

1928

Kenya

No. *15022*

SUBJECT

CO 533/374

*Pay and allowances etc. of
the Gibraltar Boundary Comm.*

Previous

x 10243/27

Subsequent

1 Capt. Eskine _____ 10 Jan 1928
Submits, for consideration, statement regarding
conditions of service

2 Col King _____ 12 Jan 1928
DESTROYED UNDER STATUTE
Reports arrival and addresses of the Col King,
Capt. Wm. Clifford and Capt. C.H. Eskine.

Please see No 1. Have you any
comments to make on Capt Eskine's letter
or anything to add to his statement of the
case?

You will see that the only outstanding
point is about his leave.

L. W. H. _____
13.1.28.

3 Mr. W. H. _____

When engaging this officer, I had no
proper conception of the responsible duties I would
have to ask him to perform. There is no doubt
that in computing his salary I grossly
underestimated the value that his services
would be to me.

Unfortunatly, I am out of any direct
consideration at the time, though I know that
this matter will require arrangement of labor.
I must strongly recommend for all reasons,
that Capt Eskine should be granted the
same leave conditions as those granted to
Capt. Coffey & myself.

13.1.28.

L. W. H. _____
13.1.28.

I take it that we should refer
the travelling allowance to the
as you propose - your minute of 6.1.28
on 10243/27.

As regards the leave for 1st Lt. _____

This is virtually an appeal, and I think it well to send it on at this stage.

Captain Erskine was picked out locally and the terms of employment were not so clearly defined as in the case of the officers sent from here. We are at a disadvantage in dealing with the matter as we have got the work out of him already (and very valuable work too), and it is a little unpleasant to have to turn him down on any point.

It is proposed to ask the Treasury to give him a concession on one point (income tax and gratuity) which is of much greater value to him than the concession as regards leave which it is proposed to refuse. The Boundary Commission, through the fault of the Italians, has cost far more than was anticipated, and we ^{may} ~~shall~~ _{estimated} have a supplementary _{to} face in a few weeks. I do not think that there is the slightest chance of the Treasury approving both concessions, and I therefore agree that we should take action as in the draft.

And I should like to be able to explain to Colonel King for Captain Erskine's information that, if the question of leave had been the only point, we should have been more ready to take up the case on his behalf, but that as we are certain that there is no chance of getting both we have aimed at the concession which is of most value to him.

W.C.S.
23.1.28

In Boundary office

I have passed the letter to the Treasury; but as it is an appeal you will like to see

J.H.L.

25.1.28.

W.C.S. 25.1.28

- 3 To Treasury ¹⁹²⁸ cons. 28 JAN 1928 ~~con 10/17/27~~
- 4 Lt Col. King 25 Jan 28
Two confidential reports on members of Jubaland Boundary Commission.
- 5 Capt. Erskine 27 Jan 28
Submits views on question of his leave, pay and return passage to Africa.

See Sec 34

Taking the paragraphs of Captain Erskine's letter (No.5) serials.

1. Payment of Salary to 31 December 1927 has appeared in Col. King's final account.
2. Salary for January, 1928 has just been issued to his bankers.
3. He first came on pay on and from 29 June 1925 when he travelled up to join the Commission, which he did on 1 July, 1925. Accordingly, his African service for leave runs from 1 July 1925 to 6 April 1927, when he left Mombasa for Italy. Total qualifying service 21 months, which at 5 days per month

month - 63 days. From 6 April to 25 April 1927.
on passage: no leave. Left Florence 18 Dec
1927. Arrived in England 2 January, 1928.

Deduct 2 days for direct journey: balance 14 days'
leave (C.O. letter 3/12/27). Service in United Kingdom (10001/27 Kenya)

Kingdom 2 January - 6 February, 1928 no leave.
Balance of leave due (63-14) 49 days, i.e. to 26 Mch. '28.

If further 40 days sanctioned, leave will finally end
5 May 1928. He is entitled to pay on voyage if he elects
to return to Bombasa (C.O. letter 5/10/28 to King), (6744/28)

of travelling expenses Florence to United Kingdom as
he may prefer. As he has to come to England on duty
the stipulation for a passage to Bombay may
be held to have been kept alive.

No question.
Debit with above. (We could not in any case give
him passage money but would book him in the usual
way)

Any arrangements he may make to visit the Sudan
Government would be responsible for return leave
or for pay from Treasury. Commission funds should
be joint engagement. He will naturally receive
Sudan pay on voyage out.

Incorrect. The old argument over again. Financial
instructions have no bearing. He was, I believe, made
an Assistant Commissioner at Florence to give him neces-
sary status to sign orders. The claim has
received the fullest investigation and is untenable.

He was not on leave but received full pay
at Tropical African rate for service at Florence, in
itself a *(C.O. letter 8 Sept. '26)* (6744/26)

He was not on leave and we are paying him at Tropical
Africa rate for service in England, without specific
authority of Treasury.

Is he now looking for a subsistence allowance as well?
He was aware of terms of employment in Florence before
leaving

leaving Africa (C.O. letter 5/10/28 to King). I
doubt if it would be justifiable to give him subsistence
allowance for Florence in view of his having received
full Tropical African rate of pay during his stay there.

We shall have to write to him when we get
Treasury reply as to the leave recommendation, when we
can answer this letter. Meanwhile our acknowledg-
ment will suffice.

M. J. Drayson
3 Feb 28

*Let us might say that the Top of is in
accord with the Frax we report to his case
that a further letter might send them as
Bombasa may be possible.*

*we should refer the travelling
allowance to the King & tell him that
that is very doubtful.*

To Siskine (nos and) 9 Feb 1928

To Genl. A. J. Pitt Rivers

*Address of Col. King about his time whilst
on leave.*

*Room 3 notified
main office
copy to kept
on file*

*Noted in copy Dept 3 Part by.
As to Home Commission these reports on
Capt Clifford + the 3 above can be
sent to W.O. when writing as to
Termination*

Termination of leave of Col King +
 Capt Clifford, which must wait
 until we get Treasury reply to
 No. 3. In the meantime wait
 by
 W & Dec 1872/28

Capt Clifford 15th Feb 28
 Proceeding on leave address

10 Treasury 14 Feb 28
 Sanction payment of gratuity of 1000 to all
 cases of soldiers' gratuity who are not
 covered by the present regulations and
 will provide for the payment of the same

to Dragoon
 I am not clear as to the effect
 of the decision in regard to the fact
 that the regulations refer to the
 fact of the soldier's service.

The arrangements now proposed would
 give Col King 161 days leave in lieu of
 160 days due for Africa service. The arrangements
 outlined in the financial memorandum for service in Florence
 + 200, including the additional 40 days
 proposed in the letter to Treasury dated
 28 Dec - In the case of Capt Clifford
 the analogous figures are 163 in
 lieu of 130 for Africa service to 190

not in
 etc Dept
 21/1/28
 not in
 etc Dept
 21/1/28

and 170 in all both regard to Capt
 Eosline the number of days admissible
 for African service as governed by
 the regulations as amended by
 the African regulations of 1863 allowing
 40 days for Florence a total of
 103 is arrived at - The application
 of the Treasury proposal to his
 case would give him 153 days in
 all -

Subject to confirmation as
 to the eligibility of Col King for the
 leave of Command Pay for the
 full period of leave now proposed
 instead of for 61 days only as
 laid down in para 169 R. Warant
 for Pay
 (1878) - estimate the total
 cost following into 1878 and improve
 1100

It is now for the Dept to
 say whether the proposal is
 acceptable in the case of Col King
 + Capt Clifford inasmuch as the
 benefit accruing to these two
 officers is negligible in comparison
 with the benefits paid to Treasury
 as to Capt Eosline, these officers
 will reap substantial benefit
 + the adoption of the proposal in
 his case should remove his
 grievances

to 7
 liberty 371
 Capt W
 1872/28
 203
 231
 4810

as he leaves. He is however due to embark for Smaliland shortly in which case leave pay will be payable up to the date of embarkation or at latest date of arrival in Smaliland.

W.G. Dr.

23/2/28

I think you can agree as regards Colking & Capt. Clifford since ordinarily they are only entitled to leave for African service and the proposal in respect of Florence was in the nature of a concession. In any case, Colking's health may make it necessary for him to have his leave extended, and the amount given Capt. Clifford another 13 days.

The boundary commission leave is set out in para. 5 of our letter to Treasury.

The sum now to meet Capt. Clarke on the same plan will doubtless be forthcoming and I am completely satisfied with the proposal to Smaliland. I am that he will have to see the benefit of that concession at any rate from the date on which he comes on to full pay.

The point is that the Government are under no obligation to meet any expenditure which may be incurred in connection with the 1928 estimate.

W.G. Drayson
23.2.28

the strength of the army, etc. before this reference

I have discussed this with Mr. Allen and Mr. Drayson, & I agree generally. As regards Captain Erskine, I have spoken semi-officially to Mr. Cuthbertson, who is inclined to agree to the proposal that Captain Erskine should be allowed to commute the balance of his leave for a fixed sum. He asked me, however, to put it up in writing to the Treasury, as he is not in a position to answer this himself off-hand. Draft attached, which has been seen by Mr. Mächtig before sending off. Otherwise as proposed.

Mr. W. Drayson tells me that Capt. Clifford has declined the Smaliland offer, he has stopped action at Treasury on the 15th inst. in (workbook) com.

W.G.D.
27.2.28

We had better send Mr. King a letter of authority to be re-examined & tell him to get himself re-examined about a fortnight before the end of his leave. And I suppose we should also tell W.D. what is the position as regards the military members of the Com - to the army.

W.G. Drayson
27.2.28

notes in also - Sept.

- 1. To King (no. 6000, 1/11/28)
- 2. To Clifford (no. 6000)
- 3. To W.D. (no. 15037/28)

12-MAR-1928

Entirely approved

W.G. Drayson
23.2.28

and mention of Erskine's leave dealt with without fail

14. To Mr. Erskine by Treasury — 21.2.28

Dear Sirs 2nd April 1928

(The command pay of Lt Col King, to
be restricted to ())

Mr. Gals
Mr. Dawson

Col King left Home on 15th December
1927 and arrived in M.K. on 2nd
January 1928, a period of 16 days,
of which two days were regarded
as transitional time + the
remaining 14 days as earned
leave command pay was
drawn during the whole of this
period and a further 47
days command pay during
leave is due to Col King i.e.
from 17th January (date of
commencement of base in M.K.) to
28th March 1928 inclusive

I have noted ~~as above~~
→ Public

Approved
17/4/28
100%

M. D. Wallace
17/4/28

16 Lt Col King 27th April 28
Respects extension of leave until August 7th.

Dear Sirs

This is for you to consider.

I do not know what we could do to meet
him. I do not see how we can (that he is spending)

I mean from
Col King's
substantive rank
local pay rates
for Army Lt.

his leave so far from the M.A. Of course, if his
private doctor reported that he was unfit to
travel to see the ... and with the ...
an extension ...
not the maximum period allowable under
the regulations was not exceeded.

Approved
17/5/28

The Colonial Office is liable
for the pay of Col King up to and
including the date prior to reversion to
military duty. Before the War Office
will take him back he must be
examined and passed fit by a
properly constituted Army Medical
Board, apart from any further
examination by the Medical Adviser
to the Colonial Office. If he fails
to pass the Board, sick leave will
have to be granted for a greater or
lesser term as recommended by the
Board and Col Office liability for
Col King's pay (at Army rates proper
to his substantive rank) will extend
to the period of ...
The
position therefore is that Col King must
either be boarded by the Army Authorities

in time to permit of his return to
War Office establishment on 7th
July & grants further leave.
The leave he is now enjoying
in respect of his service with
the Commission has been assessed
in accordance with Army regulations.
The further leave is therefore due
on this account and any extension
would have to be in the
nature of sick leave. The
maximum sick leave admissible
in special cases is 18 months
(see para 37 Royal Warrant for
Regts of the Army (1926))

I have been over to the
War Office and made semi-
official enquiries and am advised
that in certain circumstances
the certificate of a local medical
attendant abroad is occasionally
accepted, more particularly in
reference to officers undergoing
surgical treatment in hospitals.
Particular weight is however placed
on the recent medical history of
the case and on the report &
recommendations of the last medical
board.

It might perhaps be as well
in the first place to send a copy of
Col King's letter to the Home Secretary
letter of 17 January last (H.M.S. 15057)
and enquire whether he can express
an opinion ^{as to whether} further leave ^{will be}
warranted ^{assuming that the medical condition is such that}
the case is one in which
the period of time between his
examination in January & the proposed
examination in June is likely to
prove too short for a ^{such} complete
recovery and that ^{whilst} there is a reasonable
probability that Col King will
ultimately be fit to return to duty.

We can later ask Col King to
furnish a medical certificate as
to his general condition and fitness
for a journey to London towards
the end of June if such is the
case. Any inconvenience arising
out of residence in Sweden appears
to be a matter for Col King and not
for the Colonial Office.

War Office will require to
be informed of any sick leave which
may be granted ^{refer to 13 on file}
W.O. Sec 10000-1629

The report said that
the prognosis was
"good" (see)

This can be
considered when
next Dr
Storn's visit.
J.M.P.

I believe he is
married to a
Swedish lady
J.M.P.

I would not send Collier's letter to
you. The substance of his report
shows that he does, in fact,
as I had feared & wishes to
present himself for medical exam. to you.

J.H. Horn

10/5/28

Dr. Horn - But did he
include in his report whether there
is any special reason to include
this enquiry, as I do not see
how Dr. Horn can tell anything
to his medical report as to
ultimate fitness of Col. King
for duty at any rate without
further exam. or test.

ultimate
of the decision
of the board

11 To Mr. C. (Horn) con
(and exam of Col. King) } 16 MAY 1928

18 Medical Adviser (A.E. Horn) ----- 16th May 1928
"No objection to postponing a further medical
examination until August or later."

Dr. Horn
Mr. Allen

The transcript to Horn to
point out that Col. King will
in any case be wanted back
in Africa, as this letter assumes,
but Dr. Horn thinks that it is

... that it is difficult to see how he could be put
in any sort of duty, in the event of a
made deep practical difference at the moment.

Dr. Horn told me that he would
much prefer to leave any definite decision
on Col. King's future until later and
his letter now definitely says that

"under any circumstances, he will not be fit for
duty as far as next." I think, therefore,

that there is a clear case for an
increase in his salary on medical grounds

for an award for disability, and a
subsidy with medical expenses.

Family is the usual and most reasonable
of the kind for Col. King's family doctor.

... to you ...

W.C. ...
22.5.28

Mr. Drayson
23.5.28

worked in
as kept
20/4/28

J.H. Horn
25/5/28

President Clark 19 To Lt. Col. King (16 annis)
(Chairman of the Board) } 25 MAY 1928

From Lt Col King
(Engineering & Cavalry)

Mr. Bennett
Recd
1.6.28
at home

22 To Lt Col King, Tel (airmail) 7 June 28
DESTROYED UNDER STATUTE

23 To Lt Col King (S.O. for airmail) 7 June 28
DESTROYED UNDER STATUTE

24 War Office 28.7.1928
Reports Capt Clifford restored to British
Service as from 2nd June 1928

Mr. Bennett

2000
This can be sent by

7/2

Yes. I am sending a last reply
to you in reply to
W.D. King
7.7.28

W.D. King

9/7

at home

Mr. Sub

B. p. for opinion as to Lt Col King's
medical examination

W.D. King
20.7.28

W.D. King
20.7.28

25 Lt Col L. V. S. King
JAN. 1928

26 Lt Col King (Prout)
Will be fit for military duty at end of leave
(6.8.28) provided it is of a light nature.
Facts certified from the Swedish doctor.

27 Lt Col King
DESTROYED UNDER STATUTE
(Home Address)

Nevertheless we can now work two
ways that our Committee (Prout) has
has reported that (Lt. King) is fit for
military duty on the expiration of
his leave provided that that duty
is of a light nature that we understand
that all arrangements have already
been made for (Lt King) to begin duty
on these conditions at the W.O. & that
it is assumed that he will revert to
Army pay with effect from 7 Aug.
inclusive.

(Lt King) has been informed
that his pay will be drafted so as to
get in any financial arrangements
necessary.
J. S. Seal
9.8.28

W.D. King (Prout) 26.7.28
translation (This can be done later)

W.D. King
20.7.28
W.D. King
11.8.28

27 - to hoo

28 - Lieutenant Col King (with statement)

29 - Lt Col King (22 Aug 1928)
regarding allowances
As to Col King's letter of 13 August - He off J.O. reply thereon. I must say that I think some explanation wld. have been permitted of the change in the pay etc. I think that if there is any similar case in future - we shall remember to include such explanation

accf
21.9.28

30 - To Lt. Col. King (80). 22 Aug 1928 (allowances)

31 - To G.P. (Hunt) - encl to 26 (31) 23 AUG 1928 returned

Kenya has not yet replied to No 7 regarding Capt. Cook's allowance

? remand. L.J.
Allford
29.8.28

G. Easton
at mae

fm

See below

War Office 31 August 1928
Request copy of CP's report on his present examination of Lt Col King
DESTROYED UNDER STATUTE

This is different to the case in which the report was given of a report - Lt Col King was sent for some on the Commission & has now returned to Army service so that I presume there is no objection to sending a copy of 26 to hoo & hoo? They do perhaps be asked to treat it a Confidential -

G. Easton

4/9

I have spoken to Mr Fiddian who agrees that it is proper that the W.O. should have this (of the KAR & RWAFF)

J. Griffin
4.9.28

Send it (with copy sent to Col Hunt etc.)

H. Allen

5/9 above

32 - to hoo (32 encl. w. copy of 26) 10 SEP 1928
DESTROYED UNDER STATUTE

34 - to G.P. (Hunt) - encl to 26 (31) 23 AUG 1928 returned

note

The last [unclear] [unclear] [unclear]
no [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]

Note

para 3 of [unclear] [unclear] no 467 of 27 Aug
(No. 18 on Ac 5 file 448 III) [unclear]
a separate reply to no 7. [unclear]
[unclear] Capt. [unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]

35
DESTROYED UNDER STATUTE

War Office 16 Oct. 1928
Reports col. King brought a bag from Army
found from W.O. from 7 Aug. 1928.

This can be put by

[unclear]
[unclear]

His [unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]

[unclear]
[unclear]
[unclear]
[unclear]
[unclear]

No reply has yet been received to

No 21 [unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]

Ref to [unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]

[unclear]

[unclear]
[unclear] 20 FEB 1928

To Gen. 121 - [unclear]
Answers 18 on Accts No 117 & 118
[unclear] [unclear] [unclear] [unclear]

Since no reply to No. 26

[unclear]

27. 8. 28

[unclear]

Have they replied on [unclear]

[unclear] [unclear] [unclear] [unclear]

[unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]

[unclear]

26/8

Let on our [unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]

31/12
31.8.29
Reminds to be

Mr. Bluff
New no. [unclear]

Corrected
I am presuming that the
letter could not come up in any
of the files that we meet
therefore your raised really
press for an answer

J. Allen
9/1/30

Mr. Allen,

Quite correct. We have no interest
in the matter which is solely one for Kenya
(It seems that Kenya fails to reply to
my 9th Sept. despatch about the Boundary Commission
on another paper we have at least been com-
pelled to act without waiting for a reply)

M. J. D. Lyons
9.1.30

Reconsider I think an s-o from
the [unclear] to the [unclear] &
[unclear] [unclear] [unclear] [unclear]
to [unclear] [unclear]

J. Allen
11/1/30

23/5/30
14
To [unclear] [unclear] [unclear] [unclear]
25 JUN 1930
Mr. [unclear] [unclear] [unclear] [unclear] 30th May 30.
Unable to [unclear] the [unclear] of travelling
allowance [unclear] [unclear]

I understand the delay
was due to an enthusiast was
taking files home to deal with and
is not returning them - if the
two copies [unclear] [unclear] as the
none remain!

As I do not [unclear]
left to [unclear] a further [unclear] [unclear]
seems a little ahead to say
"No" after the lapse of time,
seeing that he has not reacted
to the matter.

? put J
J. Allen

4/6/30

Kenya [unclear] [unclear]
[unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]
5/6/30

recd
[unclear] [unclear]
[unclear] [unclear]

KENYA

No. 271



GOVERNMENT HOUSE
NAIROBI.

RECEIVED
- 2 JUN 1930
COL. OFFICE

6 MAY 1930

My Lord,

With reference to Mr. Amery's despatch No. 121 of the 11th February, 1928, on the subject of representations made by Captain E.N. Erskine, M.C., who was employed as Political Officer with the Anglo-Italian (Jubaland) Boundary Commission in 1925, to the effect that he should be paid a consolidated travelling allowance in respect of his service in Africa with the Commission, I have the honour to express my regret at the delay in replying to this and subsequent despatches on the subject.

2. I regret that I am unable to recommend the grant of travelling allowance to Captain Erskine, who accepted the post offered to him in 1925 and was cognisant at the time that his sole emoluments would be £700 per annum. Moreover I am unable to agree that a salary of £700 per annum, even if the Lords Commissioners of the Treasury have decided that income-tax must be deducted, was not adequate remuneration for the duties which had to be performed by Captain Erskine as Political Officer and Interpreter to the British members of the Commission.

I have the honour to be,
My Lord,
Your Lordship's most obedient, humble
servant,

Am. Williams
for GOVERNOR.

THE RIGHT HONOURABLE LORD PASSFIELD, P.C.,
SECRETARY OF STATE FOR THE COLONIES,
DOWLING STREET,
LONDON, S.W. 1

16

C. D.

Mr. Clapp 20-1-32

Mr. Allen 20/1

Mr. [unclear] [unclear]

Mr. Bottomley

Mr. [unclear]

Mr. [unclear]

Permit [unclear]

Party [unclear]

Secretary of State

C.D. Dept to [unclear] 38



am 39

DRAFT

23 January 1928

H. Mr. H. Moore Esq.

My dear Moore

May I draw your attention to Mr. [unclear] Ormsby Gore's despatch, No: 121 of the 11th February 1928, about the allowance payable to Captain E. V. [unclear] in connection with the [unclear] Boarding Commission.

No: 7

In reply of [unclear]

to former Chief of ...
31 to ...
the 27 Aug 1929

Official ...
Dispatches No. 687 of
the 20th September, 1928

No. 34
No. 20

Dispatches No. 685 of
the 3rd August, 1929

No. 35
No. 20
No. 35
No. 20

do not think we are
unreasonable in pressing
for an answer. After ...

ready to ...
I shall be grateful if
you will ...

do something ...
I shall be grateful if
you will ...

And this reminds me that
Keweenaw has rather a ...
not ...
for ...
at ...

