

Mr. Dinsmore. Mr. Dinsmore come to the meeting
days ago before the day was received but
the day gave a rough sketch of what was proposed & I
understand that Mr. Dinsmore is in a big way of
business, so that he is not dealing with the
ordinary accession. maybe or I think that he
should see whether he cannot arrive at
some paper arrangement with them.

With regard to the construction of the
branch railway, I told them that I thought
that \$25,000 would probably be
provided by the principle laid down at
p. 26 of [Ch. 2322] & so on.

I think that if you will spare the
time it will be well for you to
see them with Mr. Dinsmore & one of the
CA, with a view to arriving at
provision at a working arrangement.

2/5

Mr. Dinsmore

I think that it will be sufficient
in the first place, if you and I see
Messrs Dinsmore & Graff. Well Thursday
week or so, about the arrangement to pay

W.D.D.
1870

As per accordingly

Dear Sir

Mr. Dinsmore - I am sorry that Mr. Dinsmore called
yesterday. In the Community was unfortunately unable
to see him - but Mr. Dinsmore & I discussed various
points with him. He is going to write to us

See the letter for further
the question

2053/2
PUBLIC RECORD OFFICE.

114

One Document, being copy of sketch plan showing Eldama
Kavie forests

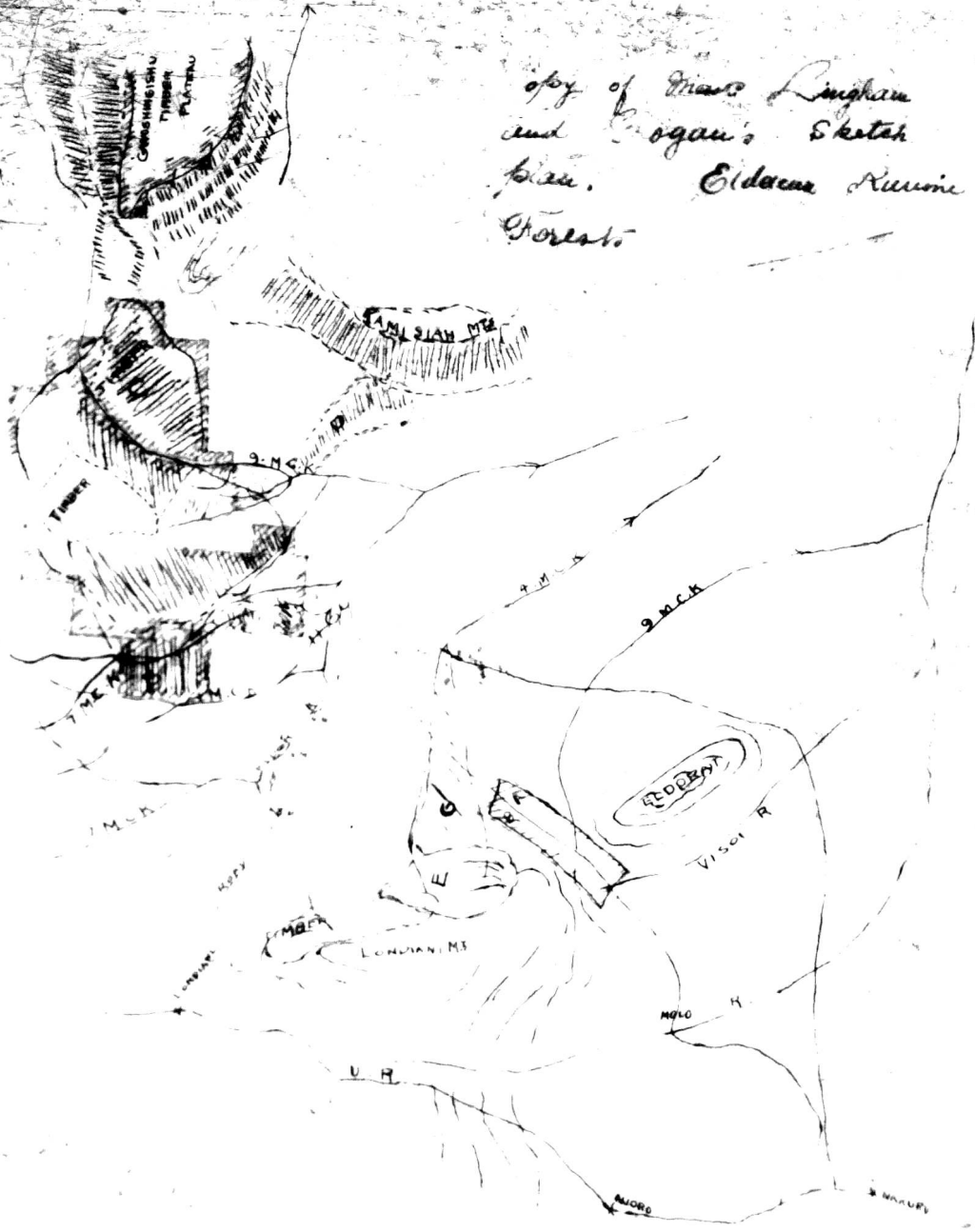
has been removed to

MAG 1006

30.5.68

A.H. Knightbridge

Copy of Miss Lingham
and Logan's Sketch
of Eldora Run
Forest



C. O.
12389

Commissioner's Office, 25

Mombasa,

116

March 16th 1905.

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My Lord,

I have the honour to forward herewith for Your Lordship's consideration documents in connection with a large timber concession for Messrs. Lingham and Grogan and their proposals in connection therewith. Mr. Lingham, I believe, is well known in the timber industry all over the world, he has floated many most successful enterprises in connection therewith and is prepared to prove himself possessed of any financial qualifications Your Lordship may think necessary: Mr. Grogan is also a man of means.

The question of the railway seems to me to be the only real difficulty: the timber itself has been proved of undoubted value and its exploitation will open up an industry in which several hundred whites will be employed and will, I feel sure, be a great factor in the future

Marquis of Lansdowne, K. G.,

Ac., Ac., Ac.,

future development of this Protectorate.

I forward Your Lordship Messrs. Lingham and Grogan's application marked A dated January 8th 1905 putting forward two schemes.

(1) As regards the Londiani route there are certain local objections which are clearly stated in Mr. Currie's memorandum marked B pointing out the danger of granting a concession on a railway or a franchise for further extension in the future. I am in absolute concurrence with Mr. Currie in his remarks on the subject, and my Legal Adviser, who adds a minute marked C, is also evidently against any such idea.

The land grant asked for per mile of road constructed also seems to me to be out of the question.

- (1st) Because I do not think that the land is available.
- (2nd) Even if it is, the grant is excessive.

