

27

KENYA

X

1927

2

0008

10008

Broadcasting

PREVIOUS

See. 26090
 See 14267/27 Mar. 27
 range Genl.
 See X17198/27 E.A.
 N. 15046/28

XF 8180/W

1/3

Application for Broadcasting Licence.

1) Govr Grigg. Telegram 425 ----- 17.12.26.

The message for Fitzgerald, Postmaster General, regarding -----, and stating that Commander Robinson will call at the Colonial Office in connection with the appln.

(a)

Mr Allen.

Please see also minute on that paper.

The previous paper registered "Wireless Broadcasting" (XF 6897/26) is not really relevant to this point, as it deals primarily with licences for transmitting and receiving sets (see original letter from "East Africa" on X5614/26) & not broadcasting, though broadcasting licences are incidentally dealt with in the "Wireless Telegraphy Rules, 1926" (see Gov's: disp: of 26. xi. 26 on 6897/26 No. 3). Copy also below. It is presumably under these Rules that the application herein is made.

Unfortunately Mr Fitzgerald sailed Kenya on Jan: 6th, and we do not really do anything till Commander Robinson turns up. Even if he arrives in the next day or so, & were Mr Fitzgerald, Mr Fitzgerald would have much time before the 6th to take "expert advice" as desired by the Govt. But even if he could see Commr. Robinson and discuss

PUBLIC RECORD OFFICE, LONDON

he was after it would be a gain.

I therefore suggest that we should telegraph to Mr Fitzgerald on the following lines - (Reply paid)

Counsel ~~of Kenya~~ desires you to investigate ~~the~~ ^{applicant} for application for broadcasting licence in Kenya before applicant agent arrives. Arrives on 31st and will call here. Please telegraph whether you will be available in London for interview with him before return and if so when. Tel. follows.

Conservatory Colonial Office

He shall ~~be~~ ^{be} able to fix up an appointment with Comm Robinson if and when he calls.

Action on 8897 & 4234 can be deferred

in view of urgency of his action

Mr Cliffe

31/12/26

J.M. Allen

31/12

At a/c

Fitzgerald Tel. 31 Dec 26 ✓
- to - 31 Dec 26 ✓

* G. Steleus
Leesa Park
Dublin

Tel sent
H. 35 pm
31st Dec 26
(H)

at this stage file transferred to and re-numbered in 1924 series. 10,008

10008/27

DESTROYED UNDER STATUTE
Kenya
DESTROYED UNDER STATUTE
Fitzgerald. Tel.

X.10008/17

1 Jan 27 3/4

Indicates proposals for interview. Fitzgerald. Tel. 3 Jan 27.

3 Jan 27
Considers it advisable to defer his return to Kenya. Requests CA be informed.

Mr. Fitzgerald called to-day and told me that he had had a telegram from Commander Robinson stating that he would not now arrive in England until the 8th of January. In these circumstances, Mr. Fitzgerald will join his ship at Marseilles instead of leaving London on the 6th of January, and the necessary arrangements have been made with the C. Agents and confirmatory action taken on his file No. 13614.

As regards the subsidy, Mr. Fitzgerald told me that Lord Delamere and various other people in the Colony were behind the present proposal. I gathered that the cost would be about £20,000 a year and that they couldn't count on more than about £4,000 revenue. Mr. Fitzgerald did not contemplate at the outside a ~~subsidy~~ ^{payment} of much more than a £1,000. As regards the short wave system, he explained to me that the scheme would involve the setting up of a station in this country as well, and possibly also stations in India and South Africa, the idea being that the Govt. should use the stations for telegraphic communication, ~~handing~~ ^{handing} the station over for a certain number of hours to the broadcasting people. Mr. Fitzgerald is discussing the matter with the Post Office, and I told him that telegraphic communication had been exchanged between the acting Postmaster General at Nairobi and the G.P.O. (No. 41 in file X.F.4234), as regards the possibility of getting a suitable station in this country to correspond. I attach a copy of these messages for convenience of reference.

On the basis of a Special Station Orchestra, it is now appears that the use of records is being considered
J.M.A.

As regards the reference to political reasons in the Governor's telegram, No.1 in the file, Mr. Fitzgerald said that there was no idea at all of using it for political propaganda e.g. in favour of white Kenya. I gather that what is more in mind is really the setting up of a wireless station in Kenya in connection with this scheme ~~which~~ would enable the Govt. to cope better with any threat of interference with the telegraphic communication such as was apparently ^{headed} included by the settlers a few years ago. Mr. Fitzgerald's address in London is Cora Hotel, 12, Upper Woburn Place, W.C.1., telephone No. Museum 4472. When Comdr. Robinson calls here he should be given the address in order that he may at once get into touch with Mr. Fitzgerald. In the meantime, the papers can be put by.

I should say Ken was nothing in this
C.I.

W. Allen

6/1
atance

Comdr Robinson called this morning while Mr Fitzgerald was in my room. He went off to the G.P.O. together

W. Allen

10/1/26

Mr. Fitzgerald called to see me twice to-day, and on the second occasion left the attached papers A and B, A being the original proposals of the would be concessionaires and B the revised draft containing the alterations made as a result of Mr. Fitzgerald's interview with them. Mr. Fitzgerald also

also told me (and I promised to record the fact) that he had asked the proposed concessionaires to agree to a limitation of dividends even if the limitation were placed as high as 15 per cent, but up to the present they had been unable to agree. In Mr. Fitzgerald's opinion it is desirable that some such limitation should be inserted in the licence, and he proposed to recommend accordingly to the Colonial Govt. He also told me that Mr. Morrison (described as the millionaire behind this proposal, and I gathered that Mr. Fitzgerald was satisfied that there ^{was} ~~were~~ financial resources behind it. There is no further action to be taken unless and until some further communication is received from the Colonial Govt., but it would be as well to send a reply to the Governor's telegram as in the draft herewith.

W. Allen

17/1

6 To Gen 38/11 answer 13 JAN 1927

Rec'd to Mr Allen. Comdr R. calls I refer him to the document (i.e. copy of A without amendments) left with

see Mr Fitzgerald W. Allen
20/1

7 Colonial Office 10 Feb. 1927
Extract of letter from C.P.O. dated 10 February, 1927.

8. To G.O. 25 Feb 27 on 10054/27 Kenya.
(We promise G.O. for information, when received from Govt.)
See on No 6. 8 X 10054/27 Kenya.

DESTROYED UNDER STATUTE

X.10008
27

A.L. Denham
tel

9 March 1927

Propose to issue broadcasting licence
to Morrison based on his revised form of application.
Requests reply by tel.

Sir C. Strachey,

You have not seen these papers before, but you will see what has happened from the preceding typed minutes. I am afraid it never occurred to me that an urgent request like this would be received without any despatch. I think, however, in spite of the reported urgency, it is clearly necessary to send a copy of the proposed conditions to the G.P.O. asking them for observations at their earliest convenience and, in doing so, I think it would seem desirable to say (see marked passage on preceding page) that in the course of the discussion at the C.O. Mr. Fitzgerald, the Postmaster General, made a suggestion as to the limitation of dividends, but that ^{at} the S. of S. observes that as no mention of this suggestion is made in the telegram, it is assumed that the Col. Govt. does not propose to pursue it.

M. Allen

14/3/27

I am not much expecting the Dept. "urgency" of this matter -

copy

14/3

G.H.W.
above

9/4

15.3.27.

To G.P.O. cons. (w/ copy revised conditions) 19 MAR 1927
and no 9

X.10008
27

2
b

A.L. Denham
tel

16 March 1927

Requests early reply to no 9

M. Allen

a1

Mr. W. J. Beale of the Sec's Office S.P.O.

