



EAST AFRICAN AIR MAIL

237473

42

73

10

1910

2 Aug.

Last previous Paper

4/2
21896.

Private Forest Concession

Reason why it is not possible to put between us for a month Post office books - a Post Office can be granted to a person include what are given over to various departments or to the public, State funds as to conditions of concession especially not agreed to native rights.

Mr. Col.

See also for 24203

I thought that it would probably be trouble in the long run if I gave a history of the case from the beginning - See my memo - enclosed.

With regard to the closing of the last notes in what reference - 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 be one before the concession gets any money so the title be put in & available to

members

H.S.R.
12/1911

Spurred
at me

12/1911
12/10

23775

13

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.

No. 150:

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 dimen-
 sions 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. 360 and my telegram No. 76. If I am committed to
 grant Waleran lease of land agreed to be leased Dispecker
 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 re-
 mainder of land. Am informed that such rights include in
 places rights to collect ^{wild} rubber and collection
 cocoanuts.

+ 11 2 1847 21896 1847

54/88
The following is a copy of a letter from Mr. Walseran to the Governor of Uganda dated 28th June 1910. It is a reply to a letter from Mr. G. C. D. Gifford, M.P., dated 19th June 1910, in which he asks for information concerning the proposed lease of land on the coast of East Africa, and the Governor's answer to him.

Mr. Walseran states that the proposed lease of land on the coast of East Africa is intended to be granted to the Uganda Government, and that the lease will be for a period of 99 years. He also states that the lease will be granted at a nominal rent, and that the lease will be granted subject to certain conditions, such as the payment of taxes and the observance of native rights. He further states that the lease will be granted to the Uganda Government for the purpose of developing the coast of East Africa, and that the lease will be granted to the Uganda Government for the purpose of developing the coast of East Africa.

Mr. Walseran also states that the proposed lease of land on the coast of East Africa is intended to be granted to the Uganda Government, and that the lease will be granted at a nominal rent, and that the lease will be granted subject to certain conditions, such as the payment of taxes and the observance of native rights. He further states that the lease will be granted to the Uganda Government for the purpose of developing the coast of East Africa, and that the lease will be granted to the Uganda Government for the purpose of developing the coast of East Africa.

Mr. Walseran also states that the proposed lease of land on the coast of East Africa is intended to be granted to the Uganda Government, and that the lease will be granted at a nominal rent, and that the lease will be granted subject to certain conditions, such as the payment of taxes and the observance of native rights. He further states that the lease will be granted to the Uganda Government for the purpose of developing the coast of East Africa, and that the lease will be granted to the Uganda Government for the purpose of developing the coast of East Africa.

(7) to do ^{to do} of
cocoanuts. If as I understand Walseran intends (to).
will rather inevitable that friction will arise between
lessee and natives. Clause should be inserted in lease
empowering Governor final decision on any question of native
rights and providing for forfeiture of lease on infringement
of such rights by the lessee ^{or} their sub-lessees
after due warning from Governor. Special precaution
required in this case as it appears that Walseran considers
that general reservation of native rights has no meaning
and will not preclude lessee from removing natives from
lands long cultivated by them if such land should prove to
be more fertile than other parts of land leased. Cannot
give any assurance that other land can be found for
Walseran to compensate him for lands from which he is ex-
cluded by reason of native rights. If lease must be
granted it advisable to exclude ^{and} survey and native
rights and crown rights finally settled. In such splendid
concession it is to be hoped that all expense of enquiries
necessary will fall on grantees. Have dealt with only one of
the many objections to granting large concessions on coast.
East Afr. estates have published pamphlet now in my
hands containing statements liable to mislead sub-lessees,
as it implies that they can obtain land from company free
from native rights. Cannot understand why any syndicate
should be placed in position to raise price of land, carry
out no substantial development and reap large profit by
sale which may be approved (?) by Crown Agents who can
have no knowledge of development done or how far Government
may be placed in false position by sanctioning disposal of
land which may be freehold property of natives.

GIBOURD.



45

THE EASTERN TELEGRAPH CO., LTD.