C. O.
Mr. ...
Mr. ...
Mr. ...
Mr. ...
Mr. ...
Mr. ...
Secretary of State

DRAFT

that the procedure ...
not ...
2 ...
we ...
understand ...
the ...
the ...
letter ...
kind ...
correspond ...
I ...
instance ...
we ...
of the ...
the ...
Commission ...
upon ...
we ...
as ...

of our working definitely,
 with all our comm[un]ica-
 tions received with a
 blank silence. I know
 how overworked your
 secretariat is, but
 it would make for general
 satisfaction if some
 kind of interim reply
 could be sent when
 there is occasion to respond,
 if we have failed in the same
 direction, by all means
 full time, I will do my
 best to rectify matters;
 but, you need not include
 much detail in your
 fax, as that disp. is not
 being replied to, as we do
 not intend at the time to be returned.

did I not
 then let
 possible
 to send a
 final reply.

from secretary
 (signed) A. C. G. PARKINSON

X. 15022 Kenya

16
30

- Mr. Boyse 21.8
- Mr. Parkinson
- Mr.
- Mr. Bellamy
- Mr. E. Harding
- Six J. Shuckburgh
- Sir G. Grindle
- Sir C. Davis
- Sir S. Wilson
- Mr. Ormsby-Core
- Lord Lovat
- Mr. Amery

Qto. for Mr. Parkinson's sig

Downing Street
 22 August, 1928.

Dear King,

I referred your letter of the

17th inst. to the Colonial Office
 Accounts Dept. and enquired as to

the non-issue during sick leave of one
 half of the consolidated allowance

formerly due to you. The
 Accounts Dept. state that when an Army

Officer who has been recommended for
 service with the Colonial Office has

exhausted the leave which he has earned
 by reason of his service, it is the

usual practice of the Colonial Office
 to make any further issues at the

normal Army rates of pay based on Army
 service and rank. In these circumstances

you ceased to be eligible for the
 consolidated allowance with effect from

DRAFT.

Lt. Col. L.N.F.I. King,
 C.B.E., R.E.
 The National Section
 General Staff,
 War Office.

A.C.G. Parkinson
 Secretary

No 146 9/28
 No 202 on 6/28

17th July, the day following the expiration
of the leave actually granted to you as
stated in the letter from this Department
of the 12th March. I am sorry that

reference was not made to this when the letter
of the 13th August was sent to you, as
you could not be expected to understand the
position without some explanation.

The ration allowance, which has already been
paid, was issued in accordance with the arrangement
which I have explained above and no certificate was
needed in respect of that.

however
I understand that it was assumed ~~that you~~
furnish,
~~that you~~ were not eligible for the fuel

allowances. Of course, if you can
produce a law then, they will be issued at once; but

it is necessary first for you to furnish a
as enclosed,
certificate in accordance with the terms of para. 96 ^(a)

of the Allowance Regulations, as the payment for
each period, to be supported by such a certificate.

the necessary
Can you let me have a certificate which will ensure
payment of the allowances to be made. If so, I will
pass it on to the Accounts Dept - or better still, you

may send it direct to the Colonial Office Accountant
at

120
Mr. [unclear]
Mr.
Mr.
Mr. Bottley
Mr. E. J. Harding
Sir J. Shuckburgh
Sir G. Grindle
Sir C. Davis
Sir S. Wilson
Mr. Ormsby-Gore
Lord Doot
Mr. [unclear]

DRAFT

...with ...
...hospital ...
...Peace Camp ...
...2 July to 6 August
...lodgings were
...necessarily retained
...next paid for them

Please reply to
Officer in charge

GEOGRAPHICAL SECTION

GENERAL STAFF

THE WAR OFFICE

WHITEHALL, S.W.1

17th August, 1928.

Dear Parkinson,

I have received G.O. letter No. 15022/28 of 15th of August, signed by you, and relative to my return to Army employment and certain financial matters. It is on these last matters that I wish to write a word or two.

I see that the pay for my last month of leave has been altered appreciably, presumably owing to the fact that the extra leave was granted owing to illness. My consolidated allowance of 4d daily has been cut out and replaced by a ration allowance of 1/7, without any reference being made in your letter. I should be glad to know of the special regulation under which the change has been made.

It would appear to me that either I should receive the full allowance of my contract, or anyway that fuel and light and lodging allowance should be added to the ration allowance.

Yours sincerely,

L. R. King

A.C.C. Parkinson, Esq.,
Colonial Office,
Downing Street.

File No. 15022/28 17

28

- Mr. ...
- Mr. ...
- Mr. Allen ...
- Mr. ...
- Mr. E. V. Harding
- Sir J. Shackburgh
- Sir G. Grindle
- Sir O. Davis
- Sir E. Wilson
- Mr. Ormsby Gore
- Lord Lovat
- Mr. Amery

No. 29

(3) Dec. 1918

Bangalore

DRAFT

[19]

V. ...

Sir,

I have the pleasure to refer to your letter of 25 May 1918 regarding the extension of your leave on medical ground following service with the 4th Italian (Fusiliers) Boundary Commission. I am sorry to inform you that the consulting physician to the Dept of the ... has reported that ^{in his opinion} you are now fit for military service provided that your duties are of a light nature.

(2) It is understood that arrangements have already been made for you to resume duty ^{you actually} from 1st June 1918. The ... was open on the 7th instant and the Dept has accordingly ...

Also ...

...

has requested to confirm
 your instructions to the
 Dept. of the Treasury
 (1) I am glad to take this opportunity to acknowledge the receipt of your application for release for the month of July and to inform you that a check for \$100.00 has been forwarded to you and a statement of the same in the statement of assets has been forwarded to you from the Dept. of the Treasury, dated July 10th August, 1948.

As the same has been forwarded to your bank, I have also advised your bank of the same and a check for the same will be issued to your bank in due course.

Sincerely,
 A. C. G. PARKINSON

1502278 Large 21

- Mr. Tolson
- Mr. E. A. Tamm
- Mr. Clegg
- Mr. Glavin
- Mr. Ladd
- Mr. Nichols
- Mr. Rosen
- Mr. Tracy
- Mr. Carson
- Mr. Egan
- Mr. Gurnea
- Mr. Harbo
- Mr. Hendon
- Mr. Pennington
- Mr. Quinn
- Mr. Nease
- Miss Gandy

G. D.
 15 AUG
 1948

DRAFT
 Cas [20]
 J. M. Nichols

With reference to the letter from the Dept. of the Treasury (1502278) regarding the application for release for the month of July, I have advised your bank of the same and a check for the same will be issued to your bank in due course. I have also advised your bank of the same and a check for the same will be issued to your bank in due course.

copy

was made for lieutenant-colonel King actually received
to ~~be paid~~ ^{be paid} duty as the

was open (and it is therefore
assumed that he will be
brought on pay from being
furloughed after from after
~~that date~~ inclusive

on the 7 August
the day following
that on which
his extended
leave expired

(2) ~~in order to~~
On receipt of an intimation
that lieutenant-colonel King has
been seconded to the Imperial
Telegraph, a last pay
certificate will be issued
to his agents.

I am etc.

(Signed) A. D. C. PARKINSON.

RECEIVED
-9 AUG 1928
COL. OFFICE

7th August 1928

Sir,

Lieutenant Colonel L.N.F.F. King, O.B.E., R.E. late Senior British Member of the Anglo-Italian (Subsidiary) Boundary Commission presented himself for re-examination to-day.

You will recall that a diagnosis of the early stages of Paralysis Agitans was made, but since that time he has been in Sweden. The condition there was considered to be due to Chronic Encephalitis Lethargica. A certificate from the Swedish Doctor is attached for perusal and return.

Judging from the Medical Notes I should say that Colonel King's condition has quite definitely improved, although there are still present some symptoms of Neurasthenia, and possibly the diagnosis of Paralysis Agitans may still be entertained.

The prognosis as to complete recovery is doubtful, but such a degree of improvement has taken place as to enable us to state that in my opinion, he will be fit for military duty at the end of his leave on the 6th August, providing that that duty is of a light nature. Colonel King informs me that he has been in personal communication with the War Office, and that arrangements have been made that he should resume duty on those conditions.

I am,

Sir,

Your obedient Servant,

M.A. Pout

The Under Secretary of State.
Colonial Office.
B.W. I.

28 AUG 1928
10 SEP 1928
Copy W.O.

TRANSLATION

Colonel L. N. King has been treated in
Allmänna Sjukhuset Hospital, Gothenburg (Sweden),
Medical Department, for encephalitis serena chronica.
He has been treated first with neptine and later with
vijochin (?) and, in my opinion, has improved. When
occasion offers, I consider that another vijochin
treatment would be to his benefit.

To 23

RECEIVED
3 JUL
1951

Mr. Seck 30
Mr. Partridge 30
Mr. [unclear]

XITDZ 1/28 Monday

Mr. [unclear]
Mr. [unclear]
Mr. [unclear]
Mr. [unclear]
Mr. [unclear]
Mr. [unclear]
Mr. [unclear]
Mr. [unclear]
Mr. [unclear]
Mr. [unclear]

Copy

Dear Mr. King

DRAFT

W/C. N. F. I. King, OBC. RE

(Go Fri Stack
M handagatan 73
Göteborg
Sweden)

With reference
to my letter of the 7
June, to the official
letter dated the 25 May
of which I enclosed a
copy, the time has
arrived to remind you
that you are due for
an examination by
the Consulting Physician
to the Naval Office
and I am enclosing the
necessary letter.

Authority for exam
(2 months)

authority for re-examination

forwarded I hope to be able to arrange to see the Controller of Pensions early in August. As

We do not seem to have received any report on your medical

treatment in Sweden. It would be glad if you would so as should arrange

to take one with you when you go for re-examination.

I trust that the report will be a favorable one & that you have obtained the maximum benefit from your leave

Yours sincerely

18 signed a

Handwritten notes and signatures at the top of the right page.

- Mr. Tolson
- Mr. E. A. Tamm
- Mr. Clegg
- Mr. Glavin
- Mr. Ladd
- Mr. Nichols
- Mr. Rosen
- Mr. Tracy
- Mr. Carson
- Mr. Egan
- Mr. Gurnea
- Mr. Hendon
- Mr. Pennington
- Mr. Quinn
- Mr. Nease
- Miss Gandy

DRAFT

Kaid (Mand)
 L. N. F. King
 O. H. E. Y. C.
 90. The Stack
 Eklandagan 13
 Golden Bell
 Sweden

Dear Colonel King,
 I have just received your letter of the 7th June & I have had a real sur-prise to you as follows -

Letter sent 25 May extending leave for one month from 7 July. This follows. I enclose a copy of an official letter of the 27th May which would have been

Handwritten signature and notes at the bottom of the right page.

carried in the post.

I am so sorry that you
are here when left in
doubt as to the existence of
peace, but I am afraid
that ~~you~~ you
is to blame in this case.

~~I~~ I hope that your
treatment in hospital
will prove entirely successful
& that you will be able
to send us a good report
of your health soon.

I had an interesting
talk with Clifford the other
day; he thought round the
draft of the paper which he
was going to read at the
Royal Geographical Society.

Yours sincerely
A.C.C.

P.S. I return the cheque as in
the draft the telegram has
sent at Govt. expense.

A.C.C.

20

No. 1000 Slack

W. Landegaten 13

4th Floor, Sankens

27th April 1908

Dear Sirs,

This letter bears reference to my leave & I shall be glad if you can help me over rather a difficult state. C.O. letter No. 15022/28 of 12th March, tells me to join up at the W.O. on 7th July, but had not allowed myself for medical examination at the hands of the C.O. medical adviser not later than 16th June in order that his medical report may be considered before the issue of my leave.

Now, although my health is improved, a complete recovery will be a matter of very many months, and I do not anticipate even by July 7th I shall be capable of any great sustained effort.

Again, and with all due deference to the faculty, I do think that I can judge of my own nervous condition better than they. When it comes to a question of work. Moreover, it is my wish to remain here in Sweden with my family for the full period of my leave, & the prospect of an expensive interruption caused by a visit to London for medical examination, looms up most unpleasantly before me. May it be noted that my leave up to date has not been unalloyed pleasure as I have had to wage a constant war against my malady.

In view of the above, it would be a very grateful action on the part of the C.O. if they were here and now to grant me an extension of leave till Aug 7th.

only a day or two before I report to
military duties, as once in England
I cannot afford to rejoin my wife & children
(who must remain in Sweden) if the remainder
of my leave.

The extra months leave, for which I asked
in my letter, under reference, would by all
means be acceptable to me under the conditions
that have developed.

Yours sincerely,

L. N. Kinnery

(Lt. Col. R.E., Senior Port Commission Surgeon
Ireland Boarding Commission)

25. I learned your name from one who did
not give me the initials. Apologies.

Please fill in your name correctly on cheques.

D.D.

- Parkinson Coy.,
1/c. East Africa Department,
Colonial Office,
London, S.W.1.

X 15022/28

30
20

Mr. C. G. ...
Mr. Allen ...

- Mr. Bottomley
- Mr. B. J. Harding
- Mr. J. ...
- Mr. G. Grindle
- Mr. O. Davis
- Sir S. Wilson
- Mr. Grenby-Gore
- Lord Lovat
- Mr. Amery

DRAFT

V.S. ...
War Office

28/5

Sir

With reference to the letter from the Dept 15022/28 of the 12th March, I am so to state for the information of the Army Council that Lt. Col. L. N. H. King, O.B.E., Royal Engineers, late senior District Member of the Jubaland Boundary Commission has been granted an extension of his leave on medical grounds for one month from the 7th July in despatch and will be resumed by the War Office on the 1st August.

Yours faithfully,
SIR BRUCE G. PARKINSON

X15022/28

3/19

25 May 1918

Mr. *Edward...*
Mr. *...*
Mr. *...*
Mr. *...*

- Mr. Bottomley
- Mr. B. J. Hoyle
- Mr. J. Shuckburgh
- Sir G. Urquhart
- Sir D. Davis
- Sir S. Wilson
- Mr. Ormsby-Gore
- Lord Leat
- Mr. Amery



DRAFT

St. Col. King MC, RE

Copy to Col. King (ad) 7 June 1918

Sir

In further reply to your official letter of the 29 April I am so to inform you that your leave on medical grounds will be extended/with a full salary for a period of one month from the 7 July under the *Medical Service Act*. You will be required to undergo an examination of the *Medical Service Act* Dept. early in August.

L am ~

(Signed) A. C. G. PARKINSON.

2 of 5

18
37

RECEIVED
19 MAY 1928
COL. OFFICE

18th May 1928.

Sir,

In reference to your letter 15022/28 of the 16th May, relating to Lieutenant Colonel D.N.F.I. King, C.B.E., R.E., Senior British Member of the Anglo-Italian (Jubaland) Boundary Commission, it is a matter of very grave doubt whether Colonel King will be, at any time, physically fit to resume his duties in Africa, in view of the nervous affection from which he is suffering.

Under any circumstances he will not be fit for duty in July next, and there can be no objection to postponing a further medical examination until August or later.

Yam,

Sir,

Your obedient Servant.

A. Horn

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

Ans. 1/2
18

2 Seal 15-26
10. Oiler 1/5

~~Mr. [unclear]~~ X 15022 (29) Kenia

Mr. [unclear] in [unclear] 1/5

- Mr. [unclear]
- Mr. [unclear]
- Mr. [unclear]
- Mr. [unclear]
- Mr. [unclear]
- Mr. [unclear]
- Mr. [unclear]
- Mr. [unclear]
- Mr. [unclear]
- Mr. [unclear]
- Mr. [unclear]

15022
29

Mr. [unclear]

For consideration
DRAFT

A.E. Horn in CHG (A.D.)
(In 15037)
(24)

I am glad to refer to your letter dated the 11th Jan 1978 reporting on the health of D. Daniel L.V.F. Regt. 506 CE Senior British Officer of the East Anglo-Nialan (Jubaland) Boundary Commission and to inform you that in accordance with your recommendations D. Daniel was informed that he would be required to present himself to you

50
Adm. Ch. 1928

R.

RECEIVED
-MAY 1928
COOL OFFICE

40. Kru Street
Ulundegatan 13
Göteborg, Sweden
27th April 1928

Dear Governor

The letter was referred to my leave and I shall be glad if you can help me over rather a difficult state

N^o 11

CO. letter No. 15022/28 of 12th March tells me to join up at 1500 on 7th July, but to be prepared myself for medical examination at the hands of the CO. Medical adviser at least three days in order that his report may be forwarded before the end of my leave.

MAY 1928

Now although my health is improved a complete recovery will be a matter of many many months and I do not anticipate that even by July 7th I shall be capable of any great sustained effort. Again, and with all due reference to the family, I do think that I am judge of my own nervous condition better than they, when it comes to a question of work. Moreover it is my wish to remain here in Sweden with my family for the full period of my leave, and the prospect of an expensive interruption could not well be

London for medical instruction looms up
not unpleasantly before me. My mother has
noted that my liver, up to date, has not been an
undulyg phenomenon as there has not been a constant
war against my mobility.

In view of the above I think I would like
very grateful action on the part of the CO if they can
kindly and ass't grant me an extension of leave till
Aug 7th. I am convinced that such a grant would
very greatly benefit my health, both in the present
and enjoyment thereof, and early intervention would
enable me to regulate my somewhat abnormal
domestic arrangements well in advance.

With many thanks for your kind help with the
retrospect and in anticipation

Yours sincerely,

L. N. Kings



TREASURY CHAMBERS,
WHITEHALL, S.W. 1

In reply
please quote Regd. No.

S. 25637/3

2nd April, 1928.

Dear Drayson,

Your letter of the 21st ultimo about the leave to be allowed to the officers lately attached to the Inland Boundary Commission.

It was not our intention that Colonel King should accumulate up to 183 days Command pay, in spite of Article 469 of the Pay Warrant.

We think these officers should follow Army rules and the omission of this particular restriction on the amount to be accumulated was an oversight and not intentional.

Yours sincerely,

M. J. Drayson, Esq., I.S.O.
Colonial Office,
Downing Street,
S.W. 1.

3
13

- Mr. Ives 3
- Mr. Drayson 8/3
- Mr. Wiseman 8/p
- Mr. B. J. Harding
- Mr. Strachey
- Sir J. Shuckburgh
- Sir G. Grindle
- Sir C. Davis
- Sir S. Wilson
- Mr. Ormsby-Gore
- Earl of Clarendon
- Mr. Amery

Downing Street,
13 March, 1928.

DRAFT

THE UNDER SECRETARY OF STATE
WAR OFFICE

Sir,

I am etc. to refer to the correspondence ending with the letter from this Department of the 22nd September 1928 No. 42142/28 regarding the ^{assignment} loan of the services of Lieutenant Colonel L. N. F. King, O.B.E., and Captain E. M. H. Clifford, M.C., of the Royal Engineers, for employment with the Anglo-Italian (Jubaland) Boundary Commission, and to state, for the information of the Army Council, that the work of the Commission has now been completed, and that these two officers have proceeded on leave earned in respect of their service therewith. The addresses of these officers are at present:

(1) Lt. Col. King, O.B.E., R.E.
c/o Stack
Eklundagatan 13,
Gothenburg,
Sweden.

(2) Captain Clifford,
3, rue Cornaille,
Paris, 6.

Treas
42142/28
Kenya

*Indicate Report
Authenticity*

2. I am to add that the leave which has been granted to Lieutenant Colonel King and Captain Clifford in respect of their services with the Boundary Commission is due to terminate on the 6th July and 23rd June, both dates inclusive, and to say that, subject to the fitness of Colonel King, these officers will be available for military duty with effect from 7th July and 24th June, 1928 respectively.

3. In this connection, I am to forward a copy of a report on Colonel King which has been furnished by the Medical Adviser to the Colonial Office, from which it will be seen that that officer on return to the United Kingdom in January last was suffering from Paralysis Agitans, and to state that arrangements are being made for Colonel King to be re-examined by the Medical Adviser about the middle of June next prior to the termination of his leave.

4. I am to take this opportunity to transmit herewith, ^{for the use of} ~~to be laid before~~ the Army Council, copies of the Confidential reports submitted by Colonel King on Captain Clifford and the three non-commissioned officers of the Jubaland Boundary Commission, ~~and to~~ ^{in respect of the} ~~transmit~~ ^{send of their attachment to}

add that the Army is conveying to Col King an expression of his appreciation of that officer's services as a British member of the Commission

LC

A WISEMAN.

- Mr. Ives *1/3*
- Mr. Drayson *8/3*
- Mr. Wetman *8/3*
- Mr. E. J. Harding
- Mr. Strickley
- Mr. J. Shindler
- Mr. G. G. G.
- Sir G. Davis
- Sir S. Wilson
- Mr. Ormsby
- Earl of Oxford
- Mr. Amery

SC

Downing Street,
12 March, 1928.

DRAFT

CAPTAIN E. H. M. CLIFFORD,
M.C., R.E.

Sir,

*[No. 9]
on that date*

I am etc. to refer to your letter of the 15th February reporting the completion of your duties in connection with the Anglo-Italian (Jubaland) Boundary Commission and to inform you that in respect of your service with the Commission you have been granted 143 days' leave in all which will terminate on the 23rd June next, and that the Army Council are being approached with a view to your restoration to the British Service with effect from the 24th June.

With regard to the leave which has not been granted to you, I am to explain that it has been decided after consultation with the Treasury, that you shall be granted leave with full pay on the Army scale of 61 days a year in respect of the whole of your effective service in Africa, Florence and London. Having regard to the 14 days' vacation taken by you

*For review
out here
3/12/28*

3 drafts.

between

between the date of departure from Florence and your arrival in London, a balance of 129 days leave remains due to you with effect from 16th February.

I am to add that the War Office have been informed that your address whilst on leave is 3, rue Cornille, Paris. You should accordingly advise the Department of any permanent change of address.

I am etc.

A. WISEMAN.

Mr. Aves
Mr. Dawson
W. P. ...

Mr. E. ...
Mr. Shackley
Sir J. Shackbarr
Sir G. ...
Sir G. ...
Sir S. Wilson

Mr. Ormsby-Gore
Earl of ...
Mr. Amery

RECEIVED
10

W. P. ...

Downing Street,

12 March, 1928.

DRAFT

Lt COL. N. F. KING, O.B.E., R.E.

Sir,

I am etc. to refer to your letter of the 10th February, reporting the completion of your duties in connection with the Anglo-Italian (Sudan) Boundary Commission, and to inform you that in respect of your service with the Commission you have been granted 161 days' leave of absence which will terminate on the 6th July next. Subject to your medical fitness, the Army Council are being informed that you will be available for military duty with effect from the 7th July.

