

1934

23293

KENYA

C0533/451

1934

23293

Maintenance of family of Mr Stuart Watt.

Previous

297

Subsequent

38080/9/36

Room 209 0/0

Room 209 1/1

Mr Dundas 12/10/34

Mr Flood 12/10

298 16/10

297 19/10

Room 209 19/10

Mr Brewster 20

297 30/10

Mr Livingston 30/10

Mr Dunham 31/10/34

Mr Dunham 21

Mr Flood 31

Room 209 31

Mr Brewster

B.S.  
Nominal  
Maintenance.

1. From Deputy Warden 2186 (An Mail) — 27 Sept '34  
States that as the result of Mrs G.S. Watt, whose husband is  
absent from the colony being committed to prison in default of  
payment of fines, her eight children have been left destitute.  
Requests Mr. Watt may be asked whether he or his relatives can  
provide funds for the maintenance of the children.

MR. DUNCAN.

I suppose that we have nothing else for it,  
but to ask Mr. Watt, as requested by the Governor,  
but I think myself that the prospects of getting  
anything out of him are scanty in the extreme.  
Kilmacanogue is a small village outside Dublin  
and I do not think anybody of abounding wealth  
will be found living there. If Mr. Watt does not  
produce the money and cannot fetch his children  
back to Ireland, the question will arise what is  
to be done with them, and, of course, the  
Government of Kenya will be expected to help.  
In the meantime, they have sent the mother to  
gaol for not paying the wages of her native  
servants - she, presumably, not having the  
wherewithal to do it. ? draft can go.

J. S. W. Flood  
11.10

Mr. Flood.

Yes, I think that in the circumstances  
we should write to Mr. Watt as in the  
attached draft.

12/10/34

A. Duncan

116 2 to G.S. Watt — Gov. — 15/11  
12 W.S.W. 15/11

3. Mrs. E. Stuart Watt \_\_\_\_\_ 14 Oct. '34  
Returns No 2, states that his whereabouts are not  
known but gives addresses at which he has stayed recently.

he Sturwick

No. 10 Swichley Rd is the  
house of rest for Christian Workers

"Hyovage" is given in Keller's  
Directory as the residence of one  
Perceval Curtis. It does not appear  
to be a hotel or boarding establishment.

\* Recalled in  
M/Keller's  
L.O. and  
dated 1931.

M. Litchner  
19/10/34

I ascertained that  
Mr Stuart Watt is at No 10 Finchley Rd.  
Letcher recommended to him there.

No 3 ? but by  
C. P. Stewart  
19.10.34.

C. P. Stewart

20 at

The Watt called and told me a long  
story of how he had been defrauded  
by his partner; he came home to enforce  
the partnership; his wife was arrested, in  
his absence, had no legal assistance,  
was sentenced "as a scapegoat" by Th.  
Pallitrop, R.M. to 6 months in prison.  
He is prepared to send out the amount  
of wages, in the hope that the unexpected  
portion of the Watt's sentence may be

remitted, so that she can look after  
the children. 3

I asked him to reduce his story  
to writing; he promised a letter in  
time for us to send it out by next  
week's arrival.

Watt

31/10

C. P. Stewart  
25/10

at

H. Matheson, Ormsby & Preece \_\_\_\_\_ 29<sup>th</sup> October '34.

Furnish information regarding Mr G.S. Watt's position  
in connection with his partnership with Mr D. L. Borne &  
Mr G. F. Borne. Suggests that a miscarriage of justice has  
resulted in the imprisonment of Mrs Watt & requests that the  
Governor maybe informed of the circumstances & that Mrs Watt  
may be released on payment of outstanding wages, which they will  
endeavour to find the money.

Th. Duncan

If you are no objection  
I should propose to send this letter  
& encl. to the Governor by next  
week's arrival, & leave him  
to take such action as he thinks  
proper.

C. P. Stewart

30/10.

Mr. Freyston.

I am with the action which I propose.  
I assume that copies will be kept on the  
file, and that we will tell the Solicitor  
that we are forwarding their letter (or copies)  
to the Governor.

yes and  
mark them  
1.0

31/10/34 J. Duncan.

No. 1 It is hardly necessary to keep a copy  
of the Indenture

As proposed

J. Duncan  
31/10/34

V. E. V. Ford  
31  
at once

5 To Madam, Comby & Baulie 1/11/34  
(4 amsd.)

By Miss Innes  
16/10/34

6 To Kenya, 9/16 (H. G. Wood) 3 NOV 1934  
(Nos 2 & 4 of indenture in one)

16

C. O.

Mr. Grossmith.

Mr.

Mr.