LONDON STATIONS:

CHIPE STATION 11, OLD BROAD STREET

65/73

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- 7. HOLBORN VIADUCT, E.C.
- 8. ST THOMAS PLACE, W.C.
- 9. THE BRITISH OFFICE, 100 NEW BOND STREET, W.O.
- 10. ELECTRA HOUSE, E.C.
- 11. PARLIAMENT STREET, S.W.
- 12. 100 NEW BOND STREET, GLASSHOUSE, W.O.
- 13. BALTIC, ST MARY AVE.

P.S. 2 Aug 10

REMARKS

The following TELEGRAM is referred to:

Govt

hair of bi

old " Eastern "

From

Foreign)

No.

No. of

Words)

425

Dated

Time 11:202 m

To

Chape bries

London

50 Your te. 1/7 July 1910 to Austin
unfaithful queenship to
condemns perole bis ge pempel with
wateran fac titabis east africa
- states consider leave to
latter grievous mistake ^{this wa} total loss
are sure to serious
^{definitive} affect near future silvergray
reactions are necessary when
levelling land on coast

REPLIES SHOULD BE ORDERED Via Eastern

One or two words should be OFFICIAL TELEGRAMS see page 200

Do not forget this Telegram can be returned to you for re-use provided a Reply Card



THE EASTERN TELEGRAPH CO., LTD.

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BRANCH STATIONS
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GLASGOW, EDINBURGH, &c.
LIVERPOOL, MANCHESTER, &c.
NEWCASTLE UPON TYNE, &c.
NOTTINGHAM, &c.
PATERSON, NEW JERSEY, U.S.A.
PORTSMOUTH, &c.
STOKE ON TRENT, WORCESTER,
WORCESTER, MASS., U.S.A.
WORCESTER, MASS., U.S.A.
WORCESTER, MASS., U.S.A.

No.

16

19

The following TELEGRAM Received at

From	Foreign No.	No. of Words	Dated	Topic
Eastern				

2 Chaperries

6 what later right this
prophonic ^{later right} ~~marinosa~~ tostador extensive
at least plesiodon undefined silvergray
possible for local government
when alienating areas reasonable
dimensions prophonic such rights
~~to take~~ terminated silvergray ~~as well as~~ by
mentioning general clause in
case of large areas
~~later right~~ leaving ~~marinosa~~ government adequately

REPLIES SHOULD BE ORDERED via Eastern

Colonial words should be OFFICIALLY repeated. See Tele. Book

No liability attaches this Telegram can be rendered or altered the production of this



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THE STATION IN OLD BROAD STREET E.C.

BRANCH STATION

S. LEADENHALL STREET, E.C.
GREAT TOWER STREET, E.C.
ST. HOLBORN VIADUCT, E.C.
44 STRAND, W.C.

ELECTRIC HOUSE, E.C.

47

1 & 2 PARLIAMENT STREET, S.W.
FROM THAMES COVENT GARDEN, W.C.
THE BALLOON, ST. MARY AVE.

6 DENMAN STREET, HOUDINIEH STREET, E.C.

19

The following TELEGRAMS ARE RECORDED AT

From
Foreign
No.

Where

Dated

Time

VIA "EASTERN"

of Chaperries

Upfilling obdulctis natives friction
must arise between natives
and lessers unless rights
clearly ^{definitively} defined silvergray
native already ^{conflict} ~~over~~ ^{homestead} ~~homestead~~
in lands pastures by
ployees east african estates
lives merely ^{commercial} ~~but war~~
or long constant troubles

REPLIES SHOULD BE ORDERED Via Eastern

Special Agents should be OFFICIALLY appointed see more about

No reply required. Telegram can be returned to without the prefix via Eastern

THE EASTERN TELEGRAPH CO., LTD.



LONDON STATIONS

ONE, LONDON E.C. 1, OLD BEGAL STREET
GRANADA, 8 ALDERSWELL,
LEADENHALL STREET, MARYLEBONE, S.W.
GREAT TOWER STREET, LIVERPOOL, 1, A. & MARYLEBONE, S.W.
B. BOLTON, RAILWAY, BIRMINGHAM, 1, C. GLOUCESTER, 1, GLOUCESTER, S.W.
44, BRAND, W. D. GLOUCESTER, 1, GLOUCESTER, S.W.
W. CHRISTMAS, 1, BIRMINGHAM, 1, GLOUCESTER, S.W.
W. CHRISTMAS, 1, BIRMINGHAM, 1, GLOUCESTER, S.W.

