

Wey

EAST AFR. PROT  
16469

16469  
5 MAY 14

Magadi Soda Co. Ltd.

Telegraphic Communication

1914

Calls attention to present unsatisfactory arrangements & requests permission to erect a wireless installation connecting with proposed port wireless station, also a smoke installation at White settlement.

4 May

Last previous Paper.

No. 62/15/181.

No. I. 13191.

Mr. Johnson

Have you any objections?

Mr. Johnson  
Mr. G. Fildes

A. J. R.

7/5/14

~~We have~~ <sup>agreed to allow</sup> this sort of thing in Bahamas; ~~attach~~ <sup>attach</sup> a draft license appropriate to the ~~present~~ present case. Clause 2 is the main one. The Pembroke station will probably be open towards end of year.

Reply that matter will be referred to the court. will be sent receipt of his reply, and send copy cons. to Mr. saying that

Copy sent for 523 cases  
Mr. Johnson

Last subsequent Paper.

1915

subject to any others he may have  
to make I. J. S. would approve  
of his issuing a license in the  
lines of draft herewith <sup>dash for what</sup>  
<sup>rather he would prefer to charge for the messenger.</sup>  
[Class 17 refers to Indian Tel. Act  
1888 which ditto tells me is  
in force in East]

Aug 16/5/14

H. J. R.

16/5/14

I have made various  
alterations in the draft.  
Perhaps you would kindly  
look at it again, & say  
whether you approve

Agree  
Aug 21/5/14

Pr. 22.5.14

Stone

Aug 22.5.14

# THE MAGADI SODA COMPANY, LIMITED.

M. SAMUEL & CO. MANAGERS.

GRAMS: "SODAGADI, LONDON".  
PHONE: LONDON, WALL 1883.

ALL COMMUNICATIONS  
TO BE ADDRESSED TO  
THE COMPANY.

R/D

Shell House.  
25 & 27, Bishopsgate  
London, E.C. 4th May 1914

5469

14

The Under Secretary of State for the Colonies,  
Colonial Office, S.W.

314

Sir,

The cable communication with our staff in East Africa is very unreliable for the reason that the majority of the cables exchanged arrive so mutilated that they are either unintelligible or convey a wrong meaning to the recipient; the reason being that the cables have to pass between the Coast and Magadi through the hands of several insufficiently experienced and uneducated attendants.

This state of affairs might bring about very disastrous consequences for our Company when once the commercial stage has been arrived at, and it seems to us that the best and simplest way of overcoming this difficulty would be to provide our works with a wireless installation so that messages could be sent direct from the installation which we understand it is the intention of His Majesty's Government to put up in the Protectorate.

Our General Manager in East Africa has tried to enquire about the matter but it seems that the officials on the other side are not familiar with the details of the scheme. We therefore take the liberty of respectfully suggesting that permission should be granted us to erect a wireless station at our works for the purpose above referred to. Of course we should be only too pleased to put such installation at the disposal of the Government whenever wanted.

We should also be very much obliged if an indication could be given us as to when it is contemplated to erect the wireless installation at the Coast of the Protectorate.

We should further like to be granted permission for a smaller installation at the Settlement where our White staff will be housed and where a hospital is in course of construction, so that, in cases of emergency or accidents, rapid communication would be insured for the benefit of our employees.

We have the honour to be  
Sir,  
Your obedient servants,

FOR AND ON BEHALF OF  
THE MACAOI SOA COMPANY, LTD.  
*M. Samuel*  
MANAGER

MI  
The Government of the Protectorate  
is pleased to grant permission for a smaller installation at the Settlement where our White staff will be housed and where a hospital is in course of construction, so that, in cases of emergency or accidents, rapid communication would be insured for the benefit of our employees.

The Government of the Protectorate  
is pleased to grant permission for a smaller installation at the Settlement where our White staff will be housed and where a hospital is in course of construction, so that, in cases of emergency or accidents, rapid communication would be insured for the benefit of our employees.

TO ALL TO WHOM THESE PRESENTS SHALL COME I  
THE GOVERNOR &c.,

319

WHEREAS the Magadi Soda Company

(hereinafter called "the Licensees")

is desirous of establishing installing  
~~wireless telegraph station & in-~~  
~~stalling and~~  
working and using a system of wireless  
working an apparatus for ~~wire~~  
telegraphy in the East Africa

Protectorate.

