



EAST AFRICA REPORT

23773

42
73
10

March 21 1910
2 Aug.
Last previous Paper
4/2
21896.

Arable Forest Concession

Reason why it is not possible to get arable land in Africa as with East Africa is that latter case is considered to be a previous mistake which will give rise to serious difficulties in new future. State policies as to conditions of concession, especially with regard to native rights.

H. C. C.

See also Pr 24203

I thought that it would probably prove trouble in the long run. If I find history of this case from the beginning - see my memo - enclosed.

With regard to the clearing of the land titles to which reference is made in the paper, the Treasury have now approved of the work being proceeded with, but it will of course take a considerable time to complete.

I think that the matter must now come before the Commission etc. in my view the title to be printed & available to

T. J. Walcott 21st 1896

Subsequent Paper
Pr 24203

7-0

members

X 2 R

12/11

Specimens
at me

~~X 2 R~~
12/11

23773

Telegram from the Governor of the East Africa Protectorate to the Secretary of State for the Colonies

(Received, Colonial Office, 1.21 p.m. 2nd August, 1910)

13

No. 150

41
21896

951

Your telegram of 27th July. In reply to question why it is not possible to go with Waleran as far as East Africa estates consider lease to latter grievous mistake which will give rise to serious difficulties near future. Greatest care necessary when alienating land on coast to protect native rights which is extensive and at present undefined. Possible for local government when alienating areas reasonable dispensations to protect such rights sufficiently. Do not consider by inserting general clause in lease of large area saving native rights government adequately fulfilling obligations to natives friction must arise between natives and lessees unless rights clearly definitively defined. Natives already complain of encroachment on their lands pastures by employees East African Estates. This is merely commencement of what will be for long constant trouble between Government and the Company their employees lessees. Had we had knowledge which I now possess as result of recent visit Shimba Hills I would have been even more emphatic as to inadvisability of proceeding with Waleran negotiations till such time as title to land and native rights OVER LAND FINALLY SETTLED AS EXPRESSED IN MY DESPATCHES No. 46 and No. 390 and my telegram No. 76. If I am committed to grant Waleran lease of land agreed to be leased Dispecaer Macallister it should be made perfectly clear that not only is there excluded from land leased all land as defined by plans already supplied and shown as native land but there are reserved to natives all rights now enjoyed by them over remainder of land. Am informed that such rights include in places rights to collect disposed of will rubber and collection cocoanuts.

42
21897
15215

389-30
 21896
 21897
 21896, 21896, 15215



THE EASTERN TELEGRAPH CO., LTD.

LONDON STATIONS:

CHIEF STATION 11, OLD BROAD STREET, E.C. 4

BRANCH STATIONS:

- 5, LEADENHALL STREET, E.C. 3
- 9, GREAT LOWER STREET, E.C. 4
- 7, HOLBORN VIADUCT, E.C. 1
- 44, STRAND, W.C. 2

- 4, ELECTRA HOUSE, E.C. 4
- 12, 13, PARLIAMENT STREET, W.C. 2
- 10, 11, SOUTH BURY COURT, GARDEN, W.C. 2
- 101, BATHIC ST. MARY AXE, E.C. 4
- 10, 11, BROADWAY, E.C. 4

THE HONORABLE THE SECRETARY OF STATE FOR THE COLONIES
 THE HONORABLE THE SECRETARY OF STATE FOR INDIA
 THE HONORABLE THE SECRETARY OF STATE FOR AFRICA
 THE HONORABLE THE SECRETARY OF STATE FOR THE DOMAINS

951
 2 Aug 1900

REMARKS

The following TELEGRAM Received

got

From Nairobi
 Foreign No. 425

via Eastern
 No. of Words 425
 Time 11:20

Chapelries

London

50
 Your Let^r 4/27 Jul L^{tr} to question
 unfaithful queenship to
 why it is to
 condimus perole bis gipempel with
 wateran fac titabis east africa
 states consider lease to
 latter grievous mistake totalison
 are use to serious
 duplicate near future silvergray
 greatest use necessary when
 lionating land on coast

REPLIES SHOULD BE ORDERED *Via Eastern*

Don't's words should be OFFICIAL...
 If you require sending this Telegram use the sign...
 Having a...



THE EASTERN TELEGRAPH Co., LTD.

LONDON STATION
 BRANCH STATIONS
 LINDSEY HALL STREET, E.C. ELECTRA HOUSE, E.C. 47
 GREAT TOWER STREET, E.C. 10 & 11, PARLIAMENT STREET, S.W.
 7, HOLBORN VIADUCT, E.C. From LONDON, COVENTGARDEN, W.C.
 14, STRAND, W.C. THE GALLIE, ST. MARY AXE
 8, DENMAN STREET, BIRMINGHAM 11, H STREET, S.I.

