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Commissioner's Office

25035

Mombasa,

June 1905

RECEIVED
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No. 545

Sir,

In obedience to the instructions contained in your telegram of June 16th, I have the honour to submit the following report regarding Mr. Chamberlain's estate, together with full particulars of written and verbal communications which have passed between him or his representatives and myself. Mr. Chamberlain's grant is so mixed up with Mr. Flemmer's that it is impossible to avoid dealing with both in the same report.

Messrs. Chamberlain and Flemmer arrived in East Africa early in 1893. They were at first in partnership with a Mr. Bowyer who however at a later date disassociated himself from them. Two applications were forwarded by them to my predecessor, the one being a scheme for colonizing parts

of

H. Principal Secretary of State

for the Colonies,

Downing Street,

LONDON.

* No. 202

- Allen
- Chamberlain
- Allen
- Chamberlain
- Chamberlain
- Flemmer
- Allen
- Chamberlain
- Chamberlain

of the Protectorate with Europeans from South Africa, and the other, a grant of land for private sheep farms. The former fell through; but the latter was entertained by my predecessor, who submitted in February 1904 draft agreements to Messrs. Chamberlain and Flammer, according to the terms of which a ninety nine years lease of thirty two thousand acres of land was granted to each. Mr. Chamberlain's plot was situated at the Southern end of Lake Nazuru, and included both banks of the Enderit River; Mr. Flammer's lay to the North of Lake Elmenteita. The conditions laid down in the leases were that each of the tenants should pay an annual rent of one thousand rupees; that a sum of five thousand pounds should be spent within five years in the development of both estates; that no part of the land should be sublet without the Commissioner's consent; and that the leases should be subject to the provisions of the Crown Lands Ordinance 1902, especially with regard to interference with native rights. Each tenant was given the option to purchase ten thousand acres at eight shillings per acre in the event of his extending the sum of five thousand pounds in the development of his land.

On February 27th, 1904, the Marquess of Lansdowne

telegraphed

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telegraphed to Sir C. Eliot informing him that he could not sanction the grant of these leases as the land was essential to the Masai, and instructing him to warn Mr. Chamberlain and the others interested. This was done.

4. In his despatch No. 226 of April 7th, 1904, addressed to the Marquess of Lansdowne, Sir C. Eliot reported that it was thought that the land ultimately granted to Messrs. Chamberlain and Flemmer would be reduced, owing to the infringement of native rights, to twenty thousand and ~~eighteen thousand~~ acres respectively, and it was apparently

in consequence of this statement that the Foreign Office agreed, after it had been decided to move the Masai to Laikipia, that these were to be the total areas offered (vide Foreign Office telegram No. 167 of October 17th 1904).

5. The Marquess of Lansdowne authorized me in his despatch No. 440 of August 2nd, 1904, to confer with Messrs. Chamberlain and Flemmer, and to consider any arguments which they might be able to adduce in support of their contention that His Majesty's Government were morally bound to give them a grant. I have the honour to enclose herewith a copy of a letter dated September 23rd, 1904, which I received from Messrs. Bruce and Allen, Messrs. Chamberlain and Flemmer's

representatives

representatives, suggesting the following solution to the question:-

That each of the applicants should be granted twenty thousand out of the respective thirty-two thousand acres applied for by them, to be selected by themselves and that on the expenditure of three thousand, one hundred rupees to the satisfaction of the Commissioner they should be entitled to convert the whole twenty thousand acres into freehold at eight annas per acre.

6. At a later date I received a communication (enclosed herewith) from Mr. Chamberlain informing me that he was not a party to these proposals. The terms, however, were not acceptable to His Majesty's Government, and I was instructed to offer Messrs. Chamberlain and Trosser a lease of twenty thousand acres and eighteen thousand acres respectively at one anna per acre with the option to convert six thousand acres into freehold at one rupee per acre. Messrs. Tonks and Allen refused this offer on behalf of their clients (vide their letter of October 22nd); and in order to arrive at an amicable settlement and to avoid litigation, I was permitted to lease the plots (twenty thousand and eighteen thousand acres) at half an anna instead of one anna per acre. I

have the honour to transmit herewith a copy of my telegram to Mr. Chamberlain embodying the terms of my offer, together with a copy of his reply. From this it will be seen that he refused. Mr. Flemer likewise persisted in his refusal to accept any other terms than those of the original draft agreement, but after several interviews which I had with him he finally accepted the offer on January 12th. I have the honour to transmit herewith copies of the letters I received from him and from his solicitors.