REMARKS

The following TELEGRAM is directed to:

From _____ To _____ old "Eastern"
Foreign No. of Words _____ Date _____ Time _____

4/Chapetries

between government algaron company
her employees lessors silver gray
but in his knowledge tostadillo now
assess as retrogress recent
in tshimba hills I
but for ^{an} one
ouglit impian emphatic annately
andalys ^{but} broading that
impaction porcupine wale an nephode
all such time as
the to land and

REPLIES SHOULD BE ORDERED Via Eastern

Despatch signs should be OFFICIALLY PREPARED. See Rule 100
No money regarding this telegram can be remitted or transmitted through any bank or post office.

THE EASTERN TELEGRAPH CO., LTD.



LONDON STATIONS

MAIN STATION 31 OLD BROAD STREET EC

BRANCH STATIONS

19

LEADENHALL STREET
9 GREAT TOWER STREET
37 HOLBORN VICTORY EC
149 STRAND WC

4 ELECTRA HOUSE,
4 & 5 PARLIAMENT STREET SW
180A QUEEN'S GATE SW
111 CALLEN'S MALL EC

1 DENMAN STREET, BISHOP HILL, WITNEY

REMARKS

The following TELEGRAM Received at

From

Foreign

No.

No. 1

Words

Date

Time

via Eastern

Chaplin

Latin apels
arrests over land, finally
settled as escape as Adam
6 and 380 and
the 76 were gray in man's ship
commutes
and tide grant, waterman shares
of land adonizes his
land despatcher marlboro securities
be perfectly clear in trumanda
ample care episcopal land

REPLIES SHOULD BE ORDERED via Eastern

Demand and be made by OFFICIALLY POSITION, also rule 700

1000 in case of emergency, the same may be done by telephone or telegraph



THE EASTERN TELEGRAPH Co., LTD.

LONDON STATIONS

BRANCHES: 11 OLD BROAD STREET, E.C. 50
LEADENHALL STREET, E.C. 3
CAMDEN TOWN, REEFER
BIRMINGHAM, LIVERPOOL, MANCHESTER, SHEFFIELD, B.W.
COVENTRY, WORCESTER, NEWCASTLE
LONDON ROAD, LEEDS, ST. MARY ST., YORK, W.E.
MANCHESTER, BIRMINGHAM, SHEFFIELD, E.C.
LONDON ROAD, NEWCASTLE, E.C.

The following TELEGRAM RECEIVED

From	No. of	Dated	Time
Foreign No.	Words		

of Chapebries

and all land as
Comptons plans already supplied
and shown as native
and but subterrane reserved
to natives all rights
enjoyed ^{by him} over
remainder of land silvergray
indicates such rights include
places ^{where} to collect

REPLIES SHOULD BE ORDERED Via Eastern

Replies should be OFFICIALLY STAMPED, see Rule Book
replies should be stamped to avoid the production of this copy

more to follow



THE EASTERN TELEGRAPH CO., LTD.

LONDON STAFFORD
THE STATION OF OLD BROAD STREET, EC2

ATLANTIC CABLES
CABLES TO PRETORIA, CAPE, PARIS, ST. JOHN'S,
MELBOURNE, SYDNEY, BOSTON, NEW YORK, TORONTO,
MONTREAL, QUEBEC, MONTREAL, QUEBEC,
EDINBURGH, LIVERPOOL, MANCHESTER, BIRMINGHAM,
LONDON, BRISTOL, BIRMINGHAM, LIVERPOOL,
MANCHESTER, EDINBURGH, GLASGOW, DUBLIN,
LONDON STREET, BIRMINGHAM HIGH STREET, ETC.

REMARKS.

The following TELEGRAM is forwarded to you:

From _____ To _____
Foreign No. _____ Date _____
No. _____ Words _____

77 Chapel Street

Spaniard will ruber and
fraction cacaoon to silvery gray if
is understand ^{intensity} wateran moist dirty wild
numbers inevitable that fraction
water and between species and
cations silver gray clay soil infestation
are empowering governor Bradstreet
or question ^{harmless} providing for
in. By Narrows and phosphorus
perfectly ^{introduction} ^{introduction}
area to ^{introduction} ^{introduction} on impudent

REPLIES SHOULD BE ORDERED Via Eastern

Doubtful words should be OFFICIALLY reported.