(Central 3000 extension 888) telephoned that they could not trace copies of the Windsor

Telegraphy Order 1913 & Windsor Telegraph

Order 1913. As to the latter I referred me to the

copies in X.1006 & X.F.6897: as to the former I

could not find that we ever sent them the

Order, so have today sent Mr. Beale copies

of the 1913 & amending Orders

in a hurry we have talked to the

Beale with a view to getting an early reply

to my letter of 10 March.

Ref. well

24/3/27

Apparently the concessionaires have been moving Sir E. Grigg because his Private Secretary sent me on the 23rd a note enclosing a telegram which he wished sent to the Governor. It appeared from the telegram that Mr. Morrison had withdrawn from the scheme. This was ~~not to be taken as~~ ^{it is apparently not to} ~~be taken as indicating~~ ^{be taken as indicating} evidence - although this did not indicate any doubt

X.10706
27

as to its financial soundness and the message suggested that the concessionaires might be informed that the licence would be granted if Mr. Robinson, their representative, was able to satisfy the Government on his return to the Colony in May next of the financial soundness of the scheme. (This ~~message~~ ^{message} seems to wash out the alleged urgency of the matter).

We are pressing the Post Office for an early reply, and I gather from s-o conversations that they may express some doubt as to the suitability of the wave-length (between 45 and 100 metres) mentioned in the conditions, and also be inclined to favour the imposition, if possible, of some limitation of dividends. I happened to see Major Dutton to-day and I asked him if Sir E. Brigg were aware of the official correspondence explaining the position to him. He said that in those circumstances, ^{he} would probably not wish to send the telegram. He accordingly took the draft away with him.

As the O.A.S. has however, reminded us we had better send a telegram saying that the matter is still under consideration, and a reply will be sent as soon as possible. Draft herewith.

W. Allen
24/3 at home

DESTROYED UNDER STAT. Ord. 24th March 27
13 _____ G.P.O. _____ 2 April 1917

Limit of time on proposed grant of broadcasting licence to J. L. L. & M. Robinson

W. Allen
I do not feel like writing any

X.10706
27

Comments on the G.P.O. letter, except that the various objections which they make seem perfectly sound & ought to be fully considered by the local Govt. before any agreement is entered into. They obviously represent the fruits of experience which Kenya should not neglect.

? let

~~Forwarded~~ the 24 March
broadcasting obs'n of General Post Office on proposed licence will be forwarded by first mail they should be carefully considered before any licence issued.

? follow up by despatch

sendy copies of 10 and 13 saying that the P.M.G. with no doubt will come the obs'n of the G.P.O. which represent the fruit of experience of broadcast in this country, ~~with the same~~

? Ask 13 to thank G.P.O. & enclose copy of proposed despatch

W. Allen
5.4.27

Send copy
Have you any obs'n regarding the Geneva organisation (page 1)?

W. Allen
5/4/27

No shows - we have no
info of this organization

(I am charged with the task
of preparing a memorandum for
the Colquhoun Comtee on

"Broadcasting" etc, 25th to
be glad if as soon as you have
telegraphed, I might have them
pp for me here as two, 2 (the)

will send them back to the dep
(if drafted)

A copy of 13.10.27
sent to the dep
(if drafted)

Sir,

I think in telegraphing as
in p. 10, it is to make clear that the
Secretary of State agrees in principle, to the
issue of a licence (see telegram from local
to the dep, enclosed in the attached letter from
Major Dutton), and in the proposed despatch
instead of writing as suggested (in Mr. Seel's
minute I think it would be better to say that
the Secretary of State considers that the
provisions of the G.P.O. should be adopted,
except in any particular case there are really
special reasons to the contrary, drawing
attention particularly to the remarks of the
Secretary of State on the desirability of making

the

the wave-length subject to the approval of the
Geneva Organisation referred to.

It also seems desirable to write to
Major Dutton to let him know the position, but in
view of recent events, I propose in doing so, to
make it clear that the letter is written for
Sir E. Grigg's information!

W. Allen

12/11/27

13/4

et al

14 Feb. to day 13 April 1927

15 to Gov (w/copy 10+13/32) cons 14 APR 1927

~~DESTROYED UNDER STATUTE~~
G. P. O. (w/copies 14/15)

7. Maj. Dutton (S.O.) } 14 APR 1927

40, Norfolk Square
W.2.

Tell Monday, 25th

Mr. Bottomley.

Cdr. Napfield Robinson called this morning
and with Allen's absence I saw him.

He has seen Major Dutton, who informed
him that the Sgs. had approved his scheme
in principle, subject to sanction by the local
Govt. of certain draws, by the local Govt. G.P.O.,
and advised him to come here & engineer as
to those draws. He has also received a let-
ter this morning from Mr. Fitzgerald to the same
effect, & making the same suggestion.

Told him roughly the substance

of the comments made by the G.P.O., & he seemed to think there wd be no difficulty in reaching agreement on them with the local authorities except as regards the first point - that of the wave-length.

Apparently at tropics & other local conditions with any wavelength over 100 metres impracticable in Kenya, & to increase it to 250-500 would wreck the scheme. They have already considered the question of supplying receiving apparatus as cheaply as possible.

A further point not mentioned in the comm. is that he is anxious for a provision (now accepted in S. Africa) that wireless sets in any motor sold by traders without a licence. He is talking this up with the local Govt.

He sails for Kenya on Tuesday & would very much like to have a copy of the G.P.O. obsns. sent for him & he asked if one could be sent to him today.

There wd seem to be no obs* to his having the G.P.O. obsns in extenso, except that for form sake the points I have marked () might be omitted. It is not necessary to send him No 10.

Dr. Bennett for comm.
J. Steel
10.4.27.

* especially as Mr. Fitzgerald has suggested his engineering here as to these.

X. 10008
13
with the decision indicated in para 11. I am willing to discuss the communication of which the G.P.O. is the subject, & the attitude of Major Weston & Mr. Fitzgerald appears to be the best Govt. of Kenya.

J.F. Jones.
G.C.S. Manning
20.4.27
above

18. To Mansfield Robinson (w/copy 139 revised conditions) 20 APL 1927
19. To Gov. 311 (w/copy 18 & 2nd ind. only) 25 APL 1927
20. Robinson Lt. 25 April, 1927.
Cairns P.M.

Walter is quite willing for amendments to be incorporated in the licence in accordance with the majority of the recommendations of the C.P.O. and has no doubt that complete agreement will be reached between the C.P.O., Kenya, and himself.

COPY TO OAG, LF
G.C.S. Manning
7.5.27

21. C.P.O. 5 May, 1927.
I wd, with obsns, copy letter from Lt. Cmdr Robinson regarding the terms of the Broadcasting Licence to be issued to him.

M. Allen
This should also go out to the OAG, LF, 20. The negotiations

x 1020 8
27

Commander Robinson called yesterday & said that he had been to the Post Office to enquire about this question of call signals, and they referred him to the C.O. I told him that the sign V.Q.G. had been allotted to the Wireless Station; but he was ~~not~~ particularly interested in the question of ²⁷ call signals for the Broadcasting Station, and he was anxious that 7 L.O. might be allotted, the idea apparently being that Kenya should have the same lettering as the capital of the Empire. I explained to him ^{the} position as set out by the General Post Office, and said that we were communicating with the Governor on these lines; I also rang up Mr. Smith and asked him what was the position as regards the allocation of call signals for Broadcasting Stations, and he said that it was ^{not} done in the C.O., and that we should have to refer to the G.P.O. I then rang up Mr. Wissenden of the G.P.O. whom Commander Robinson had already seen, and he told me that call signs for broadcasting Stations were not in any international series, but L.O. was used by London and Melbourne, the latter being 5 L.O., and if people in Kenya wanted to use 7 L.O., he saw no reason why they should not do so. I told him that I proposed to record that information and the Governor would be informed accordingly. He clearly ~~said that he~~ did not want us to write specially about it. I, therefore, made the necessary additions to the ^{particulars} on this paper. (Commander Robinson brought with him Mr. Marcuse of the Communications

Development

11

Development Company, which is the parent Company of the Kenya Broadcasting Company, and Mr. Marcuse wished to raise the question of short wave stations in the other East African Dependencies and Southern Rhodesia. This point has been made the subject of a separate note.)