AND WHEREAS by reason of the pro-  
visions of the Wireless Telegraphy  
Ordinance <sup>1913</sup> ~~1908~~ it is unlawful to ~~erect,~~

~~construct~~ establish ~~or maintain~~ any  
wireless telegraph station or ~~other~~  
~~instrument or work~~ apparatus for ~~the purpose~~  
any

~~of transmitting or receiving messages~~

by wireless telegraphy in any place  
in the Protectorate  
except with the written consent of the

Governor..

AND WHEREAS at the request of the

Licensees I have agreed to grant to the

Licensees the licensed <sup>& permission</sup> powers and

authorities hereinafter expressed and

contained for the period upon the terms

and subject to the regulations and

conditions hereinafter appearing;

[Modelled imitation  
draft sent to  
Bahamas on  
40176/13 ]  
G.C. 16/3/14

See in accounts  
at a license granted  
in that behalf by

NOW I the above-named

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in exercise of all powers and authorities enabling me in this behalf do hereby grant to the Licensees during the term of seven years from the commencement of the service license and permission

stet /

(i) to establish ~~instal~~ <sup>install</sup> and work on a site approved by the Governor at the station specified in the Schedule hereto apparatus for wireless telegraphy (hereinafter called "the licensed apparatus") provided that the apparatus ~~instal~~ <sup>install</sup> installed at such station shall be of the character specified in the said Schedule; and—

stet /

~~(ii) to transmit and receive messages by means of the licensed apparatus subject to the conditions hereinafter specified.~~

AND I do hereby declare that the said license and permission is granted on and subject to the following conditions

*Restrictions*  
conditions and provisions:-

1. In these presents, (and in <sup>321</sup> the Schedule hereto) the following words and expressions shall have the several meanings hereinafter assigned to them unless there be something either in the subject or context repugnant to such construction (that is to say):-

The term "Governor" means the officer for the time being Administering the Government of the East Africa Protectorate.

The expression "naval signalling" means signalling by means of any system of wireless telegraphy between two or more ships of His Majesty's Navy between ships of His Majesty's Navy and Naval Stations or between a ship of His Majesty's Navy or a Naval Station and any other wireless telegraph station whether on shore or on any ship.

Apparatus shall be deemed to be "synchronised" when the transmitting apparatus is so adjusted as to communicate

with a receiver which has a corresponding adjustment and to produce as little effect as possible on a receiver not having a corresponding adjustment.

2. (1) The licensed apparatus shall not be used by the Licensees or by any person either on behalf or by permission of the Licensees for any purpose except for the transmission and receipt of messages between the said station and the Government Station at Mombasa.

*Protectorate* (2) All telegraphic messages to places outside the ~~Colony~~ shall be transmitted through the Government Station at Mombasa.

(3) The Licensees shall if required by the Governor transmit official messages between the said stations at a rate not exceeding perword.

3.(1) The Licensees shall not by the transmission of any message by means of the licensed apparatus or otherwise by

the use of the licensed apparatus interfere with naval signalling.

(2) Whenever the operators at any signal station of the Licensees perceive through the medium of the instruments used by them that naval signalling is proceeding they shall refrain from using the licensed apparatus until all indication that naval signalling is proceeding shall have ceased.

(3) The Licensees shall if so required in writing by the Governor cease to use the licensed apparatus for such period (not exceeding two hours in any one day) as may be specified by the Governor.

(4) If the Governor is of opinion that the working of the licensed apparatus at the station specified in the Schedule hereto is inconsistent with the free use of naval signalling the Licensees shall when required in

writing by the Governor close the said station.

(5) These provisions for the protection of naval signalling shall be construed to be without prejudice to the generality of any other provisions of this License.

4. The Licensees shall observe the provisions of any Regulations from time to time made by the Governor in relation to the conduct of wireless telegraph business.

5 (1) The Licensees shall so work the licensed apparatus as not to interfere with the working of any wireless telegraph station established in the ~~Colony~~ or the territorial waters abutting on the coasts of the ~~Colony~~ (whether on shore or on any ship) by or for the purposes of the Governor or the Admiralty or for commercial purposes and in particular with the transmission or receipt of any messages between or at wireless telegraph

*Protectorate*

*Protectorate*

telegraph stations established as  
aforesaid on land and wireless telegraph  
stations established on ships at sea.