(2) The Nakuru route is longer and more expensive but at the same time would open up a large area of land on the Molo, Mau, etc. which has already been taken up or applied for by settlers and in the future might yield some return from them apart from the timber, but the terms the concessionaires require are the same as in the case of

the Londiani route and I have similar local objections to them.

However by a document marked D dated 2nd February 1905, Messrs. Lingham and Grogan seem to look upon the Londiani scheme as impracticable and bring forward fresh proposals as to the Nakuru route viz:-

1. A Government guarantee of three per cent on a defined cost of construction.
2. A land grant in freehold of sixty four thousand acres of grazing land.
3. The freehold of the forest areas now leased.

I think they are asking too much and would take a great deal less, so I hope that Your Lordship will be able to negotiate with them on some terms which will be acceptable to both parties, as I feel sure that these gentlemen intend to work and develop this enormous industry if it is possible to arrive at some agreement which will give them a chance of making money and at the same time bring a good revenue to the Protectorate. Their request for the freehold of the forests ought not, in my opinion, to be given. These areas should be leasehold only. The area asked for

along
3

along the railway should be greatly reduced.

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I have nothing to say against the question of a Government guarantee if it could be shown that the Protectorate is sure to be a gainer by it. At the same time I think it would be better if the Company could build their own line and the Government give areas along it, at a rate to be fixed per mile of construction, but not in the ratio they ask for.

In Mr. Lingham's lease a copy of which is attached marked G, I have agreed to rent him as grazing land the glades &c. that run into the forest, separate from his forest land. This seems only fair, especially in the face of the Conservator of Forests' minute marked E, on the question of responsibility for fire etc., as it would throw all the onus on the lessee.

I also beg to enclose the reply of the Manager of the Uganda Railway to Messrs. Lingham and Grogan's agent, Mr. Gray, marked F as to the lowest rates for which he is agreeable to carry timber.

Messrs. Lingham and Grogan who are now in England have been asked by me to put themselves in communication with the Foreign Office and Colonial Office as to the

details

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details of their scheme to which I myself and all Heads of Departments are very favourable, if it can be carried through on a business basis.

Whatever Your Lordship's ultimate decision may be, before anything is finally determined upon and signed, I should be glad if I could be consulted as to local objections. I am asking this especially on behalf of the Railway and Forest Departments.

I have the honour to be,

With the highest respect,

Yr Lord,

Your Lordship's most obedient

and humble servant,

J. Stewart

12389

APR 15 1905

The Club.

Nairobi, January 24th 1905.