W. Allen

3/9/27

28/8/28

26 1/2 60 795 19 SEP 1927

27 To G.P.O. (w/prop. 26/25 und.) 19 SEP 1927

28 ——— (w/prop. 26/25 und.) 19 Aug. 1927

Notes

Two drafts of proposed broadcasting licence and proposed agreement for the use and working of the station for wireless communication with Great Britain to be in process of formation. G.P.O. is prepared to execute the agreements with the Co. when formed.

*see page
Callings numbered
returned to Mr. Jewell*

It may be assumed from recent press notices that these draft Agreements have not been entered into with the British East Africa Broadcasting Company.

I have compared them with the original proposals of Commander Robinson (flagged on the file), and with the observations made in the General Post Office letter of the 2nd of April (No.13 on the file), which appear to have been generally adopted except as regards the basis of reckoning the purchase price in the event of the Postmaster General acquiring the Company's stations within ten years from the date of the contract. The General Post Office considered, in paragraph (f) of their letter, that the stipulation that

that the Government should, in such circumstances, pay the full capital cost of the stations, was too onerous, but this provision still appears in Clause 16 (II) of the draft Licence and Agreement, and presumably the local Government have not been able to get the Company to agree to any alteration. No doubt it is considered that there is little prospect that the Government will take over the Broadcasting Service within the period of ten years - (c.f. the 4th sentence of paragraph (f) of No.13).

? We should now send a copy of the despatch and enclosures to the General Post Office for their information, with reference to the correspondence ending with our letter of the 14th of April (No.16 on file). We should say that it will be observed from paragraph 16 (II) of the draft Licence and Agreement that the stipulation referred to in paragraph (f) of No.13 that the Government should, if it acquires the stations within ten years from the date of opening, pay the full capital cost, does not appear to have been amended, as the General Post Office suggested, and that it is presumed that the Government of Kenya has not been able to obtain the agreement of the Broadcasting Company to any alteration of this provision.

I do not think it is necessary now to ask for any observations.

Please see also Mr. Parkinson's note of the 15th of August, which I have attached to the file. If Mr. Collyer is still in this country, I do not see any reason why he should not see the draft Agreement, and the papers could perhaps go to Mr. Parkinson in due course to note them.

Steel 30.9.27.

Sent to Mr. Grant
2/10. 1917.

Communications
Development Dept.

I shall like a copy of the despatch
on the two enclosures to place
on the General file. This company
is a subsidiary of a parent company
in London which is active in
seeking similar powers in other
Colonies: and when a copy is available
on General file, it can be circulated
to other interested Dept. for info.

J. B. Grant
11/10/17

~~addressed~~
reproposed.

I think the licences might be
printed for use in the C. O. (We have
always printed w/t. licences in W.I.D.
& have found it most useful to have
prints)

R. W. Wilson

11.10.27.
On the Post point, just
ack. each of the licence & agreement
have been printed locally - if so ask for
6 copies for our use. At the same
time draw attention to the 13(f) point
each of which is remaining that
they could not get the G.P.O. otherwise
approved.
Wed. 12.10.27

X 1020 8/27

Commander Robinson called yesterday & said that he had been to the Post Office to enquire about this question of call signals, and they referred him to the C.O. I told him that the sign V.Q.G. had been allotted to the Wireless Station; but he was ~~not~~ particularly interested in the question of ^{2/}call signals for the Broadcasting Station, and he was anxious that 7 L.O. might be allotted, the idea apparently being that Kenya should have the same lettering as the capital of the Empire. I explained to him ^{the} position as set out by the General Post Office, and said that we were communicating with the Governor on these lines; I also rang up Mr. Smith and asked him what was the position as regards the allocation of call signals for Broadcasting Stations, and he said that it was ^{not} done in the C.O., and that we should have to refer to the G.P.O. I then rang up Mr. Wissenden of the G.P.O. whom Commander Robinson had already seen, and he told me that call signs for Broadcasting Stations were not in any international series, but L.O. was used by London and Melbourne, the latter being 3 L.O., and if people in Kenya wanted to use 7 L.O., he saw no reason why they should not do so. I told him that I proposed to record that information and the Governor would be informed accordingly. He clearly ~~said that he~~ ^{had} did not want us to write specially about it. I ^{therefore} made the necessary additions to the ^{draft} particulars on this paper. (Commander Robinson brought with him Mr. Marcuse of the Communications

Development

Development Company, which is the parent Company of the Kenya Broadcasting Company, and Mr. Marcuse wished to raise the question of short wave stations in the other East African Dependencies and Southern Rhodesia. This point has been made the subject of a separate note.)

M. Allen

13/9/27

24/1/28

26% Gov 79.5 cons. 19 SEP 1927

Copies of 25 to 50 K G.P.

27 To G.P.O. (w/copy 26)(25 ans'd) 19 SEP 1927

28 — Ag. Gov. Deakin 19 Aug, 1927

delayed for return of J.P.

Two drafts of proposed broadcasting licence and proposed agreement for the use and working of the station for wireless communication with Great Britain. Co. is in process of formation P.M.G. is prepared to execute the agreements with the Co. when formed.

(See page 7 cuttings annexed. returned to Mr Jewell.)

It may be assumed from recent Press notices that these draft Agreements have now been entered into with the British East Africa Broadcasting Company.

I have compared them with the original proposals of Commander Robinson (flagged on the file), and with the observations made in the General Post Office letter of the 2nd of April (No.13 on the file), which appear to have been generally adopted except as regards the basis of reckoning the purchase price in the event of the Postmaster General acquiring the Company's stations within ten years from the date of the contract. The General Post Office considered, in paragraph (f) of their letter, that the stipulation that

11

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NY Allen

13/9/27

26 1/2 Gov *79.5* *25/1/28* *cons.* 19 SEP 1927

Copies of 25 to 55 to G.P.

27 70 1/2 P.O. (w/copy 26)(25 ans'd) 19 SEP 1927

28 Highway Bureau 19 Aug., 1927
570

delayed for return of Mr.

The drafts of proposed broadcasting licence and proposed agreement for the use and working of the station for wireless communication with Great Britain. Co. is in process of formation P.M.C. is prepared to execute the agreements with the Co. when formed.

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that the Government should, in such circumstances, pay the full capital cost of the stations, was too onerous, but this provision still appears in Clause 16 (II) of the draft Licence and Agreement, and presumably the local Government have not been able to get the Company to agree to any alteration. No doubt it is considered that there is little prospect that the Government will take over the Broadcasting Service within the period of ten years - (c.f. the 4th sentence of paragraph (f) of No.13).

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I do not think it is necessary now to ask for any observations.

Please see also Mr. Parkinson's note of the 15th of August, which I have attached to the file. If Mr. Collyer is still in this country, I do not see any reason why he should not see the draft Agreement, and the papers could perhaps go to ~~Mr. Collyer~~ Mr. Parkinson in due course to note this

Sped 30.9.27.

Sent to Mr. Gant
2/10/27

"Communications
Development Coy."

12
I enclose like a copy of the despatch
the two enclosures to place
on the General file. This company
is a subsidiary of a parent company
in London which is active in
seeking similar powers in other
Colonies: and when a copy is available
on General file, it can be circulated
to other interested Depts for info.

