

DOMESTIC

EAST AFR. PROT.  
No. 14388

14383



Individual

(Subject)

Edge 8

1906

Transfer of Lease of Asaboko Forest

April 24

1576 Paper

Rent has been paid in full up to June 1906. Points out that Southern portion of forest has been leased to an other party & that nothing can be done without co-operation of the leasee of that portion of forest. An arrangement has been made for working the forest as a whole in the event of transfer to the ruling (Minutes.)

Mr Read

Summarize on 11717 - The lipsus of the Pichoki Forest, with whom Mr Pauling is to cooperate, are the Mombasa Trading & Development Syndicate (Mr Pauling is) By Mr Gedge's confession the Co. has done nothing to develop the property in the two years they have had it. The large amount by is forfeited, unless Mr Gedge admits, because they have failed to plant 5000 trees within time, and generally because they have not complied.

Vertical text on the left margin: a copy of the ...

with the 2 sections of the beam heads  
and is not required to be developed  
the beam head. It seems to me  
that we should take advantage of this  
and if we agree to the transfer to  
Mr. Harding, to our former letter  
conditions as to development of that  
£10000 a. Ad. suspended in develop-  
ment for five years. It is also  
a question whether the conditions as to  
royalty should not be amended. At present  
they are only to pay 5% c. on net profits  
which is to be set off against the cost  
of £1000 a. unless the lapsus of  
the Pichoke first pay 5% c. on the (gross)  
value of the produce at Mombasa.  
In fact it would not be a bad  
plan to make the terms of the  
lease identical with those of the Pichoke  
first (of 60 of F.O. first 82 hereunto)  
This would include the timber  
rights which ~~is~~ are not  
on terms given by the existing  
lease  
I do not see why we should be  
hindered in this matter - the Co.  
has been sufficiently liberality

(In the  
Pichoke  
it is £30  
or 2%)

195  
Reply that Lord Byron does  
not consider that the reasons  
given by Mr. Gudge for the  
failure of the Co. to comply with  
the contents of the lease will justify  
and that he will await the  
report of the Comtee before  
definitely replying, but that as at  
present advised he is inclined  
to think that it will be desirable  
to declare the existing lease forfeit,  
and to grant a new lease with  
certain provisions for the further  
of a definite sum on each year by  
royalty on the produce, & substituting  
for one on the net profits - on the  
basis of the lease of the Pichoke  
forest with which he is no doubt  
acquainted  
and that he will refer the  
Comtee for their  
opinion to what extent  
about matters & conditions  
to the fact, and asking

ration

might

to suffocate

W. J. R.

W. J. R.

25/4

to succeed

at once

at once

at once

at once

4388  
REMARKS ON THE DOCUMENTS  
RESPONSIVE TO THE CLERK.

14388  
REC'D  
25 APR 06

PRINTED FOR H.E.O.  
AFRICAN  
No. 844  
COLONIAL OFFICE

THE BATH CLUB  
54, DOVER STREET, W.

R. L. Antrobus Esq. C.B.  
Colonial Office Whitehall S.W.

With reference to your communication to the  
The Ashanti Project I have been the honour  
to submit the following for your consideration  
a kind attention.

1) My plan was originally based in the name of  
George Poching Esq. on behalf of the East Africa  
Exploratory Coy.

2) The above mentioned Company is now desirous  
of transferring the lease back to Mr. Poching  
on the same conditions.

3) The rent has been paid in full up to June

R.H. 37 15

the last African States, Ceylon, and the Colonial  
 Office a short time back, and by permission  
 made the Director to withdraw the Colonial Office  
 map for the effect that the least distance has  
 would have to be referred to in order to determine  
 of the low water under which the tract, that stands  
 and have low to high water. This is how the position  
 stands at present.

I have had the honour to publish and  
 not since it is more than a month past  
 to Sir Charles Elliot the Commissioner at that  
 time of the Revenue Office of the 2 African States  
 found that the least had been decided by an  
 artificial boundary, as to his two bays and the  
 in there one bay found to and two bay  
 was not in accordance with the original  
 report was made to Sir C. Elliot by  
 the finding that the whole of the Eastern area  
 known, from time immemorial, has been

in the United States Forest.

I have entered the matter fully with the Honorable  
Commissioner Sir D. Stewart, who, without fully  
blameing the situation, replied that it was out  
of his power to remedy matters, & so, the <sup>arrangement</sup> ~~matter~~  
had to stand.

As a result, the S. Africa Rubber Coy. found  
themselves unable to carry out their original plan  
for the concentration & development of the rubber,  
and other forest products - under such conditions

Moreover, I found that the Abindio & other  
had been allowed free access to the forest, with  
the result that - most of the rubber trees have  
been ruthlessly destroyed.

Had the rubber forest been granted, as  
originally proposed, to the Company, much could  
by now have been done, as it lies within well  
defined, natural boundaries, & would thus have  
been favourably situated as regards



...the ... of the ...

...of the ... of the ...

I am however, an arrangement has been ...

The ... in the ... is effected, the ...

The only obligation not considered with ...

I trust you will find this your favourable ...

I have the honor to be  
Your most obedt Servant

...the ... of the ...



t. a P. No 2244

2/19/06  
February 06

Comr  
Col. Paulin



MAR 28/4

Andra Bus 231/4  
11919

With refer to my  
dep No 193 of the  
10<sup>th</sup> inst I have the  
honor to transmit to  
you for your conso-  
lidation of any copy  
of further correspondence  
noted in the margin  
on the subject of the  
proposed transfer of the  
area of the Araboko  
Forest to Mr. G.  
Paulin

I would direct your  
particular attention  
to Mr. Gedge's state-  
ment with regard to  
the free area of the

Mr. Gedge to C.O. 24/4/06  
~~C.O. to Mr. Gedge~~

... to the front  
and should be glad  
to learn to what extent  
... rights, which  
... to be respected,  
... in the front.

26 MAY 1914



DRAFT.

to Lodge to

Aug 16 1914

(28) April 06

- MINUTE.
- Mr. ~~Wain~~ 28/4
- Mr. ~~Read~~
- Mr. ~~Antrobus~~ 28/4
- Mr. ~~Cox~~
- Mr. ~~Lucas~~
- Mr. ~~Graham~~
- Sir M. ~~Ommanney~~
- Mr. ~~Churchill~~
- The Earl of ~~Essex~~

2 D/6

Sir  
I am directed by the  
Earl of Essex to ask  
the receipt of you of the  
of the 24th inst. on the  
subject of the proposed  
transfer of the lease of  
the Araboko Forest in  
the E.A.P. to Mr. G.  
Pauling, and to  
inform you that the  
has not considered that  
the reasons given by  
you for the future  
of the Araboko Forest  
are sufficient to justify  
the proposed transfer.

28 April 1914