this rate in my first letter, but I stated that it was subject to the sanction of the Secretary of State. The only previous sale of grazing land in this country was at 1 rupee per acre.

I consider your request of modification of watering places for stock fair and reasonable, and will make the required alteration in due season.

The terms will now, therefore, be as follows:

Ninety-nine years' lease.

Rate 1/2 anna per acre per annum.

Possibility of conversion of 10,000 acres into freehold at 8 annas per acre after five years, if 5,000l. have been expended in development.

I am willing to keep the land open till the 28th February, 1904, but I must have a definite answer before then, as the land cannot be kept locked up indefinitely. After this date the land will only be treated at the current rate of 1 rupee per acre in the case of purchase of freehold.

I am, &c.  
(Signed) R. WRIGHT.

R. Chamberlain, Esq., and  
A. S. Flemmer, Esq.,  
Rand Club.

(9.)

Sir,  
Mombasa, East Africa, January 6, 1904.  
I have the honour to forward herewith a draft Agreement for lease of land applied for by you.

Please sign and return the same.

I beg to remind you that I cannot extend your option to take up the land on the inclosed terms after the 1st March, 1904.

I am, &c.  
(Signed) R. WRIGHT.

R. Chamberlain, Esq., and  
A. S. Flemmer, Esq.

(10.)

An Agreement made this day of , 1904, between Sir Charles Norton Edgcombe Eliot, K.C.M.G., C.B., His Majesty's Commissioner for the East Africa Protectorate (hereinafter referred to as the Commissioner), of the one part, and A. S. Flemmer, of (hereinafter referred to as the tenant), of the other part.

Whereby the Commissioner agrees to grant and the tenant agrees to take a lease of all that piece or parcel of land containing 32,000 acres or thereabouts more particularly described in the Schedule hereto for the term of ninety-nine years from the day of 1904, at the yearly rental of 1,000 rupees payable yearly in advance on the day of in each year. The lease to be subject to the provisions of "The Crown Lands Ordinance, 1902," and to all rules for the time being thereunder. The lease to contain covenants on the part of the tenant to pay rent as aforesaid, to spend a sum of 5,000l. in developments on the said land to the satisfaction of the Commissioner within five years from the date hereof, such expenditure to be supported by receipts if the Commissioner so desires, not to assign, underlet, or part with the possession in any way whatsoever of the said land or any part thereof without the previous consent of the Commissioner in writing. Not to interfere with any existing native rights to water or otherwise on the said land, provided that certain watering places shall be reserved unto the tenant with the Commissioner's approval. To observe the covenants implied by "The Crown Lands Ordinance, 1902." The lease to contain a proviso that if the aforesaid sum of 5,000l. is expended as aforesaid, then the tenant shall, subject to the provisions of "The

Crown Lands Ordinance, 1902," and the rules for the time being in force, have the option of purchasing 10,000 acres of the said land at or for the sum or price of 8 annas per acre. Such option shall be exercised within three months from the day of 1904, the expiration of the aforesaid fifty year. The Commissioner shall, on the completion of the survey of the said land, execute, and the tenant shall accept and execute a counterpart of a lease of the said land upon the terms and conditions aforesaid. Until such lease is executed the said parties shall be bound by the covenants and provisions hereinbefore mentioned and agreed to be contained in such lease as if the same were actually executed.

As witness the hands of the parties hereto.

The Schedule before referred to.

The piece or parcel of land shall be bounded on the south by a line drawn at right angles to the general course of the river running into the northern end of Lake Elmenteita from the point at which the said river enters the said lake. The eastern boundary of the said land shall be the range of hills immediately to the east of the said river for a distance of 10 miles from the aforesaid junction of the said river and lake. The northern and western boundaries shall be parallel to the southern and western boundaries respectively, and shall be such as to inclose an area of 32,000 acres. These boundaries are approximate only and are liable to such alteration as on survey the Chief Surveyor may deem fit.

(11.)

Sir,  
Rand Club, Johannesburg, December 16, 1903.  
I beg to acknowledge the receipt of your letter of the 23rd November, and note that the draft lease of ground near Nakuru is in course of preparation and will be forwarded to me at an early date.

You state that a condition of the lease shall be the expenditure of the sum of 5,000l. in development during the first five years of lease.

This condition appears to me a perfectly reasonable one, with which I am prepared to comply.