J. W. Gant
11/10/27

~~Mr. Gant~~
I think the licences might be
printed for use in the C.O. (We have
always printed w/pt. licences in W.I.D.
& have found it most useful to have
prints)

R. W. Gant

11.10.27.
On this point, first

ask: look if the licence requirements
have been printed locally - if so ask for
copies for our use. At the same

time draw attention to the 13(f) point
ask if more info is necessary that

they could get the copies otherwise
supplied.
12.10.27

W. S. G. L.

I have told Mr. Collyer (S. D. H. S.) that
 nothing E. G. S. Union that since
 has been granted, they do not yet
 know terms of the agreement made
 by Messrs. G. S. with the new
 W.T.O. Co.; that in the event
 there is no point in his coming
 to see E. G. S., but that
 I will have made a note of his
 wishes - (i.e. to see copy of the
 agreement).

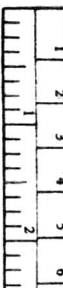
If when the agreement comes,
 he may see a copy, w. p. for
 please let me know.

He is going out as S. D. G.
 of S. D. & wants to collect all
 possible useful info. as to W.T.O.

So show him the agreement
 will in effect be the same as
 communicating it officially
 to the S. D. G. G.

W. S. G. L.
 15/7/24

~~Y.A.~~
 M. L. G. S. G.
 in the W.T.O.
 available



C.O. 533

364

BE REPRODUCED PHOTOGRAPHICALLY WITHOUT PERMISSION OF THE PUBLIC RECORD OFFICE LONDON

29 To G.P.O. (w/copy 28) cons } 20 OCT 1927
30 to Gov 882 (28 and) cons } 20/3/27

To H.C. Pal. Conf (w/c 28) - 20 OCT 1927 on Pal
44678/27

Dear - Thank you. That as
Mr. Coleridge has now left
England, it is not necessary
for us to take any action
in this matter.

see Parkin's
20/10/27

31 G.P.O. 28 Oct, 1927

Submits comments on terms of the proposed licence
and agreement.

Mr. Allen

1 copy to Gov. House for Mr. Allen

1st copy to Gov. House for Mr. Allen

1st copy to Gov. House for Mr. Allen

Steel

Steel

Steel
The chief are probably
to be decided before
Mr. Allen

7/11/27

above for

7/11/27

To Gov 950 (w/copy 31) 14 NOV 1927
to G.P.O. (w/copy above) 14 NOV 1927

B
1-8

34

Gov's Dep
Denham

28th October, 1927

Call sign VQZ, allocated to new wireless station,
has been noted and Gov. informed. P.M.C. has
approved use of signal 720 pending matters which
may be raised as a result of the forthcoming
International Radiotelegraph Conference.

See Dept.
Mr. Allen

1 copy to G.P.O. ref. 27, saying

that particulars of the short wave wireless
station will be communicated when
received from the Governor

J. Steel

22/11/27

R? J.A. Smith to

See after within 8/6
with the provisional sign 720.
for the telephonic Broadcasting T.M.

W.H.
23/11

See
noted
24/11/27

Mr. Allen

24/11 atace

~~DESTROYED UNDER STATUTE~~
35 To G.P.O. (w/copy no 34) 26 NOV 1927

Mr have
been
circulating

36

Amis Deh — 18th November, 1927.
Derham 745

Ms. memo. by Mr. Fitzgerald explaining
why stipulation in Clause (ii) was included,
& also includes 6 copies of the ^{draft} Agreement
& 6 copies of the Broadcasting Agreement

rather agree with Mr Fitzgerald.

Then crossed the dep. of 14
Nov sending out a note of 31 p
the Gov's info. ; G. P. O. will be
sufficient now to send copy of
to G. P. O. per info. ref^o 33,
it has some time sends then a
printed copy of the Agreement:

to get to see - he will perhaps
say if he wants any of the printed
copies.

and the Broadcasting
licence, add ref^o 51 of No 29 that
it will now be observed that these
documents were executed on the
first of September.

Steel

22. 12. 27

J.M.H.

23/12/27

37

To G.P.O. (10 copies each)
enclosure

15
31 DEC 1927

Set
Sent to
G.P.O. 4/1/28

We had better have one set of the
printed documents for attachment
to an appropriate Gen. Dist. paper,
which can then be circulated to other
Dists. for them to see.

G. L. N. B.

4,
at once

Copy of licence and Agreement already
attached to 25090/27 Genl. 15. 10/1/28

Report on the reception of the Armistice Day speech
of His Majesty the Prince of Wales, contained in Kenya
despatch 10,808 of 20. 12. 27. (Regd. General.)

Mr. ~~W. H. ...~~ 24/12/27
Mr. ~~Alfred Allen~~ 29/12

X 10008
-27 Kenya
16
37

- Mr. E. J. Harding.
- Sir C. Strachey.
- Sir J. Shuckburgh.
- Sir G. Grindle.
- Sir C. Davis.
- Sir S. Wilson.
- Mr. Ormsby-Gore.
- Lord Lovat.
- Mr. Amery.

31 Dec, 1927
C. D.
P 29 JEC
D 30

Sir,

With ref. to the ltr. from

33

this Dept. No. 10008/27 of the 14th

DRAFT.

The Secretary,
G.T.O.,

of 400, I am directed to let
to you, for the info. of the
Postmaster General, the
acc. copy of a despatch, with
enclosure, relative to the
Agreement relating to
wireless communication
with Great Britain & the
Broadcasting Licence &
Agreement ~~etc~~ executed
with the British East
African Broadcasting

no. 745 - 18 H. 400. a D.
36 & 1st. encl.
Agreement
Broadcasting Agreement & Licence P.

X As Conf to see X

Mr. W. H. ... 24/12/27
Mr. Allen Allen 29/12/27
Mr.

X 10008
-27 Kemp
16
37

- Mr. E. J. Harding.
- Sir C. Strachey.
- Sir J. Shuckburgh.
- Sir G. Grindle.
- Sir C. Davis.
- Sir S. Wilson.
- Mr. Ormsby-Gore.
- Lord Lovat.
- Mr. Amery.

G. D.
R 29 DEC
D 30

31 Dec., 1927

Sir,

With ref. to the ltr. from

33

this Dept. No. 10008/27 of the 14th
 of Nov., I am directed to let
 to you, for the info. of the
 Postmaster General, the
 enc. copy of a despatch, with
 enclosure, relative to the
 Agreement relating to
 wireless communication
 with Great Britain & the
 Broadcasting Licence &
 Agreement ~~etc~~ executed
 with the British East
 African Broadcasting

DRAFT.

The Secretary,
G.T. 6.,

No. 745 - 18 H. Nov. 29.
36 & 1st. encl.

Agreement -
Agreement & Licence P.

Broadcasting

X Mr. G. P. O. Sec X

Copy. Ltd., together with
one printed copy of each
of these Documents.

2. With ref. to the para. 1
of the li. fr. this Dept. of
the 20th. of Octr., it will
now be observed that both
the Agreements ~~the Agreement~~
& ^{the} License were both
executed on the 1st. of
Sept., 1927.

I am etc.

(Signed) H. T. ALLEN.

for Under Secretary of State.

36. 17



GOVERNMENT HOUSE,
NAIROBI,
KENYA.

KENYA.

No. 745

REC
14 DEC 1927
POL. OFFICE

18th NOVEMBER, 1927.

Copy (w/one copy each enclos.) to P.O. 31 DEC 1927

Sir,

With reference to paragraph 3 of your despatch No. 882 of the 20th October, 1927, relative to the Licence and Agreement etc. to The British East African Broadcasting Company Limited, I have the honour to state that the stipulation in clause 16(ii) of the Broadcasting Licence and Agreement that this Government should, if it required the station within 10 years from the date of opening, pay the full capital cost was fully considered by the Postmaster General in his negotiations with the Company. I attach a memorandum by Mr. Fitzgerald in explanation.