H. K. Commissioner,
The B. E. A. Protectorate,
Nairobi.

Sir,

We have the honour in accordance with your request to lay before you the main features of two alternative schemes of approach to the Eldama Forest

We wish to emphasize the fact however that these proposals are but the barest outlines main-principles in fine which can only be elaborated when we have the reports of our engineers.

Pending the completion of our surveys, we believe that it will be possible to approach the forest from Londiani and this route will entail 20 miles of construction as against 50 miles if the line be built from Nakuru. But our surveys may show that the grades of the Londiani route and the perpetual charge of the longer haul outweigh the additional 30 miles of construction on the Nakuru route. This coupled with the fact that the Londiani route would be a backwater line while the Nakuru route would be the first section of a much needed trunk line to Fort Victoria, leads us to think that we may prefer the Nakuru route, more especially as both routes are such serious undertakings that no timber working company, qua timber workers, could carry the financial burden unaided. The railway whichever way it is taken must finance itself. For it is evident that no timber company which in itself requires at least £ 150,000 working capital, could stand the additional capitalisation of £ 450,000, or £ 180,000 which these routes might

might entail, unless such portion of the capitalisation could be financed on fixed interest with some form of debenture security, and any form of debenture of such dimensions is impossible to finance from the base afforded by a short lease. It can only be done with the aid of the land grants usual in such cases or with a smaller land grant and a Government guarantee of interest. As we should be constructing in what proves to be one of the most difficult portions of the Uganda Railway and at a distance of 500 miles from the coast we are assuming that our Railway might cost us the £ 9,000 per mile which was the approximate average of the Uganda Railway, making a total of £ 180,000 for the Londiani route and £ 450,000 for the Nakuru route. The capitalisation of these routes would require an assured return of £ 9,000 and £ 22,500 per annum or a lesser sum (say at 4%) £ 4,500 and £ 11,250) if backed by a prospective return from the possession of land which the railway would enable us to settle with emigrants.

These are the principles which have led us to the following conclusions.

The Londiani Route. (Twenty miles at a possible cost of £ 180,000 representing a charge on us over and above maintenance of at least £ 9,000 per annum on interest account). We should require, (1) A grant of 32,000 acres per mile to be taken wherever available in the vicinity of the line and held in alternate blocks of 640 acres with the Government, in the same manner as the Canadian Pacific Railway grants. This financially speaking would be (in the event of our being able to settle the land at current rates) equivalent to a perpetual guarantee of £ 66 per annum per mile or £ 1,320 per annum for the twenty miles or seven-tenths of one per cent on cost of construction. (2) A franchise allowing us to continue the line on the same terms to the Lake, construction to be by sections and to begin within a specified

specified period after the completion of the line to the forest (3) An extension of the forest lease to a lease in perpetuity at a maximum royalty of one-eighth of a penny per cubic foot.

The Nakuru Route. (Fifty miles at a possible cost of £ 450,000 representing a charge on us over and above maintenance of at least £ 22,500 per annum on interest account). We should require the same terms as above.

The whole proposition is dependent upon our being given a maximum through rate to the coast from the forest of one half-penny per ton per mile.

We have etc., etc.,

(Sd.) F. R. Lingham.

(Sd.) Ewart S. Grogan.

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1880-1881

1880-1881

1880-1881

B

MEMORANDUM

I am unable to criticise the figures of length or cost of the alternative routes from Bondiani and Nakuru. Until the surveys have been made it is impossible to say what the lengths will be or the cost per mile.

Mr. Linghar's figures may however be accepted as sufficiently accurate for present purposes.

These gentlemen came to see me a few days ago on the question of rates. They intimated that the probable outturn of timber, provided the work was seriously undertaken, would be as follows:-

1st year	::	::	::	15000 tons or say 16 trains per
				month
2nd year	::	::	::	30000 " " " 32 " "
3rd and following years				60000 " " " 64 " "

and they inquired from me what rate I could quote for the carriage of this timber from Mau to Kerbasa. They stated that their idea was to have a large depot on Mau in which timber would be seasoned and that there would be a large factory at Nairobi. A portion of the timber would be exported in logs and a portion would be taken to Nairobi to be worked up before export.

In May last year I had had some correspondence with Mr. Crogan on the same subject and I then informed him that whereas our rate for country produce was one anna per ton per mile I would be prepared to quote the following reductions:-

- (a) For full train loads of 80 tons at a time a reduction of 8.3% i.e. 11 pies per ton per mile.
- (b) For a regular full train load per diem a reduction of 12.5% i.e. 101 pies per ton per mile.
- (c) For a regular service of two full train loads per

diem

(9)

diam a reduction of 25% i.e. nine pias per ton per mile.