2. I am to explain that in regard to your leave of absence it has, after consultation with the Treasury, that you shall be granted leave with full pay on the Army scale of 61 days a year in respect of the whole of your effective service in Africa, Florence and London. Having regard to the 14 days

vacation

3 drafts.

instead of your leave being calculated as 14 days averaged

with the Commission

[No. 8] out of date

vacation taken by you between date of ^{the} departure ^{you} from Florence and your arrival in London, a balance of 147 days' leave is due to you with effect from the 11th February, 1928. This will expire on 6th July next ~~as stated above~~.

I am to take this opportunity to enclose herewith a letter of authority for re-examination by the Medical Adviser to the Colonial Office, and to request that you will make the necessary arrangements to present yourself for re-examination not later than the 16th June in order that the ~~further~~ report may be considered ^{before} ~~prior~~ ^{and} to the expiration of our leave.

medical adviser

I am to add that ~~Mr. Ansell~~ ^{desires me} to convey to you an expression of ~~his~~ ^{appreciation of} your services ~~as~~ ^{for} ~~member~~.

Mr. Ansell

Ad
as
la i,

WISMAN

Downing Street.

25 February, 1928.

Dear Cuthbertson,

With reference to your official letter S.25637/3 of the 17th February, a fresh point has arisen about the leave of Captain Erskine, of the Jubaland Boundary Commission.

As you know, Captain Erskine is not in the Government Service, but he has applied for an appointment and we have been very anxious to try and find him something suitable. We have now been able to offer him a job in Somaliland, but owing to the difficulties with the Italians on the frontier, it is thought essential that he should leave not later than the end of March, and this is being made a condition of the offer to him. On the other hand, he is very anxious not to have to surrender the leave which he has now been granted, and which, if the ordinary East African Rule is applicable, he would have been able to carry over after his appointment until he next came on leave. As the Jubaland Commission is being paid from a special Vote, which would have expired

L. CUTHBERTSON, ESQ.,

by

by the time he next came on leave, this procedure
in this case would not be practicable.

I am writing to ask if the Treasury will allow
us to commute the balance of the leave he has earned
into a lump sum, payable to him before he leaves this
country.

If you like, we can write you officially, but
as Captain Erskine is holding up a reply to the offer
of the Somaliland appointment till he knows where he
stands, we should be glad if you could let us have the
Treasury decision on this point as soon as possible.

Yours sincerely,

(R. D. S.)

Telephone No. Victoria 1334

Any reply to this letter should be addressed to—

THE SECRETARY

TREASURY

WHITEHALL, LONDON, E.C.4.

and the following number quoted



TREASURY CHAMBERS

S. 25637/3

RECEIVED
18 FEB 1928
COLONIAL OFFICE

February 1928

Sir,

I have laid before the Lords Commissioners of His Majesty's Treasury Mr. Wiseman's letter of the 26th January (1927/28) further relative to the Jubaland Boundary Commission.

In reply I am to request you to inform Mr. Secretary Amery that in view of the report on Captain Erskine's services My Lords are pleased to sanction payment to him of a gratuity of £200 upon the termination of his employment with the Commission.

As regards leave for Lt. Col. King and Captain Clifford, I am to point out that they receive military rates of pay and a consolidated allowance at practically Army rates, and My Lords consider that the appropriate course is to grant them leave with full pay at the Army rate of 61 days a year with power to accumulate up to 183 days. If Mr. Amery so desires this course may also be

The Under Secretary of State,
Colonial Office.

adopted

last
March 1928
copy sent to 795

15022-70
43

adopted in the case of Captain Erskine.

In view of the above arrangements
Their Lordships understand that the final expenses
of the Commission in 1928 will be in the neighbourhood
of £1000 instead of 2500 as previous sanctioned and
they will make provision in the Estimate for Colonial
Services 1928 accordingly.

I am,

Sir,

Yours faithfully

John Lubbock, the Senior British
Consul-General and Boundary Commission
Lancaster

the name of Capt Clifford
and death with
as is

- Mr. Seal 6/4/28
 Mr. Allen b/p
 Mr. Wiseman b/p
 Mr. B. J. Harding
 Sir G. Strachey
 Sir J. Shuckburgh
 Sir G. Grindle
 Sir O. Daulton
 Sir J. Wilson
 Mr. Ormsby-Gore
 Lord Loath
 Mr. Asbery

X 150 22/28 H



11 Feb 1928

DRAFT

Revenue

No 121

Sir G. G. G.

20/28

With reference to previous
 correspondence relating to
 expenditure in connection
 with the Anglo-Italian
 (Afula) Boundary
 Commission. I have the
 pleasure to inform you that
 Captain F. A. Erskine P.C.
 who has been employed as
 Political Officer with
 the Commission, has
 made representations
 to the effect that he should
 be paid or consolidated
 travelling allowance at

In the case of the
... in Africa
with the ...
2. In ...
... Captain
... follow.

... will ... some
... take the place
of a detention & allowance
which would have been
paid to a Kenya official
who was detained in
Italian Somaliland
and Italy.

As a great deal of my
time ... on the frontier was
spent as political officer
in adjusting civil claims
and assisting tribes and

- Mr.
- Mr.
- Mr. ...
- Mr. ...
- Sir J. ...
- Sir G. ...
- Sir G. ...
- Sir J. ...
- Mr. ...
- Lord ...
- Mr. ...

DRAFT

... belonging to Kenya
... asserting the
... of the ... on the
... Commission ...
Wagers, ... and
... and have will
certify, I suggest that
the amount of my
consolidated travelling
allowance might be claimed
as a refund from the Treasurer
of Kenya ... that had
... on the ... day
continued with the
Commission. The Kenya
Govt. would have had to
pay their salaries and
allowances including
travelling and pensions.

3. I should

explain that Captain
 Wms. Hoskins has also
 made representations as
 to the inadequacy of the
 rate of salary (£700 a
 year) which was sanctioned
 for his post, especially in
 view of the fact that he is
 liable to income tax upon
 his salary, and
 an communication with
 the C. C. of the Treasury
 on this point. I fear,
 however, that there would
 be no prospect of their
 Lordships agreeing that
~~the payment of travelling~~
 allowance ~~should be paid to him for inland posts~~
 in respect of
 his employment with the

Commission, but for

~~was offered~~ in view of

what Captain Eustice says
that there is some justification

in making a payment of

this kind to him from

Navarra funds. I shall

I think he
might say
last night
12.15.74

according to the

first reported fund

with the Commission on

the 1st July, 1925,

and he left Navarra

for reference on the 6 April.

127

(for the Secretary of State)
(Signed) W. ORMSBY COBE

RECEIVED

FEB 1928

VCE

Jubaland Boundary Commission,

Room 35.

Colonial Office.

27th January 1928

The Under Secretary of State,
Colonial Office.

Sir,

Ref. Leave and pay and return passage to Africa.

I have the honour to inform you that up to end of December 1927, my pay has been paid direct by the Senior Commissioner who has now however closed his imprest account.

2 Further payments to my credit, inclusive of my pay for the month of January 1928, I request be made direct to my credit account, Standard Bank of South Africa 10, Clements Lane, London.

3 For purpose of computation of my leave my service with commission dates from 27th June 1928 to 6th February 1928, plus 21 days return voyage to Africa as I am not resident in England. Vide S. 5637/2 of 2/9/28 signed R.S. Micklethorn, Treasury Chambers, and 1001/27 of 3/12/27 Colonial Office, signed R.A. Wiseman and Senior Commissioner's reply thereto of 9/12/27 signed L.H. King.

4 The authority quoted provides for a return passage with leave privileges on the basis which usually applies to an officer serving under the Colonial Office viz: "3 days vacation leave with full salary for each completed month of residential service together with actual period spent on voyage".

This

Curd 19 FEB 1928

547

5 This with a period for which leave is due from 27th June 1925 to 6th February 1928 plus 21 days usual time allowed for return voyage to Mombasa at which port I joined the Commission. I request that the cost of a first class return passage to Mombasa be paid into my bank to enable me to make my arrangements and book my passage to Mombasa.

6 As my return to service in Africa is pending conclusion of my leave and arrangements between the Sudan Government and the Foreign Office, I would be entitled to a further period of leave known as "return leave" at the Colonial Office rate of 3 days a month.

7 May I suggest that this period of return leave be adjusted between His Majesty's Colonial Office and His Majesty's Foreign Office. If this is not done through His Majesty's Secretary of State I shall be unable to return and although my service is suspended His Majesty's Government suffer loss of my return leave while I am in Africa.

8 I also wish to mention that under the Farlowe Privileges I was allowed to go down to service with Jubaland and I have been treated as an Imperial Official in regard to my status and I left the service of the Kenya administration in June 1925 to join the Jubaland Boundary Commission in terms of the financial instructions issued to Lieutenant Colonel King, Senior Commissioner and on which commission I was appointed Political Officer and Assistant Commissioner on the Political

Commission

X
 [Signature]

Commissioner and also assisted the Technical Commission
This being so my acceptance of any leave monies at the
rate of 3 days a month (plus 3 days return leave in case
of the Sudan) does not preclude me from asking that my
case be investigated and carried for sympathetic
consideration to the highest authority.

9. In the correspondence quoted both the other
commissioners in Italy were allowed half the African rate
of allowances in Italy.

10. As my leave rate is based on service as a
Colonial Official I request that I be paid the maintenance
allowance which would have been paid if I had remained
on duty in my own country.
Destination to be decided

Approved by the Director

[Handwritten Signature]

Treasury Chambers

27th September 1928.

Sir,

I have laid before the Lords Commissioners of His Majesty's Treasury Mr. Allen's letter of the 20th ultimo (K. 5750/26), further relative to the Anglo-Italian Jubaland Boundary Commission.

In reply I am to request you to inform Mr. Secretary Amery that the Lords approve the proposals made by Lieutenant Colonel King for winding up the business of the Commission, and they sanction payment of the consolidated allowances to Lieutenant Colonel King and Captain Clifford at half rate during the period spent in Italy.

Their Lordships sanction also the continuation of Captain Erskine's employment, at the salary of £700 a year for the period up to the conclusion of the work of the Commission in Florence. In addition, They approve provision of a free passage for Captain Erskine from Kenya to Florence, as well as a return passage from Florence to Mombasa on the conclusion of the work, or, if Captain Erskine should prefer, of travelling expenses from Florence to this country. They agree that leave privileges may be allowed to Captain Erskine in respect of the period of his services in Africa with the Commission on the scale granted to officers of the Kenya Government for service in unhealthy stations, viz: 3 days vacation leave with full salary for each completed month of residential service, together with the actual period spent on voyages.

51

My Lords note that Mr. Amery proposes to instruct Colonel King that these arrangements must not exceed any excess on the provision made for the Commission in the Vote for Colonial Services, 1926.

I am etc.

(Sgd) R.S. MICKLEJOHN.

THE UNDER SECRETARY OF STATE,
COLONIAL OFFICE.

50
the period to be spent in Florence.

In view of the above circumstances, it is
that you will sanction duty pay for Captain Erekins
whilst employed in London, and a free first-class passage
back to Kenya in addition to travelling expenses between
Florence and London.

I have etc.

(Sgd) E.N. King.

Lieutenant Colonel R.E.

Senior British Commissioner,

Jubaland Boundary Commission.

THE UNDER SECRETARY OF STATE

FOR THE COLONIES

WHITEHALL, S.W.1

10
MAY 1951

DOWNING STREET.

3rd December 1927.

610001/27

Sir,

I am directed to acknowledge the receipt of your letter of the 19th of November, from which the Secretary of State observes that the work of the Jubaland Boundary Commission in Florence will not now be completed until the middle of December.

2. The Secretary of State agrees with the proposal in paragraph 2 of your letter, that the British members of the Commission should disperse on the conclusion of the work at Florence, and report to this Department on the 3rd of January; but you should report at 10.30 a.m. and not at 10 o'clock as suggested in your letter.

The period allowed for the journey from Florence to this country will be two days, and the remainder of the interval between the departure of the members of the Commission from Florence and the 2nd of January, both dates inclusive, will be counted as part of the leave due in respect of service in Africa. The cost of free first-class tickets including sleeping berths on the train for the direct journey from Florence to this country will be admissible as a charge against public funds.

3. The Secretary of State observes that it is proposed that Captain Erskine should also report on the 3rd of January, together with yourself and Captain Clifford. I am to enquire, in this connection, whether it is

anticipated

anticipated that this officer's services will be further required after the work in Florence has been completed and if so, in what capacity. I am also to point out that under the terms of existing correspondence Captain Erskine will not be eligible for a free passage to Kenya on the completion of his service in addition to the repayment of his travelling expenses from Florence to this country. In this connection, your attention is invited to paragraph 3 of the letter from the Treasury of the 8th of September 1926, a copy of which was sent to you on the 5th of October 1926.

4. The Secretary of State will also be glad to be furnished with a statement as to the work, if any, which will remain to be completed after the arrival of the British Section of the Commission in this country, and the period which will be required for the completion of such work.

I am etc.

(Sgd) R.A. WISSMAN.

LIEUTENANT COLONEL L.R.F.I. KING, O.B.E., R.E.

CONFIDENTIAL REPORT ON
CAPTAIN E.H.M. CLIFFORD, M.C., R.F.C.

in his capacity as Member of the Jubaland Commission
and as Assistant Commissioner of the Jubaland Boundary
Commission

Of the above-mentioned two Commissions the
Jubaland Commission was appointed under the authority
of the Treaty of Cession of Jubaland to Italy for the
purpose of giving decisions on certain questions
specifically stated in that treaty and deciding on the
manner in which the terms of the treaty generally should
be put into operation. The Boundary Commission was
subordinate to the Jubaland Commission and under the
direction of the latter was responsible for
the survey and demarcation of the boundary. The Commissions worked
in the field in Africa from June 1925 to April 1927 and
from May to December 1927.

Captain Clifford was appointed Assistant
Commissioner of the Jubaland Commission in July 1925
and later on as Assistant Commissioner in May 1927, and
his appointment was terminated in January 1928.

As Assistant Commissioner of the Jubaland Commission
Captain Clifford assumed the duties of the
Assistant Commissioner and was in immediate command of the
British Boundary Commission's staff and controlled
their

their work, and was responsible for all administrative correspondence.

It was my earliest wish that this officer should fit himself to understudy me completely in all matters pertaining to the Boundary Commission, and it was only a short time before this state of affairs transpired, as I found he had very little to learn from me technically, but had considerably more to learn from his new African environment.

Without having had very much previous experience of practical astronomy he rapidly accustomed himself to this branch of the work and very soon placed himself in the first rank as an "observer". On many nights of bright moonshine, astronomical observations were only rendered possible by his knowledge of the heavens and his acute eyesight.

Captain Clifford relieved me of all technical organization, and I attribute a very large measure of the success which attended our technical efforts in survey and demarcation to his highly developed powers of organization combined with an energy that remained unimpaired after 18 months of very rough tropical conditions.

During the 8 months spent in Italy in concluding the affairs of the Jubaland Commission, I found my health so impaired that I was compelled to leave the main conduct of the work of both Commissions in Captain Clifford's hands, reserving for myself only such matters which by their importance demanded my special attention. Throughout this period Captain Clifford

continued

11 51

continued to exercise the qualities that I have already mentioned and also evinced considerable powers of initiative, and I consider that his conduct of the work was most admirable. His knowledge of French was put to considerable use in Africa and was of still greater value to the Commission in Italy.

I cannot speak too highly of this officer's keenness and devotion to duty on all occasions both with respect to the Boundary Commission and to the Jubaland Commission.

L. N. King

Lieutenant Colonel R.E.

Senior British Commissioner,

Jubaland Commission.

him he was most strongly of opinion that
the rate of £700 p.a. was inadequate for
the person of Captain Erskine's employment
in Africa, and that when he allotted to
this officer the charge of political, transport,
and disciplinary duties, he had a very
inadequate
conception of the amount and importance
of the work. He says that had he at the outset
been fully aware of the responsibilities
involved, he would certainly have applied
for the services of an additional assistant
in the office. When recommending a salary
of £700 p.a. he knew that Cap.
Erskine was a person of considerable
experience and ability. He was
of the opinion that the salary of
£700 p.a. was a fair one for the
work which he was
doing. He was particularly
of the opinion that exemption from income tax could not be
entertained and that the G. of A. was reluctant
to

to reopen the matter of remuneration.

After some further correspondence the matter was left over for discussion on the return of the Comm. to England.

3. Col. King has now arrived in England and this and other questions have been fully discussed with him. He reports that the services of Captain Erskine have been invaluable to him, that in particular as Transport Officer he was responsible for the purchase and equipment of Camels, the enrolment, discipline, organisation and subsistence of the native staff, in addition to his work as Interpreter and ^{Political} P.O. and that in effect the general well-being of the Comm. was entirely in his hands. Further, he was of the greatest assistance to the Italian side of the Comm. so much so, that but for him, work in the field must have been much hampered and delayed. Capt. Erskine served in the field for 21 mos. and having regard

(see 3736/26)

Dr. Allen

64

(X.5750)

The question of granting leave to Captain Erskine appears to have arisen first of all out of Colonel King's letter of 31st May, 1926, in par. 5 of which he asked for the continuation of this officer's services for the work in Florence.

In minuting on this proposal to the E. Africa Department, Mr. Draxton said, "I may be disposed to recommend that he should be granted a period of leave, or vacation, according to his length of service with the Commission", and as a result of this, the letter to the Treasury of 20th August, 1926, recommended that Capt. Erskine should be allowed leave privileges in respect of his service in Africa on the scale granted to Kenya officers serving in unhealthy stations viz. three days' vacation leave for each month of service, together with the period of voyages. The Treasury approved this proposal.

(X.5761)

(See on X.10240.2)
(Nos. 4, 5 and 6)

The question was taken up by Colonel King in his letter of the 23rd February, 1927, and it will be seen from the ensuing correspondence that while the leave approved by the Treasury was considered adequate on a scale of comparison with that of civilian officers in Kenya, Colonel King was given permission to raise the matter again on his arrival in this country.

Mr. Draxton confesses that I do not understand why it would be an "illogical proposition" to regard Capt. Erskine as liable to United Kingdom income tax while at the same time giving him leave on the Kenya scale. The leave terms approved for the military members of the Commission are part of a special bargain with the War Office, and it is not clear why

... because

Now, however, I am asked to accept half the leave due under such financial instructions.

In addition to this I am charged Income Tax on the basis that on joining the Commission I became an Imperial Official, but asked to accept leave on the basis that I was a Colonial official.

This appears to be illogical as colonial officials in Kenya pay no income tax and in addition draw allowances in the shape of travelling allowances - as drawn by my predecessor Mr. Hope, C.M.G., on the Commission. I was receiving an allowance and local allowance of £200 a year and a travelling allowance at a diminishing scale.

Under the terms of the Commission, I was to be treated as an Imperial Official. I was asked to accept leave on the basis that I was a Colonial official. This is illogical as colonial officials in Kenya pay no income tax and in addition draw allowances in the shape of travelling allowances - as drawn by my predecessor Mr. Hope, C.M.G., on the Commission. I was receiving an allowance and local allowance of £200 a year and a travelling allowance at a diminishing scale.

It is regrettable that I have to refer to this as Lieutenant King has already done so in his confidential report. I am accompanied by my wife and two children. I was again instrumental in the expenditure on the Jubaland boundary.

Commission

Commission arrived. This is also illogical as if had I sailed with the Commission from London my scale of leave would have been different, and the assumption that a saving on vote should be made at the expense of an officer who was enabled to make great saving on the vote is not rational.

Lieutenant Colonel King now informs me that it is proposed to apply for an adjustment of my pay as being classed now as an imperial official I am due to pay income tax.

However I would point out that, if such adjustment is made it should be made so that I receive the same leave conditions as the other officers on the Commission and that as Political Officer my pay and allowances be adjusted more to the scale of other political officers in East Africa.

I may state that Mr. Hope, C.M.G., was paid £1,360 a year plus local allowance plus £1.1.0 a day travelling allowance.

Mr. Clonday who was nominated but was unable to proceed has a consolidated rate of pay of £900 plus allowance and 10/- a day travelling allowance. I may mention that the escort officer with the Commission was paid travelling allowance.

During the ten years I served in Kenya my pay was considerably more than £700 a year.

In the East African service I was the only officer with a knowledge of the whole of the frontier conditions and knowledge of the Italian language.

The services rendered and the saving to the Treasury I was instrumental in making, have already been referred to by the Senior Commissioner and I trust that therefore,

therefore, no attempt at saving on the estimates will be made at my expense.

The illogical proposition of treating me as a Colonial Official in respect of leave and an Imperial Official in respect of income tax has already been admitted. I would suggest that as I have to pay income tax that an adjustment of my pay and allowances be made to bring it up to £800 a year with leave at Imperial rates at the same rate as the other officers of the Commission and a consolidated travelling allowance of £75 a year from June 1928. This will in some measure take the place of a detention allowance which would have been paid to a Kenya official who was detained in Italian Somaliland and Italy.

As a great deal of my time on the frontier was spent as political officer in adjusting civil claims and assisting tribes and natives belonging to Kenya, and assisting the administration of Kenya as the District Commissioner of Wajair - Mandera and Sankuri and Lamu will testify; I suggest that the amount of my consolidated travelling allowance might be claimed as refund from the Treasurer of Kenya seeing that had Mr. Hope or Mr. Glenday continued with commission the Kenya Government would have had to pay their salaries and allowances including travelling and pensions.

The rate of adjustment I have suggested is in no way in excess of the services rendered or the savings effected by me on the Vote nor in excess of the pay drawn in the past while in the Kenya Service.

I have the honour to be
Sir,
Your obedient servant.

Johnstone

69

The arrangements for water conservation and supply were also in the hands of this officer, and were conducted with great skill and foresight under conditions of difficulty not often surpassed.

In addition to the above duties Captain Erskine was responsible for Camp discipline, and as there was no medical officer attached to the Commission, I trusted on his general African experience and placed him in charge of all veterinary and medical services. In all these duties he acquitted himself to my complete satisfaction.

Captain Erskine sustained energy after several years of tropical conditions and his recuperative powers after illness is most remarkable.

As a general review of the assistance rendered to me by this officer in Africa, I repeat here a portion of my report to the Governor of Kenya written on completion of the work in the field.