You further state that when this condition has been fulfilled His Majesty's Commissioner will be willing to sanction the conversion into freehold up to 10,000 acres "at the present current rate of 1 rupee per acre."

This question of price per acre for freehold is dealt with in my letter of the 12th November, to which, no doubt, you will favour me with an early reply. I note, here, however, that you now suggest no provision with regard to the price per acre of the freehold of the balance of 22,000 acres.

The original agreement with His Majesty's Commissioner was that all the ground should be available for freeholding at a uniform price of 8 annas per acre in sections of 10,000 acres at a time.

The new price of 1 rupee per acre represents a departure from this arrangement, and your letter now under reply appears to accentuate this departure in a somewhat remarkable manner.

Yours faithfully,  
(Signed) ROBERT CHAMBERLAIN.

R. Barton Wright, Esq.,  
Survey and Land Officer,  
Nairobi, British East Africa.

In a similar letter sent by Mr. A. S. Flemmer the ground is said to be near Elmenteita.

(12.)

*Rand Club, Johannesburg, February 2, 1904.*

Sir,  
I beg to acknowledge the receipt, on the 26th January of your letter of the 19th December and the 6th January, the latter covering draft Agreement for lease of land at Elmenteita.

Please receive herewith draft Agreement signed as requested; also the first year's rent.

Will you kindly note in this connection that the draft Agreement does not deal with the subject raised in my letter of the 16th December. The original Agreement with His Majesty's Commissioner was to the effect that the whole area of 32,000 acres applied for should be subject to conversion into freehold at the uniform price of 8 annas per acre.

The draft Agreement provides for the conversion into freehold of 10,000 acres only at this price. No provision whatever is made for the conversion of the balance of 22,000 acres. While I consider that I am fairly entitled to claim that provision shall be made in the actual lease for the conversion into freehold of the whole area of 32,000 acres in sections of 10,000 acres at a time, as proposed and arranged by Sir Charles Elliot, I suggest that, in order to attain a final Agreement without further discussion or delay, the lease shall provide for the conversion of 10,000 acres into freehold at 8 annas per acre; for 10,000 acres at 12 annas per acre; and for the balance of 12,000 acres at the rate of 1 rupee per acre, such right of conversion into freehold at these rates to be dependent upon the expenditure of 5,000l. on development, as provided in the draft Agreement, and upon that final condition alone.

It is possible, and even probable, that this sum of 5,000l. may be expended on development before the expiration of the first five years of the lease. It may even be expended within the first two years. The draft Agreement provides that the conversion into freehold can take place only after the expiration of the first five years of the lease.

I suggest that it will be reasonable and even necessary to make provision in the lease for conversion into freehold whenever, and as soon as, this sum of 5,000l. has been expended, such expenditure, of course, to take place within the first five years, as stipulated in the draft Agreement. This arrangement will call for only a very slight modification in the terms of the draft Agreement by omitting from lines 15, 16, and 17 of p. 2 of this draft, as returned, the words "on the expiration of the fifth year from the 1st day of March, 1904."

I am, &amp;c.

(Signed) A. S. FLEMMER.

R. Barton Wright, Esq.,

Land Officer,

Nairobi, British East Africa.

P.S.—A similar letter was received from Mr. Chamberlain on the same date.

(12a.)

*Rand Club, Johannesburg, February 10, 1904.*

Dear Sir,  
I herewith inclose duplicate draft for 60l. 13s. 6d. being first year's rent, ending the 1st March, 1905, on land (32,000 acres) granted to me near Elmenteita.

Yours faithfully

(Signed) A. S. FLEMMER.

R. Barton Wright, Esq.,

Land Officer, Nairobi.

(13.)

*Mombasa, East Africa, February 22, 1904.*

Sir,  
In reply to your letter dated the 2nd February, 1904, inclosing draft Agreement duly signed, I beg to state that in a previous letter I informed you that only 1,000 acres land could be acquired freehold by one individual in this country without the

special sanction of the Secretary of State. In view of your being among the first applicants, His Majesty's Commissioner made the concession that he would recommend that you be enabled to convert a portion of the land applied for at the reduced rate, 8 annas per acre, into freehold. I recommended that limit be fixed at 10,000 acres.

I have placed your letter before Sir Charles Elliot, and unless he sees any reason for requesting the special sanction above referred to for the conversion of the further area into freehold, I am unable to deviate in any way from the terms arranged in the draft Agreement.