After some conversation with Messrs. Lingham and Grogan I said that I would quote the lowest rate I could for the carriage of their timber i.e. 9 pias (1/2 shilling) per ton per mile, subject to a minimum load of 8 tons per locomotive and that we should get it in full train loads.

Mr. Lingham stated that this was out of the question; based on a Europe price of £12 per 100 c.ft. the highest freight his timber could stand would be 5.4 pias per ton per mile. I believe he has exaggerated this to 3 pias.

I could not quote this figure and further discussion being useless the interview terminated.

I must explain that whereas I have quoted 1/2 shilling per ton per mile for the carriage of patron for the East Africa Syndicate I am unable to quote the same rate for timber for the following reasons:-

- (a) With patron we will get full loads for our waggons whereas with timber we can only get 50% - if so much.
- (b) From Mau to Mwakimbo Road we can run loads of 14 vehicles because the ruling gradient is 1.5% whereas between Nairobi and Mau we can only handle loads of 10 vehicles because the ruling gradient is 3%.
- (c) A considerable portion of the timber would have to be carried in open trucks unsuitable for return loads.
- (d) On the basis of fixed and variable charges I am unable to say that for less than 9 pias per ton per mile I could carry the timber without loss and my powers do not permit me to carry any traffic at an obvious loss.

On subsequent conversation with Mr. Lingham I have elicited the following information:-

1. That if the timber was growing close to the Uganda Railway on Mau it could bear the freight of 1/2 shilling per ton per mile. It is on account of the excessive cost

diam a reduction of 25% i.e. nine pies per ton per mile.

After some conversation with Messrs. Lingham and Grogan I said that I would quote the lowest rate I could for the carriage of their timber i.e. 9 pies (1 penny) per ton per mile subject to a minimum load of 8 tons per 10 ton truck and that we should get it in full train loads.

Mr. Lingham stated that this was out of the question; based on a Europe price of £13 per 100 c. ft. the highest freight his timber could stand would be 5.4 pies per ton per mile. (I believe he has since raised this to 8 pies).

It could not quote this figure and further discussion being had the interview terminated.

I must explain that whereas I have been asked to quote the rate for the carriage of timber from the East Africa Syndicate I am unable to quote the rate for timber on the following reasons:

- (a) With motor we will get full loads for our wagons whereas with timber we can only get 80% of so much.
- (b) From Kit to Masikimon Road we can run loads of 11 vehicles because the ruling gradient is 1.5% whereas between Nairobi and Mau we can only handle loads of 10 vehicles because the ruling gradient is 2%.

(c) A considerable portion of the timber would have to be carried in open trucks unsuitable for return loads.

(d) On the basis of fixed and variable charges I am unable to say that for less than 9 pies per ton per mile I could carry the timber without loss and my powers do not permit me to carry any traffic at an obvious loss.

On subsequent conversation with Mr. Lingham I have elicited the following information:-

1. That if the timber was growing close to the Uganda Railway on Mau it could bear the freight of 2 anna per ton per mile. It is on account of the excessive cost

of a branch line to the Forests which makes it necessary to reduce the freight on the Uganda Railway to ensure a profit on the timber.

It is evident therefore that these gentlemen have to overcome two difficulties before they can start on the business.

(1) Financing the branch line.

(2) Arranging the freight rates.

As regards the first I would point out that it is certain that in time the Uganda Railway will have to be extended to the Nile and beyond. As far as I know the best route has not yet been settled. It is evident that these gentlemen wish to secure a lien on that Railway and on the question of the Government must be careful that they do not commit themselves to a route which on examination will be a bad one, and which will therefore not carry the traffic. For this reason we must be prepared to provide the amount of £12,000 acres per mile. I shall have to prepare of the line a franchise for an extension. Until the route has been thoroughly surveyed and the route to the Nile ascertained, Government cannot itself commit to any route; any Railway concession must therefore be given on its merits without guarantee to its future development into the trunk-line to Uganda. For the above reasons I would favour the London line in preference to the Nakuru one.

As regards (2) I would be prepared to recommend that provided (1) i.e. branch line question is satisfactorily settled that we meet the firm half way and agree to carry their timber at 7.5 pias per ton per mile.

The difference in freight between 6 pias and 9 pias per ton per mile for 500 miles on 15,000 tons per annum is about £8,000 so that half of this would be £4,000 that is

assuming

assuming that my estimate is correct and that 9 pies is the cost price of hauling the timber, we should lose £4,000 per annum on 15,000 tons.

I would say that indirectly the country would gain more than this and that it would be well for Government to agree to it.

The freight charge is however the lesser difficulty: if the branch line question can be settled, and of this I am more than doubtful, the freights could be adjusted as I suggest.