2. As requested I enclose six printed copies of the Agreement made with the Company for the use and working of the station for wireless communication with Great Britain and six printed copies of the broadcasting Agreement and Licence.

I have the honour to be,

Sir,

Your most obedient, humble servant,

GOVERNOR.

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

14th November, 7.

The Hon. Colonial Secretary,

N a i r o b i .

RE: PROPOSED BROADCASTING STATION.

Ref. Your No.F.O.13/8/3/2/11/22 of the 10th
November 1927.

The various points raised in the British Post Office letter of the 2nd April 1927, including paragraph (f), were dealt with in my minute of even number dated the 10th May and were duly considered by Government.

2. By way of amplification of my comments on the particular paragraph in question I would explain that when the original proposals came before me in London, I immediately decided that the negotiations with Commander Robinson must be subject to two major conditions, viz., no financial risk to Government and Government's right to purchase the station and plant at any time. The first was obtained with some difficulty, but negotiations very nearly broke down on the second. The position taken up by Comr. Robinson's then principal financial backer, was that if Government was to acquire the right to purchase, the price, at any time, should be the capital cost. I could not see my way to concede this but ultimately the conditions regarding purchase as embodied in the agreement with the Company were, partly by way of compromise, agreed upon.

3. Apart, however, from any question of compromise, I consider the purchase clause fair and reasonable. It

has

has to be remembered that the enterprise is of a very speculative character indeed and that a very valuable pioneer work in regard to wireless possibilities in these territories is being done without involving a penny of public money. The Company will, in all probability, operate at a loss for some years as the broadcasting service, no matter however efficient, will require time to become generally popular and so will the telegraph service. As a commercial concern the Company could not reasonably be expected to agree to allow Government to step in and purchase its station and plant at a valuation after the lean years were over and when the Company had begun to make profits. In my opinion the grant to Government of the right to purchase at a valuation after 10 years was a substantial concession by the Company. It has further to be remembered that Government is a free agent all through as to whether or not it will purchase at any time.

(Signed) T. L. ...

POSTMASTER GENERAL.

Dietd. to MS.

THE POSTMASTER GENERAL OF THE COLONY AND
PROTECTORATE OF KENYA.

THE BRITISH EAST AFRICAN BROADCASTING COMPANY
LIMITED.

AGREEMENT.

This Indenture made the First day of September One thousand nine hundred and twenty-seven Between THOMAS FITZGERALD, O.B.E., The Postmaster General of the Colony of Kenya (hereinafter called "the Postmaster General") on behalf of the Government of the Colony of the one part and THE BRITISH EAST AFRICAN BROADCASTING COMPANY LIMITED whose registered office is situate at Nairobi in the Colony of Kenya (hereinafter called "the Company") of the other part.

WHEREAS by reason of the provisions of the Wireless Telegraphy Ordinance (Chapter 118, Revised Edition) it is unlawful to establish any Wireless Telegraph Station or instal or work any apparatus for Wireless Telegraphy in any place except under and in accordance with a licence granted in that behalf by the Governor of the Colony and it is also unlawful save as in the said Ordinance provided to transmit telegrams within the said Colony.

AND WHEREAS the Governor has by Government Notice No. 129 of 1927 deputed the person for the time being holding the office of Postmaster General to exercise the powers of granting licences conferred on the Governor by the said Ordinance.

AND WHEREAS the Company has applied to the Postmaster General for a licence

- (a) To establish Wireless Telegraph Stations at such places in the Colony as shall be selected by the Company and approved in writing by the Postmaster General and therein to instal and work apparatus for Wireless Telegraphy of which the transmitting and receiving instruments shall be telephones (which apparatus is hereinafter called "the licensed apparatus").
- (b) To transmit by means of the licensed apparatus spoken messages or music constituting broadcast matter.
- (c) To receive messages by means of the licensed apparatus and to retransmit such messages.
- (d) To establish, maintain and work any additional wireless apparatus necessary to enable the Company to observe the terms of any agreement which may be entered into between the Company and the Postmaster General relating to the transmission or reception of wireless messages in the morse code.

AND WHEREAS the Postmaster General has agreed to grant such licence to the Company upon and subject to the conditions and restrictions therein contained (hereinafter called "the licence"), which licence bears even date with this agreement and a copy of which is set out in the schedule hereto.

AND WHEREAS the Postmaster General and the Company have agreed to enter into the arrangements hereinafter contained.

Copy to J. C. C.

2

NOW THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of the matters hereinafter appearing it is hereby agreed and declared by and between the parties hereto that the Company (as to the covenants and agreements hereinafter contained on its part) doth hereby covenant and agree with the Postmaster General and the Postmaster General (as to the covenants and agreements hereinafter contained on his part) in exercise of all powers and authorities enabling him in this behalf doth hereby covenant and agree with the Company in the manner following (that is to say):—

1. In these presents the following words and expressions shall have the several meanings hereinafter assigned to them unless there be something either in the subject or context repugnant to such construction (that is to say):—

The expression "Telephone" means and includes any telegraphic transmitting or receiving instrument used or intended to be used for the purpose of transmitting or receiving spoken messages or communications or music by electricity.

The expression "Colony" means the Colony and Protectorate of Kenya.

The expression "Person" includes any company or association or body of persons corporate or unincorporate.

2. (i) The Company shall at its own expense within 9 months from the 1st day of September One thousand nine hundred and twenty-seven equip and supplement any licensed apparatus erected in, or in the neighbourhood of, Nairobi, so that the said apparatus shall be powerful enough and capable of transmitting to a receiving station situated in England wireless telegraphic messages in the morse code for a period of not less than four hours continuously in every day, such hours to be fixed by the Company with the approval of the Postmaster General and such hours shall not be varied except with the consent of the Postmaster General.

(ii) The Company shall at its own expense within 9 months from the 1st day of September One thousand nine hundred and twenty-seven establish and provide in the neighbourhood of Nairobi apparatus capable of receiving from a transmitting station situated in England wireless telegraphic messages in the morse code during such hours and times as shall be fixed and agreed upon for the transmitting apparatus under the preceding sub-clause of this clause.

(iii) The transmitting and receiving apparatus provided by the Company under sub-clauses (i) and (ii) respectively of this clause shall hereinafter be called "the Radio Station".

The Postmaster General agrees to use the said Radio Station as a terminal station for the purpose of exchanging public or State telegrams with such station or stations, if any, in Great Britain as the British Post Office may provide for the purpose and the Postmaster General undertakes to provide adequate facilities for the use of such service by any person at every telegraph office under his control and direction situate in the Colony, provided always and notwithstanding the provisions of clause 2, sub-clause (i) above, it is expressly agreed between the parties hereto that the Postmaster General shall make every endeavour to arrange for the use of the said station at such intervals as he may consider necessary for the transmission of messages to, and the reception of messages from, Great Britain.

The Company undertakes to provide at its own expense sufficient and competent Engineering staff to maintain the said Radio

3

Station in efficient working order and to bear and pay all expenses in connection with the working and maintenance of the said Radio Station. Every person employed in the working and maintenance of the station shall be a British subject.

The Postmaster General undertakes to provide and maintain the necessary communicating lines between the said Radio Station and the General Post Office and also to provide and maintain all such apparatus in his Instrument Room at the Nairobi Post Office as shall be required for the actual operation of transmission and reception of messages. It is understood that all relaying apparatus shall be supplied and maintained by the Company at its own expense.

The Postmaster General shall be responsible for the actual operation of transmission and reception of all wireless telegraphic messages coming within the scope of this Agreement and shall provide at his own expense at the Nairobi Post Office sufficient competent operators for such transmission and reception.