I am, &amp;c.

(Signed) R. WRIGHT.

A. S. Flemmer, Esq., and

R. Chamberlain, Esq.,

Rand Club, Johannesburg.

(14.)

Sir,

*Land Department, February 27, 1904.*

I beg to acknowledge the receipt of draft for 66l. 13s. 6d. on account of rent for your land at Elmenteita and to request that you will remit me a further sum of rupees 22:15½ or the equivalent thereof, as this sum has been deducted by the bankers of the Protectorate for exchange.

On receipt of this a receipt for the full amount of 1,000 rupees will be sent to you.

I am, &amp;c.

(Signed) R. WRIGHT, Land Officer.

A. S. Flemmer,

(15.)

Sir,

*Land Department, February 27, 1904.*

The National Bank of India, Mombasa, have advised me of your payment of 68l. on account of rent due for your land at Nakuru. The equivalent of this in rupees amounts to rupees 996:10. I shall therefore be obliged if you will remit me a further sum of rupees 3:6, and on receipt of this a receipt for the full amount of 1,000 rupees will be sent to you.

I am, &amp;c.

(Signed) R. WRIGHT, Land Officer.

R. Chamberlain, Esq.

(16.)

Sir,

*Land Department, February 27, 1904.*

I have the honour to inform you that the National Bank of India, Mombasa, have advised me that they have received instructions from Mr. R. Chamberlain to pay me the equivalent of 68l. The amount is paid by that gentleman on account of rent for his land near Nakuru, rent due being 1,000 rupees, and I shall be obliged if you will give the Bank the necessary instructions as to the disposal of the money.

I have written to Mr. Chamberlain for the balance due, viz., rupees 3:6.

I have, &amp;c.

(For Land Officer),

(Signed) R. W. HEMSTED.

The Treasurer,

Mombasa.

(17.)

*Land Department, February 27, 1904.*

Sir, With reference to your Memorandum of the 25th instant, I have the honour to inform you that the sum of rupees 977 is on account of rent due by Mr. A. S. Flemmer for his land near Elmenteita for the year ending the 1st March, 1903.

Mr. Flemmer has been written to for the balance, rupees 22.354.

I am, &c.  
(For Land Officer)  
(Signed) R. W. HEMSTED.

The Treasurer,  
East Africa Protectorate.

(18.)

*East Africa Protectorate, the Treasury, Mombasa, March 2, 1904.*

Sir, With reference to your Memorandum of the 27th ultimo, I have the honour to request that you will send copy of Mr. A. S. Flemmer's lease to me for safe custody.

I have, &c.  
(Signed) C. C. BOWRING, *Treasurer*

The Land Officer,  
Nairobi.

(19.)

*East Africa Protectorate, the Treasury, Mombasa, March 4, 1904.*

Sir, I have the honour to acknowledge the receipt of your letter of the 27th ultimo and to inform you that the sum of rupees 906.10 on account of rent due by Mr. Chamberlain has been received from the National Bank of India.

2. I beg to inquire if the amount is to be credited to "Railway Zone Rents" or to "Receipts from Government Property, Rents, Province of Naivasha," and would ask you to be so good as to forward the duplicate copy of Mr. Chamberlain's lease for safe custody.

I have, &c.  
(Signed) C. C. BOWRING, *Treasurer*

The Land Officer,  
Nairobi.

(20.)

*Land Department, Nairobi, March 7, 1904.*

Sir, IN reply to your letter of the 4th instant, I have the honour to inform you that the sum referred to should be credited to "Government Property, Rents, Province of Naivasha."

The draft lease only has been prepared and signed by Mr. Chamberlain. The final deeds are being prepared by the Crown Advocate.

I have, &c.  
(Signed) R. BARTON WRIGHT, *Land Officer*

The Treasurer,  
Mombasa.

(21.)

*Land Department, March 10, 1904.*

Sir, I am instructed by His Majesty's Commissioner that the Foreign Office have refused to sanction the lease of the land applied for by you at Elmenteita.

I have accordingly requested the Treasurer, Mombasa, to send you a draft for 66.13s. 4d. being the amount of the first year's rent already paid by you.

I am, &c.  
(Signed) R. WRIGHT, *Land Officer*

(Copy to R. Chamberlain, Esq., draft for 68.)