(2) With a view to preventing  
such interferences as aforesaid the  
Licensees shall comply with all direc-  
tions which shall be given to the  
Licensees by the Governor and with all  
rules prescribed by the Governor for  
observance by his Licensees.-

(a) With respect to all arrangements  
to be adopted for the purpose of securing  
syntonised apparatus or for enabling the  
messages exchanged by means of the  
licensed apparatus to be distinguished  
from those emanating from any other wire-  
less telegraph station;

(b) With respect to any alternation  
of messages which the Governor may think  
necessary; and

(c) Generally with respect to avoid-  
ing interference between one wireless  
telegraph station and another.

6. The licensed apparatus shall

not without the consent in writing of  
the Governor be altered or modified<sup>325</sup>  
in respect of any of the particulars  
mentioned in the Schedule hereto.

7. The Licensees shall at all  
times indemnify the Governor against  
all actions claims and demands which  
may be brought or made by any corpora-  
tion company or person in respect of  
any injury arising from any act  
licensed or permitted by these presents.

8. Subject to the provisions of  
this Licence the Licensees shall not  
divulge to any person (other than  
properly authorised officials of the  
Governor or a competent legal tribunal)  
or make any use whatever of any message  
coming to the knowledge of the Licensees  
and not intended for receipt by means  
of the licensed apparatus.

9. The Governor and any agent  
authorised in that behalf in writing by  
him may at all reasonable times enter  
upon ~~all or any~~ of the stations or other  
premises in the possession or

*Such that may be  
required by the  
Gov. to transmit  
under cl. 2(3)  
level of  
message*

occupation of the Licensees ~~either~~  
~~solely or jointly with any other~~  
~~person or persons~~ for the purpose of  
inspecting and may inspect any  
apparatus fixed or being in such  
places respectively for the purpose of  
sending and receiving messages by  
wireless telegraphy and all other  
telegraphic instruments and apparatus  
fixed for being in such places  
respectively and the working and user  
of such apparatus and telegraphic  
instruments respectively.

10. (1) All apparatus used or  
intended to be used by the Licensees  
shall be so erected fixed placed and  
used as not either directly or by  
reason of the working or user thereof  
to interfere with the efficient or  
convenient maintenance working or  
user of any telegraph line of the  
Governor which may from time to  
time exist or which it is probable  
that

that the Governor may have occasion to erect place fix or use or to expose any such line to risk of damage or to risk of interference with the efficient or convenient working or user thereof.

(2) In case any telegraphic line of the Governor shall be damaged or the efficient working or user thereof shall be wholly or partially interrupted or otherwise interfered with and the Director of Public Works shall certify in writing under his hand that such damage interruption or interference has been caused directly or indirectly by any apparatus used or intended to be used by the Licensees or by anything done by or on behalf of the Licensees in relation thereto the Licensees shall on demand pay to the Governor all costs that shall be reasonably incurred by him in repairing such damage and in removing

removing or altering such telegraphic line so as to restore the same to efficient working order and in adding thereto or substituting therefor either temporarily or permanently any other telegraphic line if the said Director of Public Works shall certify that such addition or substitution is reasonably required.

11. (1) the Licensees shall pay to the Governor for and in respect of the license hereby granted a royalty of £5 per annum in respect of each station.

(2) <sup>The</sup> ~~All~~ royalties payable under this Licence shall be payable upon the quarter day first ensuing after the date when the licensed apparatus has been installed at any station and on the same quarter day in each succeeding year.

12. Except with the consent in writing of the Governor the

Licenses shall not assign underlet or otherwise dispose of or admit any other person or body to participate in the benefit of <sup>a person</sup> the license ~~powers or~~ authorities hereby granted or any of such licenses powers or authorities.

~~that~~  
hereby granted

13. If and whenever in the opinion of the Governor an emergency shall have arisen in which it is expedient for the public service that the Government shall have control over the transmission of messages by the licensed apparatus it shall be lawful for the said Governor by warrant under his hand to direct and cause the licensed apparatus or any part thereof to be taken possession of in the name and on behalf of His Majesty and to be used for His Majesty's service or to be disposed of as he shall think fit and in that event any person authorised by the said Governor may enter upon the station

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C.O.  
300  
150  
PUBLIC RECORDS OFFICE, LONDON

stations/ offices and works of the <sup>329</sup>  
Licensees or any of them and take possession  
thereof and use the same as aforesaid.

14. The Governor shall at any time  
have power to take over the licensed  
apparatus with all instruments buildings  
etc. at a price to be arranged between the  
Government and the Licensees but not ex-  
ceeding the cost of erection. In any  
case of difference the value of the licensed  
apparatus shall be determined by arbitra-  
tion.