The Postmaster General shall pay to the Company or cause to be paid to the Company for the use of the said Radio Station for the purpose mentioned herein the following rates:—

- (a) For full rate telegrams, Sh. -/67 per word transmitted, and Sh. -/33 received.
- (b) For deferred telegrams, Sh. /34 transmitted, and Sh. -/17 received
- (c) For Government telegrams Sh. -/34 transmitted, and Sh. -/17 received.
- (d) For daily letter telegrams Sh. -/17 transmitted, and Sh. -/08 received.

These rates may be adjusted or altered by mutual agreement between the Company and the Postmaster General.

6. All amounts due to the Company in terms of this Agreement shall be paid to the Company on or before the last day of the calendar month following that during which the services have been rendered.

7. It is agreed and understood that clauses 9 and 16 of the licence shall apply, *mutatis mutandis*, to the equipment and apparatus supplementary to the licensed apparatus necessary for the establishment and working of the Radio Station.

8. Transmission by means of the Radio Station shall (except with the consent in writing of the Postmaster General) be only on wave lengths between 5 metres and 150 metres in length as measured by the standard of measurement in use by the Postmaster General for the time being. The normal or carrier wave length essential for such Radio Station shall be maintained as constant as possible during transmission. The Station shall be worked with a power input to the main high frequency generator of not less than two kilowatts and not more than twenty kilowatts at the option of the Company.

9. If the Postmaster General considers that the efficiency of the said Radio Station is inadequate for the purpose of maintaining a commercial service with Great Britain during the hours and for the time fixed under Clause 2 of this Agreement, he may give to the Company notice in writing specifying the respects in which the Station is alleged to be inefficiently worked or maintained. If the Company fail within six months of notice being given adequately to remedy such defects and render the working and maintenance of the Station efficient, this Agreement may be determined either as a whole or so far as this particular clause is concerned at the discretion of the Postmaster General.

10. The Company undertakes to equip and maintain at all times the Radio Station so as to enable the Postmaster General in operating the said Station to observe the provisions of the International Radio-telegraph Convention and Regulations for the time being in force.

11. The Postmaster General undertakes not to issue to any person during the currency of this Agreement a licence for any wireless station or apparatus for the purpose of establishing a radio telegraphy service without first giving the Company the option of providing such station or apparatus on equal terms and conditions, provided that nothing in this clause shall debar the Postmaster General from establishing such service within the Colony or with any or all of the following territories: Uganda, Tanganyika Territory, Zanzibar, Nyasaland, Sudan, Northern Rhodesia and Southern Rhodesia, and provided further that the Postmaster General may establish such service with any other country if the Company should decline to provide facilities for such service on terms and conditions which the Postmaster General may deem reasonable.

12. Any notice, request or consent (whether expressed to be in writing or not) to be given by the Postmaster General under these presents may be under his hand or under the hand of any other duly authorised officer of the Post Office and may be served by sending the same by registered letter addressed to the Company at its registered office for the time being.

13. This Agreement may be determined at the expiration of five years from the 1st day of September one thousand nine hundred and twenty-seven or at any time afterwards by either party giving three calendar months' previous notice in writing: provided that the Postmaster General may determine this Agreement as provided in clause 9 hereof, or for any breach on the part of the Company of any of the terms and conditions of this Agreement.

IN WITNESS WHEREOF the Postmaster General has hereunto set his hand and seal and the Common Seal of the Company was hereunto affixed the day and year first hereinbefore written.

SIGNED SEALED AND DELIVERED by the
Postmaster General in the presence of:

(Sd.) F. J. WOODCOCK,
G. P. O. Nairobi

THE COMMON SEAL OF THE COMPANY
was affixed in the presence of:

(Sd.) T. H. MURRAY,
Rancher, SEAL
Kalorno,
N. Rhodesia

(Sd.) T. FITZGERALD.

(Sd.) DELAMERE,
Director.

(Sd.) L. MANSFIELD ROBINSON,
Director.

(Sd.) W. C. HUNTER & Co.,
Secretary.

THE POSTMASTER GENERAL OF THE COLONY AND
PROTECTORATE OF KENYA.

THE BRITISH EAST AFRICAN BROADCASTING COMPANY
LIMITED.

BROADCASTING LICENCE AND AGREEMENT.

This Indenture made the First day of September one thousand nine hundred and twenty-seven Between THOMAS FITZGERALD, O.B.E., The Postmaster General of the Colony of Kenya (hereinafter called "the Postmaster General") on behalf of the Government of the Colony of the one part and THE BRITISH EAST AFRICAN BROADCASTING COMPANY LIMITED whose registered office is situate at Nairobi in the Colony of Kenya (hereinafter called "the Company") of the other part.

WHEREAS by reason of the provisions of the Wireless Telegraphy Ordinance (Chapter 118, Revised Edition) it is unlawful to establish any Wireless Telegraph Station or instal or work any apparatus for Wireless Telegraphy in any place except under, and in accordance with, a licence granted in that behalf by the Governor of the Colony and it is also unlawful save as in the said Ordinance provided to transmit telegrams within the said Colony.

AND WHEREAS the Governor has by Government Notice No. 129 of 1927 deputed the person for the time being holding the office of Postmaster General to exercise the powers of granting licences conferred on the Governor by the said Ordinance.

AND WHEREAS the Company has applied to the Postmaster General for a licence to establish certain Wireless Telegraph Stations in the said Colony for the purpose of transmitting to persons holding a licence from the Postmaster General entitling them to receive by Wireless Telegraphy messages of the description hereinafter referred to.

AND WHEREAS the Postmaster General has agreed to grant such licence to the Company upon and subject to the conditions and restrictions hereinafter contained.

AND WHEREAS the Postmaster General and the Company have agreed to enter into the arrangements hereinafter contained.

NOW THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of the matters hereinafter appearing it is hereby agreed and declared by and between the parties hereto that the Company (as to the covenants and agreements hereinafter contained on its part) doth hereby covenant and agree with the Postmaster General and the Postmaster General (as to the covenants and agreements hereinafter contained on his part) in exercise of all powers and authorities enabling him in this behalf doth hereby covenant and agree with the Company in the manner following (that is to say):—

1. In these presents the following words and expressions shall have the several meanings hereinafter assigned to them unless there be something either in the subject or context repugnant to such construction (that is to say):—

The expression "Telephone" means and includes any telegraphic transmitting or receiving instrument used or intended to be used for the purpose of transmitting or receiving spoken messages or communications or music by electricity.

2
The expression "Colony" means the Colony and Protectorate of Kenya.

The expression "Person" includes any company or association or body of persons corporate or unincorporate.

2. The Company shall for a term from and including the 1st day of September one thousand nine hundred and twenty-seven until the 31st day of August one thousand nine hundred and thirty-two have licence and permission from the Postmaster General (subject as hereinafter provided):—

- (a) To establish, maintain and work Wireless Telegraph Stations for broadcasting purposes at such places in the Colony as shall be selected by the Company and approved in writing by the Postmaster General and therein to instal, maintain and work apparatus for Wireless Telegraphy of which the transmitting and receiving instruments shall be telephones (which apparatus is hereinafter called "the licensed apparatus").
- (b) To transmit by means of the licensed apparatus spoken messages or music constituting broadcast matter.
- (c) To receive messages by means of the licensed apparatus and to retransmit such messages.
- (d) To establish, maintain and work any additional wireless apparatus necessary to enable the Company to observe the terms of any agreement which may be entered into between the Company and the Postmaster General relating to the transmission or reception of wireless messages in the morse code.

3. The Company shall broadcast daily (Sundays included) between 7 p.m. and 10 p.m., but this shall not preclude the Company from broadcasting during additional hours should it so desire.