Mr. Parkinson

Mr. Tomlinson

Sir C. Bottomley

Sir J. Shackburgh

Form. U.S. of S

Party. U.S. of S

Secretary of State

AIR MAIL.

Downing Street,

October, 1934.

3 1934

Sir,

I have etc. to

acknowledge the receipt of your

despatch No. 406 of the 27th

September in which you requested

that I should communicate with

Mr. George Stuart Watt at his Irish

address with a view to ascertaining

whether he is in a position to provide

funds for his children's

maintenance.

DRAFT

KENYA.

NO. 416

GOV.

To Mr. Hall 16/10/34  
Fr. Messrs. Nathan, Ormsby & Frontiers  
No. 4 with copy of orig. & the  
Indenture in orig.

FURTHER ACTION.

(2)

I enclose for your information  
and for ~~any~~ <sup>such</sup> action ~~which~~ <sup>as</sup> you may think  
proper, a copy of <sup>the</sup> letter sent to  
Mr. Watt and the reply received from  
his solicitors.

I have, etc.

(Sgd.) P. CUNLIFFE-LISTER

3/10/34  
 Mr. Grossmith.

Mr. *Freeston* 31/10

Mr.

Mr. Tomlinson.

Sir C. Bottomley.

Sir J. Shuckburgh.

Sir G. Grindle.

Permt. U.S. of S.

Parly. U.S. of S.

Secretary of State.

Downing Street,

1. ~~October~~, 1934.

Gentlemen,

I am etc. to

acknowledge with thanks the receipt of your letter of the 29th October regarding the affairs of Mr. George Stuart Watt, and the committal to prison in Kenya of Mrs. Watt.

~~I am to inform you with its contents~~  
 A copy of your letter is being sent to the Governor of Kenya, by air mail, together with copies of the letter from

Messrs.

DRAFT

MESSRS. MATHESON, ORMSBY AND PRENTICE.

Messrs. Cleaver and Fulton and  
the Indenture between Mr. G. S. Watt  
and Mr. D. L. Cronne and Mr. Gerald F.  
Cronne.

I am, etc.

L. G. F. CESTON



MATHESON, ORMSBY & PRENTICE.  
Solicitors & Commissioners for Oaths

ROBERT N. MATHESON,  
A. ERNEST PRENTICE.

TELEGRAMS: "MATEACK, DUBLIN"

TELEPHONE NO 43529 (2 LINES)

Unity Buildings,  
168/7, L. O'Connell Street  
Dublin, c.s.

29th October 1934

RNM/HB

RECEIVED  
30th Oct  
C. O.  
George Stuart Watt  
Mrs. Stuart Watt and Douglas Bateman  
Your File No. 23293/34

ACKD. BY P.C.

Sir,

Our client Mr. George Stuart Watt has handed us your letter of the 16th inst. and he informs us that in reply to this letter he called and had an interview with Mr. Freeston, and that at this interview it was suggested to him that he should at once acquaint your Office with certain facts in relation to the proceedings taken against his wife and Mr. Douglas Bateman which proceedings resulted in fines being imposed upon Mrs. Watt and Mr. Bateman, the former being committed to prison owing to her inability to pay the fine. Mr. Bateman paid the fine (the amount of wages) imposed upon him. We wish, therefore, to place the following information before you:-

On the 13th March 1934 a Partnership Agreement was entered into between Mr. Stuart Watt and Mr. D.L.Cronne and Mr. Gerald F. Cronne. This Agreement was prepared by our firm and was approved of after considerable discussion by Messrs. Cleaver & Fulton, Solicitors, Belfast, on behalf of the Messrs. Cronne. All the points were carefully considered and dealt with in detail. We enclose copy of the partnership Agreement and from clause 3

The Under Secretary,

Ans'd (5)

No 2

Copy of indenture in orig to Kemp (6)

29th October 1934

re/  
George Stuart Watt.

thereof you will observe that detailed arrangements were made for the payment of the sum of £2000 by the Messrs. Cronne. £1000 was to be paid to Mr. Watt for his own use and the further £1000 as working capital was to be paid up when required. You will further observe that the first £1000 was to be paid in various instalments on various dates.

This Agreement having been signed and completed, Mr. Stuart Watt sailed for Kenya on the 1st April, having however before this date acquainted Mrs. Watt and Mr. Bateman with the matter and given instructions for the employment of labour and the labour was consequently employed. You will observe from clause 4 of the Partnership Agreement that Mr. Stuart Watt undertook to pay all debts and liabilities in respect of the Kapsambeya Estate up to the 31st March 1934, the date from which the Partnership was to start.

