

EAST AFR. PROT.  
No. 27456

C. O.  
21456  
REC<sup>d</sup>  
REG 16 JUL 06

No. 2145  
906  
May  
Previous Paper.  
2488/05

(Subject.)

Land lease to Lord Howard de Walden & Col. Bagot

Lessees ask that claim for rent and Survey fees may be waived. In circumstances, rent <sup>claim</sup> may be waived. No payment of survey fees as land was not surveyed.

(Minutes.)

~~Mr. Hastings~~  
Mr. Read

The lessees' lawyers at the EAST apparently found the hands of the Legal Admin. & the Land Office, & after they had threatened legal action unless the lease was signed at once, the Comms. signed it without waiting for the approval of the Spt. (see para 3 of the C. Slide rep. history of 5/5/04 in 70 Hrs attached).

They now wish to make the a premium of £2250 (for of the survey fees) which was the pt as rent for this <sup>of 4 bits</sup> concession under the terms of the lease they were in such a hurry to obtain the lease for 25 years & the lessees propose to abandon all claims to the land if the Comms. claim for rent due & survey fees is stopped.

This is not to be done to Col. Bagot and Lord Howard de Walden which has a value more Spt than we could see. J.R.

See minutes on 6/20/06.

N.B. They have no claim to the land unless they pay the rent. They are to be repaid from the

File and 670 230ct 38402

As regards the survey fee it is given  
 part of the land...  
 for measuring the...  
 & the land will be asked for  
 a... of the land...  
 the payment...  
 If the lease...  
 abandon their right to the land  
 as they have...  
 this experiment...  
 year rent...  
 & the...  
 that amount, I should be inclined  
 to...  
 no objection to the lease...  
 then...  
 the rent for the...  
 & that...  
 will not be...  
 the...

The lease  
 had the  
 to determine  
 the lease  
 any time  
 giving  
 no...

whether they can let  
 others...  
 on the  
 1/2

As no survey was ever made in this  
 case I don't think there is any question  
 of charging survey fees. As to the  
 general case I apprehend that the  
 general practice is not to grant a  
 lease until the survey is made  
 & not to begin the survey until the  
 applicant has paid the fee. This  
 seems effective & reasonable, but we  
 may as well enquire whether that  
 is the practice.  
 The question whether the rent

As we...  
 think...  
 to be...  
 1/2

what he wanted appears to me to  
 depend on whether the lessee  
 ever had any use of the land.  
 The Comr says temporary  
 occupation was not granted, but  
 unless they used the land  
 I don't quite see how they  
 can have made a bon a fide  
 effort to establish the right  
 to the farm.

I enquire as to this & say  
 that if they have used the  
 land they must be required  
 to pay the rent [until the  
 expiration of the notice - when  
 it is given - to determine the  
 tenancy under the best clause  
 of the lease,] if they have not  
 used it, the rent may be waived.

Mr. D...  
 Mr. B...  
 Mr. C...

Proceed on proposed meeting, E  
 1/2 R 10/16  
 1/2 R  
 20/6

Mr. Justice  
 I agree as to the necessity for enquiring  
 on the point mentioned in the...

C O  
21456  
Office,  
Recd  
16 JUN 06

Commissioner,  
Office,  
Nairobi,

May 11th 1906.

AFRICA PROTECTORATE

No. 245.

My Lord,

W.P.  
42488/05

With reference to Your Lordship's despatch No. 566 of December 13th 1905 and to previous correspondence on the subject of the lease of land on the Stony Athi to Lord Howard de Walden and Colonel F.D. Baillie for purposes of zebra farming, I have the honour to report that I have received a letter from Mr. Tonks, solicitor to the lessees, asking that the claim to rent and survey fees may be waived by Government, provided that the lessees undertook to relinquish all claims to the land. Mr. Tonks points out, in support of his request, that a genuine experiment was made at a cost to his clients of some three thousand pounds - three hundred zebras were

captured

Principal Secretary of State

for the Colonies,

Downing Street,

LONDON, S.W.

captured, but the experiment proved a complete failure.

2. It is the custom in this Protectorate only to charge rent after temporary occupation is granted, which was not done in this case. There is no question of survey fees as the land was never surveyed.

3. Taking all the circumstances into consideration, I am inclined to the view that a bona fide attempt having been made at some considerable expense to establish a zebra farm and the attempt having failed, the question of back rent, amounting to two hundred and fifty two pounds, at the rate of one hundred and twenty six pounds per annum for two years, might be waived.

I have the honour to be,

With the highest respect,

My Lord,

Your Lordship's most obedient,

humble servant,

*J. K. S. S. S.*

Ans d 38402

Imag

20 July 1906

DRAFT

EAF No. 426

Comm

MINUTE.

Mr. Luce  
Mr. Rinkley  
Mr. Ellis 20

Mr. Andrews.

X Mr. Cox.

Mr. Lucas.

Mr. Graham.

Sir M. Ommanney.

Mr. Churchill.

The Earl of Elgin.

When the house to  
ask the receipt of  
20 deep 2 = 245 of the  
11" of my last relative  
to a lease of land on  
the Mary & the - the  
EAF to Lord Howard  
or Wilson and Col. F. D.  
Baillie.

2. Before coming to a  
decision as to whether  
payment of the rent for the land  
should be waived or  
not, I should be glad  
to be info as to the  
general practice in  
the

Procc with regard  
to survey of and  
the lease of land

It is not  
granted until  
a survey has been  
made

Therefore

though it is feared  
that a lease is not  
granted until a survey  
has been carried out,  
and that the survey  
is not begun until  
the necessary fees have  
been paid by the  
applicants.

2. A further point  
is that a lease is  
not granted until  
the necessary fees  
have been paid by the  
applicants.

2. In the present case, although Lord  
Millet and Lord Bingham are referred  
to as the "lessees", it would  
appear from the facts that the proposed lease  
has not been executed, and in that case  
it is not clear that the

and in para 2 of your  
letter under which  
it is stated that  
temporary occupation  
is not granted.

3. It is stated, on the other  
hand, that the lessees  
made a bona fide  
attempt at considerable  
cost to establish a  
cattle farm, and  
I am unable to  
reconcile this with  
the fact that they actually  
occupied and used the  
land in question, it  
is not apparent to  
me how this could  
have been possible,  
and I should be  
glad to request that you  
will furnish me  
with info on this  
matter.

Yours