4. Transmission by means of the licensed apparatus shall (except with the consent in writing of the Postmaster General) be only on wave lengths between 50 and 150 metres in length as measured by the standard of measurement in use by the Post Office for the time being. The normal or carrier wave length essential for each station shall be maintained as constant as possible during transmission and from day to day. Each station shall be worked with a power input to the main high frequency generator of not less than four kilowatts and not more than ten kilowatts at the option of the Company. The broadcasting stations shall be operated by competent operators and all persons employed in the working thereof shall be British subjects.

5. The Company shall, so soon as each broadcasting station shall be completed, make application to the Postmaster General for its connection with the Post Office telephone system (including the trunk telephone system) and the Postmaster General shall accede to such application upon the same terms and conditions as those upon which he would supply a private subscriber similarly situated and the Company shall enter into the usual subscriber's agreement with the Postmaster General for the provision and maintenance of the necessary connections and shall, during the continuance of this licence, observe and perform the provisions of such agreement and pay to the Postmaster General all sums due to him thereunder.

6. The Company shall observe the provisions of the International Radiotelegraph Convention and Regulations for the time being in force.

3
7. The Company shall, within nine months from the 1st day of September one thousand nine hundred and twenty-seven, establish a Broadcasting Station of the latest type at its own expense powerful enough to provide efficient reception on a 4-valve receiving set over the territory of the Colony excluding such particular places or areas where by reason of Geological or other local conditions the efficiency of the reception may be adversely affected.

8. No other broadcasting licence shall be issued within the Colony during the currency or any renewal or renewals of this licence nor during such period or periods shall any service of broadcasting be instituted by the Postmaster General.

9. (i) If and whenever in the opinion of the Government of the Colony an emergency shall have arisen in which it is expedient for the public service that the said Government shall have control over the reception or transmission of messages by the licensed apparatus, it shall be lawful for the Postmaster General to direct and cause the licensed apparatus or any part thereof to be taken possession of in the name and on behalf of the said Government and to be used for the said Government's service and in that event any person authorised by the Postmaster General may enter upon the stations, offices and works of the Company or any of them and take possession thereof and use the same as aforesaid.

(ii) In the event of the licensed apparatus being used for the said Government service under the last preceding sub-clause, the Company shall be entitled to compensation from the Postmaster General and the Postmaster General shall pay and keep the Company indemnified in respect of the salaries or other remuneration of officers or members of the staff of the Company during the period of such user so that the Company shall be fully and absolutely indemnified from all loss and liability arising or that might arise from such taking over of any or all of its property and licensed apparatus including interest on its share capital issued and paid up at the rate of six per cent. per annum; provided that such salaries or other remuneration shall be at the same rates as previously paid by the Company for similar services.

(iii) Any difference between the parties hereto as to the amount of any such compensation shall be referred to the decision of a single arbitrator in accordance with the Arbitration Ordinance (Chapter 18, Revised Edition) to be agreed upon between the parties or failing such agreement to be nominated by the person for the time being discharging the duties of Chief Justice of the Colony.

10. The Company shall pay to the Postmaster General during the currency of this licence a fee of Shillings Two Hundred per annum or part thereof payable in advance on the 1st day of January in each and every year commencing with the 1st day of January One thousand nine hundred and twenty-eight.

11. The fees laid down to be payable in respect of receiving licences in the Wireless Telegraphy Rules for the time being in force shall be the fees payable provided that the Company may, by giving six months' previous notice, request the Postmaster General to endeavour to secure the reduction of any or all of such fees as it may consider desirable and the Postmaster General shall then request the Governor in Council to reduce such fees accordingly subject to the Company furnishing reasonable guarantees that the continuity of the service shall not be prejudicially affected by such reduction during the period of the licence and provided further that the portion of the fees accruing to the Postmaster General shall not be reduced.

12. The Postmaster General shall make every reasonable effort to secure the payment of the receiving licence fees and agrees to take such action as he may deem necessary and as he may lawfully take against offenders in this respect.

13. The Postmaster General shall take all reasonable and lawful steps to prevent contravention of Rule 20 of the Wireless Telegraphy Rules, 1926, or any rule amending or replacing the same and he shall take suitable action, when necessary, against all offenders under the said Rule.

14. It is understood and agreed that nothing contained herein shall have any application to the licences granted by the Postmaster General for the use of Wireless Telegraphy for experimental purposes or for commercial purposes and shall not oblige the Postmaster General to terminate licences for the use of Wireless Telegraphy for any purpose which shall be in operation at the date of this Indenture.

15. The Company shall not, without the consent in writing of the Postmaster General, assign, mortgage, underlet or otherwise dispose of this Indenture or of the powers or authorities granted by this licence or the benefit or advantage and the covenants and provisions herein contained or any of them.

16. (1) The Postmaster General shall at all times have the right to acquire the said station or stations together with all apparatus machinery spares plant tools equipment buildings offices land together with all improvements thereon and all property relating in any way to the station or stations being the property of the Company.

(ii) In the event of the Postmaster General exercising this right at any time before the 31st day of August One thousand nine hundred and thirty-seven, the Postmaster General shall pay to the Company as purchase price the full capital cost of any station or stations together with all apparatus machinery spares plant tools equipment building offices land together with all improvements thereon and all property relating in any way to the station or stations being the property of the Company.

(iii) In the event of the Postmaster General exercising the right to purchase at any time after the said 31st day of August One thousand nine hundred and thirty-seven, the purchase price shall be based upon a valuation by a Valuer to be mutually agreed upon between the Postmaster General and the Company and failing such mutual agreement the Valuer shall be appointed by the person for the time being discharging the duties of Chief Justice of the Colony.

(iv) In any event the Postmaster General shall be required to give to the Company at least twelve months' written notice of his intention to exercise his rights under sub-clause (i) of this clause.

17. If so required by the Postmaster General, the Company shall, at its own expense, establish and maintain a suitable broadcast receiver for use at such place as the Postmaster General may determine, but the Company shall not be required to work such receiver.

18. The Company agrees that the Articles of Association of the Company shall contain a clause limiting the dividends payable to its shareholders to fifteen per cent. cumulative.

19. In addition to any other rights which the Postmaster General may have under this licence, he shall also have the right to rent and use the licensed apparatus for public purposes at the rate of Shillings Twenty (20/-) per half hour or part thereof and the Company shall provide at its own expense all the necessary facilities for such use.

20. It is hereby agreed that this licence is issued subject to the provisions of any Ordinance for the time being in force and to the conditions and restrictions contained herein and to those set forth in the Wireless Telegraphy Rules 1926 and in any rules which may amend or replace the Wireless Telegraphy Rules 1926.

21. Any notice, request or consent (whether expressed to be in writing or not) to be given by the Postmaster General under these presents may be under his hand or under the hand of any person authorised by him in this behalf and may be served by sending the same by registered letter addressed to the Company at its registered office for the time being and any notice to be given by the Company under these presents may be served by sending the same by registered letter addressed to the Postmaster General.

22. Should the Company at any time commit any breach of any of the terms and conditions of this licence, the Postmaster General may cancel this licence and upon such cancellation the licence shall become null and void.

IN WITNESS WHEREOF the Postmaster General has hereunto set his hand and seal and the Common Seal of the Company was hereunto affixed the day and year first hereinbefore written.

SIGNED SEALED AND DELIVERED by the Postmaster General in the presence of:—

(Sd.) F. J. Woodcock,
G. P. O., Nairobi.

(Sd.) T. FITZGERALD.

THE COMMON SEAL OF THE COMPANY was affixed in the presence of:—

(Sd.) T. H. MURRAY,
Rancher, SEAL,
Kalorno,
N. Rhodesia

(Sd.) DELAMERE,

Director.

(Sd.) L. MANSFIELD ROBINSON,

Director.

(Sd.) W. C. HUNTER & Co.,

Secretary.

26 3/4

KENYA.