"Captain Erskine, though no longer an official of your administration, acquired his local experience and training whilst so employed, and I therefore conclude my report with a reference to his services to the Commission in Africa. This officer was responsible under me, for the political, transport supply and disciplinary duties, and also acted as interpreter to the British Mission. In all these capacities he afforded me the very greatest satisfaction, and I largely attribute such success as may have attended our efforts to his ability, energy and foresight. As in most operations of a similar nature, success or failure hinged on the handling of supply and transport questions. The difficulties

70
END

difficulties of this nature that attended us in the final stages of the field work are set forth in the attached (not here attached) report, and I consider that the circumvention of these reflects the very greatest credit on Captain Erskine. I would like to stress, particularly, the very great value I have derived from this Officer's long experience of the Somali peoples, including his knowledge of their language, customs and history, and I feel assured that it was due to his knowledge and judicious handling of the proud and ^{clever} ~~clever~~ tribes with which we came in contact that it was possible to demarcate the new boundary, after cessation, without considerable friction. I am happy to have the continued assistance of this officer for our further deliberations in Italy".

As regards Capt. Erskine's work on the Jubaland Mission there is not much to be observed as this officer's appointment to the Commission only occurred in the final stages of its activities, but it might be recorded that it was due to his personal representations to the Italian Colonial Office that the work which had been protracted beyond all reasonable limits was not still further delayed by a month or two.

Sgd M. King

Lieutenant Colonel. R.F.C.

Senior British Commissioner,

Jubaland Commission.

Button Company & Oliver
D. W. Deeds of Laramie has now been secured, and
plans to bring them to have documents prepared for
signature

DESTROYED UNDER STATUTE

Compared from 3, 7, 43 to 12, 7, 43 for

the more details indicated

forward further letter from

Special
14 1/2

Info by SPS

From the
to the
to the
to the
to the

and he
of
and maintenance of canal,
transport. In this

But in a quiet
sustained and honest

of \$1,950 on the royalty payable
under the lease lease, a still more, I
\$1,500, a debenture trust deed

3
I rang up Mr. Oliver today, & found he has
assented to doing the signed leases from the
Masada Soda Co.

Mr. Oliver has not heard lately from
the Trustee of the Old Company about the
registration fees payable (U.S. office), &
he was under the impression that this
was to be settled up here before we
could complete the execution of the leases.
I pointed out that the fees would be
payable locally (on registration) &
that Kenya had said in No. 2 that
the amounts could not even be definitely
stated until all the documents had
been received in the Colony. He will accordingly
send the leases to us so that C.B. can be
authorised to execute

J. Reed
6.3.28

11 Sutton, O'Malley and Oliver, ----- 12th April 1928 5
Submits observations and transmits copy of letter
from Solicitors of new Company in regard to
claim for stamp duties. Suggests that Commissioner
of Lands be asked for his authority for claiming
Stamp Duty on the Deed.

Mr. Beecher

The surrender of the Deventure Deed
deed in 1888. It is not a copy of the deed itself, but a
copy of the deed itself, and in a sense
without it as to the action, it should be taken
to be a copy. I will ask Sutton, O'Gee & Co.

O'Gee
16.4.28

It is in the first place in & to write the
Commissioner the questions of policy &

It is in the first place in & to write the
Commissioner the questions of policy &

I understand the leases have been

yet been such as to be...
held by...
the...

195
I hope Mr. Oliver today. He has not yet got
a copy of the Trust Deed for us, but is still
copying the other \$800 for it.

The leases have not yet been exchanged, the
Co. have been informed of the position & Mr. Oliver
is waiting to see how they
O'Gee

12. *British Agents* 11 May 1928
Enclose copy notes on question of claim
for stamp duty on the new leases *possibly*
delaying completion of matters

R. Bushe
Mr. Allen

This correspondence explains
why the leases have not yet been
exchanged. We need not take any
action in the districts with the Inland
Revenue Dept.

Inform Gov. ref. S. that
S.G.S. understands that the completion
& exchange of the leases is delayed
only to claim for stamp duty on the
new leases as is being made by
the Inland Revenue Dept.

Correct
7 5 28.

W. Allen
19/5
18/5

To Gov - 347 - *Repro 8* - 18 MAY 1928
DESTROYED UNDER STATUTE

17. *Sutton Company & Oliver*
In two copies of Trust Deed

Mr. Bushe (Masa)
Mr. Allen

I submit drafts - see minutes on No. 11.

5.3.28
10000
21/5
18/5

To *Sutton Company and Oliver*
DESTROYED UNDER STATUTE 30 MAY 1928

To Gov - 392 *Cons* 19/5
11 enclos
encl to H

Mr. Bushe
Mr. Parkinson

Please see the attached correspondence
and note of an interview between Mr. Marriott (Kenya
Government Director of the Magadi Soda Company)
and Mr. Bottomley. I understand that Mr. Marriott
has represented that the Company are anxious to
effect the completion of their agreement in respect
of the water supply from the Ngong Hills but that
the agreement ~~in respect of this water supply~~ (which
is to be completed locally - see para. 3(C) of the
letter of 24th April, 1926, on X.2997/26) has not
yet been ^{signed} ~~accepted~~. Further information about
this local agreement will be found in para. 26 of the
Governor's despatch of 17th December, 1925, on X.334/26.

As the Governor is aware from No. 13 on *Masa*
file the completion and exchange of the main leases
of the Company's property is delayed owing to a
claim for stamp duty ^{which is} being made by the Inland
Revenue

W. Allen

The original
Agreement of
15/3/18 will be
found on 5016/18
but on any question
will not be mine
necessarily to the
same extent

want the cones to make progress
with a better equivalent to the
the Dells do know I was agreed
that the Dells will explain the
various aspects of the contract
the Dells (or so I called)
cones?

? ask in that it's
previously that they will report
again on the progress from the
Dells to the extent in the
Dells have been...
can be... the...
Dells' etc
city come in it

STWCC
20/10

STWCC
30/10
Sutton (Munnery & Oliver)
(20/10)

24. 2. 20/10 collect from 20/10 NOV 1928
and copy 23

to Gov 848 - copy 22 & 23 - 17 NOV 1928

MESSRS. SUTTON, MUNNERY & OLIVER 6 NOV 1928
Acknowledges No. 25 and will report again on
receiving information from Messrs. Blyth, Dutton & Co.
DESTROYED UNDER STATUTE

Prody
Spec
STWCC

remind for reply to no 23 per
Allford
2.1.29

for the Oliver & Munnery that
the position is
STWCC
at once

STWCC Munnery & Oliver tell me
that Blyth & Co. have now agreed
to pay the claim for instant duty,
reckoned as 1/10 of £850,000. It
was afterwards discovered from the
"Adjudication Office" (3) that the amount
due is £10,500 odd, & Suttons & Co.
have therefore had to refer again
to Blyth & Co. When they heard
from Munnery they will let us know
STWCC at once

15th May 1928
Control any lease on question of claim
for stamp duty on the new lease - would be
delaying completion of matter

R. Busho
Mr. Allen

This correspondence explains
why the leases have not yet been
exchanged. We need not take any
action in the districts with the Inland
Revenue, but

In form Gov. ref. 8. that
S. J. S. understands that the completion
& exchange of the leases is delayed
only to claim for stamp duty on the
new leases as is being made by
the Inland Revenue Dept.

J. J. Sec 1
7 5 28.

Mr. Allen

To Gov - 347 - Refers 8 - 15 MAY 1928
DESTROYED UNDER STATUTE

17 Sultan Company & Oliver
This has copies of Trust Deed

Mr. Busho (Kasap)
Mr. Allen

submit drafts - see minutes on No. 11.

Mr. Allen
11/5
atacc

To Sultan Company and Oliver } 31 MAY 1928
DESTROYED UNDER STATUTE

To Gov - 392 - 11/5

Mr. Busho
Mr. Parkinson

Please see the attached correspondence
and note of an interview between Mr. Marriott (Kenya
Government Director of the Magadi Soda Company)
and Mr. Bottomley. I understand that Mr. Marriott
has represented that the Company are anxious to
effect the completion of their agreement in respect
of the water supply from the Ngong Hills but that
the agreement in respect of the water supply which
is to be completed locally - see para. 3(C) of the
letter of 24th April, 1926, on X. 2997/26, has not
yet been signed. Further information about
this local agreement will be found in para. 26 of the
Governor's despatch of 17th December, 1925, on X. 334/25

As the Governor is aware from No. 13 on file
the completion and exchange of the main leases
of the Company's property is delayed owing to a
claim for stamp duty being made by the Inland
Revenue

(Kasap)

The original
Agreement of
15/5/28 will be
forwarded 5/16/28
but the new agreement
with both of them
necessarily to the
same effect.

Revenue Department. The terms of the main leases have been definitely settled and there does not appear to be any objection to the local agreement about the water supply being completed and put into force immediately without waiting until the claim of the Inland Revenue authorities here has been satisfied. The main leases are in any case to have retrospective effect from the 1st November, 1924.

If Mr. Bushe agrees, a telegram might be sent to the Governor as in the draft herewith.

Sheet
16.7.28

Now draft reply to Mr. Naughton.
A list of the subsidiary agreements mentioned in my draft telegram will be from date of 6 of the 9th draft. A
X334/126.

881
17/7/28

at Pauline's
17.7.28

17 See to you here — 17.7.28

15 *14001*
(later Supply)
in C.P. (Kenya)

To: H.F. Marriott — 20.7.28.
(Comes in orig. returned (copy returned))

19 After 11.2.28 11 Sept 28
Submits to you, inasmuch as report by being
Attorney General of Kenya on policy
changes law involved in regard to claims for
stamp duty on documents must be of the form
(Magadi Soda Co)

Perhaps we might have your views on this
in the first instance. There is a copy of the
Trust Deed below No 14.
If you think the pp. about Naraki
(see 52 of the draft) are necessary, I will get
them out, but they are not so badly needed.

Sheet
10.8.28

This Deed would I
to duty in Kenya if it is
registered there, were it not
articles in regard to any effect
mortgage deed is not levied as
independent etc. but as including
which creates a right over the
word "includes" is carefully
statements of this to include
17ed. may be but to
changes. It is not
firstly, whether it is included
definitely as it stands and, secondly, whether, as
the definition says "includes", it is exclusive. I
am inclined myself to think that the duty is not
caught

...could, but would better send the Solicitors
a copy of the first three paragraphs of the
report (and see whether they take these or
any other points

43 Pence
Stamp Ordinance

H/B

Leases of the Company's property at Henric
(See 13)

Edwell

16. X. 28

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want the cores to check whether
with absolute minimum of loss
to both the lines & we agreed
that the cable between the
Torbair & Acker & the line to
the other end (or as I called)
Cores &

? ask for that it's
promised that they will report
again after the year for them
R. [unclear] [unclear] in the
[unclear] [unclear] [unclear] &
then to [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] etc
copy come [unclear]

JW Allen
30/10

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JW Allen
30/10
[unclear] [unclear] [unclear]
[unclear] [unclear] [unclear]

1/11
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To Gov 848 - w/copy 22923 17 NOV 1928

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MESSRS. SUTTON, GARDNER & OLIVER 5 NOV 1928
Acknowledged No. 22 and will report again on
receiving information from Messrs. Fifth Dutton etc.
RESTRICTED UNDER SPANISH

Rully
8 Dec
21/11
atance

Received for reply to No 22 from
W. Gardner
2.1.29

Not by Oliver & telephone that
the position is

JW Allen
atance

The Sutton & Gardner & Oliver tell me
that when Blyth & [unclear] agreed
to pay the claim for stamp duty,
reckoned at 10% of £850,000. It
was affirmed however from the
"Adjudication Office" (3) that the amount
due is £10,500 and Suttons &
have therefore had to refer again
to Blyth & [unclear] when they heard
from them they will let us know
[unclear] [unclear] [unclear] [unclear] [unclear]

X 15023/28 Kenya

- Mr. [unclear] 20/16
- Mr. Allen [unclear]
- Mr. [unclear]
- Mr. Bollandley
- Sir E. Harding
- Sir J. Shuckburgh
- Sir G. Grindle
- Sir C. Davis
- Sir S. Wilson
- Mr. Ormsby-Gore
- Lord Louis
- Mr. Amery

5 NOV 1928

~~Oct 1928~~

51000
D. M. W.

DRAFT.

Messrs. Sullivan,
Messrs. [unclear]

Gentlemen,

I am etc. to
acknowledge the receipt of
your letter of the 26th Oct
concerning the ^{former} ~~subject~~ of the [unclear]

with regard to the
[unclear] of the
[unclear] of the
[unclear] in course
of [unclear] on the
[unclear] [unclear]

Copy to [unclear] 25.10.28
Copy to [unclear] 27.11.28

It is presumed that
you will
communicate again
with this Department on

at 5 CA [unclear] +
and to you

receipt of a reply from
Messrs. Blythe, Dutton, Haulton,
and Blythe; I am to
add that in the [unclear]
it is not thought necessary
to [unclear] [unclear]
to [unclear] [unclear]
[unclear] [unclear]

Mr. Northcraft 30/10

Mr. Allen 31/10

Mr. [unclear]

Mr. [unclear]

Mr. [unclear]

Mr. [unclear]

Mr. [unclear]

Mr. [unclear]

Mr. Ormsby-Gore

Lord Lovat

Mr. Amery

DRAFT.

NOV 2 1924
2 NW

Handwritten scribble

27 NOV 1924

Memo, Sullan,
[unclear]

And Blyth, I have
~~add that in the memo~~
~~is not thought necessary~~
~~to Amery does not have~~
~~to trouble you to~~
~~take furnished copies of the~~

Copy of the correspondence
mentioned in the last paragraph
of your letter under the
captioned
of ~~the~~ ~~Executive's~~ ~~Opinion.~~

I am etc.

15023 218

22

SUTTON, OSMANNEY & OLIVER,

E. O. OLIVER,

H. M. OSMANNEY,

15, MARK LANE, LONDON, E.C. 3.

15, MARK LANE, LONDON, E.C. 3.

3 & 4, GREAT WINCHESTER STREET,

LONDON, E.C. 2.

RECEIVED
27 OCT 1928
COL. OFF

26th October, 1928.

16023/28

Sir,

Mogadi Soda Company Limited.

We beg to acknowledge receipt of your letter of

24th October, together with the accompanying copies of the

Kenya Stamp Ordinance and Ordinance No. 13 of 1927

amending it.

We are communicating the contents of this letter

to Messrs. Blyth, Dutton, Hartley & Blyth the solicitors for
the Mogadi Soda Company Limited.

In reply to paragraph 5 of your letter, we have
to inform you that since we reported to you at the end of
April last the Company took the Opinion of Mr. F.R. Evershed
of 11, New Court, Lincoln's Inn on the question of liability
to Stamp Duty in England on the new Lease.

This Opinion was unfavourable to the Company, and on
11th July last Messrs. Blyth Dutton & Co. informed us that
their clients had instructed them, in accordance with Mr.
Evershed's Opinion, to agree in principle to the liability

Rec'd
Copy to S. & A. Ho. 27
Copy to S. & S. 7/10/28 aj

No. 11.

for Ad Valorem Stamp Duty, and to negotiate with the Stamp Office for assessment of the Duty.

The Stamp Office required further information for the purpose of assessing the Duty, for which we applied, from time to time, to Messrs. Blyth, Dutton & Co.

On 19th September last Messrs. Blyth, Dutton & Co. informed us that they had been instructed by the Magadi Soda Co. Ltd. to take a further Opinion of Counsel on several points in connection with the liability to Stamp Duty; and on 16th October they wrote to us sending a copy of the Case which they were submitting to Counsel, but without informing us whose Opinion they proposed to take.

We understand that this Case has now gone forward but we do not know the result.

We shall be glad to send you a copy of the correspondence, and of Mr. Evershed's Opinion, if you desire it.

We have the honour to be,

Sir,

Your obedient Servants,

The Under Secretary of State,

Colonial Office,

S. W. I.

16023/28/Kenya

Mr. Eastwood, 24/10

Mr. [Name] (see Mr. Eastwood's)

Mr. [Name]

Mr. [Name]

Sir E. [Name]

Sir J. Shuckburgh

Sir G. Grindle

Sir C. Davis

Sir S. Wilson

Mr. Ormsby-Gere

Lord Le...

Mr. [Name]

Downing Street

24 October 1928

2700
D 23

For London.

Gentlemen,

to the letter

the [Name] with the

of the [Name] on the

Section 4 of the Stamp Ordinance

(Chapter 57 of the Revised Edition of the Laws of Kenya) reads as follows:-

680
[Handwritten notes and signatures]

"Every instrument described in the schedule hereto shall be subject to the duties prescribed whether the instrument be executed in the Colony or whether it be executed outside the Colony and relates to the transfer or hypothecation of any property situated therein or to any matter or thing to perform or do therein."

It is submitted that this section is very wide one, and covers this case for reasons that:-

(a) This deed is one of the transfers of the property of the Association, and is a deed, namely, a deed of gift.

This deed is a deed of gift.

registers

is insert

of the

Deed

definition of the word deed

owner of the property in favour of the Association the whole of its property (Clause 3.)

3. It is admitted that the Trust deed is clearly liable in law to the duty stated: whether or no the duty is refunded to the Company it must be paid by them in any event seeing that section 37 of the Stamp Ordinance provides that no instrument chargeable with duty shall be registered by any public officer unless such instrument is duly stamped.

3. The Governor states that he is ~~not prepared~~ ^{not prepared} to recommend any rebate of the duty.

Copy
A copy of the Kenya Stamp Ordinance ^{and Ord. No. XIII of 1927} which ^{amending} it, are enclosed for convenience of reference.

5. I am to take this opportunity of enquiring what is the ^{written} decision with regard to the ~~exchange~~ of the new leases

of the Company's property in Kenya. *What course you are taking with the lease has been being written with the other side of the Dept. I am sorry that I am unable to give you any more information of the 27th Oct.*

(w/ No 12)

(Signed) W. G. C. HARRISON.

It is admitted that the Trust Deed is clearly liable in law to the duty stated, whether or no the duty is refunded to the Company it must be paid by them in any event seeing that section 37 of the Stamp Ordinance provides that no instrument chargeable with duty shall be registered by any public officer unless such instrument is duly stamped.

3. The Governor states that he is ~~not prepared to recommend any rebate~~ not prepared to recommend any rebate of the duty.

4. ~~A copy of the Kenya Stamp Ordinance, together with a copy of an~~ ^{Copies} ~~Ordinance amending it, are enclosed~~ ^{and Order No. 5114 of 1927 which} ~~for convenience of reference.~~ ^s

5. ~~I am to take this opportunity of~~ ^{written in} enquiring what is the decision with regard to the ~~exchange of the new leases~~

of the Company's property in Kenya ^{the} ~~last course on the subject~~ ^{which has been being} ~~to the notice of the Dept~~ ^{is that ending with the} ~~members of the Dept~~ ^{of the Dept}

(w No 12)

195



GOVERNMENT HOUSE,
NAIROBI,
KENYA.

KENYA.

No. 494

OCT 1928
OFFICE

SEPTEMBER, 1928.

Sir,

(No 16)

With reference to your despatch No 392 of the 31st Day, 1928, transmitting a copy of a letter from Messrs Sutton, Ommaney and Oliver regarding the claim of this Government for stamp duty on the debenture Trust Deed of the former Magadi Soda Company, I have the honour to submit the accompanying copy of a conjoint report on the question of policy and of Kenya law involved prepared by the Acting Attorney General and the Commissioner for Local Government, Lands and Settlement, and with which I am in agreement.

(No 2)

It will be observed from the enclosure to this despatch and to my despatch No 805 of the 16th December, 1927, that the law of this Colony necessitates the payment of stamp duties to the approximate amount of Shs. 25,000/- and registration fees of approximately Shs. 20/- in connection with the debenture Trust Deed of the former Magadi Soda Company. It had not come to the notice of the Government that the said documents during the period of negotiation had been purchased by the Government.

THE RIGHT HONOURABLE
LIEUTENANT COLONEL L. C. M. S. AMERY, P.C., K.P.,
SECRETARY OF STATE FOR THE COLONIES,
DOWNING STREET,
LONDON S.W.

Government, until the question of reconstruction of the Company arose, and in the circumstances,

I would not be able to state as I decide that no one else also the company benefits, and will Soc

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relating

REPORT

on
POLICY AND ZEMBA LAW
WITH RESPECT TO THE QUESTION OF THE STAMPING
BY THE MUGALI SODA COMPANY LIMITED OF THE
TRUST DEED DATED THE 10TH MAY, 1919.

We will first take the question of Kanye
has in reference to this matter.

As to the general liability of instruments
executed abroad but relating to property situated in

Section 4 of the Stamp Ordinance (Chapter 57

of the laws of Kenya, reads as

of the Schedule
outside the
be included on its
the date of its
of the

ser
name

(c) the whole of the Company's
at the time being what
Case 2).

(d) This is required for registration in
this Colony.

2. As to the specific liability of the instrument
in question:-

It is submitted that this Deed is chargeable
with ad valorem duty at the rate of 1% of the amount
secured.

secured, under Article 58 (Mortgage Deed) of the schedule to the Stamp Ordinance.

In this connection we would refer to the definition of a Mortgage Deed contained in section 2 (17) thereof which reads as follows:-

"Mortgage Deed includes every instrument whereby for the purpose of securing money advanced..... one person..... creates in favour of another a right over property."

Specifically

This section also is very wide and here again it is submitted that this Deed satisfies the above definition inasmuch as in order to secure certain debentures - "the Company as beneficial owner hereby charges in favour of the Association the whole of its.....property (Clause 2)."

3. It is submitted that the Trust Deed is clearly liable in law to the duty stated; whether or no the duty is refunded to the Company it must be paid by them in any event seeing that section 37 of the Stamp Ordinance provides that no instrument chargeable with duty shall be registered by any public officer unless such instrument is duly stamped.

To turn now to the question of Policy -

4. In our opinion, there are only two considerations which could justify a refund to the Company of the duty payable by them under the Trust Deed, namely:-

(a) That the losing of the sum paid for stamping this Deed would cripple or seriously embarrass the Company in its operations in this Colony; or

(b) That the benefits which the operations of the Company will confer on the Colony will be of such magnitude that it will be worth our while to forego the sum claimed.

As regards (a) this Company is now, to understand, in the hands of the extremely powerful Brunner, Mond combination, probably one of the wealthiest Companies in the world.

As regards (b) it may be argued with some reason that the operations of the Magadi Soda Company will, in point of fact, confer very considerable benefits on the Colony in the way of developing resources of the Colony and spinning of money to its employees in the Colony.

In addition there is no doubt that the Company will employ a heavy expenditure in the way of building up the plant and the erecting of the lines in accordance with modern machinery, plant, etc. used for the best use of the Colony's resources.

It is a fact that the Company will employ a heavy expenditure in the way of building up the plant and the erecting of the lines in accordance with modern machinery, plant, etc. used for the best use of the Colony's resources.