7. Mr. Chamberlain was informed on January 12th that the offer made to him on November 28th was final and would be withdrawn unless his acceptance reached my hands within a month. He accepted "under compulsion of circumstances" on February 2nd, and confirmed the telegrams which had passed between us in his letter of February 6th, a copy of which I enclose herewith.

8. In April last Mr. Chamberlain returned to East Africa, and was permitted to settle on his land.

9. It is true that I remarked, as recorded in Mr. Chamberlain's letter of April 29th (which I forwarded in my

~~1890~~
 despatch No. 270 of May 4th), that I did not consider the
 injustice he mentioned as being the only one he had done to
 the Foreign Office. I had however no wish to discuss the
 matter, and the subject was allowed to drop. With regard
 to Mr. Chamberlain's statement that it has not yet been
 explained to him "why twelve thousand acres of his land have
 been wrongfully taken away from him," I am informed by Mr. Hollis,
 the Secretary, that at an interview at which he was present
 in April last year Sir G. Elliot told Mr. Chamberlain that,
 owing to the infringement of native rights, the areas which
 he hoped would be eventually granted to him and to Mr. Flemmer
 would be about ~~twenty thousand and eighteen thousand acres~~
 respectively. I therefore do not consider that Mr. Chamberlain
 has been badly treated.

10. In conclusion I would report for your information that
 since Mr. Chamberlain's arrival in the Protectorate he has
 continued, when addressing letters to local officials, to
 allude to the Marquess of Lansdowne in the offensive and
 insolent manner he previously used in his letters to His
 Lordship. I have the honour to transmit herewith an extract
 of a letter addressed to the Sub-commissioner of the ~~Province~~

Province

2/16/1897

Province reporting the desertion of some labourers.

I have the honour to be,

Sir,

Your most obedient,

Humble servant,

J. Stewart

STR. B. SUMMART

No. 518

RECEIVED
F. O. 251. C. J. June 18th, '04.
F. O. 251. C. J. Feb. 27th, '04.
F. O. 251. No. 167 Oct. 17, '04.
our dep. No. 286 Nov. 27, '04.
our dep. No. 440 Aug. 27, '04.
our dep. No. 278 May 27, '04.

INCLOSURES 10.

Received

by post

George (and) W. M.

Charles E. ...

John ...

Enclosed in No

161

Nairobi,

September 23rd 1905.

Sir,

Chamberlain & Flemer's application.

We beg to refer to our interview with you to-day in presence of Mr. Flemer when you informed us that the Foreign Secretary would not in any event grant our clients the full 32,000 acres applied for by them, but you intimated at the same time your willingness to treat them as fairly as possible.

Our clients' contention is that the agreements for their leases prepared by the Legal Adviser and forwarded by the Land Officer to them and duly executed by them and returned to the Land Officer constitute binding contracts for leases of 32,000 acres each with the option of converting 10,000 acres of each lease into freehold at $as.8$ per acre notwithstanding the fact that after signing these agreements our clients sought to have better terms inserted in the leases when same should be prepared.

Our clients' views are backed up by the best legal opinion procurable.

However as we stated to you to-day our clients have no desire to enter into litigation but are solely anxious to be allowed to settle down on their land and commence their work at once.

We therefore beg to suggest the following solution of the whole matter which is on the lines arranged at our interview to-day viz.:-

1. That our clients should be granted a lease of 20,000 acres each out of the respective 32,000 acres applied for by them.
2. That they should be allowed to select their 20,000

acres

K. Commissioner,

Nairobi.

acres.

3. That on spending £ 3,100 (being the same amount in proportion as £ 5,000 on 32,000 acres) to the satisfaction of the Commissioner they shall each be entitled to convert the whole 20,000 acres into freehold at the rate of as. 8 per acre.