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THE EASTERN TELEGRAPH CO., LTD.

LONDON STATION

52

OLD BROAD STREET, E.C.

52

STANHOPPE HOUSE

20 ADENALIA PLACE
20 FLEET STREET, E.C.
20 HOBSON'S WHARF
20 STRAND, W.C.
20 NEWMAN STREET

20 FLEET STREET, E.C.
20 GARDEN, W.C.
20 AXE

REMARKS

The following TELEGRAM is directed

From _____
Foreign No _____

via Eastern

Dated _____ Time _____

Chaperries

It is right to be shaft less and
to you subtler still from
minor silver gray special p. tomba
acquired capricious almost in value an
indulge you all result lois narissa
thick weaving and toughening
irradiate because from reading
trees from lands long
terminated but large of such

REPLIES SHOULD BE ORDERED *Via Eastern*

Special Agent of the U.S. Post Office - repeated see Rule 100
For the order applying this Telegram, see Rule 100. To be delivered at the office of the U.S. Post Office
in New York City, New York, U.S.A.

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LONDON STATIONS

MAIN STATION 10 OLD BROAD STREET, E.C.

BRANCH STATIONS

2, LIVERPOOL STREET, E.C.
3, GREAT TOWER-STREET, E.C.
37, HOLBORN VIADUCT, E.C.
449, STRAND, W.C.
6, DESMOND STREET, BOROUGH HIGH STREET, S.E.

ELECTRA HOUSE, E.C.

5 & 6, PARLIAMENT STREET, S.W.
Finsbury Avenue Hall, COVENT GARDEN, W.C.

THE PACIFIC, ST. MARY AVE.

REMARKS

The following TELEGRAM is directed to

From _____
Foreign No _____
No. of Words _____

Dated _____ Time _____

via "Eastern"

4/Chape lines

and should proscribe
the other main lines
and leased sitting gray generally
in apedrome other land
altogether for walking or barde
him for lands freedom
not to be excluded by reason
+ narrow sitting gray if
case unsapple granted amanactment

REPLIES SHOULD BE ORDERED Via Eastern

Despatched and paid for in OFFICIALLY FORMED. See Note 1.

No Answering or Receiving of Telegrams or Letters without the written consent of the Company.

THE EASTERN TELEGRAPH CO., LTD.

LONDON STATIONS



2002 STATION OGDEN STREET, EC2
21 PAPER MACHE & GESSNER STATION,
21 GREAT TOWER STREET, EC3
21 PARLIAMENT STREET, SW
21 HOLBORN VIADUCT, EC1
21 COVENT GARDEN, WC1
21 THE ESTATE, EC1
21 BENCHMAN STREET, BOROUGH, SE1
21 BENCHMAN STREET, BOROUGH, SE1

REMARKS.

The following TELEGRAM Received at

From _____
Foreign) No. _____
No. _____ Words _____ Dated _____ Time _____
to "Eastern."

of Chapelries

include lease until survey
^{native rights} and marina and triple to
^{finally settled} ^{Crown rights} such
as aboriginal silvergray conical splended
cessions amphibolykippologia all
the way of empires necessary well
all in granite silvergray
one of the
and tapatia & only one have to
any obba no granting large
cessions on coast & silvergray

REPLIES SHOULD BE ORDERED *Via Eastein*

Despatch should be OFFICIAL registered See our
No authority accepting this Telegram has been extended to 10 minutes after the time of issue



THE EASTERN TELEGRAPH CO., LTD.

LONDON STATION

55 OLD BROAD STREET

TELEGRAMS RECEIVED AND DISPATCHED
TO AND FROM THE UNITED STATES OF AMERICA,
CANADA, MEXICO, CHILE, ARGENTINA,
URUGUAY, BRAZIL, ECUADOR, PERU,
COLOMBIA, VENEZUELA, HONDURAS,
NICARAGUA, COSTA RICA, PANAMA,
BOLIVIA, PARAGUAY, URUGUAY,
CHILE, ARGENTINA, ETC.

REMARKS

The following TELEGRAMS Received

From

Portug

No.