It is a fact that the Company will employ a heavy expenditure in the way of building up the plant and the erecting of the lines in accordance with modern machinery, plant, etc. used for the best use of the Colony's resources.

19.7.1923.
Sd/- W. L. Logan,
ACTING COMMISSIONER GENERAL.

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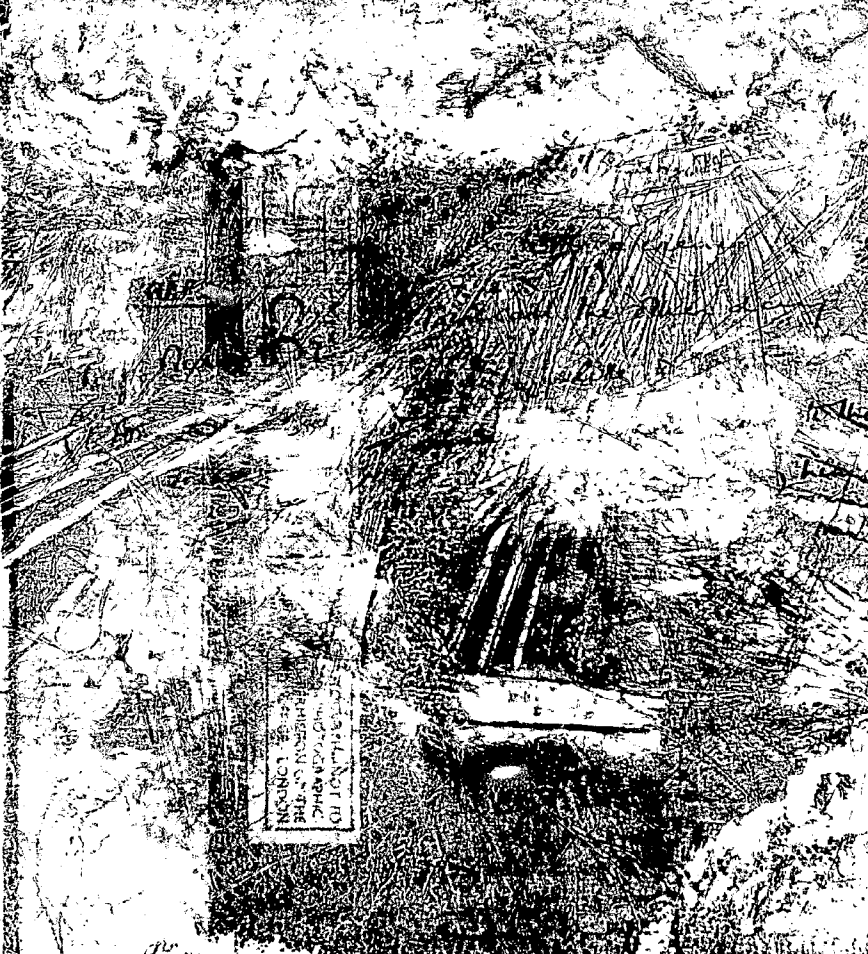
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Parker 17 7 8

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~~6/17~~

Mr Bottomley 17 8
B. J. Haslam

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- Mr. Seel 25.5.
- Mr. Bushe 29
- Mr. Allen 29
- Mr. Bickmore
- Mr. E. J. Harding
- Sir J. Shuckburgh
- Sir G. Grindle
- Sir C. Davis
- Sir S. Wilson
- Mr. Ormsby-Gore
- Lord Leake
- Mr. Amery

Downing Street,

31 May, 1928.

Sir,

With reference to my
 (1) despatch No. 347 of the 15th May,
 and to *confidential 10805 of the*
 (2) (6th December),
 I have the pleasure to transmit to you

for your consideration the
 accompanying copy of a letter from
 Messrs. Sutton Commandants, for

DRAFT

CONFIDENTIAL
29/2

Government of Kenya for stamp
 on the enclosed copy of the
 letter, which is enclosed
 a copy of the letter for
 insertion in the enclosed

Before considering

the enclosed correspondence.

shall
I should be glad to be furnished

with your observations on the

questions of policy and of Kenya

involved

3. The delay in forwarding this copy to you
I have etc

is due to the fact that a

copy of the Trustees' Report

and will be sent to

Mr. Alan Sutton

Chairman

Signature

BUTTON, OMNARNEY & OLIVER.

J. G. OLIVER
M. M. OMNARNEY

TELEGRAMS ADDRESS "BOMNARNEY, LONDON"

TELEPHONE NO. 1288 } LONDON WALL
NO. 8275 }

23 14
3 & 4, GREAT WINDCHESTER STREET

LONDON, E.C. 2.

5023/28.

22nd May 1928

THE CONDITION OF THE ...

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Dated 16th May, 1919.

THE MAGADI SODA COMPANY, LIMITED,

AND

THE BRITISH TRUSTS ASSOCIATION, LIMITED.

COPY.

Trust Deed.

WALTONS & CO.

101, Lundenhall Street, E.C. 3.

25

Certificate of Registration of a Trust Deed and Series of Debentures.

Pursuant to s. 93 (5) of the Companies (Consolidation) Act, 1908
(8 Edw. VII. c. 69).



Application having, this day been made for the registration of a Trust Deed dated 16th May, 1919, and executed by the MAGADI SODA COMPANY, LIMITED, for the purpose of securing the series of debentures hereinafter mentioned, and application having been also made this day for the entry on the Register of the particulars required by sub-section 3 of section 93 of the Companies (Consolidation) Act, 1908, in relation to a series of debentures (containing, or giving by reference to any other instrument, a charge to the benefit of which the debenture holders of such series are entitled *pari passu*), the issue of which was authorised by the said Company by resolution passed on the Twenty-eighth day of March, 1919, and the said Trust Deed having been brought in for registration, within twenty-six days after its execution, I hereby certify that the total amount secured or intended to be secured by the said Trust Deed and series of debentures is £500,000 plus a premium of 5 per cent. and that the said Trust Deed has this day been registered pursuant to section 93, sub-section 1, of the said Act, and that all the particulars required by sub-section 3 of section 93 of the said Act in relation to the said series have been entered on the register.

Given under my hand at London, this Twentieth day of May, 1919, at ten o'clock and ten minutes.

H. BIRNBY,
Registrar of Joint Stock Companies.

COMPANIES (CONSOLIDATION) ACT, 1908, SEC. 93 (5).

any part of the property hereby charged and the Company shall have failed in the case of the power becoming exercisable by reason of default in payment of any principal moneys premium or interest to prove to the Trustees payment of the moneys in arrear within two calendar months after such notice shall have been given or in the case of the power becoming exercisable by reason of any such distress execution or breach of covenant as aforesaid forthwith thereon or forthwith upon such notice being given as aforesaid to remove discharge or pay out such distress or execution or to perform the covenant so broken if capable of then being performed or to make good the breach thereof to the satisfaction of the Trustees.

8. The Trustees shall hold the moneys to arise from any such sale collection or conversion as aforesaid upon trust thereout in the first place to pay or retain the costs and expenses incurred in or about such sale collection or conversion or otherwise in relation to these presents including the remuneration of the Trustees and to apply the residue of the said moneys in or towards payment to the debenture holders of the principal moneys premium and interest secured by the debentures (whether then due according to their tenor or not) rateably without preference or priority on account of date of issue or on any other account but so that all principal moneys or premium shall have preference in order of payment over all interest and any balance shall be paid to the Company or as it shall direct. The receipt of the holder of each of the debentures shall be a good discharge to the Trustees or any receiver appointed by them for all principal moneys premium and interest intended to be thereby secured. If any payment to the debenture holders on account of the principal moneys or premium hereby secured the debentures must be produced to the Trustees who shall cause a memorandum of the payment to be endorsed thereon. The Trustees may however waive this requirement in any special case on a sufficient indemnity being given.

9. Without prejudice to the generality of the powers given by Clause 6 hereof the Trustees shall carry on the Company's business pursuant to the provisions of that clause they may appoint on any terms as to salary and otherwise and remove managers agents employees and servants and may maintain insure repair renew and enlarge any property comprised in this security and may acquire by purchase or on lease or otherwise any further property or rights accept surrenders of leases and tenancies and make new contracts and modify or vary existing contracts and may grant leases and options of or over any property for the time being controlled by them for such terms and generally on such conditions as they think fit and may sell realise or convert any such property or any part or parts thereof into money at such time or times and in such manner and upon such terms and conditions as they may think fit.

10. All moneys received or made by the Trustees in carrying on the business of the Company shall be applied first in payment and discharge of the expenses incurred in relation thereto and in the exercise of any of the powers conferred on the Trustees by Clause 6 or by the last preceding clause hereof or otherwise in respect of the premises and of any outgoings and the residue of such moneys shall be paid and applied in the same manner as is hereinbefore provided with respect to moneys arising from any such sale collection or conversion as aforesaid.

11. Any moneys for the time being in the hands of the Trustees under these presents and requiring investment (including any moneys available for distribution amongst the debenture-holders the distribution of which it shall in their opinion be desirable to postpone by reason of the smallness of their amount and which they are hereby authorised to retain invest and accumulate until such sum shall be available as may in their opinion be proper to be distributed) may be invested in the names or under the legal control of the Trustees in any investments for the time being authorised by law as proper investments of trust funds or may be placed on deposit in the names of the Trustees in such bank or banks as they may think fit and the Trustees may at any time vary or transmute any such investments into or for any other of a like nature.

12. The Trustees may at any time at the request and at the cost of the Company concur with the Company in any dealings with any part of the property hereby charged which the Company would not without such concurrence be authorised to make under the provisions of these presents provided that the Trustees shall be satisfied that such dealings will not be prejudicial to the interests of the debenture-holders and the Trustees may agree to concur in any such dealings on any terms or conditions which they may think it necessary or expedient to impose in the interests of the debenture-holders and in particular the Trustees may concur in any release from this security of any part of the property hereby charged on the terms that other property which shall in the opinion of the Trustees be of adequate value and otherwise suitable for the purpose shall be brought into this security and made subject to the trusts and powers of these presents in such manner and upon such terms as the Trustees shall think fit.

13. The Company hereby covenants with the Association that the Company at all times during the continuance of this security --

(A) Will keep at its registered office (hereinafter called "the office") an accurate register of the debentures showing the denoting number and nominal value of each of the debentures and the date upon which the same was

any part of the property hereby charged and the Company shall have failed in the case of the power becoming exercisable by reason of default in payment of any principal moneys premium or interest to prove to the Trustees payment of the moneys in arrear within two calendar months after such notice shall have been given or in the case of the power becoming exercisable by reason of any such distress execution or breach of covenant as aforesaid forthwith thereon or forthwith upon such notice being given as aforesaid to remove discharge or pay out such distress or execution or to perform the covenant so broken if capable of then being performed or to make good the breach thereof to the satisfaction of the Trustees.

8. The Trustees shall hold the moneys to arise from any such sale collection or conversion as aforesaid upon trust thereout in the first place to pay or retain the costs and expenses incurred in or about such sale collection or conversion or otherwise in relation to these presents including the remuneration of the Trustees and to apply the residue of the said moneys in or towards payment to the debenture holders of the principal moneys premium and interest secured by the debentures (whether then due according to their tenor or not) rateably without preference or priority on account of date of issue or on any other account but so that all principal moneys or premium shall have preference in order of payment over all interest and any balance shall be paid to the Company or as it shall direct. The receipt of the holder of each of the debentures shall be a good discharge to the Trustees or any receiver appointed by them for all principal moneys premium and interest intended to be thereby secured. Upon any payment to the debenture holders on account of the principal moneys or premium hereby secured the debentures must be produced to the Trustees who shall cause a memorandum of the payment to be endorsed thereon. The Trustees may however waive this requirement in any special case on a sufficient indemnity being given.

9. Without prejudice to the generality of the powers given by Clause 6 hereof if the Trustees shall carry on the Company's business pursuant to the provisions of that clause they may appoint on any terms as to salary and otherwise and remove managers agents employees and servants and may maintain insure repair renew and enlarge any property comprised in this security and may acquire by purchase or on lease or otherwise any further property or rights accept surrenders of leases and tenancies and make new contracts and modify or vary existing contracts and may grant leases and options of or over any property for the time being controlled by them for such terms and generally on such conditions as they think fit and may sell realise or convert any such property or any part or parts thereof into money at such time or times and in such manner and upon such terms and conditions as they may think fit.

10. (All moneys received or made by the Trustees in carrying on the business of the Company shall be applied first in payment and discharge of the expenses incurred in relation thereto and in the exercise of any of the powers conferred on the Trustees by Clause 6 or by the last preceding clause hereof or otherwise in respect of the premises and of any outgoings and the residus of such moneys shall be paid and applied in the same manner as is hereinbefore provided with respect to moneys arising from any such sale collection or conversion as aforesaid.

11. Any moneys for the time being in the hands of the Trustees under these presents and requiring investment (including any moneys available for distribution amongst the debenture holders the distribution of which it shall in their opinion be desirable to postpone by reason of the smallness of their amount and which they are hereby authorised to retain invest and accumulate until such sum shall be available as may in their opinion be proper to be distributed) may be invested in the names or under the legal control of the Trustees in any investments for the time being authorised by law as proper investments of trust funds or may be placed on deposit in the names of the Trustees in such bank or banks as they may think fit and the Trustees may at any time vary or transpose any such investments into or for any others of a like nature.

12. The Trustees may at any time at the request and at the cost of the Company concur with the Company in any dealings with any part of the property hereby charged which the Company would not without such concurrence be authorised to make under the provisions of these presents provided that the Trustees shall be satisfied that such dealings will not be prejudicial to the interests of the debenture holders and the Trustees may agree to concur in any such dealings on any terms or conditions which they may think it necessary or expedient to impose in the interests of the debenture holders and in particular the Trustees may concur in any release from this security of any part of the property hereby charged on the terms that other property which shall in the opinion of the Trustees be of adequate value and otherwise suitable for the purpose shall be brought into this security and made subject to the trusts and powers of these presents in such manner and upon such terms as the Trustees shall think fit.

13. The Company hereby covenants with the Association that the Company at all times during the continuance of this security

- (A) Will keep at its registered office (hereinafter called "the office") an accurate register of the debentures showing the denoting number and nominal value of each of the debentures and the date upon which the same was

- (2) Power to sanction the release of any of the property hereby charged from this security either unconditionally or upon such conditions as the Trustees may arrange with the Company.
- (3) Power to sanction any modification or compromise of any of the rights of the debenture holders (howsoever arising) against the Company or against the property hereby charged or any part thereof including the creation of any charge or charges ranking in priority to this security.
- (4) Power to sanction any modification of any of the provisions of this Indenture which may be agreed to by the Company and the Trustees.
- (5) Power to agree to accept any other property or securities instead of this security and in particular any other debentures or any debenture stock of this Company or of any Company with which this Company may be or be proposed to be amalgamated or to which the liabilities of this Company under these presents may be or be proposed to be transferred.

Any such resolution if passed by the requisite majority at a meeting of the debenture holders duly convened and held in manner prescribed by these presents shall have the same effect and validity for all purposes as if it were the act of the debenture holders in person. It shall be binding and shall be enforceable by each and every of the debenture holders whether present at the meeting or not and the passing thereof shall be deemed to be in the best interests and expediency of the Company.

17. For the purposes of these presents the expression "Extraordinary Resolution" means a resolution passed at a meeting of the debenture holders duly convened and held in manner prescribed by these presents by a clear majority in value of the whole of the debentures then present in person or by proxy and carried by a majority consisting of not less than three-fourths of the persons voting thereon upon a show of hands and if a poll is demanded then by a majority consisting of not less than three-fourths in value of the votes given on such poll but so that where a meeting for the purpose of passing an extraordinary resolution is convened if within one hour from the time appointed for the meeting holders of a clear majority in value of the debenture holders are not present so as to form a quorum the meeting shall stand adjourned for 14 days and shall accordingly be held on the corresponding day of the week and at the same time and place as that originally fixed by the notice

convening the meeting and notice of such adjourned meeting shall be given in manner provided by Clause 21 hereof and if at such adjourned meeting a quorum as above defined is not present then those debenture holders who are present shall be a quorum and may transact the business for which the meeting was originally convened and a resolution passed thereat by a majority consisting of not less than three-fourths of the persons voting thereat upon a show of hands or if a poll is duly demanded then by a majority consisting of not less than three-fourths of the votes given on such poll shall be considered an extraordinary resolution within the meaning of these presents.

18. At any time after this security becomes enforceable the Trustees may appoint any person to be receiver or receiver and manager of the property hereby charged or any part or parts thereof and may vest in him all or any of the powers, discretions and authorities hereby vested in the Trustees and may fix his remuneration and may at any time remove any such receiver or receiver and manager and if thought fit appoint another in his place with like powers and every receiver or receiver and manager so appointed shall be the agent of the Company and all moneys received by any such receiver or receiver and manager shall after providing for the several matters specified in the first three paragraphs of Clause 8 of Section 24 of the Conveyancing Act 1881 be paid over to the Trustees and Sections 19 and 24 of that Act shall be regarded as varied accordingly.

19. The Trustees may borrow from time to time or at any time on the security of the property hereby charged or any part thereof (and so that the charge given by the Trustees may rank in priority to this security) any moneys which may be required for defraying or making good any costs charges losses or expenses incurred by them in relation to these presents and at such rate of interest and generally on such terms as the Trustees may think expedient.

20. The Trustees may determine all questions and matters of doubt arising in relation to any of the provisions of these presents and every such determination whether made upon a question actually raised or implied in the acts or proceedings of the Trustees shall be conclusive and shall bind all persons interested under these presents.

21. Any notice may be given by the Company or by the Trustees to any debenture holder by sending the same through the post in a prepaid letter addressed to such holder (or in the case of joint holders to that one whose name stands first on the register) at his registered address and any notice so given shall be deemed to have been given on the day following that on which it is posted. When

the Trustees excepter, expedient, any notice instead of being served as aforesaid may be given by them to the debenture holders or any of them by advertising the same in two London daily newspapers and a notice so advertised shall be deemed to have been served on the debenture holders on the day following that on which it is advertised.

22. The Trustees may exercise any of the following powers namely—

(a) May waive at any time and on any terms or conditions any breach by the Company of any of the covenants or obligations binding upon the Company under these presents.

(b) May delegate at any time and to any person or persons any of the trusts powers or discretions hereby vested in the Trustees which cannot conveniently be exercised by them personally upon such terms and conditions and under such regulations (including the giving of power to sub-delegate) as the Trustees may think fit.

(c) May, instead of acting personally, employ in the conduct of the trust business, and, at the expense of the trust estate, pay an agent to transact all business and do all acts required to be done in the trust including the receipt and payment of money and so that any Trustee hereunder being a solicitor, stockbroker or other professional person or any firm in which he may be a partner shall be entitled to retain for his own or their own benefit any profits made by him or his firm in relation to the issue of the debentures or otherwise in connection with the Company's capital or property.

PROVIDED ALWAYS that none of the powers mentioned under heads (a) and (b) shall be exercisable in any case unless in the opinion of the Trustees the interests of the debenture holders will not be prejudiced by such exercise.

23. The Trustees may in relation to these presents act on the advice of any lawyer stockbroker surveyor or other expert obtained by the Trustees and so that any such advice may be conveyed by telegram or cablegram and the Trustees shall not be responsible for any loss occasioned by their acting on any such advice or by reason of any error in any such telegram or cablegram or of the same being unauthentic.

24. The Trustees shall not by reason of their fiduciary position be in any wise precluded from making any contracts or entering into any transactions with the Company in the ordinary course of the Trustees business and without prejudice to the generality of these provisions it is expressly declared that such contracts and transactions include any contract or transactions in relation to the placing or underwriting of any shares debentures or debenture stock of the Company or in which the Company is interested.

25. No Trustee hereunder shall be under any liability whatsoever except for a wilful breach of trust committed by him.

26. Upon the Trustees being satisfied by reasonable evidence that all moneys hereby secured in favour of the debenture holders have been paid or satisfied and upon payment or retention of all costs charges moneys and expenses incurred by or payable to the Trustees or any agent or receiver appointed by them hereunder the Trustees shall at the request and cost of the Company reconvey (or tender or release to the Company or as the Company shall direct the property hereby charged or such part thereof as shall remain vested in the Trustees freed and discharged from all moneys secured by and from the trusts powers and provisions of these presents and from the charge constituted by this security.

27. The statutory power of appointing new Trustees hereof shall be vested in the Company but a Trustee so appointed must in the first place be approved of by a resolution of the debenture holders passed in manner herein provided. A corporation or company may be appointed a Trustee of these presents and may act alone as such Trustee but save as aforesaid so far as practicable there shall not at any time be less than two Trustees hereof.

28. Whenever there shall be more than two Trustees hereof a majority of the Trustees for the time being may act and may exercise and execute all powers discretions and trusts hereby vested in the Trustees.

29. The Trustees may concur with the Company in making any modifications to these presents which may be necessary for the purpose of obtaining a quotation for the debentures on the London Stock Exchange provided that the Trustees shall be satisfied that such modification will not be prejudicial to the interests of the debenture holders.

IN WITNESS whereof the Company and the Association have caused their respective Common Seals to be hereunto affixed the day and year first above written.

Trustee for the time being of the said Deed) of the other part whereby the Company charged its undertaking and assets in favour of the Trustee for securing the payment to the holders of the said Deed of all principal moneys premium and interest secured thereon.

... of the said Deed shall be kept at the office of the Trustee and shall contain the names and addresses of the registered holders for the time being of the said Deed and the names and addresses of the persons who have been appointed as legal personal representatives of the registered holders for the time being of the said Deed and the names and addresses of the persons who have been appointed as trustees of the said Deed.

... the registered holder of the said Deed shall be under no obligation to enter in the register the name and address of any person as having been appointed as legal personal representative of the registered holder of the said Deed unless he has been appointed as such representative in writing and the name and address of such representative has been entered in the register in accordance with the provisions of this Deed.

... the registered holder of the said Deed shall be under no obligation to enter in the register the name and address of any person as having been appointed as trustee of the said Deed unless he has been appointed as such trustee in writing and the name and address of such trustee has been entered in the register in accordance with the provisions of this Deed.

... the registered holder of the said Deed shall be under no obligation to enter in the register the name and address of any person as having been appointed as trustee of the said Deed unless he has been appointed as such trustee in writing and the name and address of such trustee has been entered in the register in accordance with the provisions of this Deed.

... the registered holder of the said Deed shall be under no obligation to enter in the register the name and address of any person as having been appointed as trustee of the said Deed unless he has been appointed as such trustee in writing and the name and address of such trustee has been entered in the register in accordance with the provisions of this Deed.