The only monies paid to Mr. Stuart Watt on foot of this Agreement were sums taken together amounting to £525, £25 of which was utilised in paying certain transport and other charges for Mr. Gerald Cronne on his arrival in Kenya. Not only was no part of the £1000 capital forthcoming for the Partnership but the remaining £500 of the money to be personally paid to Mr. Watt was never paid, neither on the dates agreed for payment nor since.

The Under Secretary,

Continuation 2.

Mr. Gerald Cronne arrived in Kenya on the 15th May. He never expressed dissatisfaction with regard to the Estate either to Mr. Watt or to Mr. Bateman but stated that owing to his father's illness the monies were not forthcoming and that he himself had no further money. Mr. Watt left for England to go into matters, as to the payment of the balance of the capital and while he was away proceedings were taken against Mrs. Watt and Mr. Bateman for ~~un~~unpaid labour. The proceedings as we state resulted in Mr. Bateman paying for labour for which he was in no way morally liable and Mrs. Stuart Watt being unable to pay was sent to gaol.

We would like to submit to you that it is perfectly evident that had the partnership been adhered to by the Messrs. Cronne and the money paid on the dates arranged as solemnly covenanted to be paid under the Parties seal, no question of unpaid labour could possibly have arisen and the Estate would, we submit, to-day be in a fair way to becoming prosperous.

We are given to understand that Mr. Gerald Cronne stated in Court that he declined to go on with the Partnership because he was dissatisfied with what he found when he came out. We submit that this is not true. Mr. Gerald Cronne may have been dissatisfied and the Estate may not have been what he had pictured but he and his father did not go on with the partnership because they were unable to find any further money to carry out their obligations and in support of this statement we enclose copy letter (which we certify to be a true copy) written by The Under Secretary,

Continuation 2.

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29th October 1934

re/  
Stuart Watt.

Messrs. Cleaver & Fulton dated the 21st June 1934.

We are quite aware that the circumstances which we are detailing in this letter are no legal answer to the charge of unpaid wages but we do submit that they are from the moral point of view a complete explanation as to why the money was not forthcoming to pay the wages contracted to be paid on the strength of this Deed of Partnership under seal entered into with those who were believed to be responsible business men. Had the terms of the Agreement been adhered to there would have been ample capital at any rate for some time to come to develop this Estate and no one would have had any unpaid claim against Mr. Stuart Watt, Mrs. Stuart Watt or Mr. Bateman.

We feel that a very serious miscarriage of justice has resulted in the imprisonment of a white woman for payment of wages for which she personally was in no way responsible (except the wages of personal servants) and we would ask that you would forward the particulars of this letter to the Governor in Kenya, who we trust, when the full explanation contained herein is brought to his notice, will exercise his clemency and direct Mrs. Watt's release on payment of the outstanding wages. We will endeavour immediately to find sufficient money to pay these.

We would further say that her release would automatically

The Under Secretary,

Continuation Sheet 4.

29th October 1934

re/  
Stuart Watt.

end the Government's responsibility for the maintenance of the 5 girls who are being maintained at the Government's expense at the present time.

We are, Sir,

Yours faithfully,

*Malcolm O'Connell*

---

Encs/

The Under Secretary of State,  
Colonial Office,  
London S.W.1.

62, Wellington Place,

Enc

Belfast.

21st. June, 1934.

Dear Sirs,

George Stuart Watt.

We are in receipt of your letter of the 19th. inst., and as requested enclose herewith Power of Attorney given by Mr. Watt to Mr. D. L. Gronne, dated the 15th. of May 1934. You might please acknowledge receipt of same. We are also returning to you Mr. Watt's letter to you of the 1st. inst. as requested.

We regret to have to inform you that it is quite impossible for Mr. D. L. Gronne to complete the payments provided for in the Articles of Partnership. It appears that Mr. Gronne was unable to sell and dispose of his son's business for cash and that he was only able to arrange for the Purchase Money of same to be paid by Promissory Notes over a period of time.

It further appears that Mr. Gerald Gronne has left considerable liabilities and that the purchase money of his business will not be sufficient - after payment of these liabilities - to make any further payment to Mr. Watt. Mr. Gronne has already paid Mr. Watt £225. in respect of the partnership and we understand that Mr. Gerald Gronne has decided not to remain in Nairobi but to come home again as the condition of affairs there are totally different from what he anticipated. It is greatly to be regretted that Mr. D. L. Gronne and his son did not go more carefully into their affairs before entering into the Agreement as it is quite apparent that neither are able to make the payments provided for, and neither have any assets that can be realised to meet these payments.

Yours truly,

Gleaver & Falton.

Messrs. Matheson Crosby & Prentice,  
Solicitors, Dublin.