January 11th 1905.

34/- H.A.F. Currie.

P. S.

Since writing the above I have had a further conversation with Mr. Lingham. I fancy he will accept the 7.5 pies per ton per mile rate subject to other conditions I would suggest viz:-

- (1) That this rate is limited to an output of 15,000 tons per annum.
- (2) That he guarantees loads of 8 tons per waggon.

34/- H.A.F. Currie.

C O
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R R
P. 15 APR 1905

M I N U T E.

I entirely agree with Mr. Currie's remarks regarding the inadvisability at this stage of granting a franchise for any extension of the proposed line to connect the forest with the Uganda Railway. The working of 64,000 acres of forest appears to be a so much smaller undertaking than the ultimate construction of a line to the Nile that to a lay mind it would seem that the latter proposition might be the real aim of the applicants if it were not known that Mr. Bingham is a timber expert of long standing and presumably only interested in timber. The land grant per mile of road constructed i.e. 30 square miles appears to be excessive although by the system of alternating 640 acre blocks with the Government, the Crown would reap some of the immediate benefits consequent on the railroad.

With reference to the latter proposal to extend the term to a lease in perpetuity the Conservator of Forests might be consulted as to the probable revenue that would accrue from the royalty proposed. In all the opinion that a term of 50 or 99 years with perhaps a provision for an extension on revised terms would be ample if the proposition is at all feasible on business lines.

From the statements herein it appears that the forest is not workable at a profit without a railroad and that with a railroad it is not workable without a Government guaranteed interest or an enormous grant of land which in value would probably soon far exceed the value of the forest.

(Sd.) J.W.Barth.

Hillcroft

Nairobi.

Februar 2nd 1905.

H. M. Commissioner,
E. E. A. Protectorate,
Nairobi.

Re railway charter to Eldama Forest.

Sir,

We have the honour to inform you that our surveyors declare the Londiani route to be impracticable.

This leaves us no alternative but the very serious one of constructing from a point near Nakuru through the Londiani and Elgalat saddle to our objective (a distance as the crow flies, of approximately forty miles).

The Land Officer informs us that the terms of our last letter on this matter (January 25th) are impossible owing to nearly all the land having been already disposed of, and he further states that there is not more than 54,000 acres available along the actual route of the proposed railway.

Forest land is not included, we believe, in this estimate.

This shortage of available land renders the financing of the railway impossible without a Government guarantee.

We therefore beg to make the following suggestion of a basis upon which financing might be possible.

A Government guarantee of 3 per cent upon a defined cost of construction.

A land grant in freehold of these 54,000 acres of grazing land and the freehold of the forest areas to be leased.

We have, etc., etc.

(Sd.) Ewart S. Grogan.
(Sd.) F.R. Lingham.

In Sir H. Stewart's despatch
Inclosure No. 3
No. 184 of March 16th 1905.

No. 3 of 1905.

From

C. P. Elliott, Esq.,
Conservator of Forests.

To

H. M. Commissioner,
Nairobi.

Dated Nairobi, 12th January '05.

SIR,

I have the honour to state that Captain Grogan and Mr. Lingham have requested me to address you, with regard to the selection of the area of forest land leased by them near the "Ravine".

2. They assert that no area of forest can be taken up in a compact block without including a considerable area of grass and bush land, in strips and patches of no great extent, and that these grass and bush areas, though absolutely useless to them, must be added to their capital to keep out fire, unless Government will undertake to be responsible for damage done by fire by irresponsible people such as the Wandorobis etc.

3. Government will of course undertake no such responsibility; but there seems to be no reason why the grass and bush land, which it is necessary to include with the forest land to enable Captain Grogan to protect the latter from fire, should not be leased to him at ordinary pastoral rates for the term of his forest lease, a proviso being entered in the lease that if any portion of such grass and bush land be hereafter applied for by other persons, Government may lease or sell any portion thereof, provided that adequate security be obtained from lessees or purchasers to take every possible precaution against fire, and to be responsible for any damage, resulting from their negligence to

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Inclosure No. 4

In Sir D. Temple's despatch
No. 154 of 10th Jan 1905.

to the forest leased to Captain Grogan.

4. There is no doubt but that as soon as the forest, which owing to its present density has been able to resist fire, is opened out by felling operations, which will necessarily leave much refuse of a very inflammable nature scattered all over the felling areas, such as tops, branches, chips, dry stumps, etc., the chances of fire entering from grass lands outside will be greatly increased, while the damage done by such a fire would be incalculable.

5. It is in the interest of Government to help Captain Grogan in every way, as the success of his venture will create a certain value for all similar forest in the country while the measure proposed will cost Government nothing; on the contrary it will ensure a small revenue from the lease of lands which at present have no value, while the cost of Government to deal with them, if they should hereafter be opened a fire, will be small.