Trustees shall be appointed by the Company to act on any authority...

registered holder hereof or his legal personal representatives whose receipt for the same shall be a good discharge and the payment of a cheque or warrant on the Company's bankers for the amount of any such interest shall if the same be made payable to the order of and sent to the registered address of and duly endorsed by such registered holder or his legal personal representatives be a good discharge for such interest.

7. The registered holder hereof may at any time after the 10th July 1924 and before the 1st July 1924 upon giving the Company written notice in writing on a form to be supplied by the Company require the Company to issue to him a fully paid-up Ordinary Share in the capital of the Company of the value of the said principal moneys secured hereon and the Company shall be bound to do so and the Company shall be bound to issue such share to the registered holder hereof or his legal personal representatives in accordance with the provisions of this Deed and the Company shall be bound to issue such share to the registered holder hereof or his legal personal representatives in accordance with the provisions of this Deed and the Company shall be bound to issue such share to the registered holder hereof or his legal personal representatives in accordance with the provisions of this Deed.

8. The Company shall be bound to purchase any of the said debentures in the market not under the price of 105 percent plus accrued interest.

9. The registered holder hereof or his legal personal representatives shall be entitled to receive the principal moneys secured hereon and the interest thereon and the said principal moneys accrued in the event of the Company going into liquidation and the purpose of the said liquidation shall be to pay the said principal moneys and interest to the registered holder hereof or his legal personal representatives.

10. The Company during the life of the said Deed shall be bound to pay to the registered holder hereof or his legal personal representatives the interest on the said Deed and the principal moneys secured hereon and the said principal moneys and interest shall be paid to the registered holder hereof or his legal personal representatives in accordance with the provisions of this Deed.

1090 when it has been ascertained what amount of debentures are still in existence on the 1st July 1924 either in the purchase under Condition 8 or in the redemption under Condition 11 of the said debentures. And if in any such year or years the Company shall in fact so apply more than the said minimum sum it shall be entitled if it so desires to reduce the sum or sums to be appropriated under this condition in any subsequent year or years by the amount of such excess.

11. In the year ending the 1st July 1925 and in each such subsequent year as aforesaid so much of the sum to be appropriated under the last preceding clause hereof as shall not before the 15th May have been applied in the purchase of debentures under Condition 8 shall be applied in redemption of debentures to be selected by drawings which the Company will cause to be made at its registered office for the time being in the presence of a notary public, who if required by the registered holder of this debenture shall make a statutory declaration as to the result thereof.

12. Such drawings shall be made during the first 15 days of June in the year 1925 and each succeeding year and the principal moneys secured by debentures drawn for redemption shall become payable with the said premium of 5 per cent. thereon plus accrued interest to date on the 1st July following the drawing.

13. Public notice of the day and time fixed for each drawing will be given at least seven days previously by advertisement in a London daily newspaper and the registered holder of this debenture will be entitled to attend at any such drawing.

14. After each drawing notice will be given by the Company to the registered holder of debentures drawn.

15. When the Company has redeemed or acquired any debentures by purchase or otherwise it shall have no power to keep the same alive nor shall it have power to re-issue such debentures either by re-issuing the same or by issuing other debentures in their place.

16. The principal moneys and premium hereby secured shall immediately become payable if the Company makes default in the payment of any interest hereby secured for a period of 60 days after the same shall become payable and the registered holder hereof before such interest is paid by notice in writing to the Company calls in such principal moneys or if an order shall be made or a resolution effectively passed for the winding up of the Company or on the security constituted by the said Trust Deed becoming for any reason unconditionally enforceable.

17. The principal moneys premium and interest hereby secured will be paid at the registered office of the Company.

18. A notice may be served by the Company upon the registered holder of this debenture or his legal personal representative by sending it through the post in a prepaid letter addressed to him or them (or in the case of joint holders to that one whose name shall first on the register of the address given in the register and shall not be necessary in the case of representative to mention them by name. Any notice served by post shall be deemed to have been served at the expiration of 24 hours after it is posted and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office.

NOTE—Under the terms of a contract dated the 19th April 1911 between the Crown Agents for the Colonies acting on behalf of the Government of the British East Africa Protectorate and the Company, and being a contract providing amongst other things for the construction by the Company and working of a Branch Railway leading from the Uganda Railway to Lake Magadi in the said Protectorate, it is provided that the said Government shall have power to purchase such Branch Railway for the sum therein mentioned and that in the event of the Government purchasing the same any sum for the time being outstanding on account of any loans debentures or debenture stock of the Company and the interest thereon shall as from the date when the Government takes possession cease to be a charge upon the Railway and shall thenceforth be a charge on the sum payable by the Government to the Company. Under the terms of the said Contract the Government also has certain powers of cancelling the same.

To be entered in each minute of the Railway Contract.

The Common Seal of The Magadi Soda Company Limited was herewith affixed in the presence of



SAMUEL SAMUEL } Directors
W. T. PAULING }
G. M. FAX, Secretary

The Common Seal of The British Trusts Association Limited was herewith affixed in the presence of



A. W. PARR } Directors
ALFRED SHEPHERD }
A. E. G. TOPHAM, Secretary



17
37

ALL COMMUNICATIONS
TO BE ADDRESSED TO THE
CROWN AGENTS FOR THE COLONIES
THE DAYS OF THIS LETTER BEING QUOTED
AND THE FOLLOWING REFERENCES: Kenya 31 A.
TELEGRAMS: CROWN, LONDON.
TELEPHONE: 770, VICTORIA.

5, MILLBANK,
WESTMINSTER,
LONDON, S.W. 1

4th May 1928.

Sir,

N^o 10

I have the honour to refer to your letter
No. 15023/28 of the 30th March, on the subject of the Lease
of the Magadi Soda Company's property in Kenya, and to
state that we communicated with Messrs. Sutton, Crompton
and Oliver as requested, with regard to the stamping of
the Debenture Trust Deed.

Completion of the matter is, however, still
delayed owing to a claim for stamp duty on the new Lease
which is being made by the Inland Revenue Department, and
I enclose for the information of the Secretary of State a
copy of the correspondence which has passed between Messrs.
Sutton, Crompton and Oliver and the Inland Revenue Department
on this question.

I have the honour to be,

Sir,

Your obedient Servant,

For Crown Agents.

Copy

Winnington,
Northwich, England.

27th April 1928.

Messrs Sutton, Osmalley & Oliver,
3 & 4 Great Winchester Street,
E.C.2.

Dear Sirs,

Crown Agents for the Colonies and
Ourselves.

We are much obliged for your letter of the
26th April enclosing a copy of the correspondence which has
taken place between the adjudicating Officer in the
Stamp Office and yourselves. We are considering the
matter carefully and will write you further as soon as
possible.

Yours faithfully,

For THE MAGNAN SODA COMPANY LIMITED.

OFF

3 & 4 Great Winchester Street,
London, E.C.2.

26th April 1928.

Judicial 175645/28
Deadi 943, Odean Limited

We have acknowledged receipt of your letter of
25th April and find enclosed a copy of the correspondence on
this subject to date. It is to be noted that the
above mentioned correspondence is being
sent to you for your ready consideration, and
anybody in receipt of the same should be notified of the
actually mentioned in the above.

Yours faithfully,
[Signature]

C/Kenya J.L.A

copy

CONTROLLER OF STAMPS OFFICE
(ADJUDICATION BRANCH) ROOM 36
INLAND REVENUE
SOMERSET HOUSE, LONDON, W. 1

25th April 1928.

Gentlemen,

Adjudication 17664-6/28
Magadi Soda Company Limited.

I beg to acknowledge your letter of the 20th instant. If you will refer to the head of charge "Lease or Teak" in Schedule Stamp Act 1891, you will see that duty on the consideration for the grant of a lease is assessable whether that consideration moves to the lessor or to any other person. I therefore remain of the opinion that the Revenue is entitled to charge ad valorem duty in respect of the £869,000 or so much thereof as does not consist of chattels, and accordingly, I shall be obliged if you will let us have an apportionment of the amount in question as indicated in my letter of the 17th instant.

Yours faithfully,
J. BURGON
Adjudicating Officer

Messrs. Sutton, Ormanney & Oliver.

3 & 4 Great Winchester Street,
London, E.C.2.

20th April 1928.

Sir,

Adjudication No. 17664-6/28;
Magadi Soda Company Limited.

We beg to acknowledge receipt of your letter of 17th April, but entirely fail to understand the basis of this claim for stamp duty.

Surely the stamp duty on leases is assessable on the consideration for granting the leases, which consideration must emanate between the lessors and the lessees.

No advantages of any kind accrue to the lessors in the present case, beyond those expressed in the leases; nor are there any collateral agreements on the subject.

It may be that the Government of Kenya could have claimed some further consideration in respect of property referred to in your letter; but this was, in fact, not done. We submit that the stamp duty on these leases is payable only on the considerations actually received by the lessees. If a man lets property worth £1,000 a year at a rent of £100 a year, can stamp duty be claimed on £1,000 a year? Surely it is payable only on the actual rent.

We have not in our possession the information asked for in the last part of your letter, and shall be obliged to apply to the Company for it, if insisted upon. Before doing this, however, we submit that the claim for additional stamp duty is not well founded.

Yours, Sir,

Yours faithfully,

SUTTON, OLIPHANT & OSWEN.

The Adjudicating Officer,
Controller of Stamps Office,
(Adjudication Branch, Room 16),
Somerset House,
W.C.2.



954

ALL COMMUNICATIONS TO BE ADDRESSED TO THE CROWN AGENTS FOR THE COLONIES THE DATE OF THIS LETTER BEING GIVEN AND THE FOLLOWING REFERENCE: O/KENYA 31A TELEGRAMS: CROWN LONDON TELEPHONE: 1725 VICTORIA

MILLBANK WESTMINSTER LONDON, S.W. 1

RECEIVED 27 MAR 1928 COL OFFICE

26th March 1928

Sir,

With reference to your letter No. 15023/28 of the 7th March, I have the honour to report that we duly executed and returned to Messrs. Sutton, Osmannay & Oliver, as requested, the documents which you forwarded with your letter relating to the Magadi Soda Company's property in Kenya.

I now enclose a copy of Messrs. Sutton Osmannay & Oliver's reply and have to request the Secretary of State's instructions on their enquiry whether the completion of the matter should be deferred pending settlement of the question referred to as regards stamping the Debenture Trust Deed.

As arranged semi-officially, we have informed Messrs. Sutton, Osmannay & Oliver that 50 copies of each of the two deeds referred to at the end of their letter are required as well as of the four documents previously mentioned.

I have the honour to be,

Sir,

Your obedient servant,

J. P. [Signature]

The Under Secretary of State, COLONIAL OFFICE.

For Crown Agents.

22 MAR 1928
30 MAR 1928
Cust.

CA

COPYLETTER FROM MESSRS. SUTTON, CHAMNEY & OLIVER, TO THE
CROWN AGENTS.

3 & 4, Great Winchester Street,

London, E.C.2.

22nd. March 1928.

Gentlemen,

Magadi Soda Company Limited

We beg to acknowledge receipt of your letter of 20th. March 1928 returning the documents relating to the Magadi Soda Company's property in Kenya set out in the first paragraph of your letter.

We will arrange that the Company shall hand over all existing title deeds, on completion, and also for payment of the sum referred to in clause 4 of the Port Lease.

As to the further amounts payable by the Company on completion, we think these would consist only of the costs due to our Firm, and the stamps on the Leases and Surrenders.

There are other payments of Stamp Duty to be made in the Colony; but we conclude that these payments will be arranged there after the documents have been sent out.

We should mention that the Company dispute the necessity for stamping the Reventure Trust Deed, on which the Colony claims a stamp of 25,000 shillings. We understand that their solicitors, Messrs. Blyth, Dutton, Hartley and Blyth are going to formulate their objections to this payment, which we will forward to the Colonial Office in due course. If it is desired to defer completion until this question is arranged, we shall be glad if you will kindly instruct us accordingly.

With reference to the last paragraph of your

letter

757

Mr. Bell 16.1.28

Mr.

Mr.

Mr. Bottomley

Mr. C. Harding

Sir J. Shuckburgh

Sir G. Gerould

Sir C. Davis

Sir G. Wilson

Mr. Ormsby-Gore

Lord Loat

Mr. Amery

X. 15023/28 Kainga

~~Slip~~

28 March 1929

Sir

With reference to

your despatch No 805 of the

16 Dec 1927 and

the various Com. Proceedings

in the matter of the property

of the Maori

Company Ltd. I have

written to you for your

information the acc.

of further correspondence

regarding the lease of the

Company's property

& you will observe



22.3.29
with all papers

Indubitation

that the C.A. for the Colony
 have been requested to forward
 the various instruments when
 completed, to you, and you
 will no doubt cause the
 necessary steps to be taken
 for the registration of the instruments
 when received in the Colony. In
 this connection I understand
 that the C.A.'s have already
 executed the leases and that
 the Solicitors are now
 engaged by their completion.

(Signed) L. S. AMERY

- Mr. Seal 19/3/28
- Mr. Bingham 12/3
- Mr. Allen 12/3
- Mr. Wiseman 12/3
- Mr. Boddamley 13/3/28
- Mr. H. A. Harding
- Mr. J. Shacklburgh
- Mr. G. Grindall
- Mr. G. Davis
- Mr. E. Wilson
- Mr. Ormby Gore
- Miss Lunt
- Mr. Anson

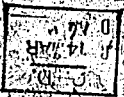
(No. 53 on 10/110)

DRAFT for common *memory*

The C.A. for the Colony

~~Mr. Messers S. O. & O. 6th Feb 1928~~
~~of Messers S. O. & O. 6th Feb 1928~~
 To Messrs S. O. & O. 6th Feb 1928
 (draft herewith)

(2 drafts)



Downing Street,

17 March, 1928.

Gentlemen,

With reference to the letter
 from this Dept. No. 10110/27 of the 16th
 November, 1927, I am directed etc. to
 transmit to you the accompanying copy

of a letter from Messrs. Sutton,
 Ormanney and Oliver, together with the
 following documents relating to the
 Messrs. S. O. & O. property in Kenya,
 which have now been executed by the
 Company:

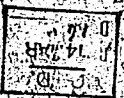
- (i) Lake Lease
- (ii) Railway Lease
- (iii) Port Lease
- (iv) Surrender of Lake and Railway Leases

2. I am to request that you will
 now proceed to execute in duplicate the
 three leases now enclosed, and return
 the whole of the documents to Messrs.

Sutton, Ormanney and Oliver for com-
 pletion in due course as requested in
 their

that the C.A. for the Colonies
 have been requested to forward
 the various instruments when
 completed, to you and you
 will so do it cause the
 necessary steps to be taken
 for the registration of the instruments
 when received in the Colony. In
 this connection I understand
 that the C.A.s have already
 executed the leases and that
 the Solicitors are now
 engaged in their completion.

(Signed) L. SAUNDERS



- Mr. Seal
- Mr. Bush
- Mr. Allen
- Mr. Wiseman
- Mr. Buchanan
- Mr. E. J. Howard
- Mr. J. S. M. ...
- Mr. G. ...
- Mr. C. ...
- Mr. ...
- Mr. ...
- Mr. ...
- Mr. ...
- Mr. ...
- Mr. ...

Downing Street,

17 March, 1928.

Gentlemen,

With reference to the letter
 from this Dept. No. 10110/27 of the 18th
 November, 1927. I am directed etc. to
 transmit to you the accompanying copy

DRAFT for consols.

The C.A.s for the Colonies

of a letter from Messrs. Sutton,
 Ommanney and Oliver, together with the
 following documents relating to the
 Masai Soda Company's property in Kenya
 which have now been executed by the
 Company:

~~To Messrs. S.O. & O. 8th March~~
~~(with 3 copies enclosed)~~
~~To Messrs. S.O. & O. 17th March~~
~~(draft herewith)~~

- (i) Lake Lease
- (ii) Railway Lease
- (iii) Port Lease
- (iv) Surrender of Lake and Railway Leases

I am to request that you will
 now proceed to execute in duplicate the
 three leases now enclosed, and return
 the whole of the documents to Messrs.

(2 drafts)

Sutton, Ommanney and Oliver for com-
 pletion in due course as requested in

their letter. You should at the same

time request the Company to return to

you one copy of each of the documents *as duly completed*

~~and you should therefore forward the~~

~~These should then be forwarded~~
completed documents to the Government of

Kenya in accordance with the procedure

indicated in para 4 of the letter to Messrs

Sutton, Ormanney and Elliot of the 6th of

(23 on 1 (copy))

October, a copy of which was sent to you

on the same date. You should ask the

solicitors to satisfy themselves ^{before} for

warding ^{the} the completed documents that

all the existing title deeds of the Gov's

property in Kenya have been reviewed

for cancellation in the Colony.

With regard to the last par. of
the enclosed letter, you should obtain from
the solicitors ⁵⁰ ^{each} prints of the documents

for transmission to the Govt. of Kenya

with the original completed instruments.

Twelve
Two Twenty

copies of each should also be obtained for

this Dept. in addition to any copy of copies

which you may require for your own use.

4. You should notify this Dept.

when the leases have been duly completed.

5. I am to enclose for your

information a copy of the reply which

was sent to Messrs. Sutton,

Commissioners and Originals letter. A copy

of this correspondence has also been

sent to the Hon. Secy. of the Interior.

Very respectfully,
Wm. H. Hunt

GOV

CONTROLLER OF STAMPS OFFICE
(ADJUDICATION BRANCH, ROOM 16)
INLAND REVENUE,
SOMERSET HOUSE, 107, WOOD

17th April 1928.

NO. 107
17th April 1928

Messrs Sutton, Osmanney & Oliver.

27, A Great Winchester Street,
London, E.C.2.

11th April 1928.

Sir,

Adjudication 17661 - 6/23,
Macaul Soda Company Limited.

In reply to your letter of 5th April, we can inform you, from our personal knowledge, that there are no documents, formal, or informal, which have been entered into between the Old Company and its Liquidator and the New Company and the Crown Agents, or any other documents between the Old Company and the Crown Agents, except Surrenders of Old Leases or between the Crown Agents and the New Company, except the New Leases.

So far as we know, no documents touching the subject matter of these Leases have been entered into between the Old Company and the New Company, but, if you desire it, we will write to the New Company and ask this question.

Yours faithfully,

W. C. SUTTON, the Crown Agents for the Colonies, but not for the Company.

We are, Sir,

Yours faithfully,

SUTTON, OLMSTEAD & COMPANY.

The Adjudication Officer,
Controller of Stamps Office,
(Adjudication Branch, Room 16,
Somerset House.)

CONTROLLER OF STAMPS OFFICE,
(ADJUDICATION BRANCH, ROOM 16)
INLAND REVENUE,
SOMERSET HOUSE, LONDON, W.C.2.

5th April 1928.

Gentlemen,

Adjudication 17664-6/28.
Meradi Soda Company Limited.

I beg to acknowledge receipt of your letter of the 3rd instant, but regret that I cannot assess the duty on the information at present before me.

I shall be obliged therefore if a statement can be furnished showing how the New Company obtained the benefit of the rights of the Old Company to have leases granted. The statement should be supported by the production of any documents, formal or informal, between the Old Company and the Liquidator and the New Company and either of those Companies and the Crown agents.

Yours faithfully,

J. BURGOINE

Adjudicating Officer.

Messrs Sutton, Osmanney & Olliver.

C/Kenya 31 A.

COPY

3 & 4 Great Winchester Street,

London, E.C. 7

5th April 1928.

Sir,

Adjudication No. 1766A - 6/28
Magadi Soda Company Limited.

In reply to your letter of 2nd April, the leases are granted to the new Company and are new Leases. They have no relation whatever to the old Company and are not granted to the new Company, either going to management or directors, and old Company.

3 & 4 Great Winchester Street,
London, E.C.2.

17th April 1928.

Sir,

Adjudication No. 17664 - 6/28
Magadi Soda Company Limited.

In reply to your letter of 2nd April, the Leases are granted to the new Company and are new Leases. They have no relation whatever to the old Company and are not granted to the new Company either by assignment or by reversion to the old Company.

SUTTON, GUMMANNEY & OLIVER

E. G. OLIVER
H. M. GUMMANNEY

TELEGRAMS ADDRESSED TO GUMMANNEY, LONDON

NO. 1289, LONDON WALL
TELEPHONE NO. 2316

RECEIVED
13 APR 1928
MUNICIPAL OFFICE

2 & 4 GREAT WINCHESTER STREET
LONDON, E.C. 2.

1148

15623/28

12th April 1928.

Sir,

Magadi Soda Company Limited.

With reference to the claim by the Kenya Colony and Protectorate for stamp duty amounting to 25,000 shillings on the Debenture Trust Deed of the Old Company, we enclose herewith a copy of a letter dated 13th March last from Messrs. Blyth, Dutton, Hartley & Blyth, the solicitors for the New Company.

We did not transmit a copy of this letter immediately because Messrs. Blyth, Dutton & Co. requested us to delay transmission until they had had an opportunity of taking Counsel's opinion as to the legal liability.

We understand that, although they state in their letter that the claim is maintainable from a legal point of view, an opinion since taken is not in favour of this proposition.

Copy to General to Govt - 392 31 MAY 1928

SUTTON, OSMANNEY & OLIVER

S. OSMANNEY
H. M. OLIVER

TELEGRAMS ADDRESSED TO OSMANNEY, LONDON

TELEPHONE NO. 2259 LONDON WALL
NO. 2216

RECEIVED
13 APR 1928
POST OFFICE

3 & 4, GREAT WINCHESTER STREET

LONDON, E.C. 2

15023/28.

12th April 1928.

Sir,

Magadi Soda Company Limited.

With reference to the claim by the Kenya Colony and Protectorate for stamp duty amounting to 25,000 shillings on the Debenture Trust Deed of the Old Company, we enclose herewith a copy of a letter dated 13th March last from Messrs. Blyth, Dutton, Hartley & Blyth, the solicitors for the New Company.

We did not transmit a copy of this letter immediately because Messrs. Blyth, Dutton & Co. requested us to delay transmission until they had had an opportunity of taking Commael's opinion as to the legal liability.

We understand that, although they state in their letter that the claim is maintainable from a legal point of view, an opinion since taken is not in favour of this proposition.

Copy to Commael & Co. 392 BELMONT ROAD

109

-2-

Our own view of the matter is that the Debenture Trust Deed is purely an English security and that the proper Court to enforce it would be an English Court. The Trust Deed contains, not a specific charge on the property in Kenya, but only a floating charge. In our opinion such a charge does not render the Deed liable to be stamped in Kenya; and even if the charge had been a specific charge instead of a floating charge, our opinion would be the same.