The following TELEGRAM Required is

From _____ via "Eastern"
 Foreign _____
 No. _____ Date _____ Time _____

3/Chapelries

Shyha. L.
 Filling obdurate natives friction
 must arise between natives
 and lessees unless rights
 clearly ^{definitely} defined silvergray
 natives already ^{cutting that of} cockhorses ^{incumbent} ^{to} ^{the} ^{land}
 their lands pastures by
 ployees east african estates
 have merely ^{Common - all of what will be} ^{transferred} ^{to} ^{the} ^{land}
 or long constant trouble

REPLIES SHOULD BE ORDERED *Via Eastern*

Special Agents should be OFFICIALLY appointed. See note above.
 If a reply is required the Telegram can be attended to without the payment of any fee.
 Agents & their communications. London and Lyons.



THE EASTERN TELEGRAPH Co., LTD.

LONDON STATIONS

11 OLD BROAD STREET, LONDON, E.C. 4
LEADENHALL STREET, LONDON, E.C. 3
GREAT TOWER STREET, LONDON, E.C. 3
112 HOLBORN VIADUCT, LONDON, E.C. 1
112 THE STRAND, W.C. 2
WINDMILL HILL, LONDON, E.C. 4
ELECTRA HOUSE, LONDON, E.C. 4
11 V. S. MERRILEY STREET, W.C. 2
THE MIDDLE TEMPLE, W.C. 1
11 BOLD STREET, LONDON, E.C. 4

REMARKS

The following TELEGRAM Received at

From _____
Foreign No. _____ No. of Words _____ Dated _____ Time _____

via Eastern

4 Chapetries

between government alegaron company
their employees lessees silvergray
abitude knowledge tostadillo now
possess as retroverse recent
with rhimba hills I
woult infermar emphatic annuety
in faction porcupine wale an nephode
tell such time as
tle to land and

REPLIES SHOULD BE ORDERED *Via Eastern*

Doubtful words should be OFFICIALLY repeated by the sender
No money required for this service unless a considerable number of replies are sent

THE EASTERN TELEGRAPH Co., LTD.

LONDON STATIONS

HEAD OFFICE: 11 OLD BROAD STREET E.C. 4

BRANCH STATIONS:

LEADENHALL STREET
 3, GREAT TOWER STREET
 37, HOLBORN VIADUCT E.C. 1
 145, STRAND W.C.

4, FLEET STREET E.C. 4
 1, PARLIAMENT STREET S.W.
 10, ADELPHI W.C.
 11, DENMAN STREET, BOND STREET W. 1



10

REMARKS

The following TELEGRAM Received at

From *London* and Eastern
 No. of *76* Words *380* Dated *7th* Time *10.15*

Chapman

Latin & phis
arrosa over land finally
 titled as *Advised to my departure* *as* *urban*
and *380* *and*
76 *silver gray* *is* *manship*
and *grant* *water* *leave*
land *adornize* *his*
board *dispector* *mar* *all* *water* *security*
is *perfectly* *clear* *in* *tramanda*
of *ample* *are* *episcopal* *land*

REPLIES SHOULD BE ORDERED *Via Eastern*

Don't miss a word by OFFICIALLY ordering the daily paper



THE EASTERN TELEGRAPH CO., LTD.

LONDON STATIONS
 11 OLD BROAD STREET
 BRANCH
 LEADSHALL STREET, LEA
 CANNON STREET, LONDON
 BUCKINGHAM PALACE, LONDON
 STRAITS
 101 HIGH STREET, SINGAPORE

The following TELEGRAM RECEIVED

From *Foreign* No. *10* No. of Words *10* Dated *10/10/18* Time *10/10/18* via "Eastern"

Chapelries

and all land as
 Compton's plans already supplied
 and shown as nature
 and but subterrene reserved
 natives all rights
 enjoyed ^{by him} butterscups over
 under of land silvergray
 such rights include
 places ^{rights to} intimate collect

REPLIES SHOULD BE ORDERED *Via Eastern*

more to follow

THE EASTERN TELEGRAPH Co., LTD.

LONDON STATIONS
 THE STATION 11, OLD BROAD STREET, E.C.

BRANCH STATIONS
 2, LEA ENHALL STREET, E.C. 2. ELECTRA HOUSE, E.C.
 3, GREAT TOWER STREET, R.O. 1, 2, 3, PARLIAMENT STREET, S.W.
 37, HOLBORN VIADUCT, E.C. General Auctioneers, COVENT GARDEN, W.C.
 449, STRAND, W.C. 115, BATHIC ST., BARKING, E.C.
 6, DENHAM STREET BORO' HIGH STREET, E.C.