A. S. Flemmer, Esq.

(22.)

Dear Sir, *Rand Club, Johannesburg, March 30, 1904.*  
I am in receipt of your letters dated the 24th and 27th February and note contents.

I have instructed Mr. Chamberlain to pay to you the exchange on the draft which I omitted to add.

Yours faithfully  
(Signed) A. S. FLEMMER

R. Barton Wright, Esq.,  
Land Officer,  
Nairobi.

(23.)

Sir, *Nairobi, March 11, 1904.*  
I have received a telegram from the Secretary of State stating that you cannot be given the areas applied for by you and Mr. Flemmer on the Nderit River, and near Lake Elmenteita.

I telegraphed the substance of the above to you and Mr. Flemmer this morning.

At present I have no further information on the subject, but I shall doubtless shortly receive a despatch with particulars.

I am, &c.  
(Signed) C. ELIOT

R. Chamberlain, Esq., and  
A. S. Flemmer, Esq.,  
Rand Club, Johannesburg.

(24.)

My dear Sir Charles, *Rand Club, Johannesburg, February 1, 1904.*  
I beg to acknowledge the receipt on the 25th January of your letter of the 15th December, for the contents of which both Mr. Flemmer and myself desire to thank you.

Inclosed herewith I send you a copy of my letter of the 2nd February to the Land Officer, from which you will see that there is still one question outstanding for settlement, with regard to the land grants at Nakuru and Elmenteita. This refers to the all important question of the right to convert the whole area of 32,000 acres in each case into freehold at the uniform price of 8 annas per acre. I feel sure that you will accept my statement that this was distinctly the arrangement arrived at between us, and that the terms were, moreover, not proposed by us but by you. You will be able to trace in my letters to you a regular insistence upon the importance of the right to convert into freehold, and you may also be able to remember that in conversation with you on the subject I have always treated the matter as one of vital importance.

However, I am not anxious to prolong this discussion, and I should much prefer, as a matter of compromise, to obtain a final settlement of the only point of difference which now exists. In this spirit I have suggested as a reasonable settlement that the



lease to be executed by you after survey shall provide that after the expenditure of 5,000l. on each area on development, the tenant in each case shall have the right to convert the whole area into freehold at the following rates:—

The first 10,000 acres at 5 annas, the second 10,000 acres at 12 annas, and the rest 10,000 acres at 1 rupee per acre. In this way finality will be obtained. If I am sure you will recognize, obviously be unfair to us that no provision of any kind shall be made in the lease for the conversion into freehold of the balance of 2,000 acres when the application for the whole area was made distinctly on the condition that the whole should be subject to conversion, while it was just as distinctly understood that you agreed to this arrangement subject only to the condition that the conversion should be effected in blocks of 10,000 acres at a time.

I am, &c.  
(Signed) ROBERT CHAMBERLAIN.

Sir Charles Eliot, K.C.M.G., C.B.,  
His Majesty's Commissioner and Consul-General.

(25.)

(Private and Confidential.)

My dear Sir Charles.

*Road Club, Johannesburg, March 12, 1904.*

I trust that you will favour us as promptly as possible with a very detailed explanation of the cables we received yesterday. I can assure you that this action has created a very painful and lasting impression on our minds. There is not within the Empire a man more deeply outraged and crestfallen, or more bitterly ashamed of his birthright as a British subject, than I am to-day. Mr. Flemmer and myself have not paraded our work in any way, either before you or before others, but since the day of our return here we have been unceasingly devoting time, effort, and money to fulfil the spirit and the letter of our promise to send you settlers. It has by no means been a wholly selfish object that we have had in view. We desired to reap a legitimate reward for our efforts, but even more did we desire to leave our mark on the history of the Protectorate. We may now say fearlessly what, before this, did not appear to be worth the saying, while there was work to do, that we claim to have rendered an invaluable service to the Protectorate in the creation of the movement towards Uganda from South Africa. We have done this in absolute and unwavering confidence in the good faith of His Majesty's Representatives that our claim for generous consideration would be recognized, and that certainly any rights created for us would be scrupulously maintained. I should not care to characterize the treatment now sought to be accorded to us, but I am definitely resolved to spare neither time nor money nor effort in my attempt to adjust what I can only describe as a base and wicked wrong. I admit that for the time I am hopelessly bewildered, and that I have no information by which to guide my judgment of the matter; but there is one thing quite clear: we hold the solemn engagement of His Majesty's highest local Representative that these parcels of land shall be, and have been, given to us under conditions with which we are prepared to comply. And we have now the abrupt, cynical, and base repudiation of this engagement by His Majesty's Secretary of State. Apart from all question of gain, about which I am now careless, I am absolutely resolved to fight now for the principle of right which is involved; and speaking to you simply as one man of English breed to another, I say solemnly that, if this decision is final, and if by no effort can the wrong be redressed, I will repay it a thousandfold during the remainder of my life. You will, I fear, be tempted to believe that I am using the language of excitement and emotion; but if you, as an Englishman, had been compelled to go through the experience of the last ten years in South Africa, you would realize better what it all means to many thousands of the same men.