6. I would recommend that, if you approve of these suggestions, early orders may be issued to the Land Office and myself, the survey and selection of the present land being already in progress.

I am, etc.,

(Sd.) C. F. Elliott,

Conservator of Forests.

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to the forest leased to Captain Grogan.

4. There is no doubt but that an open or a forest which owing to its present density has been liable to fire, is opened out by felling operations, which necessarily leave much refuse of a very inflammable nature scattered all over the felling areas, such as bark, saw chips, dry stumps, etc., the chances of fire being spread from grass lands out side will be greatly increased, while the damage done by such a fire could be fearful.

5. It is to the interest of Government to help Captain Grogan in every way, as the success of his venture will create a certain number of similar forests to be opened up, the measure proposed will cost Government nothing, on the contrary it will create a small revenue from the lease of lands which at present have no value, while the right of Government to deal with them, if they should hereafter acquire a value, will be retained.

6. I would request therefore that, if you approve of the suggestions, the necessary orders may be issued to the local officer and myself, the survey and selection of the proposed forest being already in progress.

I am, etc.,

(Sd.) C. V. Srinivasan,

Conservator of Forests.

to the forest leased to Captain Grogan.

4. There is no doubt but that as soon as the forest, which owing to its present density has been able to resist fire, is opened out by felling operations, which will necessarily leave much refuse of a very inflammable nature scattered all over the felling areas, such as tops, branches, chips, dry stumps, etc., the chances of fire entering from grass lands out side will be greatly increased, while the damage done by such a fire would be incalculable.

5. It is to the interest of Government to help Captain Grogan in every way, as the success of his venture will create a certain value for all similar forest in the country while the measure proposed will cost Government nothing; on the contrary it will ensure a small revenue from the lease of lands which at present have no value, while the right of Government to deal with them, if they should hereafter acquire a value, will be retained.

6. I would request therefore that, if you approve of these suggestions, orders may be issued to the Land Office and myself, the survey and selection of the present land being already in progress.

I am, etc.,

(Sd.) C. F. Elliott,

Conservator of Forests.

15

12389

Re: 15 APR 35

No. 65/100

From

The Manager,
Nagasaki Railway

To

Mr. Douglas Gray
NAGASAKI

NAGASAKI 22

Dear Sir,

With reference to our recent conversation which you asked me to put describing the rates I gave to Mr. Lingham for the carriage of his timber, I have to advise that I informed Mr. Lingham that I was prepared to carry as much timber as he can offer at a rate of 7.50 per ton per mile provided that he guarantees a minimum load of 8 tons per ton truck and that consignments are given in train loads.

As Mr. Lingham stated that at this rate he could not do business, I have informed the Railway's Commissioner that in view of the advantages to the country likely to be derived from the opening up of a large business on this line, I am prepared to recommend that the Railway should undertake to carry up to 15,000 tons of timber per annum at 7.50 per ton, subject to our being given a minimum load of 8 tons per 10 ton truck and consignments to be in train loads.

Enclosure No. 5
By Sir D. Stewart's direction
No. 124 at Nagasaki 15th 1935

C O
12389

Re-
10 APR 35

132

No. $\frac{55}{100}$

From

The Manager,
Uganda Railway.

To

Douglas Grey Esquire,
NAIROBI.

NAIROBI, 22 February, 1906.

Dear Sir,

With reference to our recent conversation at which you asked me to put in writing the rates I quoted to Mr. Lingham for the carriage of his timber, I beg to state that I informed Mr. Lingham that I am prepared to carry as much timber as he can offer at 8 shillings (8 pence) per ton per mile provided that he guarantees us a minimum load of 8 tons per 10 ton truck and that consignments are given in train loads.

As Mr. Lingham stated that at this rate he could not do business, I have informed His Majesty's Commissioner that in view of the advantages to the country likely to be derived from the opening up of a large business on Mau, I am prepared to recommend that the Railway should undertake to carry up to 15,000 tons of timber per annum at 7.5 pence per ton, subject to our being given a minimum load of 8 tons per 10 ton truck and consignments to be in train loads.

Anything

Enclosure

No. 134 of March 1906

2.

Anything in excess of the 15,000 tons to be at 9 ples per ton per mile until the general traffic of the Railway enables us to so lower rates that we can see our way to either extend the limit of 15,000 tons or lower the 9 ples per ton rate. The decision as to when such alteration can be introduced to be entirely in the hands of the Railway.

I must point out to you that in making this recommendation to His Majesty's Commissioner, I explained to him that I am sure that the Railway will carry these 15,000 tons at a loss.