BEHOLDERS

The following TELEGRAM received at

From _____ via "Extra"
 (Foreign) No. _____ No. of Words _____ Dated _____ Times _____

4/14 Cape Verde

*... should proscribe ...
 ... other ...
 ... leased ...
 ... other land ...
 ... for water ...
 ... lands ...
 ... excluded by reason ...
 ... nitrosa sitvergay ...
 ... granted ...*

REPLIES SHOULD BE ORDERED *Via Eastern*

Do not write on this paper. It is not to be used for any other purpose. See the back of the paper for full particulars. The Eastern Telegraph Co., Ltd. is not responsible for any loss or damage to telegrams sent by post.

THE EASTERN TELEGRAPH CO., LTD.

LONDON STATIONS

OLD BROAD STREET

33



TELEGRAMS AND CABLES TO ALL PARTS OF THE WORLD
CABLES TO ALL PARTS OF THE WORLD
TELEGRAMS TO ALL PARTS OF THE WORLD
CABLES TO ALL PARTS OF THE WORLD

REMARKS

The following TELEGRAM received at

From

Foreign

No.

No.

Wtd.

Dated

Via Eastern

Chapeliers

at Africa is a ...
linked pamphlet - one in a dor
... contains g stat ... to happen head
lead subscribers and it implies
that they ...
now company fore ...
they ... understand why
syndicate ...
poison ...

REPLIES SHOULD BE ORDERED *Via Eastern*

THE EASTERN TELEGRAPH Co., LTD.

LONDON STATIONS

11, OLD BROAD STREET

LEADENHALL STREET
GREAT TOWER STREET
ST. HENRI'S PLACE
14, KING'S CROSS

10, TRINITY HOUSE
10, PARLIAMENT STREET, S.W.
10, QUEEN'S GATE
10, GERRARD STREET, W.



The Following TELEGRAM RECEIVED

1/28/90

From _____
Foreign No. _____ No. of Words _____ Date _____ Time _____

Chapeau

substantial development and
large potentiality
tanas approved
no agreed
or fact
that perplast sanctioning disorderly
d. tanas freehold proximity

Girouard

REPLIES SHOULD BE ORDERED *Via Eastern*

Design of words and the ORNAMENTAL repeated - see rules
E.T. Co. Ltd. 11, Old Broad Street, London, E.C. 4

1905

In August 1905 the late Sir D. Stewart,
the Comm^r of the R.A.P., practically promised
Mess^{rs} MacCallister and Gieseler ^{(representing}
the East Africa Develop^{ment} ^{associations)} first lease
of 100 square miles each.

95

There was some idea of ~~negotiation~~
reproducing the Comm^r's action, but our
legal advisers expressed the opinion that
there was no ground for referring to
process with the lease.

1906

Accordingly on the draft of the 26th Dec/05
Lord Elgin approved of the new Comm^r's
granting leases of 100 square miles of
land each in the Double Forest for the
collection of rubber to Mr. MacCallister &
Capt. Gieseler, respectively, on the
terms specified in the second & third
of the three draft leases which
accompanied your draft of 11th 37, with
the exception that the timber rights
on the areas in question should be
expressly reserved.

Parts of these draft leases, of which
the provisions are identical, are annexed.
Leases were definitely granted in the
latter part of 1906 on the basis primarily of
the drafts, except that the right to
cut timber was withdrawn. The term of the
lease being 21 years, the rent Rs 2,000 per

to the purposes of the lease, would prove a useful model.

1907
1908

In June 1907 Lord Walker who had previously
held talks with
Messrs. Hutchins (then in charge) & members
of the Dept. on various occasions, wrote
that reports had been received that the
rubber tree was being cut down & that
"looking the vines is a permanent
detrimental to the plants" that it had
occurred, & that he feared that for
the above reasons they could by making
mutual concessions come to some
satisfactory agreement - that in their
opinion they had a most valuable property
of 200 square miles - & that they would
suggest that they should surrender the
lease under the following conditions -

19

The Govt. to grant free leases, the
Commissioners to have the right to select
1000 square miles, either in one lot, or 2
lots of 500 square miles.

21

that, according to the custom of the
country, they should have the freehold
grant of land to plant rubber trees or
vines - but that on any lot they might
select, the custom should extend to the
right to collect indigenous rubber & other
forest products except timber.

(3)

That a separate lease should be given for
land to fell timber in these lots under
the first forest rules.

and Waterman was told, in reply, that
until land had been actually selected land
Elyon was unable to state the terms on
which it could be granted, but that if
he could send an agent to the Port⁴²
the local authorities would be instructed
to consider how far his wishes could be
met.

and Waterman eventually went out to
E. Africa himself

1908

In June 1908 he received a report from
the fore^r the S.A.P. in which it was
reported that Clause 11 of the
original lease reserved all native rights
in or on the land - that a Mr Reddie
had been lately engineering into native
rights, & that according to his maps
the figures were as follows:-

Inspector	64,000 acres (100 sq. miles)
Settled value 1911	15,300
	<hr/>
Balance	48,700

Inspector	64,000
Settled value 1911	15,700
	<hr/>
Balance	48,300

the land to be taken away consisted of some of the most valuable land in the commission & asked for an extension towards the former frontier ^{which would} amount ~~to~~ include 100,000 acres.