What we propose in effect is that our clients should obtain the right to convert the second 10,000 acres into freehold at the rate ruling on the date of their applications as a quid pro quo for their giving up their claim to the full 32,000 acres and as compensation for the considerable delay expense and trouble which they have been caused through misunderstandings on questions of policy with which they had nothing to do and for which they are not responsible, and also as a slight recompense for the good work in the settlement of this Protectorate which Sir Charles Eliot in his correspondence with the Foreign Office recognises they have performed gratuitously.

We would ask you to cable the heads of our offer to Lord Lansdowne and to request him to give a definite reply by cable without delay.

This offer is of course without prejudice to our clients' rights if not accepted.

We have, etc., etc.,
Ed. Toaks & Allen.

Enclos 3 & Co

C O
25035 164

RECORDED
October 22nd 1906

Sir,

Messrs. Chamberlain & Flemmer's applications.

.....

We have the honour to acknowledge receipt of yours of the 19th instant No. 1222/14. The contents of which have caused the keenest disappointment to Mr. Flemmer and ourselves. We cannot understand even the principle upon which the figures contained in the offer made therein are made up.

Messrs. Chamberlain & Flemmer have entirely distinct interests and are in no way connected with each other in the matter of their respective applications for land except that they happen to be friends and to have made their applications at the same time, yet apparently one gentleman is now offered 20,000 acres and the other only 18,000 acres, a very appreciable difference. The other figures contained in the offer appear to be arrived at by doubling the rent and purchase price fixed by the agreements which have been executed between Sir Charles Eliot and our clients; the rent being also double that which other settlers who came to the country later are paying for land in the same vicinity. The acreage which may be converted into freehold has also been reduced from the 10,000 acres contained in the signed agreements to 6,000 without any explanation whatever.

From communications made to our clients and ourselves and from the published correspondence relating to this matter we understood that the only obstacle to carrying

out

Ainsworth, Esq., C.M.G.,
Deputy Commissioner
Bombay.

H. M. Commissioner.

10.443
2 June 19th 1906
Stamp & signature

out the signed agreements was the fear entertained by the Foreign Office that the concessions granted to our clients would unavailingly interfere with the grazing rights of the Masai. This objection has been entirely removed by the decision now made to move the Masai to another district and therefore no reason remains why the arrangements made with our clients should not be carried out in their entirety.

Our letter to H. M. Commissioner of the 23rd September suggesting alternative terms was written after an interview with him at which the whole matter was fully discussed. Our letter was written in the sincere desire of effecting an amicable settlement of the whole question and of meeting the wishes of Government, while not unduly overlooking the interests of our clients. The terms contained in our letter were such as we were led to understand H. M. Commissioner would be able to support and on our clients' side they expressed the irreducible minimum they were able to accept in lieu of the fulfilment of their contracts.

It is with the keenest disappointment and regret that we now learn, after considerable delay, that a settlement cannot be arrived at on the lines of our letter.

We have now no option but to withdraw the offer made in our letter of the 23rd September and to claim immediate specific performance of the agreements entered into between Sir Charles Eliot and our clients, namely, the granting of leases of 32,000 acres each at a rent of 1/2 anna per acre with the option to convert 10,000 acres of each lease into freehold at 8 annas per acre upon the terms and subject to the conditions contained in the said agreements.

We have also to claim compensation for the very serious delay and considerable loss inflicted on our clients through failure to carry out the contracts entered into and through

the Government preventing them from using their lands pending the preparation of the documents.

Had it not been for the assurance of Sir Charles Elist that the objection to executing our clients' leases arose through some misunderstanding on the part of the Foreign Office and our clients' desire to facilitate the Local Government by consenting to Sir Charles Elist's request that they should await Lord Lansdowne's final decision after obtaining a full explanation which he intended sending his Lordship our clients would have taken steps many months ago to enforce their rights.

With regard to the last paragraph in your letter under reply we should be very pleased to attend H.M. Commissioner to discuss the matter further with a view to yet arriving at a settlement on the lines of our letter to him of the 23rd September but we feel that it would be useless to trouble him unless we obtain an assurance that the matter can be settled on those lines.