Yours faithfully,

Sd/- H. A. Y. CURRIE,

MANAGER

Uganda Railway.

No. 35 A / 100

Date: 27. 5. 06.

Copy forwarded to His Majesty's Commissioner, East Africa, for information, Nairobi, for information.

Sd/- H. A. Y. Currie.

Manager,

Uganda Railway.

AN AGREEMENT made the _____ day of _____
 thousand nine hundred and five BETWEEN SIR DONALD SMITH
 K.C.M.G., His Majesty's Commissioner for the East Africa
 Protectorate (hereinafter called the Commissioner) of
 one part and *Frederick H. Ridley* LINCOLN at present
 in Nairobi Gentleman (hereinafter called the Tenant) of
 the other part WHEREBY in pursuance of the powers vested
 in him under the East Africa Order-in-Council one thousand
 nine hundred and two and in consideration of the rent and
 agreements on the part of the Tenant hereinafter recited
 and contained and subject to the provisions of the Crown
 Lands Ordinance one thousand nine hundred and two and to
 the Rules for the time being in force under the said
 Ordinance the Commissioner hereby agrees to grant to the
 Tenant a lease of ALL that and three pieces or parcels
 land situate and being near the Kilima Nivine mountains
 together sixty four thousand acres or thereabouts which
 said pieces or parcels of land are more particularly
 delineated and described on the sketch plan hereto
 annexed and thereon marked A, C, D, and E, and in the
 schedule hereto further described for the term of fifty
 years from the first day of March one thousand nine
 hundred and five at the yearly rental of Rupees four
 thousand payable in advance on the first day of March in
 each year PROVIDED ALWAYS and it is hereby agreed that in
 addition to the aforesaid sum of Rupees four thousand
 hereinafore reserved as rent or to the royalties or other
 sums payable hereunder the Tenant shall pay for any
 portion or portions of the said land that shall not con-
 sist of forest land a yearly rent of ~~one~~ ~~one~~
 per cent payable on the said first day of March in every

New Oxford and Cambridge Club

68 Pall Mall

15th May 1905

The Under Secretary of State
Colonial Office

135

London S.W.

C
no. 12209/1905
32/15

Sir
I have the honor to acknowledge receipt of your letter of 4th inst.

Mr. Douglas is a Canada settler, his specifications of the plant required to develop the forest and necessary to secure a call on the services of men, when they may be required. I do not expect any books for some weeks.

It will be pleasant to call on you as suggested Thursday next, the 10th, at 4 P.M.

I am
Yours obedient servant

Frederick S. Jones

year.

- (1) The Tenant shall pay during the said term a fee or royalty of Rupees two for every tree felled on the said land provided that the said sum of Rupees four thousand hereby reserved as rent for forest land may be deducted by the tenant from any sum payable as fees or royalty hereunder and provided that in no case shall a less sum than Rupees four thousand be paid by the Tenant in each year for such forest land.
- (2) The Tenant shall fell and utilize, sell or export at least one thousand trees in every year.
- (3) The Tenant shall not fell any tree on the said land unless and until such tree has been marked for felling by the Forest Department provided that the Tenant shall have power to demand that any tree of girth less than twelve inches diameter shall be so marked save and except such trees as not exceeding five per acre as may be reserved by the Forest Department as seed bearing trees.
- (4) The said land shall be divided into felling areas by the Forest Department.
- (5) The trees shall be marked as aforesaid and felling shall be conducted on one such felling area in each year.
- (6) The Tenant shall fell all trees marked as aforesaid in such felling area within the year during which felling is conducted in such area and the Tenant shall pay to the Commissioner for every marked tree in such area not so felled a sum of Rupees two per tree, such sum shall be payable as liquidated and ascertained damages and not by way of penalty.
- (7) The Tenant shall obtain the consent of the Forest Department to resume felling in any felling area in which felling has been abandoned before the termination of the year in which such felling should have been conducted.

(9) The Tenant shall fell all trees other than conifers at a height not greater than three inches from the ground and the tenant shall fell conifers at a height not greater than three feet from the ground and shall cut and leave all stools smooth.

(10) The Tenant shall be liable for all damage done by himself or his agents or servants whether by fire cutting or lopping unmarked trees or by negligently selling so as to damage unmarked trees or in any other manner whatsoever and such damage shall be estimated by the Conservator of Forests at rates not exceeding Rupees two per tree.

(11) The Tenant shall comply with all reasonable demands made upon him by the Conservator of Forests in matters concerning the exploitation and removal of the produce of the said land.

(12) The Tenant shall not accept underlet or sublet any part with the possession of the said land or any part thereof without the consent of the Commissioner in writing first had and obtained.