It was a year ago, in common with many others, I had made every sacrifice of which I was capable in unquestioning and unwavering faith that it was the old justice of England for which all the sacrifice was being made. It was not a hopeless fight in which we have been engaged here, and I, for one, was glad to turn my way to some country where the same powerful interests were not engaged, where the prize was not so great, but where one could yet do useful and honourable work under the same flag. Surely, Sir, you know that it was not wholly the desire to

made up our enthusiastic and steady work of the past few months in promoting interest in the Protectorate. For myself I can say that I saw an opportunity for honourable personal advancement and not less for honourable public service, and that for me both objects were equally desirable. But on the very threshold of a complete change in my life I am shown that the same equal standard of British justice and right-doing obtains with you there as with us here.

Without more exact information than I possess at present, I am compelled, naturally, to assume that the decision of the Secretary of State, conveyed in your telegrams, is intended to apply generally; and that it represents either a radical change of policy as to land alienation or a repudiation sans phrase of your actions as His Majesty's Commissioner in the Protectorate. I am compelled to assume that this decision is intended to invalidate, if possible, the grants made not only to Mr. Flemmer and myself, but to Major Buchanan, Lord Delamere, Mr. Russell Bowker, Messrs. Bowker Brothers, and to any other persons to whom comparatively large grants have been made. If this assumption is correct then it is possible to entertain the hope that, by united effort on the part of the persons concerned, the reversal of the decision can be attained at the cost of a little patience, effort, and pecuniary expense. I shall be glad if you will inform me more particularly on this possible aspect of the matter.

I attach importance to the foregoing considerations, because many small and, in themselves, unimportant circumstances combine to suggest a much more sinister explanation of the decision of the Secretary of State. I refer with reluctance to the differences between Mr. Bowker and myself. Generally speaking, it is well nigh impossible to believe that Mr. Bowker's attitude towards me can have, by any imaginable means, found a means of influencing His Majesty's Principal Secretary of State in his action towards Mr. Flemmer and myself in a matter of simple business relations already definitely arranged. On the face of it, the idea is incredible. But the fact remains that Mr. Bowker has repeatedly and consistently stated that Mr. Flemmer and myself would never get the land grants for which we had applied. He has made this statement to gentlemen who are willing to bear testimony to that effect.

So much is beyond all possible contradiction or disproof, as is the further curious fact that Mr. Bowker has repeatedly and insistently advised all persons making applications on his recommendation to make specific applications for land about Elmentetsi Lake.

A further interesting fact in this connection is that Mr. Richard Rimer informed me that he had been shown by Mr. Russell Bowker a sketch map, made by the latter, on which was shown, in the middle of the grant claimed by me on the Ndarit River, a grant which, according to Mr. Bowker, would certainly be made by the Foreign Office to a Mr. Macalister, Sub-Commissioner of the Nile Province, Uganda, who was at that time a guest in Mr. Bowker's house.

As to the above facts I can speak positively.

These and similar statements I have hitherto naturally regarded as being entirely irresponsible and as possessing no value or meaning of any kind. I am compelled to say that, in the light of your telegram, these statements appear to be charged with some meaning. As a matter of "hearsay" and vague and loose statements, it has repeatedly reached my ears that Mr. Bowker attached great importance to certain services which, he alleged, were to be rendered to him by this Mr. Macalister when the latter gentleman should reach home and should come into direct contact with the officials of the Foreign Office. While it is fair to both Mr. Bowker and Mr. Macalister to lay stress upon the qualification that these latter statements have been made to me at second hand, and in a loose, vague, and general manner, I am bound to say also that all these circumstances, taken together with your telegram appear now to possess an importance which I have hitherto been unable to attach to them.