Should we be favoured with any reply to this letter we would ask you to be good enough to request H.M. Commissioner to let us have same within one week from this date as our clients cannot any longer delay coming to a final decision as to their course of action.

We have, etc., etc.,
St. Johns & Allen.

Encls 4. No

167

COMMISSIONER TO CHAMBERLAIN.

Telegram

Telegram dated November 28th 1904.

Lord Lansdowne offers you 20,000 acres leasehold,
on Enderit at half an anna per acre with option of purchasing
6,000 acres at one rupee per acre subject to original
conditions as to expenditure of capital.

RECEIVED

Enclos No

163

Rand Club, Johannesburg,

November 30th 1904.

To

Sir D. Stewart, K.C.M.G.,
H. M. Commissioner,
B. E. A.

Sir,

My Land Grant Enderet River.

I have the honour to acknowledge the receipt of your telegram dated Mombasa, November 28th.

In reply, I beg to refer you to my letter to His Majesty's Secretary of State for Foreign Affairs, dated November 11th the contents of which I confirm.

I may take this opportunity of pointing out that I am entitled to expect a full, definite, and considerate reply to my letter of November 11th referred to above. By a considerate reply, I mean a reply which shall clearly explain on what principle His Majesty's Government rely for justification of the treatment sought to be accorded to me, as contrasted with their treatment of the East Africa Syndicate and Lord Delamere, and which shall further clearly explain, by reference to reasons the value of which I can weigh, why this principle is proposed to be applied in my case in any particular manner. It is understood that this letter is written without prejudice to my legal rights.

I have, etc., etc.,

S^r. Robert Chamberlain.

15

Enclos 6 in No.

Club,

Nairobi, January 3rd. 1905.

My dear Sir Donald,

I will instruct Mr. Allen, on his return, to withdraw the Law Suit, and to accept the terms offered by the Foreign Office.

Yours etc., etc.,

Sd. A. S. Flemmer.

H. H. Commissioner.

10/1/05



Nairobi,

January 17th 1905.

Sir,

A. S. Flenner, land.

.....

We are instructed by Mr. A. S. Flenner to accept the terms offered in the letter to us of the Acting Sub-Commissioner, Nairobi dated the 24th November 1904 No. 1477/14 viz: 18,000 acres on lease for 99 years at a rent of half an anna per acre with the option of purchasing 6,000 acres at Rs 1/- subject to the other conditions already arranged in the original agreement for a lease signed between the parties so far as same are applicable to the altered circumstances.

Mr. Flenner informs us that at an interview he had with you a few days ago he pointed out that the offer of 18,000 acres to him instead of 20,000 was most probably a clerical error as most of the land originally applied for by him lies outside the reserve and that you consented to use your influence to have his area increased to 20,000 acres if it was found that a mistake had been made. We beg to remind you of this and to request you to have the area increased if possible.

We presume that the promise you already gave that in the event of our accepting modified terms our client would be allowed to select his holding out of the original area applied for by him holds good.

The rent will no doubt commence to run according to custom from the date on which the right of temporary occupation is granted to our client.

The amount of capital to be expended by our client should be decreased in proportion to the area now to be

leased.

We have, etc., etc.,
(Sd.) Tonks & Allen,

63

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RECEIVED

Enclos 8 - No.

Nairobi,

January 20th 1906.

Gentlemen,

With reference to your letter of the 17th instant, on the subject of Mr. A. S. Fleumer's lease, I am instructed by His Majesty's Commissioner to inform you that the statement of the case contained therein is correct.

I am, etc.,
(Sd.) W. J. Mowson.
1st Asst: Secretary.

Messrs. Tonks & Allen,

NAIROBI.

Hand Club
Johannesburg,
8th February 1905.

To

Sir D. Stewart K. C. M. G.,
H. M. Commissioner,
British East Africa.

Sir.