The Company was an English Company and the charge was enforceable in England by the English Court in exercise of its jurisdiction in personam. It may well be that the Court of the Kenya Colony would refuse to enforce the security unless and until the Deed had been stamped in accordance with the Stamp Ordinance of the Colony; but no question of enforcing the security in Kenya can now arise.

We should suggest that the Commissioner of Lands in Kenya be asked for his authority for imposing Stamp Duty on the Deed.

We have the honour to be,

Sir,

Your obedient Servants,

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

Copy

Messrs. Hutton, Osmans & Co.,
27, Great Winchester Street,
E.C.

112, Gresham House

012 1924

LONDON E.C.2. 13th

Dear Sirs

Reference is made to the fact that the
old company has been dissolved and the
assets of the old company have been
transferred to the new company and the
old company has been liquidated.

As you will remember, as a preliminary to the
formation of the new company, the old company
was liquidated and the assets of the old
company were transferred to the new company.

The old company has been dissolved and the
assets of the old company have been
transferred to the new company and the
old company has been liquidated.

The old company has been dissolved and the
assets of the old company have been
transferred to the new company and the
old company has been liquidated.

Yours faithfully,
Messrs. Hutton, Osmans & Co.

The suggestion that our clients will be called upon to pay this heavy duty in Kenya has caused their Board serious concern and we have been instructed to write and solicit your good offices in regard thereto. Apparently the ground upon which the claim is put forward against our clients is that the trustees of the Old Sabuturo Trust Deed having been made parties to the surrenders, their trust deed forms part of the title under which the surrenders are made.

Our clients are not desirous of contesting the question purely from a technical legal point of view the claim is maintainable, but they desire to submit for consideration the same and to contest the claim, even if technically supportable, on the basis of the present facts.

The nature of the dispute between our clients and the Colony is not one of principle but of fact and the latter is not in the same way.

Our clients have taken over an undertaking which is a financial liability and practically speaking a very heavy one. It is a liability as to amount and very heavy as to the construction of the undertaking. The hope is that such a liability will be put upon a satisfactory basis and that a payment can be made and the hope is that they will not of course, suggest that they are from a philanthropic point of view. They hope naturally that there may be profits to themselves.

Whether this will be or not it is premature to say, but what is clear is that the expenditure which our clients are undertaking is directly and immediately of advantage to the Colony and that if, in the future, the undertaking is placed on a satisfactory basis, it will, while profitable to our clients, be equally advantageous to the Colony. To call upon our clients at the commencement of their operation to pay (in addition to the very heavy legal charges and duties they have already borne) a sum of £1,250 for stamp duty on a deed of 1910, which was, of course, primarily an indebtedness of the Old Company and really forms part of the past history of the undertaking means depleting the capital which the present Company has available for resuscitating the undertaking and, to that extent, lessening the chances of its being ultimately placed in a position which, as we have above pointed out, is desirable not only from our clients point of view but from the point of view of the Colony.

Under these circumstances, we are requested to ask you if you will be good enough to bring this matter to the attention of the Colonial Office in the hope that the Department may see its way to commend the matter to the favourable consideration of the Governor of Kenya Colony with a view to the Company being relieved from payment of the stamp duty mentioned above.

We are, dear Sirs,
Yours faithfully,
Blyth Dutton Hartley & Blyth.

Kenya it is not necessary

that the Constitution of the United States
in the hands of the people of the United States
be the reference to the Constitution

in the Constitution of the United States
this matter is a great one

I am
New Britain, Ohio

the people of the United States
the people of the United States

the people of the United States
the people of the United States

the people of the United States
the people of the United States

the people of the United States
the people of the United States

the people of the United States
the people of the United States



954

ALL COMMUNICATIONS TO BE ADDRESSED TO THE CROWN AGENTS FOR THE COLONIES THE DATE OF THIS LETTER BEING QUOTED AND THE FOLLOWING REFERENCE: O/Kenya 31A TELEGRAMS: TORONTO LONDON TELEPHONE: 7740 VICTORIA

1 MILLBANK WESTMINSTER LONDON, S.W. 1

RECEIVED 27 MAR 1928 COLONIAL OFFICE

26th March 1928

Sir,

With reference to your letter No. 15023/28 of the 17th March, I have the honour to report that we duly executed and returned to Messrs. Sutton, Osmanney & Oliver, as requested, the documents which you forwarded with your letter relating to Magadi Soda Company's property in Kenya.

2. I now enclose a copy of Messrs. Sutton Osmanney & Oliver's reply and have to request the Secretary of State's instructions on their enquiry whether the completion of the matter should be deferred pending settlement of the question referred to as regards stamping the Debenture Trust Deed.

3. As arranged semi-officially we have informed Messrs. Sutton, Osmanney & Oliver that 50 copies of each of the two deeds referred to at the end of their letter are required as well as of the four documents previously mentioned.

I have the honour to be,

Sir,

Your obedient servant,

J. B. ...

The Under Secretary of State, COLONIAL OFFICE.

For Crown Agents.

CA

22 MAR 1928

30 MAR 1928

Ans

PUBLIC RECORD OFFICE

1	2	3	4	5
6	7	8	9	10

W/10000

C.O. 533 / 374

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COEY

LETTER FROM MESSRS. SUTTON, CUMANNY & OLIVER, TO THE
CROWN AGENTS.

3 & 4, Great Winchester Street,
 London, E.C. 2.
 22nd. March 1928.

Gentlemen,

Magadi Soda Company Limited.

We beg to acknowledge receipt of your letter of 20th. March 1928 returning the documents relating to the Magadi Soda Company's property in Kenya set out in the first paragraph of your letter.

We will arrange that the Company shall hand over all existing title deeds on completion, and also for payment of the sum referred to in clause 4 of the Port Lease.

As to the further amounts payable by the Company on completion, we think these would consist only of the costs due to our Firm, and the stamp on the Leases and Surrenders.

There are other payments of Stamp Duty to be made in the Colony; but we conclude that these matters will be arranged there after the documents have been sent out.

We should mention that the Company dispute the necessity for stamping the Debenture Trust Deed, on which the Colony claims a stamp of 25,000 shillings. We understand that their solicitors, Messrs. Blyth, Dutton, Hartley and Blyth are going to formulate their objections to this payment, which we will forward to the Colonial Office in due course. If it is desired to defer completion until this question is arranged, we shall be glad if you will kindly instruct us accordingly.

With reference to the last paragraph of your

letter.

757

Mr. Deed 16.11.28

Mr. Dalton

Mr. V. Harding

Sr. J. Shukbarji

Sir G. Grindle

Sir O. Davis

Sir G. Wilson

Mr. Ormsby-Gore

Lord Loval

Mr. Amery

X 15023/28 Kuria

50

22 March 1929

Sir

With reference to

your letter no 805 of the

16 Dec 1927 and

previous correspondence

concerning the property

of the Nagadi

Company Ltd. I have

pleased to hear from you

and in view of the

information received

of further correspondence

regarding the leases of the

Company's property

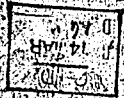
I am sure you will observe

DEPT

20.3.29

with Mr. Dalton

Further action



Downing Street

17 March, 1928.

Gentlemen,

With reference to the letter

from this Dept. No. 10110/27 of the 18th

(No. 63 on 10110)

November, 1927, I am directed etc. to

transmit to you the accompanying copy

of a letter from Messrs. Sutton

Omnansy and Oliver, together with the

following documents relating to the

Masadi Soda Company's property in Kenya

which have now been executed by the

Company -

- (i) Lake Lease
- (ii) Railway Lease
- (iii) Port Lease
- (iv) Surrender of Lake and Railway Leases

I am to request that you will

now proceed to execute in duplicate the

three Leases now enclosed, and return

the whole of the documents to Messrs.

Sutton, Omnansy and Oliver for com-

pletion in due course as requested in

- Mr. Seel
- Mr. Burch
- Mr. Allen
- Mr. Wiseman
- Mr. Dalson
- Mr. E. J. Harding
- Sir J. Shackleton
- Sir G. Grenfell
- Sir O. Davis
- Sir E. Wilson
- Mr. Grady Gore
- Lord Lovat
- Mr. Amery

DRAFT for consan.

The C. As. for the Colg.

~~To Messrs. S.O. & O. 6th March~~
~~(with 8 orig. encls.)~~

To do 17. Mon
(draft herewith)

(2 drafts)

Copy to be sent to Mr. Seel

that the C. A. for the Colons
have been requested to forward
the various instruments when
completed, to you and you
will no doubt cause the
necessary steps to be taken
for the registration of the instruments
when received in the Colony. In
this connection I understand
that the C. A. have already
executed the leases and that
the Solicitors are now
engaged by their completion.

That the C.A. for the Colonies
 have been requested to forward
 the various instruments which
 completed to you and you
 will no doubt cause the
 necessary steps to be taken
 for the registration of the instruments
 when received in the Colony. In
 this connection I understand
 that the C.A. have already
 executed the leases and that
 the Solicitors are now
 engaged by their completion.

1090
 1091
 1092
 1093
 1094
 1095
 1096
 1097
 1098
 1099
 1100

- Mr. Seal
- Mr. Bush
- Mr. Allen
- Mr. Wiseman
- Mr. Dalmonley 13/3/28
- Mr. F. J. Harding
- Mr. J. Shackburgh
- Mr. G. Grindall
- Mr. O. Davis
- Mr. E. Wilson
- Mr. Ormsby-Gore
- Mr. Leese
- Mr. Amery

Downing Street,
 17 March, 1928.

Gentlemen,
 With reference to the letter
 from this Dept. No. 10110/27 of the 18th
 November, 1927, I am directed etc. to

DRAFT for consen.
minutes

The C.A. for the C. s.

transmit to you the accompanying copy
 of a letter from Messrs. Sutton,
 Ormsman and Oliver, together with the
 following documents relating to the
 Magadi Soda Company's property in Kenya
 which have now been executed by the
 Company:

By Messrs. S.O. & O. 6th Mch
 (with B. orig. encl.)
 To do do 7th Mch
 (draft herewith)

- (i) Lake Lease
- (ii) Railway Leases
- (iii) Port Leases
- (iv) Surrender of Lake and Railway
 Leases

I am to request that you will
 now proceed to execute in duplicate the
 three leases now enclosed, and return
 the whole of the documents to Messrs.
 Sutton, Ormsman and Oliver for com-
 pletion in due course as requested in

(2 drafts)

1098

their letter. You should at the same

time request the Company to return to

you one copy of each of the documents *as duly completed*

~~and you should thereupon forward the~~

~~these should then be forwarded~~
completed instruments to the Government of

Kenya in accordance with the procedure

indicated in par. 4 of the letter to Messrs

Sutton, Osmanney and Oliver of the 6th of

October, a copy of which was sent to you

on the same date. You should ask the

solicitors to satisfy themselves ^{before} for

warding ^{of} the completed documents that

all the existing title deeds of the Coy's

property in Kenya have been recovered

for cancellation in the Colony.

With regard to the last par. of

the enclosed letter, you should obtain from

the solicitors ^{two} ~~two~~ ^{copies} ~~copies~~ of the documents

for transmission to the Govt. of Kenya

with the original completed instruments. *Twelve*

copies of each should also be obtained for

this Dept. in addition to any copy or copies

which you may require for your own use.

4. You should notify this Dept. when the leases have been duly completed.

5. I am to enclose for your information a copy of the reply which was sent to Messrs. Sutton, Osman and O'Brien's letter. A copy of this letter is also being forwarded to the Ministry of the Interior.

Very truly yours,
[Signature]

[Name]
[Title]

[Address]

[City]

[Country]

60

- Mr. Seel 9/15
- Mr. Allen
- Mr. Newman 12/15
- Mr. Bottomley
- Mr. E. J. Harding
- Mr. F. Shuckburgh
- Mr. G. Grindle
- Mr. O. Davis
- Mr. S. Wilson
- Mr. Ormsby-Gore
- Lord Loam
- Mr. Amery

84

Downing Street

March 1928

Gentlemen,

I am directed esp. to acknowledge the receipt of your letter of the 6th of March, 1928 transmitting documents in duplicate in respect of the Magadi

Soda-Company's property in Kenya duly exequated by the Company,

and to inform you that the D. As for the Com. have been authorized

to exhibit the three letters and

to return all the documents to you

for completion in due course. The

necessary

DRAFT for conso.

Messrs. Sutton, Granney & Oliver.

(No. 5) 17 MAR 1928

Copy to C.A.

(2 drafts)

necessary instructions have been
sent to the Agents as regards the
return of the completed documents
to them for transmission to the Govt.

of Kenya, with a view to ^{the} registration of the leases

in the Colony, and also as to the
number of printed copies which should be
furnished.

I am, etc.

(Signed) W.C. BOTTOMLEY.

Company Limited, but execution by the Crown Agents is not required.

We have the honour to be,

Sir,

Your obedient servants,

Arthur J. ...

The Under Secretary of State,
Colonial Office,

S.W. 1.

362

Mr. Sect. 19.1.28 / p

- Mr.
- Mr.
- Mr. E. J. Harding
- Sir O. Strickley
- Sir J. Shackburgh
- Sir G. Griddle
- Sir C. Davis
- Sir B. Wilton
- Mr. Ormsby Gore
- Lord Lond
- Mr. Anary

X15023/28 Kanga

0.0
2.11

23 January 1928

Gentlemen

DRAFT.

The Magadi Soda Coy.
Ltd

Copy to Secy 9/1/28
Copy to Secy 20/1/28

With reference to para 12 of
the letter from this Dept
of the 2nd of December 1927
etc to know what to do
the (company) schedule
which has been prepared
by the Commissioner of Lands
Kenya and forwarded by
the Governor ^{containing} ~~stating~~
an approximate statement
of the stamp duty and
registration fees payable
in connection with the

Statement
(Enclosure to Gov's dep 8/6/28)

Grant of new leases of the
the former Nagadi Soda Company's
property in Kenya

2. In forwarding this
statement the Governor draws
attention to the fact that it is
approximate, and points out that
no final figures can be given
until all the old deeds affecting
the properties with the new and
executed leases and surveys
are submitted for final assessment.

SECRETARY GENERAL



GOVERNMENT HOUSE
NAIROBI
KENYA

KENYA

No 905

REC
14 JAN 1928
POST OFFICE

DECEMBER, 1927.

64

Sir,

With reference to your Priority telegram of the 29th November, relative to the total Stamp Duty and Registration Fees payable upon the Magadi Soda Company Leases, I have the honour to transmit a copy of a memorandum and a schedule by the Commissioner of Lands together with a copy of letter from the Attorney General.

X
10/10/27
to 66

Memorandum

TABLE

Magadi Co

1927

It will be some time before...

My regards...

Sir,

Yours obediently, Maurice Curran,

Maurice Curran
COMMISSIONER'S DEPUTY.

THE RIGHT HONOURABLE
LIEUTENANT COLONEL H. O. M. S. ALLRY, F.R.C.S., M.A.
SECRETARY OF STATE FOR THE COLONIES,
DOWNING STREET,
LONDON S.W.

65
COPY

LAND TITLES REGISTRY,

AV/18004.

NAIROBI.

10th December, 1927.

The Hon. Colonial Secretary,
Nairobi.

Thro.

The Hon. Attorney General,
Nairobi.

MAGADI SODA COMPANY.

It is a matter of considerable difficulty to arrive at an exact figure of the total fees payable owing to the fact that all the final deeds in connection with the reconstruction of the Company have not yet been completed.

2. I have, however, perused the various draft leases, draft surrender, copies of the original leases, and the correspondence, and the attached statement contains as much information as it is possible for me to give at this stage.

3. I would emphasise that the statement is approximate only, and that no final figures can be given until all the old deeds affecting the properties concerned together with the new executed leases and surrenders are submitted for final assessment.

4. The Hon. Attorney General will be in a better position to verify the duties payable, as he was concerned with the drafting of the documents.

(Sgd) O. O. GILBERT

for COMMISSIONER OF LANDS.

MABADI SODA COMPANY

Statement of approximate stamp duty and registration fees payable on reconstruction.

<u>(a) TAKE LEASE</u>	<u>Stamp Duty</u>	<u>Registration Fees</u>
	Shs.	Shs.

An ad valorem duty of 1% on the average annual rent (including royalty)

Rent payable Shs.20/-

Royalty payable

As this amount cannot be ascertained at the date of the lease, it is sufficient if the Revenue Authority estimate such royalty (not less than Shs.1,000) having regard to all the circumstances of the case. The Railway Lease reveals that the Company undertakes to despatch not less than 50,000 tons of soda for the first 5 years and thereafter not less than 100,000 tons per year, so the average annual royalty payable cannot be less than Shs.194,040.

1800

20

(b) RAILWAY LEASE

An ad valorem duty of 1% on the average annual rent of Shs.5/-

20

5

(c) PORT LEASE

An ad valorem duty of 2% on the premium of Shs.6855 Gts. 42/- Plus an ad valorem duty of 1% on the annual rent of 1,500,000/-

140

20

SURRENDERS

- | | | |
|----------------------------------------------------------------------------------------------------------------|--------|----|
| (a) Two Surrenders Stamp Duty Shs.20/- each, and Registration Fee 5/- in respect of each property surrendered. | 40 | 18 |
| (b) Order of Court dated 8.4.24 Registration fee of Sh.5/- in respect of each property affected. | Nil | 18 |
| (c) Debenture Trust Deed dated 10.5.19 for £500,000 at 4% ad valorem duty | £5,000 | |

and other things of every description belonging to the Lessees in connection with the same and to use the same for their own purposes paying nevertheless therefor reasonable compensation to the Lessee.

Government Agent of Branch Railway

(ii) Full and free right and liberty for the Government from time to time and at any time to pass traffic over the Branch Railway for any Government or public purpose;

Agent of Branch Railway

(iii) Full and free right and liberty for the Government from time to time and at any time to divert, take up, relay or in any way alter the Branch Railway. Provided that the use and enjoyment thereof by the Lessees shall not be thereby permanently prejudiced.

To hold unto the Lessees for the term of 99 years from the 1st day of November 1924 upon payment of the premium and rent hereinafter reserved and subject to determination as hereinafter provided.

Lessee to determine if Magadi Lease determined

3. If the Magadi Lease shall be determined in any manner whatsoever (hereinafter this Lease shall *ipso facto* determine also but subject to the provisions of Clause 10 of these presents) and without prejudice to any right of action or remedy of the Crown Agents or the Government in respect of any antecedent breach by the Lessees of any of the covenants or provisions herein contained.

4. All the Lessees shall upon the execution of these presents pay to the Crown Agents the sum of Shillings Six thousand four hundred and fifty five cents forty two as premium and shall during the said term pay the yearly rent of one piperoom yearly in advance on the 1st day of January in every year: such premium and the payment of rent for the first two years of the said term having been made on the execution of these presents as the Crown Agents hereby acknowledge.

Contract to carry

5. Provided always that if and whenever the said rent or any part thereof shall be in arrear for the space of 60 days next after the day when the same ought to be paid as aforesaid (whether the same shall or shall not have been legally demanded) or if there shall be any breach or non-observance of any of the covenants on the part of the Lessees (whether the negative or affirmative herein contained) or if the Lessees while the demised premises or any part thereof remain vested in them shall permit liquidation whether voluntary or compulsory (except with the consent in writing of the Government a voluntary liquidation for

the purpose of reconstruction only) or suffer a receiver of their undertaking or any part thereof to be appointed by any Court of competent jurisdiction or commit any act which would render the Lessees liable to be wound up on petition or in the case of assignment of the Lessees not being a Corporation shall or any of them shall become bankrupt or make any assignment for the benefit of or enter into any arrangement for composition with their or his creditors then and in any of the said cases it shall be lawful for the Crown Agents or the Government although they may not have taken advantage of some previous default of the like nature at any time thereafter into and upon the demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossessed and enjoyed in their former estate but subject to the provisions of Clause 10 of these presents and hereupon this Lease (and the liberties hereby granted) shall cease and determine but without prejudice to any right of action or remedy which may have accrued to the Crown Agents or the Government in respect of any antecedent breach by the Lessees of any of the covenants or provisions herein contained provided that this proviso for re-entry shall be subject to all such restrictions and conditions and such relief against forfeiture as shall for the time being be applicable under the laws of England to a proviso for re-entry contained in leases of similar property in England.

6. The Lessees (or themselves their successors and assigns hereby ^{Lessees} ^{Government} covenant with the Crown Agents and also as a separate covenant with the Government as follows:

(a) The Lessees will pay the rent and premiums reserved at the top pay rates and in the manner aforesaid.

(b) (i) The Lessees shall not use or suffer to be used the demised premises or any part thereof for any purpose other than and except only purposes directly connected with carrying the deposits of carbonates of soda under the Magadi Lease or with the export of Soda Goods.

(ii) The Lessees shall not use or suffer to be used the Branch Railway or any part thereof for any purpose other than and except only the transportation from and to Shillalar of things incidental to the export of Soda Goods.

(c) The Lessees shall not use or suffer to be used Shillalar Pier or any part thereof for any purpose other than and except only (1) loading vessels with Soda Goods or (2) unloading from vessels Soda Goods or other articles required for and incidental to carrying the said deposits of soda under the Magadi Lease or (3) supplying

(vi) The Lessees shall comply with all obligations which may be imposed on them by any General Ordinance for the time being in force in the Colony.

(vii) In everything done hereunder the Lessees shall interfere with public and private conveniences and rights as little as possible and shall take all such precautions and provide and maintain all such temporary and permanent accommodation works as shall be reasonably required for the prevention of damage or injury to any property or person or for the due preservation or maintenance of any public right or property.

(viii) The Lessees shall be solely responsible for and shall indemnify and keep indemnified the Government against all accidents, damages, claims and losses which may occur or be incurred or claimed for or by reason of anything done upon the demised premises or any part thereof and if the Government shall by reason of the default of the Lessees make any payment in respect of such damages, claims or losses then and in every such case the Lessees shall repay to the Government on demand the amount of the money so paid and of the costs incurred therein by the Government but this clause shall not extend to any accident, damage, claim or loss which may occur or be incurred or claimed in or by reason of the working of any Railway by the High Commissioner for Transport or authority for the time being and from time to time working or managing the Kenya and Uganda Railway unless the same shall have arisen from some neglect or default of the Lessees.

(ix) The Lessees shall at all times provide and maintain a suitable office at some place on the demised premises where notices may be left for or addressed to the Lessees.