(13) The Tenant shall pay the costs of the survey of the said land.

(14) The Tenant shall pay the costs of and incidental to the preparation and execution of this agreement amounting to Rupees one hundred and fifty.

(15) The Tenant shall have the right to use all water running in any stream on the said land for any purpose whatsoever, provided that the flow of water in any such stream shall not be diminished by such user and provided that the course of any such stream shall not be diverted except by agreement.

(16) The Tenant shall have the right to make such roads, tramways and timber paths on the said land as may be necessary and may fell and remove trees for the purposes

of making such roads tramways or timber paths provided that no fee or royalty shall be payable for any tree so felled and removed unless such tree is used for sawing and provided that no tree over twelve inches in diameter shall be so felled without the consent of the Forest Department.

(17) The Tenant shall have the right at the termination of the said term and if all rents royalties or other sums accrued due hereunder are paid ^{& interest} any buildings plant or machinery that may at any time be erected on the said land.

(18) The boundaries of the said land hereby agreed to be demised shall be subject to survey by the Chief Surveyor and until the completion of such survey any question as to whether any land is included in the land hereby let shall be referred to the Commissioner whose decision thereon shall be final.

(19) The Tenant shall observe the covenants implied in virtue of the provisions of the Crown Lands Ordinance one thousand nine hundred and two and all such covenants shall be implied in the Agreement especially those contained in section sixteen thereof save where expressly herein otherwise provided.

(20) ^{Such as timber} Provided that all rubber gum and other forest produce shall be excepted and reserved unto the Commissioner with liberty to the Commissioner his agents servants or assigns to enter and remove such produce.

(21) And provided that all native rights and all paths and roads in and over the said land shall be reserved.

(22) And provided that if the Tenant shall within two years from the commencement of the said term be desirous of determining this agreement and shall give three calendar months' previous notice in writing to the Commissioner and shall pay all rents and observe all the agreements herein contained up to such determination then the agreement shall

cease.

(13) The said lease shall be granted and the Tenants shall accept and execute a counterpart thereof within as soon as the said land shall be surveyed as aforesaid.

(24) Until the said lease is executed the parties hereto shall be bound by the covenants and agreements hereinbefore mentioned and agreed to be contained in such lease as if the same were actually executed.

AS WITNESSED the hands of the parties hereto,
SCHEDULE ABOVE REFERRED TO.

FIRST. All that piece or parcel of land near *Reims* containing seven thousand acres or thereabouts bounded on the North by the Southern boundary of Capt. Ewart Scott Grogan's forest concession on the East by a line which shall intersect the said Northern boundary at a point three miles and a half from the South Eastern corner of the said Captain Ewart Scott Grogan's forest concession and the West by a line which shall intersect the said Northern boundary at a point seven miles and a half from the said South Eastern corner of the said Captain Ewart Scott Grogan's concession.

SECONDLY All that piece or parcel of land containing *two* thousand acres or thereabouts situate between Mount *Le...* and Mount *Hidasot* in the Province of *Nouvelle*

THIRDLY All that piece or parcel of land containing *two* seven thousand acres or thereabouts situate North of the Northern boundary of the said Captain Ewart Scott Grogan's forest concession and running in a westerly and northerly direction along the Elgoye Escarpment.

Provided that such alterations may be made as on survey the Chief Surveyor may deem necessary, and provided that the said boundaries may be so modified on survey as to enclose if possible an area of sixty four

thousand acres of workable forest.

Witness to the signature of
the Commissioner

Witness to the signature of
the Tenant.....

Com: 5th Dec 1889
12589



DRAFT

7th Langton Esq
[500 Salubrious
London Well.]
9. S. Fraser Esq
New Bedford & Cambridge Club.
[68 Pall Mall.]

MINUTE

- Mr. Reade 15th May
- Mr.
- Mr. Anstons
- Mr. Cox
- Mr. Lucas
- Mr. Graham
- Sir H. Osmannoy
- The Duke of Marlborough
- Mr. Lytton

So I am troubled by Sir
Lytton's & wife's
he has received a dispatch from
the Com: of the East
Africa Protectorate respecting
the timber concession there

you and Mr Fraser
you and Mr Langton
desire to obtain in that
country, and I am to
ask whether
Mr Fraser would call
at the Office & have
the full

Copy to Mr Lytton 21 Dec 1889
500

Dr. Mouton's business did me
~~the business of the~~

~~Counting by the~~
upon the 17th oct
for 1 on Thursday next,
the 18th at 4 p.m.

3. A number letter has
been sent to Mr. J. J. J.
at Dingle

on 2
to
R. H. W. W. W.