I beg to confirm herewith the cables which have passed between us with reference to my land grant on the Enderit River. In view of the fact that you failed to understand my telegram of January 30th, I have extended the message as it was intended to be read. The cables are as follows:-

No. 1

COMMISSIONER TO CHAMBERLAIN, 26th November 1904.

Lord Lansdowne offers you 20,000 acres leasehold on Enderit at half an anna per acre with option of purchasing 6,000 acres at one rupee per acre subject to original conditions as to expenditure of capital.

No. 2

COMMISSIONER TO CHAMBERLAIN, 12th January 1905.

You are hereby notified that the last offer made to you by the Foreign Office and communicated in my telegram of November 26th will be withdrawn unless your acceptance reaches my hands within one month from the date of this telegram.

No. 3

CHAMBERLAIN TO COMMISSIONER, January 14th 1905.

Cannot agree any reduction leasehold but propose complete settlement by further reduction freehold to 5,000 acres and confirmation of original agreement in all other particulars. Please cable reply.

(2)
171
No. 4

COMMISSIONER TO CHAMBERLAIN, 14th January 1905.

Offer contained in my telegram of 12th January was final. Should be glad to know whether you accept or not.

No. 5

CHAMBERLAIN TO COMMISSIONER, January 23rd 1905.

Does your offer settlement protect me by including right to select area to my best advantage. If you can give satisfactory assurance on this point I accept offer. Please cable reply, Rand Club.

No. 6

COMMISSIONER TO CHAMBERLAIN, January 24th 1905.

Rift Valley is being divided up into blocks of 5,000 acres. You will be given your choice of 4 blocks out of the 32,000 acres originally applied for. Do you accept?

No. 7

CHAMBERLAIN TO COMMISSIONER, 25th January.

What length river frontage guaranteed for each block?

No. 8

COMMISSIONER TO CHAMBERLAIN, 26th January.

Fair share of river frontage contained in each block.

No. 9

CHAMBERLAIN TO COMMISSIONER, January 27th.

Please define "fair". Distrust indefinite settlement. Water supply vital factor. Government offers certain proportion original acreage. Does Government guarantee me same proportion length river.

No. 10

COMMISSIONER TO CHAMBERLAIN, January 28th.

You are offered same terms as accepted by Flemmer. Impossible to say exactly how much river frontage will fall

in
21

in each block until area surveyed. Survey will endeavour each block equal share of water, do you accept or not?

No. 11

CHAMBERLAIN TO COMMISSIONER, January 30th.

(I) am surely entitled (to) understand clearly (on my) own account what (it is) your offer. (We are) possibly thinking (at) cross purposes. Your telegram (of January) 24th offers (me) choice (of) four blocks out of the area, (the) situation (of) which was defined (in my) application and (in the) schedule (of the) original agreement. Thus (the) blocks (the) choice (of) which (is) offered (to me), all lie within certain boundaries, and thus I know what (Y) am doing. On this understanding, I accept (your) offer. Please acknowledge receipt.

No. 12

COMMISSIONER TO CHAMBERLAIN, January 31st.

First part your telegram not understood. Understand you accept terms.

No. 13

CHAMBERLAIN TO COMMISSIONER, February 2nd.

Under compulsion of circumstances I accept offer in terms of your telegram dated November 28th and January 24th.

In confirming the above telegrams I desire to place on record the following statement :-

In July 1903 I was one of four applicants for land in the Protectorate. The other applicants were the East Africa Syndicate, Lord Delamere, and Mr. A. S. Flemmer.

Lord Lansdowne subsequently made a grant to the East Africa Syndicate of five hundred (500) square miles in the centre of the Masai grazing grounds. This grant was made on the following conditions :-

The

The land was to be rent free for 7 years, during which period the Syndicate was bound to establish five farms of 5,000 acres each under the control of one resident British subject. During the next 18 years the Syndicate pays a rent of £ 500 (five hundred pounds) per annum, equal to a yearly rent of about one-third of a penny per acre. During this period of 18 years the Syndicate has the right to purchase the freehold of the whole area of 500 square miles for £20,000, equal to a price of about three shillings per acre. It was admitted (Parliamentary Paper Africa No. 8 1904) that the Syndicate obtained this grant with the intention of selling again at a profit.