(x) The Lessees shall not at any time during the term hereby granted sell, give barter or otherwise dispose of any arms or ammunition of any description to any native or permit or suffer any such sale, gift, barter or other disposition to be made by any employee or agent of the Lessees.

(xi) The Lessees shall not at any time during the term hereby granted sell, give barter or otherwise dispose of any spirituous liquor to any native or permit or suffer any such sale, gift, barter or other disposition to be made by any employee or agent of the Lessees or import or authorise the importation of any spirituous liquor into the Colony except for the use of the European agents or employees of the Lessees and in accordance with and subject to such rules as may from time to time be made by the Governor in that behalf.

(xii) If the Government shall at any time during the term hereby granted incur any expenditure in erecting or maintaining any sanitary works or regulations upon or in the neighbourhood of the demised premises the Lessees shall so far as such expenditure is rendered necessary or increased by the operations of the Lessees or by the presence of the agents or workmen of the Lessees pay to the Government on demand his contribution towards the said expenditure such proportion as shall be just and equitable in the circumstances such proportion in case of difference to be settled by the Governor.

(xiii) The Lessees shall at all times during the term hereby granted comply with all such requirements and make all such arrangements as may be made or directed by the Government to secure the suitable treatment of native labourers or workmen.

The Crown Agents hereby covenant with the Lessees that the Lessees paying the rent hereby reserved and observing and performing the covenants and conditions herein contained and on the Lessees' part to be observed and performed shall and may peaceably and quietly possess and enjoy the demised premises during the said term without any lawful interruption from or by the Crown Agents or the Government or any persons rightfully claiming from or under them.

8. Provided always and these presents are upon the express conditions following:

(i) The Lessees and any company or corporation becoming by assignment or otherwise entitled to the term hereby granted or any part thereof or to possession of the demised premises or any part thereof shall be and remain British in constitution and character registered in Great Britain or in a British Colony and having their principal place of business within His Majesty's Dominions and the Chairman and at least four-fifths in number of the Directors of the Lessees or any such company or corporation as aforesaid shall at all times be and remain British subjects.

(ii) In the event of any alteration being proposed in the Memorandum or Articles of Association or constitution of the Lessees or any such company or corporation as aforesaid notice thereof shall be given in writing to the Crown Agents whom in their opinion the said alteration shall be contrary to the cardinal principle that the Lessees and any such company or corporation as aforesaid shall be and remain a British Company under British control may refuse their consent to such alteration.

To be read with Ordinance

Not to interfere with public or private rights

To indemnify Government against claims

Not to sell or barter

No arms or ammunition

No spirituous liquor to be sold to natives or not imported except for Europeans

As to liability of Lessees to special assessment

Native labour

Covenant for quiet enjoyment

Lessees to be and remain British

TDHB/AF

ATTORNEY-GENERAL'S OFFICE

Nairobi,

M. 1920/27

KENYA

13th December, 1927

The Hon'ble,
The Colonial Secretary,

Magadi Soda Company Leases.

Ref. The Commissioner of Lands' NO. AV/18004
of 10th December, 1927.

I agree with the list of stamp duties and registration fees given by the Commissioner of Lands, and I also agree that the statement is approximate only, and that no final figures can be given until all the old deeds affecting the properties concerned together with the new executed leases and surrenders are submitted for final assessment.

(sgd) S. D. H. BRUCE

SOLICITOR GENERAL,
for ATTORNEY GENERAL.

TDHE/AP

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SOLICITOR GENERAL,
for ATTORNEY GENERAL.

15 - 6 - 27

COLONY AND PROTECTORATE OF KENYA

Lease

**PORT, BRANCH RAILWAY LINE, WORKS AND PIER
AT KILINDINI**

DATED

192

SUTTON, OSMANNEY & OLIVER,
3 & 4 Great, Winchester Street,
London, E.C.2.

69

15 - 6 - 27

COLONY AND PROTECTORATE OF KENYA

Lease

**PORT, BRANCH RAILWAY LINE, WORKS AND PIER
AT KILINDINI**

DATED

192

SUTTON, OSMANNEY & OLIVER,

13 & 14 Great Winchester Street,

London, E.C.2.

(50108)

Ninety nine years from the 1st day of November 1924 subject to the payment of the rent and royalties thereby reserved and the covenants on the part of the Lessees and the conditions therein contained for the purpose of working the said Railway

Agreement
for Lease

And whereas for the purpose of working the said deposits of carbonate of soda at Lake Magadi the Lessees or the Company whose assets they have acquired have at their own expense constructed a pier branch railway depot works sidings and other works at or near Kilindini upon lands provided by the Government and have agreed to take and the Government have agreed to grant a lease of the said premises

And whereas it has been agreed that the said Lease shall be in the form of these presents and shall contain such covenants and provisions as hereinafter contained

Now this Indenture witnessed and it is hereby agreed and declared as follows

Interpretation

1. In these presents the following expressions or terms shall have the following meanings respectively

- (A) "The Colony" means the Colony and Protectorate of Kenya.
- (B) "The Government" means the Government for the time being of the Colony.
- (C) "The Governor" means the Governor for the time being of the Colony or the person for the time being acting as such.
- (D) "Shimanzi Pier" means the pier included in the demise hereby made.
- (E) "The Branch Railway" means the railway line included in the demise hereby made and connecting the Depot Works hereby demised with the Kenya and Uganda Railway.
- (F) "Soda Goods" means Soda Goods as defined in the Magadi Lease.
- (G) "Month" means calendar month.

2. The Crown Agents for and on behalf of the Government hereby grant and demise to the Lessees Firstly all that Depot Works at Shimanzi near Kilindini known as the Magadi Depot and the Branch Railway Line leading from the Kenya and Uganda Railway at Kilindini to the said Depot Works together with all appurtenances and all the land held therewith and the dwelling-houses and buildings therein the boundaries of all of which are and the site thereof is delineated on the plan annexed hereto and is therein bordered red and Secondly all that the Conveyor Plant and apparatus used in connection therewith and the Pier adjacent thereto known as the Shimanzi Pier which said Conveyor Plant and Pier are bordered green on the said plan but excluding the land beneath the said Conveyor Plant and Pier Reserving unto the Company full and free right to carry its Conveyor Plant over the land bordered green together with the right of access at all times to the supports of the Conveyor Plant for the purpose of maintenance

Demise of Depot
Works, Apparatus
Pier, Branch
Railway Line and
appurtenances to
Lessees

Excepting nevertheless out of the demise hereby made and reserving unto the Crown Agents for and on behalf of the Government as follows

Exceptions

- (i) All mines minerals and mineral substances including precious stones and all coins treasure relics antiquities and other similar things lying in or under the demised premises other than carbonate of soda with full and free right and liberty for the Crown Agents and the Government and their Lessees and persons authorised by them to search for sink to work to raise carry away and dispose of the same and for such purposes to sink drive erect make and use all such pits shafts drifts roads tunnels airways watercourses railways tramways and other roads through across or under the demised premises as shall be necessary or convenient so far as the same can be done without interfering with the Lessees working of the demised premises and without letting down or causing to be let down the surface of the demised premises and subject to the Government making good all damage done by such searching sinking and carrying away
- (ii) Full and free right and liberty for the Government in any case of State emergency (as to the existence of which the Government shall be the sole judge) at any time or times without any consent or notice to the Lessees to take temporary possession of the whole or any part of the demised premises and any rolling stock telegraphs telephones buildings

All minerals
precious stones
etc.

In case of emergency
to take possession

and other things of every description belonging to the Lessees in connection with the same and to use the same for their own purposes paying nevertheless therefor reasonable compensation to the Lessees.

(iii) Full and free right and liberty for the Government from time to time and at any time to pass traffic over the Branch Railway for any Government or public purpose.

(iv) Full and free right and liberty for the Government from time to time and at any time to divert, take up, relay or in any way alter the Branch Railway. Provided that the use and enjoyment thereof by the Lessees shall not be thereby permanently prejudiced.

To hold unto the Lessees for the term of 99 years from the 1st day of November 1924 upon payment of the premium and rent hereinafter reserved and subject to determination as hereinafter provided.

3 If the Mgandi Lease shall be determined in any manner whatsoever then this Lease shall *ipso facto* determine also but subject to the provisions of Clause 10 of these presents and without prejudice to any right of action or remedy of the Crown Agents or the Government in respect of any antecedent breach by the Lessees of any of the covenants or provisions herein contained.

4. The Lessees shall upon the execution of these presents pay to the Crown Agents the sum of Shillings Six thousand four hundred and fifty-five cents forty-two as premium and shall during the said term pay the yearly rent of one peppercorn yearly in advance on the 1st day of January in every year: such premium and the payment of rent for the first two years of the said term having been made on the execution of these presents as the Crown Agents hereby acknowledge.

5. Provided always that if and whenever the said rent or any part thereof shall be in arrear for the space of 60 days next after the day when the same ought to be paid as aforesaid (whether the same shall or shall not have been legally demanded) or if there shall be any breach or non-observance of any of the covenants on the part of the Lessees (whether negative or affirmative) herein contained or if the Lessees while the demised premises or any part thereof remain vested in them shall go into liquidation whether voluntary or compulsory (except with the consent in writing of the Government a voluntary liquidation for

the purpose of reconstruction only) or suffer a receiver of their undertaking or any part thereof to be appointed by any Court of competent jurisdiction or commit any act which would render the Lessees liable to be wound up on petition or in the case of assigns of the Lessees not being a Corporation shall or any of them shall become bankrupt or make any assignment for the benefit of or enter into any arrangement for composition with their or his creditors then and in any of the said cases it shall be lawful for the Crown Agents or the Government although they may not have taken advantage of some previous default of the like nature at any time thereafter into and upon the demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossessed and enjoy as in their former estate but subject to the provisions of Clause 10 of these presents. And thereupon this Lease (and the liberties hereby granted) shall cease and determine but without prejudice to any right of action or remedy which may have accrued to the Crown Agents or the Government in respect of any antecedent breach by the Lessees of any of the covenants or provisions herein contained provided that this proviso for re-entry shall be subject to all such restrictions and conditions and such relief against forfeiture as shall for the time being be applicable under the laws of England to a proviso for re-entry contained in leases of similar tenor in England.

6. The Lessees for themselves their successors and assigns hereby **LESSEES COVENANTS** covenant with the Crown Agents and also as a separate covenant with the Government as follows:

(a) The Lessees will pay the rent hereinafter reserved at the To pay rent times and in the manner aforesaid.

(b) (i) The Lessees shall not use or suffer to be used the demised premises or any part thereof for any purpose other than and except only the purpose directly connected with working the deposits of carbonate of soda under the Mgandi Lease or for the export of Soda Goods.

(ii) The Lessees shall not use or suffer to be used the Branch Railway or any part thereof for any purpose other than and except only the transportation from and to Shitana of things incidental to the export of Soda Goods.

(c) The Lessees shall not use or suffer to be used Shitana Pier or any part thereof for any purpose other than and except only (1) loading vessels with Soda Goods or (2) unloading from vessels vessels all or other articles required for and incidental to working the said deposits of soda under the Mgandi Lease or (3) supplying

Government user of Branch Railway

Alteration of Branch Railway

Lease to determine if Mgandi Lease determined

Proviso for re-entry

Not to interfere with public or private rights

Not to interfere with public or private rights

To indemnify Government against claims

(vi) The Lessees shall comply with all obligations which may be imposed on them by any General Ordinance for the time being in force in the Colony.

(vii) In everything done hereunder the Lessees shall interfere with public and private conveniences and rights as little as possible and shall take all such precautions and provide and maintain all such temporary and permanent accommodation works as shall be reasonably required for the prevention of damage or injury to any property of person or for the due preservation or maintenance of any public right or property.

(viii) The Lessees shall be solely responsible for and shall indemnify and keep indemnified the Government against all accidents damages claims and losses which may occur or be incurred or claimed in or by reason of anything done upon the demised premises or any part thereof and if the Government shall by reason of the default of the Lessees make any payment in respect of such damages claims or losses then and in every such case the Lessees shall repay to the Government on demand the amount of the money so paid and of the costs incurred therein by the Government but this clause shall not extend to any accident damage claim or loss which may occur or be incurred or claimed in or by reason of the working of any Railway by the High Commissioner for Transport or authority for the time being and from time to time working or managing the Kenya and Uganda Railway unless the same shall have arisen from either neglect or default of the Lessees.

(ix) The Lessees shall at all times provide and maintain a suitable office at some place on the demised premises where notices may be left for or addressed to the Lessees.

(x) The Lessees shall not at any time during the term hereby granted sell give barter or otherwise dispose of any arms or ammunition of any description to any native or permit or suffer any such sale gift barter or other disposition to be made by any employee or agent of the Lessees.

(xi) The Lessees shall not at any time during the term hereby granted sell give barter or otherwise dispose of any spirituous liquor to any native or permit or suffer any such sale gift barter or other disposition to be made by any employee or agent of the Lessees or import or authorize the importation of any spirituous liquor into the Colony except for the use of the European agents or employees of the Lessees and in accordance with and subject to such rules as may from time to time be made by the Governor in that behalf.

Use of spirituous liquor

No arms or ammunition to be sold to natives

No spirituous liquor to be sold to natives nor imported except for Europeans

(xii) If the Government shall at any time during the term hereby granted incur any expenditure in erecting or maintaining any sanitary works or regulations upon or in the neighbourhood of the demised premises the Lessees shall so far as such expenditure is rendered necessary or increased by the operations of the Lessees or by the presence of the agents or workmen of the Lessees pay to the Government on demand his contribution towards the said expenditure such proportion as shall be just and equitable in the circumstances such proportion in case of difference to be settled by the Governor.

(xiii) The Lessees shall at all times during the term hereby granted comply with all such requirements and make all such arrangements as may be made or directed by the Government to secure the suitable treatment of native labourers or workmen.

The Crown Agents hereby covenant with the Lessees that the Lessees paying the rent hereby reserved and observing and performing the covenants and conditions herein contained and on the Lessees' part to be observed and performed shall and may peaceably and quietly possess and enjoy the demised premises during the said term without any lawful interruption from or by the Crown Agents or the Government or any persons rightfully claiming from or under them.

8. Provided always and these presents are upon the express conditions following:

(i) The Lessees and any company or corporation becoming by assignment or otherwise entitled to the term hereby granted or any part thereof or to possession of the demised premises or any part thereof shall be and remain British in constitution and character registered in Great Britain or in a British Colony and having their principal place of business within His Majesty's Dominions and the Chiltern and at least four-fifths in number of the Directors of the Lessees or any such company or corporation as aforesaid shall at all times be and remain British subjects.

(ii) In the event of any alteration being proposed in the Memorandum or Articles of Association or constitution of the Lessees or any such company or corporation as aforesaid notice thereof shall be given in writing to the Crown Agents who if in their opinion the said alteration shall be contrary to the cardinal principle that the Lessees and any such company or corporation as aforesaid shall be and remain a British Company under British control may refuse their consent to such alteration.

As to liability of Lessees to special sanitary measures

Native labour

Government for quiet enjoyment

Lessees to be and remain British

(vi) The Lessees shall comply with all obligations which may be imposed on them by any General Ordinance for the time being in force in the Colony.

(vii) In everything done hereunder the Lessees shall interfere with public and private conveniences and rights as little as possible and shall take all such precautions and provide and maintain all such temporary and permanent accommodation works as shall be reasonably required for the prevention of damage or injury to any property or person or for the due preservation or maintenance of any public right or property.

(viii) The Lessees shall be solely responsible for and shall indemnify and keep indemnified the Government against all accidents damages claims and losses which may occur or be incurred or claimed in or by reason of anything done upon the demised premises or any part thereof and if the Government shall by reason of the default of the Lessees make any payment in respect of such damages claims or losses then and in every such case the Lessees shall repay to the Government on demand the amount of the money so paid and of the costs incurred therein by the Government but this clause shall not extend to any accident damage claim or loss which may occur or be incurred or claimed in or by reason of the working of any Railway by the High Commissioner for Transport or authority for the time being and from time to time working or managing the Kenya and Uganda Railway unless the same shall have arisen from chieftain neglect or default of the Lessees.

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(xi) The Lessees shall not at any time during the term hereby granted sell give barter or otherwise dispose of any spirituous liquor to any native or permit or suffer any such sale gift barter or other disposition to be made by any employee or agent of the Lessees or import or authorize the importation of any spirituous liquor into the Colony except for the use of the European agents or employees of the Lessees and in accordance with and subject to such rules as may from time to time be made by the Governor in that behalf.

(xii) If the Government shall at any time during the term hereby granted incur any expenditure in erecting or maintaining any sanitary works or regulations upon or in the neighbourhood of the demised premises the Lessees shall so far as such expenditure is rendered necessary or increased by the operations of the Lessees or by the presence of the agents or workmen of the Lessees pay to the Government on demand as a contribution towards the said expenditure such proportion as shall be just and equitable in the circumstances such proportion in case of difference to be settled by the Governor.

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The Crown Agents hereby covenant with the Lessees that the Lessees paying the rent hereby reserved and observing and performing the covenants and conditions herein contained and on the Lessees part to be observed and performed shall and may peaceably and quietly possess and enjoy the demised premises during the said term without any lawful interruption from or by the Crown Agents or the Government or any persons rightfully claiming from or under them.

8. Provisions always and these presents are upon the express conditions following:-

(i) The Lessees and any company or corporation becoming by assignment or otherwise entitled to the term hereby granted or any part thereof or to possession of the demised premises or any part thereof shall be and remain British in constitution and character registered in Great Britain or in a British Colony and having their principal place of business within His Majesty's Dominions and the Chairman and at least four-fifths in number of the Directors of the Lessees or any such company or corporation as aforesaid shall at all times be and remain British subjects.

(ii) In the event of any alteration being proposed in the Memorandum or Articles of Association or constitution of the Lessees or any such company or corporation as aforesaid notice thereof shall be given in writing to the Crown Agents who if in their opinion the said alteration shall be contrary to the cardinal principle that the Lessees and any such company or corporation as aforesaid shall be and remain a British Company under British control may refuse their consent to such alteration.

As to liability of Lessees to special sanitary measures

Native labour

Requirement for quiet enjoyment

Lessees to be and remain British

Consistency with Ordinances

Not to interfere with public or private rights

To indemnify Government against claims

Office for notices

No arms or ammunition to be sold to natives

No spirituous liquor to be sold to natives nor imported except for Europeans

- (iii) If and whenever any such alteration shall be made without the written consent of the Crown Agents or if the Chairman and at least four-fifths in number of the Directors thereof shall not be British subjects the Crown Agents may thereupon forthwith by notice served on the Lessees or such company or corporation as aforesaid as the date may be determined by the demise hereby made without making any compensation, but subject to the provisions of clause 10 of these presents and without prejudice to any right of action or remedy of the Crown Agents or the Government in respect of any antecedent breach of any of the covenants by the Lessees or conditions herein contained.

9. At the expiration of the term of 99 years hereby granted (but not on the sooner determination of the said term) the demised premises and all the assets and property whatsoever of the Lessees used for the purposes of or in connection with the demised premises shall immediately on the expiration of the said term and free from all payment be and become the property of the Government.

10. If this lease shall be determined otherwise than by effluxion of the said term of 99 years the Government shall have the right to purchase the demised premises and all the assets and property whatsoever of the Lessees used for the purposes of or in connection with the demised premises or any part thereof at the price hereinafter mentioned or a proportionate part thereof upon giving to the Lessees one month's notice in writing in that behalf such notice to be given within one month after the determination of the Lease. If such notice be not given or if such notice be given in regard to part only of the property and assets of the Lessees as aforesaid the Lessees shall be entitled within twelve months from the determination of the Lease to remove the Magadi Pier and Depot Works and the assets and property of the Lessees as aforesaid or such parts thereof as are not included in any such notice.

11. (i) The Government shall have the right at any time during the continuance of the term hereby granted to purchase the demised premises or any part thereof and all the assets and property whatsoever of the Lessees used for the purposes of or in connection with the demised premises and all the interest of the Lessees under these presents at the price hereinafter mentioned or a proportionate part thereof upon giving to the Lessees one year's notice in writing in that behalf.

(ii) If the Government shall exercise this present right then from and after the completion of the purchase until the expiration or sooner

determination of the Magadi Lease the Lessees shall be entitled to the following rights and privileges:

- (A) The right without payment to use and work for the purpose of the Lessees' own business in connection with the working of the said deposits of Carbonate of Soda under the Magadi Lease any lines of electric telegraphs and telephone on the demised premises at the date of the notice exercising the said options.
- (ii) The right to have the same facilities over the Hebrail Railway as though the same were still in their possession.
- (c) The right to use the rest of the demised premises for controlling storing loading and unloading in connection with soda goods as though the same were still in their possession.

12. The price payable by the Government upon a purchase under the exercise of either of the aforesaid rights shall be the aggregate of the two following sums, namely:

- (A) The sum of £71,477 13s. 6d. being the agreed amount of the capital outlay made by the Lessees or the Company whose assets the Lessees have acquired on the construction of the Magadi Pier and Depot Works prior to the date hereof.
- (B) All sums expended by the Lessees after the date hereof and prior to the date of the notice exercising the option upon additions or betterments.

Provided that in determining the price payable by the Government at the beginning of any year there shall be deducted in respect of depreciation a sum equal to one per centum of the price payable by the Government at the beginning of the previous year.

13. The option of purchase conferred by Clauses 10 and 11 hereof shall not extend to any land which may have been acquired by the Lessees under Clause 15 (iii) of the Railway Lease other than that which is at the date of notice being given to exercise the said option being used for the purposes of the demised premises.

14. The rights of purchase hereinbefore conferred on the Government are without prejudice to all or any other rights of the Crown Agents or the Government under or by virtue of these presents.

15. (i) Every indenture or other instrument hereafter issued creating or purporting to create any charge upon the demised premises or any part thereof or upon any other asset or property of the Lessees subject to the rights of purchase aforesaid shall contain or have endorsed thereon notice of the said rights of purchase.

At the end of 99 years' term the demised premises and all assets to belong to the Government

Option to Government to purchase or to determine

Option to Government to purchase at any time

If option exercised the Lessees to have certain rights

Limit on options to purchase

Rights of purchase not to prejudice other rights

Notice of rights of purchase to be given to Lessees

Marginal notes

21. The marginal notes hereto are for the sake of convenience only and shall not affect the interpretation or construction of these presents.

In Witness whereof one of the Crown Agents has hereunto set his hand and seal and the Lessees have caused their common seal to be hereunto affixed the day and year first above written.

Signed, sealed and Delivered by
one of the Crown Agents for the
Colonies in the presence of

The Common Seal of the Magadi
Soda Company Limited was hereunto
affixed in the presence of