15. The Governor may at any time in  
his absolute discretion give notice in  
writing to determine these presents and the  
license or permission hereby given at the  
end of six calendar months from the date  
of such notice and at the expiration of that  
period the license or permission hereby  
granted shall cease and determine accord-  
ingly but without prejudice to any remedy of  
the Governor under any covenant or provision  
herein contained and on the part of the  
Licensees to be observed and performed.

16. In any of the following cases -

(that is to say) -

(a) In case any sum of money

which ought to be paid by the Licensees to the Governor under or by virtue of these presents

shall be in arrear and unpaid for one calendar month after the time at which the same ought to be paid under or by virtue of the covenants herein contained; or

(b) In case of any breach non-observance or non-performance by or on the part of the Licensees of any of the covenants (other than a covenant for the payment of money) or conditions herein contained and on the part of the Licensees to be observed and performed;

then and in any such case the Governor may by writing under his seal revoke and determine these presents and the licensees

~~or permission hereby~~  
~~powers and authorities hereinbefore granted~~  
~~and each and every of them and thereupon~~  
 these presents and the said licensed powers  
~~or permission~~  
~~and authorities and each and every of them~~  
 shall absolutely cease determine and  
 become void.

Provided always that no such  
 revocation or determination as aforesaid  
 shall prejudice or affect any right of action  
 or remedy which shall have accrued or shall  
 thereafter accrue to the Governor under any  
 condition or provision herein contained.

17. Nothing in these presents contain-  
 ed shall prejudice or affect the right of the  
 Governor from time to time to establish  
 extend maintain and work any system or  
 systems of telegraphic communication (whether  
 of a like nature to that hereby licensed or  
 otherwise) in such manner as he shall in  
 his discretion think fit neither shall  
 anything herein contained prejudice or  
 affect the right of the Governor from time

to time to enter into agreements for or to grant licenses relative to the working and user of telegraphs (whether of a like nature to those hereby licensed or otherwise) or the transmission of messages in any part of the ~~Colony~~ by means of wireless telegraphy or by any other means with or to any person or persons whomsoever upon such terms as he shall in his discretion think fit and (save as in this License expressly provided) nothing herein contained shall be deemed to authorise the Licensees to exercise any of the powers or authorities conferred on or acquired by the Governor by or under the <sup>Indian Act 1885</sup> Telegraph Ordinance or the Wireless Telegraphy Ordinance 190<sup>13</sup>~~8~~.

*Protestants*

18. Any notice request or consent (whether expressed to be in writing or not)

to be given by the Governor under these presents may be under the hand of the Officer acting as <sup>Chief</sup> Colonial Secretary of the Colony and may be served by sending the same in a registered letter addressed to the

*Part of the Protestants*

Licensee



Ind. / 16469 / East. Afr. Post.

C. D.  
R 26 MAY  
G. 28

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53

29 May 1914

Gentlemen,

I am etc to ackn. the recd  
of your letter of the 4<sup>th</sup> of May  
1914 proposing the erection  
of a wireless telegraph station  
at the works of the Magadi  
Soda Co<sup>y</sup> in the E. A. P, and  
to inform you that the  
matter will be referred to  
the Gov<sup>t</sup> for consid<sup>n</sup>, and  
that  
a further comm<sup>n</sup> will be  
sent <sup>to you</sup> on receipt of his  
reply.

Magadi  
Magadi Soda Co<sup>y</sup> Ltd

ponie 25-5-14  
Newman 25/5/14 p

Copy for 523 case 29 May 14

(Signed) H. J. READ.  
for the Under Secretary of State

2 d/16

In. D. / 16469 / East Afr. Post.

335

29 May 1914

Sir,

I have etc to transmit to you for your opinion the accompanying copies of correspondence with the Inagati Soda Co<sup>y</sup> Ltd on the subject of an application by the Co<sup>y</sup> for permission to erect a wireless telegraph station at their works in the P.P.

2. Subject to any orders which you may have to offer I should approve of your issuing a licence to the Co<sup>y</sup> on the lines of the dft. which is enclosed in this despatch.

3. I should be glad to know what rates you would propose to charge for the maintenance of

aft  
 2. P. No 523  
 2. Sir H. C. Balfour KCMS

Downie 25.5.14  
 Boksm 6, 25/5/14

To Inagati Soda Co<sup>y</sup> 4 May  
 16469  
 To Inagati Soda Co<sup>y</sup> Mar  
 aft here with  
 Draft licence  
 attached 16469.

Signed I. HANCOCK