In the "Transvaal Leader" of July 16th 1904 the following statement was published :-

"The shares in the East Africa Syndicate are held by South African financiers and particularly by men in the Chartered group. The South African Gold Trust, and the Consolidated Gold Fields of South Africa have an explicit place on the share list, whilst South African personalities like the Duke of Abercorn, Earl Grey, Mr. Rochfort Maguire, Lord Denbigh, Lord Harris, the Hon. H. Gifford, the Hon. Robert White, Mr. Julius Mosenthal, Mr. L. Neumann, Mr. O. Beit, Mr. Jansen, Mr. G. Pauling, Mr. Leopold Hirsch and Mr. Percy Tarbutt also figure on the document."

With regard to Lord Delamere, the 2nd applicant for land Lord Lansdowne made a grant in this case of 100,000 acres on condition that a sum of (£5,000) five thousand pounds should be spent on development within the first five years of a lease for 99 years, the annual rent being at the rate of one half-penny per acre.

My application - like that of Mr. A. S. Flasser - was

for a private farm of 32,000 acres on the fringe of the Masai grazing grounds. I was informed by the highest local authorities that I could have this farm, which was situated on the Enderit River. The Commissioner said that I could have it, subject to possible native rights. Mr. Hobley, a local expert in native affairs, stated that there was no objection on the score of native rights to my having the greater part of the area applied for. A long correspondence ensued in which the terms of the lease were settled, with a special reference to the protection of Native rights. An agreement was finally arrived at. A copy of this agreement was sent to me for my signature. I signed and returned it and at the same time paid my money to the Land Officer who paid it into the Treasury. This agreement, drawn by the Crown Advocate on behalf of the Government, had for its final clause the following :-

"The Commissioner shall on the completion of the survey of the said land, execute and the tenant shall accept and execute a counter part 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 hereinafore mentioned and agreed to be contained in such lease, as if the same were actually executed."

The terms of the agreement were that I should have a lease for 99 years of certain defined lands, 32,000 acres in extent on the Enderit River, on payment of a yearly rent of one half-penny per acre. I agreed to spend on development five thousand pounds (£5,000) within the first five years of lease. On completion of this expenditure I was to have the right to purchase the freehold of ten thousand acres at a price of 3s. per acre.

Safe in the assurance that our own interests were protected.

protected I returned to South Africa in September 1903 to make arrangements for settlement in the Protectorate. Definitely informed by the Commissioner that I could have the land for which we had applied, Mr. Flemmer and myself devoted ourselves wholly to the work of advancing the interests of the Protectorate. We have sent out quite two hundred (200) settlers into the new country, of whom one hundred and eighteen (118) arrived at Mombasa between February 1st and March 31st 1904. Evidence on this point has been submitted to Lord Lansdowne.

In a despatch dated April 7th 1904 addressed to the Secretary of State, the Commissioner made the following statement :-

"It cannot be denied that Messrs Chamberlain and Flemmer have been the means of sending several eligible settlers here (independent settlers, that is, not part of any scheme of colonisation) and that they are partly responsible for the present immigration of Europeans and can prove it." (Parliamentary Paper Africa No. 8, 1904, page 25).

The success of our efforts to advance the interests of the Protectorate may be measured by the fact recorded on page 25, of the same Parliamentary Paper, that in the Rift Valley alone, every acre of ground had been applied for twice over. The great majority of the applications for land in the Rift Valley were made by South African Colonists. Many of these applicants inspired by the universal distrust of H.M. Government caused by their action towards Mr. Flemmer, myself and others, have now wholly abandoned their plans for transferring their interests and energies to the Protectorate.

On the faith, as I have said, of the assurances given

given to us by the Commissioner, we entered upon the successful work thus recorded. Finally, as set out above, I entered into an agreement with the Government for the lease of the lands on the Enderit River. This agreement bound me, even if it bound no one else. Under it, I pledged and risked all I am worth and all the effort of the rest of my life.