This whole matter of speculation may, however, be disposed of simply if you will be good enough to inform me whether the Secretary of State's decision is a general one, applying to all large grants, irrespective of the particular persons to whom these have been made, or whether, on the contrary, it is directed solely and only against the grants made to Mr. Flemmer and myself.

If this latter suggestion should prove to be well founded, I feel sure that Mr. Flemmer and I can confidently count upon you, as His Majesty's Commissioner, to address proper and strong representations to Lord Lansdowne for the due protection of our interests. In writing of this aspect of the matter, it appears to me to become more and more incredible that Lord Lansdowne's decision can reflect the result of

any petty intrigue solely directed at the personal interests of Mr. Flemmer and myself, and I fear that I shall have taxed your patience greatly in going into this possible explanation.

It will, of course, be understood by you that I am writing without prejudice to my legal rights in the matter, and that my desire is to elicit the fullest possible explanation of the decision conveyed by your telegrams to Mr. Flemmer and myself. You will, I am sure, readily understand with what bitterness of feeling this decision has been received in view of the fact that, while as a matter of principle and self-respect it is impossible for me at any rate, to acquiesce in this decision, it is at the same time probable that we may not now entertain the hope either of reaping any reward from the services and labours and anxieties of the last few months, or of sharing in the work of development of the country the interests of which have been so close to us.

I am &c.

(Signed)

ROBERT CHAMBERLAIN

Sir Charles Eliot, K.C.M.G., C.F.

His Majesty's Commissioner and Consul-General.

Mombasa.



6  
A  
LORD

6 Nov 74

Se  
Sir

Your letter of the 18th ult

DRAFT

H. W. Harris Esq

\* letter of the 18th ult  
I am sorry to hear  
that his lordship is not

MINUTE

- Mr. ~~18/13~~ 5/4
- Mr. ~~Buller~~ 5
- Mr. ~~Reed~~ 5
- Mr. Just.
- Mr. Antrobus.
- Mr. Cor.
- Sir C. Lucas.
- Sir F. Hopwood.
- Col. Seely.
- The Earl of Crewes.

in possession of a copy of  
the lease of land granted  
to his R. Chamberlain by  
the act of the Earl.

And to suggest that, if  
you desire to satisfy  
yourself as to the  
terms of the lease  
your hat course is  
to make application to

In answer to his letter you desire to satisfy  
yourself as to the terms of the lease

22633-15

session 1874-5

Chamblain district,  
Assurance communicate with  
to consult the pro  
from the Lands Dept  
of the Post Office, who  
is whose possession the  
original & possesses  
duplicate of the lease  
of the building of the  
no doubt is  
lease

Wm. L. ...

(Signed) G. V. FIDDES

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	Date	Subject
		<del>Amul...</del>
Amul M Co	12 Jan	Letter to Magadi scheme
	3 Feb	- do -
	5	- do -
	12 Mar	- do -
	22	- do -
Amul S. M	19 Mar	Letter to Amul
	1 July	Letter to Amul
Amul M Co	29	Letter to Magadi scheme
Amul M Co	30 Aug	Amul M Co
Amul M Co	17	Letter to Magadi scheme
Amul S. M	7 Sept	Letter to Amul M Co
Amul M Co	27	Letter to Amul M Co
Amul M Co	12 Apr	Amul M Co
Amul M Co	29 Mar	Letter to Amul M Co
Amul M Co	8 Sept	Letter to Amul M Co
Amul M Co	20 Apr	Letter to Amul M Co
	26 Apr	- do -
Amul M Co	5 Jan	Letter to Amul M Co
Amul M Co	1 Jan	Letter to Amul M Co
Amul M Co	11	Letter to Amul M Co
	5 Feb	- do -
Amul M Co	18	Letter to Amul M Co
Amul M Co	20	Letter to Amul M Co
Amul M Co	5 Mar	Letter to Amul M Co
Amul M Co	29	Letter to Amul M Co
Amul M Co	28 Mar	Letter to Amul M Co
Amul M Co	13 Jan	Letter to Amul M Co
Amul M Co	11 July	Letter to Amul M Co
Amul M Co	20	Letter to Amul M Co
Amul M Co	5 Mar	Letter to Amul M Co