*we certify this to be a true copy*

# SUDAN UNITED MISSION

## IRISH AUXILIARIES

### HEAD OFFICE:

FALCON COURT,  
32 FLEET STREET,  
LONDON, E.C. 4.

### HON. TREASURER:

MR. W.G. BRADSHAW, C.B.E.

### GENERAL SECRETARY:

MR. GILBERT DAWSON.



### HON. TREASURER—DUBLIN:

DR. B. McCULLOUGH,  
17 KIMMAGE ROAD,  
HAROLD'S CROSS

### HON. TREASURER—NORTHERN IRELAND

MR. J. LEIGH THOMAS, J.P.  
110 NORTH PARADE

BALLYNAFEIGH BELFAST

### KINDLY ADDRESS REPLY TO—

MISS EVA STUART-WATT  
ORGANISING SECRETARY FOR IRELAND  
KILIMANJARO.

KILMACANOGUE

CO. DUBLIN

To the Secretary of State  
Colonial Department

October 17<sup>th</sup>

Dear Sir,

I am returning the enclosed letter addressed to my brother to your Office as I do not know of his whereabouts. I heard he spent one night recently at 10. Finchley Rd, St John's Wood

A. W. B.



and a couple of nights at "Hywage",  
Tetbury Hill, Calnebury.  
Trusting you may be able to  
get in touch with them!

I remain

Yours very sincerely  
Clara Stuart-Watson

23293/34

12

2

C.O.

Mr.

Mr.

Mr.

Mr. Parkinson

Sir G. Tomlinson

Sir C. Bottomley

Sir J. Shuckburgh

Perml. U.S. of S.

Parly. U.S. of S.

Secretary of State

Sussex Hill 11/10/34  
Freeton  
12/10/34  
Road 12 ft.

(See No 3)

C. D.  
R 13 OCT.  
D 3

16 October, 1934

Answered by Alocy

DRAFT.

George Stuart Watt, Esq.  
(address as in)  
No 1

I am sorry to inform you that the  
financial position of Kenya has  
reported that as a result  
of your wife's being committed  
to prison for ~~the~~ <sup>the</sup> ~~non~~ <sup>non</sup>  
appropriately ~~being~~ <sup>being</sup> ~~committed~~  
in default of payment of  
fines imposed in connection  
with the withholding of  
wages from native  
employees, <sup>eight</sup> ~~four~~ children  
have been left destitute  
in the Colony.

copy to Kenya (C)

2. Temporary arrangements  
have been made for the  
maintenance of the five  
girl children at government  
expense, while the three  
boys are being provided for  
by the League of Mercy  
pending a final decision  
regarding their disposal.  
It will be understood that

FURTHER ACTION.

these arrangements

cannot be continued

indefinitely. I am

accordingly to enquire

~~whether the~~  
~~relatives are prepared~~

to provide funds for your

Children's maintenance.

what steps you  
propose to take

L. B. F.

(Signed) L. B. FREESTON

AIR MAIL

KENYA

No. 446



13  
1  
GOVERNMENT HOUSE  
NAIROBI  
KENYA

RECEIVED

27.4  
26 OCT 1934

C. O. REGY

27.4 SEPTEMBER, 1934.

Sir,

*Amund (1)*

I have the honour to inform you that, as the result of one Mrs. George Stuart Watt, whose husband is absent from the Colony, being committed to prison for a total of approximately seven months in default of payment of fines imposed in connection with the withholding of wages from native employees, her eight children, five of whom are girls between nine and four years old and the remainder boys between the ages of fifteen and ten, have been left destitute.

Temporary arrangements have been made for the maintenance of the five girl children at Government expense, while the three boys are being provided for by the League of Mercy pending a final decision regarding their disposal.

2. As far as is known the family have no property in this Colony, but it is understood Mr. Stuart Watt recently proceeded to the United Kingdom to endeavour to procure financial assistance for the development of a leased farm.

Mr. Stuart Watt's present address is understood to be:-

"Kilimanjaro"

Kilmehanogue,

Co. Wicklow,

Irish Free State,

/and it

THE RIGHT HONOURABLE  
MAJOR SIR PHILIP CULLIFFE-LISTER, P.C., G.B.E., M.C., M.P.,  
SECRETARY OF STATE FOR THE COLONIES,  
DOWNING STREET  
LONDON, S.W.1.

14  
END

and it would be appreciated if you would communicate with him through his Irish address with a view to ascertaining if he is in a position to provide funds for his childrens' maintenance, or whether there are any relatives of the family at the Irish address who would be prepared to assist.

I have the honour to be,

Sir,

Your most obedient,  
humble servant,

Adm. Wade

GOVERNOR'S DEPUTY.