Arrived

Weds

Despatched

Wed

Eastern

Chapelries

at Africa with a view
of United pamphlet now in hand
and containing statement to effect that
said subversive organization implies
that they acting on land
now company fore see no more
thing why can not understand why
syndicate pecuniary etc. can't
be poison gas and arsenic

REPLIES SHOULD BE ORDERED Via Eastern

THE EASTERN TELEGRAPH CO., LTD.

LONDON STATIONERY

OLD BROAD STREET, EC2

BRANCHES:

LEADSHALL STREET, EC2
GREAT TOWER STREET, EC2
THAMES QUAY, E1
THE RIBBON, WC1
DENMAN STREET, HANOVER SQUARE, W1

100, PARLIAMENT STREET, SW1
100, NEW BOND, W1
12, BLOOMSBURY, WC1

The following T.P.E. & M. Recipient

1/280

From _____ To _____ via "Eastern."
Foreign No _____ No. at _____ Dated _____ Time _____ m.

aff Chapel Hill

substantial development and
a large portion of no time to
Tunis approved. In the same
to a great part development
the or fast Tunis government
or at present sanctioning despoiled
and Tunis household proceed
forward

REPLIES SHOULD BE ORDERED Via Eastern

Despatched Agents should be officially engaged to see that

despatching this Telegram can be done by the earliest possible date.

THE EASTERN TELEGRAPH Co., Ltd.

LONDON STATION

101, OLD BROAD STREET

BRANCH OFFICES

LEADERSHIP PLACE, GREAT TOWER STREET, LONDON, E.C. 4
WHEATHEAVEN'S FLAT, 102, GREAT TOWER STREET, PARLIAMENT STREET, S.W.
THURSDAY, NOVEMBER 21, 1912
4, DENMAN STREET, BIRMINGHAM, WORCESTERSHIRE, ENGLAND

The following TEL. B.R. (M) Recd.

From Foreign No 1 To Mr. Eastern
Foreign? No 1 At London Date Time
No 1 Words

of Charge b/c

substantial developments in regard
to large potassium chlorine to
Tana spread over the area
so as to hind further development
one or fact to govenment
market per plas t sanctioning disposably
and to tana freehold property
forwards

REPLIES SHOULD BE ORDERED Via Eastern

Despatched April 1912 at 10.00 A.M. Repeated 10.00 P.M.
Enclosed is a copy of the Telegraphic Message from the government of this country.

1905

In August 1905 Mr. G. D. Stewart,
the Commⁿ of the S.A.P., practically formed
Mess^s MacCallister and Despoja ^{representing} ~~presenting~~
the Govt. of S.Africa ^{represented by} ~~representing~~ ^{presenting}
of 100 square miles each.

There was some idea of ~~agreement~~ ^{agreement}
replicating the Commⁿ act, but our
legal advisers advised the opinion that
there was no ground for referring the
matter with the leases.

Accordingly a bill dep. of the 26 Augst 1905
Lord Elgin approved of the new Commⁿ &
"granting leases of 100 square miles of
land each in the Native Trust for the
collection of timber to Mr. MacCallister &
Capt. Despoja, respectively, in the
terms specified in the said ^{and} ~~and~~
of the other draft leases which
accompany your dep. No. 37, with
the exception that the timber rights
on the said - quarter should be
separately secured."

Parts of the draft leases, of which
the purviews are identical, are annexed.
Leases were definitely passed in the
letter dated 1906 - the last purely to
the draft, except that the right to
cut timber was withdrawn - the time of the
lease being 21 years, the rent Rs 3,000 per

1986

GPO 1906 10 1000 1000
1906 10 1000 1000

be no provision for royalty, or for the repayment
of any particular sum by the lessor on
development.

In Dec 1906 Mr. Wilson advised on
the same. He wrote a ~~letter~~ letter to the
~~Administrator~~ to effect that he & his
friends who were taking up the concession
wanted some alteration in the terms of
the lease - would be glad if a place
of the field on 4000 acres or so retention
of that area. The Govt. would agree to
part 2 year retention for every £1,000
spent in the property in planting rubber
making roads. He was also anxious to
include in the lease the right to
collect gas, water, fibre, & other
natural products (with the exception
of timber).