Suddenly the Secretary of State intervened and said I was not to have the land already granted by the Commissioner. Why? Because it was a Native Reserve. But the Secretary of State, who thus objected, had himself just given 500 square miles within the same Reserve to a Syndicate of capitalists and titled personages. The Commissioner stated that the contention was so utterly unfair and illogical that he resigned rather than make himself a party to the transaction. Since the resignation of Sir C. Hirst, it has been decided to remove the Masai altogether from the Rift Valley and this process of removal is stated to be already in operation. The land granted to me under the original agreement is now thus made free of all servitudes in respect of Native rights. The original objection to my grant, as set out in Lord Milner's letter to me of August 27th 1904 has thus disappeared. The Secretary of State has, however, persisted in his refusal to allow the original agreement to be carried out in a faithful and honourable manner.

On August 27th 1904 Lord Milner advised me, on behalf of H.M. Government, that the Commissioner had been instructed to confer with Mr. Flewmer and myself and to advise us to an appropriate manner of meeting our claims for land grants without undue encroachment on tribal grazing grounds. On 23rd September 1904 the Commissioner conferred

conferred with Mr. Flemmer who was accompanied by Mr. Allen, his solicitor.

These gentlemen were, I understand, informed by the Commissioner on this occasion that the Foreign Office had stated that Mr. Flemmer and myself could not have 32,000 acres; that, right or wrong, the Foreign Office would not depart from this position, but that the Foreign Office was prepared to do almost anything short of this in order to settle a troublesome matter.

The Commissioner then proceeded to make terms with Mr. Flemmer. He agreed to recommend to the Foreign Office, in an appropriate manner of meeting Mr. Flemmer's claims, that Mr. Flemmer should be given 20,000 acres of his original selection with the right of purchasing the freehold of the whole at eight pence per acre if, within the first five years of lease, he should spend £3,100 on development. Mr. Flemmer accepted the arrangement; the Commissioner submitted it to the Foreign Office with his recommendation. Lord Lansdowne repudiated it and laid down his own form of settlement in the guise of a law of the Neger and Persians.

Under the settlement thus imposed upon me I obtain less than two-thirds of the original grant on condition of spending the same amount of £3,100 on the reduced area, as contrasted with £5,000 to be spent by Lord Delamere on His Lordship's grant of 100,000 acres.

There has been no discussion, no negotiation, no fair hearing for either Mr. Flemmer or myself. I may accept or refuse the offer up to February 12th 1905 within two days of the next meeting of Parliament. If I fail to accept within this period, I shall so fail on pain of incurring the expense and delay associated with litigation against a powerful Government. I did not go to British East Africa

to create litigation, but to settle there as a bona fide and permanent settler. After the last five years' experience of the rule of H.M. Government in South Africa I am unable to face the anxiety and suspense of two or three years of litigation in order to obtain a home in British East Africa, nor am I possessed of sufficient resources to be able to go before the Privy Council, and also, in the event of success, to fulfil my financial obligations under my agreement.

Under the compulsion of these conditions and circumstances, and in the conviction that the Secretary of State has abused the power placed in his hands as a Minister of the Crown by an act of exceptionally unjust and unreasonable tyranny, I accept the settlement imposed upon me.

I have, &c., &c.

(Signed) Robert Chamberlain.

E X T R A C T.

June 13 1892

I recognise that they can justly point out to a high authority for a justification of their conduct. In imitation of the example set by the Marquess of Lansdowne, His Majesty's Secretary of State for Foreign Affairs, they state by their actions that they are convinced that in British East Africa the law of contract may and shall be held in contempt and that they are prepared to evade this principle of law by any act of dishonesty that may appear to them to be necessary for the attainment of their own ends. The native question in this country has many aspects, and of these not the least important is that which is concerned with the obligations existing on both sides between the parties to labour contracts. A large number of settlers, of whom I am one, desire to learn whether the local Administration intends to deal with impartial justice on these questions between the native labourer and the white employer of labour, or whether the dishonest treatment accorded to private individuals and not to powerful Syndicates of titled

and

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and other financiers by H. M. Government in respect to land
questions is to initiate here by the local Administration
in questions of labour contracts.

(Sd.) Robert Chamberlain.