(C) He thought the rent should not be more than $\frac{1}{2}$ an acre.

(d) This clause would have to be altered to meet the $\frac{1}{2}$ with an acre rent.

(e) This clause, he thought, should read as follows:— The lessee to have the right to take wood & timber for use only, or otherwise except in the case of areas of two acres exceeding one square mile.

(F) He agreed to that except of £16,000, but asked for an extension of the period.

[N.B. on the paper C.C. had commented:—

But it must be remembered that it is a great advantage to all concerned to have got rid of the previous policy (disputes & inequalities) & we shall not be too hard. —

and and have called —

I hope that it may end in a fair arrangement.]

909
after prolonged discussion we said in a letter dated 10 June 1904 that we could not accept the question of granting a fresh area in place of the 28,000 acres of the original area covered by native rights & that the discussion must

1910

be confined to the one outstanding point
of the initial proposal.

In Jan^r/10 Sir P. Fournel wrote suggesting
that, as Lord Wellesley appeared to have taken
no further steps, he should be informed that
his application was refused - adding that
in any case it appeared that native rights
extended over a large proportion of the forest
land included in the concession, & that many
of the forests were regarded by the British
as sacred places - & that
the forest could therefore include considerable
reservations & other things.

~~After~~ ^{we} took the note of Lord Wellesley, who
finally in a letter of 7 April/10 accepted
our terms.

On the 19th of May, Sir P. Fournel
telegraphed inviting special review of the
letter part of a resp. referred to above,
& adding that the natives had numerous
claims & were tapping rubber, & that no
clear title could be given until
the land title in the last stage had
been settled, & we urged that the final
agreement should be settled shortly.

We sent a copy of the ~~draft~~ ^{letter} to Lord
Wellesley, from whom the substance of the
letter part of the final stage of Jan^r was
said that ~~Wellesley~~ ^{Wellesley} was of the
request made in the tel. Lord Wellesley
regretted that he must ask him to
settle the details of the concession locally

with the Gov of the S.A.R

In June 1910 Lord Waterman reported that he was
greatly surprised to hear about the native claims
as he was certainly under the impression that
all the native claims had been settled when
28,000 acres was deducted from the original
area - that he presumed that the area of 100,000
acres promised to him remained good - some of
course of the that all this meant add'l delay
& that, as it was evident that had been the
Gov. desired that the final agreement should be
settled locally, it meant another expedition on his
part to E. Africa. Under existing circumstances he quite
agreed that this was the only thing to be done.

He asked us to cable to the Gov. to ask if there
was a possibility of the claims being settled
within a reasonable time, & if, not with
the proposed concession could we sent home for
him to see it was telegraphed to the Gov. accordingly

and Lord Waterman's reply that there was no
intention of departing from the principal conditions
of the proposed concessions, & that, as Lord was
understood the position, it was only a question
of deciding locally what areas could be pointed
to make up the total area of 100,000 acres.

In July we received a despatch from the Gov.
adding a map on which he had marked the
areas affected by native rights, reporting that
there could be no question of moving the natives
or of leaving the patches of forest, which are
regarded as sacred places by the natives & in
passing

which they had long enjoyed the right to tap
the rubber vines & capital trees, & reporting as to
the possibility of finding land in the neighborhood
to replace the land occupied by the rubber.

In the minute on the subject I was pointed out
that the areas marked as reserve land in
private property on the map were practically
identical with those marked on the 1908
map, which was communicated to Lord Wellesley
- & that it had been understood ever since that
the areas so marked were to be excluded from
his concession - that it was a fact, the
discovery of these areas which reduced the
area of his concession from 128,000 acres to
100,000 acres - that the one new fact which
had been brought to our notice was the
existence of native rights in the small patches
of forest, lying outside the areas marked as
reserve land - but that the area of these
patches was small & that the natives ought
to be incapable of adjustment with Lord Wellesley
- that there seemed to be no reason why we
should not get at least as far with him as
with the East African Estates Ltd. the other
concessionaries with whom Sir P. Fremantle said
that no final arrangement could be made until
the Land Titles Court had been at work on the
area - that the East African Estates had their
agreement formally completed & were already
operating under it, & that it was difficult.

to see why Lord Waterhouse could not be allowed
to do the same. We telegraphed accordingly in
this sense to the firm & the tele. of which
a copy is enclosed has been received in
reply.

H. J. R.

12/21/10

H. J. R.