He was told that before making the
proposed alterations, the S. J.S. desired
to obtain the opinion of the Compty
of Mr. Hutchinson, the forester, report -
that as at present advised, had
Slym considered the lease of the
Dakha tract & the preliminary agreement
under which the part of the land was
conceded on the payment of a £1000
capital of £200,000 was required only

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

1907 In June 1907 Lord Waterman was sent personally
~~to~~ ^{with} Mr. Hutchins, then in Ceylon, a member
of the Legislative Council, who
had reported that the
value of the rubber output +
tobacco the vines is a tremendous
detrimental to the plant + that it had
caused, & has so far put off for
the above reason they could by making
mutual concessions come to some
satisfactory agreement - that - the
Principality had a most valuable property
of 200 square miles -- that they would
suggest that they should surrender the
lease under the present conditions -

1908 The first 4 great field leases, the
Commissioner to have the right to select
100 square miles either in one lot, or 2
lots of 50 sq. miles.

1911 Not wanting to give up control of the
country, they should limit the freehold
part of land to plant rubber trees +
vines, but that in any lot they might
select or carry shall extend to the
right to collect indigenous rubber + other
great products except timber.

(3)

that a separate lease should be given for
heads to fell timber in those lots under
the first first rules.

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

and Walker eventually sent out to
S. Africa himself.

1908

In Jan 1908 he received a draft from
the Govt of the Park in which it was
noted that the Class II of the
original leases covered all native rights
in or over the land - that a Mr Reddie
had been lately enquiring into native
rights, & that according to his report
the figures were as follows:-

Leaseholder	64,000 acres (100 sq miles)
-------------	-----------------------------

debt at time of negotiation	<u>15,300/-</u>
--------------------------------	-----------------

Balance 48,700/-

Leaseholder	64,000
debt at time of negotiation	<u>15,700/-</u>

Balance 48,300/-

1908

about the middle of 1908 the Govt submitted proposals for a compromise with Lord Waterford, to whom we thereupon wrote the following letter:-

Sat.

MY LORD,

With reference to the letter from this Department to Mr. Grenfell, I am directed by the Earl of Crewe to inform you that he has now received the proposals of the Governor with regard to the proposed lease of land in the Mombasa Forest district of the East Africa Protectorate to the Syndicate, of which you are Chairman, and that he is prepared to accept the transfer of the leases granted to Captain Despecker and Mr. McAllister to you, on your undertaking to surrender the same immediately receiving in return a new lease, which the following will be the principal conditions:

- (a) The area of the land leased to be about 100,000 acre.
- (b) The term of the lease to be 99 years.
- (c) The rent for the first 33 years to be 1d. per acre, to be paid yearly in advance, the first payment being due on the day when the area is defined, or as soon as the Syndicate occupies any part of the area, whichever date is earlier.
- (d) The rental to be reviewable on a basis of 5 per cent. of the improved value of the land, subject to maxima of 9d. and £3. 3s. per acre respectively, at the thirty-third and sixty-sixth year.
- (e) A royalty of 2½ per cent. to be payable on all produce intended for export, based on the value of such produce at the port of export, except where a royalty or export tax is payable on such produce under the general law, when such royalty or export duty only will be payable.
- (f) The lease to carry full agricultural and grazing rights.
- (g) The lessees to have the right to make use of the water on the leased areas, subject to such conditions and limitations as the Government may impose in the public interest.
- (h) The lessees to have the right to cut timber on forest lands, not exceeding one half of a square mile in area, for their own use, but not for sale.
- (i) The lessees to have the right to erect houses and other buildings on the land. Such houses or buildings to revert to the Government without compensation on the termination of the lease.
- (j) The lessees to be bound to spend not less than £16,000 in the first five years on permanent improvements to the property.
- (k) The lessees to have the right to sub let, subject to the approval of the Governor.

I am, etc.,

FREDERICK S. HOPKINS,

M. Secretary Cox

To the Lord Waterford referring again to the proposals (a), (c), (f), (g), (h) with slight amendment, & (k), with regard to the other conditions he made the following comment:-

- (a) He accepts the revision of the fact to reduce the acreage from 128,000 acres to 100,000 acres, as he recognises that water supply likely to be considered a vital point at the

the fund to be taken away consist of some
of the most valuable land in the concession
asked for an extension toward the former
frontier which would give more latitude for a till.

- (C) He thought the rent should not be
more than $\frac{1}{2}$ an acre.
(d) The clause would have to be altered
to meet the $\frac{1}{2}$ rents an acre rent.
(E) The clause to be struck should read
as follows:- "The Company to have the right
to take wood - unless for sale, or
otherwise except in case of trees of the
first exceeding one square mile".
(F) He agreed to the original of £16,000, but asked for an extension
of the fund.

[N.B. on the paper Colletely minuted:-
But it must be remembered that it is a
real advantage to all concerned to
have got rid of the frontier folks
(disputes & difficulties) & we shall not
be too hard - - -
and and have added - - -
I like the other way not a fair
arrangement.]

909
after prolonged discussion we said in a letter
date 10 Janvryg that we could not accept
the question of granting a part area in place of
the 28,000 acres of the original area covered
by notice right & that the discussion must
be

be confined to the one outstanding point
of the initial ^{stage} ~~agreement~~.

63

On Jan⁸/10 Dr P. forwarded note suggesting
that, as Lord Wellesley appeared to have taken
no further steps, he should be urged that
the agreement be rejected - saying that
in my case it appeared that native rights
existed over a large proportion of the forest
land included in the concession, & that many
of the forests were regarded by the ^{native} ~~Aborigines~~
Digos tribe as sacred places - & that
the part under the ^{we} stripe involves considerable
reservations &c. Open other.

On Feb¹⁰ the note of Mr. Wellesley was
fully ^{referred} in a letter of 7 April/10 accepted
on terms.

On the 19th of May, Dr P. forwarded
telegraphed instructions from me of the
letter-past of 10 Apr. referring to above,
+ adding that the native, his numerous
claims & own tapping rights, & that no
clear title could be given until
the land other & the last strip had
been settled, were urged that the final
agreement shall be settled finally.

We made a copy of the ^{agreement} to hand
Wellesley, from him the substance of the
letter past of the 10th, excepting for
said the ^{we} ^{Agreement} is now of the
request made in the tel. + had been
repeated that he must act in the
settling of the details of the ^{we} ^{Agreement} exactly

with the fr^t of the s.s.r.

61

In June 10th Lord Watera replied that he was
fully impressed by me about the native claims
as he was certainly under the impression that
all the native claims had been settled when
28,000 acres were deducted from the original
area - that he presumed that the area of 100,000
acres promised to him remained good - & added if
so far off that all the meant add to delay
& that, as it was evident that Lord Watera the
fr^t denied that the final agreement should be
settled hasty, it meant another expedition on his
part to S. Africa. Under existing circumstances he quite
agreed that this was the only thing to be done.
He asked us to cable to the fr^t bank of there
was a possibility of the claims being settled
within a reasonable time, & if - not with
the proposed resolution could we sent home for
him to see it more. We telegraphed to the fr^t according
to the old Lord Watera's reply that there was no
intention of departing from the principal conditions
of the proposed concession, & that, as Lord were
understood the position, it was only a question
of deciding locally what areas could be partitioned
to make up the total area of 100,000 acres.
In July we received a draft from the fr^t
~~settling~~ a map & sketch which he had marked the
areas affected by native rights, reporting that
there will be no question of moving the natives
or of leaving the patches of forest which are
reserved in several places by the natives & to
protecting

which they had long enjoyed the right to tap
the rubber vines & saplings, & reporting as to
the practicability of finding land - the reig intended
to replace the land occupied by the natives.

In the minute on the map it was pointed out
that the areas marked as native land or
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 on some that
the areas so marked were to be excluded from
his concession - that it was, a fact, the
exclusion of these areas which reduced the
area of his concession from 128,000 acres to
100,000 acres - that the one fact which
had been brought to our notice was the
existence of native right in the small patches
of forest, lying outside the areas marked as
native land - but that the area of these
patches was small & that the native right
to be capable of adjustment with Lord Wellesley

- * that there seemed to be no necessity why we
should not get at least as far with him as
with the East Africa Estates Co. - the other
circumstances with whom Dr. P. framed and
that no final arrangement could be made until
the Land Titles Court had been at work a little
more - that the East Africa Estates had their
agreement formally completed & were already
operating under it, & that it was difficult

to see why Lord Welles could not be allowed
to do the same... We telegraphed accordingly &
this was sent to the F.C. & the tel. of which
is fully accounted for. We have received a
reply.

H. J. R.

12pm 7/0

44/70.