No. 695

10006



RECEIVED
21 NOV 1927
G.O. OFFICE

GOVERNMENT HOUSE,
NAIROBI,
KENYA.

26th OCTOBER, 1927.

Sir,

Mo. 26

I have the honour to acknowledge the receipt of your despatch No. 795 of the 19th September and to state that the allocation of the call sign ^{VQF} VQG to the new wireless station has been noted and that the wireless Company has been informed accordingly. Particulars of the station will be communicated to you in due course.

Copy to G.P.O. 26 NOV 1927

2. The Postmaster General has discussed the question of a special call signal for the broadcasting station with Commander Robinson and, as there are no local objections, he has approved the use of the signal TLO pending instructions which may be received as a result of the forthcoming International Radiotelegraph Conference.

I have the honour to be,

Sir,

Your most obedient, humble servant,

for GOVERNOR.

THE RIGHT HONOURABLE

LIEUTENANT COLONEL L.C.M.S. AMERY, P.C., M.P.,

SECRETARY OF STATE FOR THE COLONIES,

DOWNING STREET,

LONDON S.W.

C.O. 333 304 PUBLIC RECORD OFFICE, LONDON

Mr. Whitecombe 1/11/27
Mr. Allen.

X 10008 32/27
15 Kenya

O. D.
R. 10 NOV
D. 12

11 Nov. 1927.

~~SE~~

- Mr. Bottomley.
- Mr. J. Harding.
- Sir J. Shuckburgh.
- Sir G. Grindle.
- Sir C. Davs.
- Sir S. Wilson.
- Mr. Ormsby-Gore.
- Lord Lovat.
- Mr. Amery.

96. Sui,

which ref. to para.

DRAFT.

Kenya
no: 950

Soo. Sugg

X m. eq. i. +
28 Oct. (no. 31)

3 LF

Copy to G.P.O. 14 NOV 1927

3 of my despatch no. 882
of the 20th. of October, 1927
have etc. to Mr. to you,
for your information, the
acc. copy of a letter
from the G. P. O. regarding
the licence & agreement
relating to the setting
up

~~up of a broadcasting~~
~~station in Kenya wh. is~~
is proposed to execute
with the British East
African Broadcasting
Company.

& have etc..

(For the Secretary of State)
(Signed) W. ORMSBY GORE.

28 31

GENERAL POST OFFICE,
LONDON, E.C. 1.



Your reference 10008/27
P.O. reference 145756/26
All communications should be
addressed to—
"The Secretary,
General Post Office."

28 October, 1927.

31 OCT 1927
COL. OFFICE

Sir,

With reference to your Further letter of the 20th October, concerning the proposed broadcasting and point-to-point wireless station at Nairobi, I am directed by the Postmaster General to say, for the information of the Secretary of State for the Colonies, that he notes the terms of the proposed licence and agreement which the Postmaster General of Kenya is prepared to execute with the British East African Broadcasting Company, and particularly the terms of paragraph XVI (ii) to which you draw attention in the second paragraph of your letter.

In the latter connection it should perhaps be pointed out that the initial term of the licence is now for a period of five years ending on the 31st August, 1932, (Clause 2), and it occurs to the Postmaster General that it was probably an oversight that the dates in sub-paragraphs (ii) and (iii) of Clause 16 were not amended to 1932 instead of 1937. If, however, it is still contemplated that, in the event of the Postmaster General's pre-emption being exercised after the fifth and before the end of the tenth year, the price should be calculated at the full capital cost, there is every reason to assume that a price so calculated would be excessive.

Alternatively, the Postmaster General of Kenya would be entitled apparently to refuse to renew the licence to the British East African Broadcasting Company at the end of five years, and would be at liberty either to issue a broadcasting licence to another Company or himself to establish a broadcasting service at the beginning of the sixth year.

I am, Sir,
Your obedient Servant,

The Under Secretary of State,
COLONIAL OFFICE.

H.S. Dewar

No 29
14
950
Copy for
[Signature]

Mr. Seel. 14. A

Mr. Wineman 14/p

Mr.

Mr. E. J. Harding.

Sir C. Strachey.

Sir J. Shuckburgh.

Sir G. Grindall.

Sir C. Davis.

Sir S. Wilson.

Mr. Ormsby-Gore.

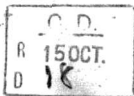
Lord Lovat.

Mr Amery.

30

Ans'd
no. 36

H

Downing Street,
26 October, 1927.**DRAFT.**KENYANo. 882

Gov. Grigg.

Sir,

I have the honour to acknowledge the receipt of Sir Edward Denham's despatch, No. 570, of the 19th of August transmitting *copies* ~~the drafts~~ of a proposed License and Agreement relating to the setting *in Kenya* up of a broadcasting station and a proposed Agreement for the use and working of the station for wireless communication with Great Britain.

2. I note that the Postmaster General is prepared to execute these *documents* ~~Agreements~~ with the British East

African

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Mr. Seel. 14.X

Mr. Wrenan 14/p

Mr.

Mr. E. J. Harding.

Sir C. Strachey.

Sir J. Shuckburgh.

Sir G. Grindle.

Sir C. Davis.

Sir S. Wilson.

Mr. Ormsby-Gore.

Lord Loat.

Mr. Amery.

Ans'd.
no. 31

Downing Street,

20 October, 1927.

DRAFT.

THE SECRETARY,

GENERAL POST OFFICE.

Sir,

With reference to

correspondence ending with the
letter from this Department No.

No.16.

X.10008/27 of the 14th of April,

I am directed to transmit to you
for the information of Sir William
Mitchell-Thomson, the accompanyingcopy of a despatch from the Acting
Governor of Kenya, transmitting the
drafts of a proposed Licence and
Agreement relating to the setting
up of a broadcasting station in

the

ReCirc. X.10054/27

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

African Broadcasting Company when formed,

and I shall be glad to learn whether

copies of the Licence and Agreement

have been printed in Kenya, in which

case I ~~will~~ ^{would} ask that six copies of each

may be forwarded to me.

3. I observe ~~from~~ ^{that} paragraphXVI (ii) of the ~~draft~~ ^{Broadcasting} Licence that
~~no action has been taken on the~~ ^{to comply with}
~~it does not carry out the~~
suggestion made by the General Post

Office in paragraph (f) of their letter

of the 2nd of April, 1927, ~~that~~ ^{amend} the

stipulation that the Government

should, if it ~~is~~ ^{is} required the station

within 10 years from the date of

its opening, pay the full capital cost,

~~is the~~ ^{understand} ~~generous~~ ^{from the point of view of the Govt.} I shall be glad

to be informed if I am correct

in ~~presuming~~ ^{as} it ~~has~~ ^{was} not been possible

to obtain the consent of the

Company to ~~any~~ ^{such} amendment of this

provision.

I have, etc.

the Colony and a proposed Agreement

for the use and working of the

station for wireless communication

with this country, Sir William

Mitchell-Thomson will observe

that the Postmaster General of

Kenya is prepared to execute these

Agreements with the British East

African Broadcasting Company

Limited when that Company is formed.

2. It will also be observed

from paragraph XVI (ii) of the

draft Broadcasting License that no

alteration has been made ⁱⁿ regarding

the stipulation that the Government

of Kenya should, if it ^{is} requires the Company's

^{broadcasting} station within 10 years from the date

of its opening, pay the full capital

cost. It was suggested ^{paragraph (f) b} in your letter

No. 145756/26 of the 2nd of April, 1927

that this stipulation was ^{unduly} too onerous ^{from}
the point view of the Govt of Kenya,
but the Secretary of State ^{presumes}
^{as}

that



31

that it ^{was} has not been possible to
obtain the consent of the British
East African Broadcasting Company
to any alteration of this provision
and The Governor of Kenya is being
asked whether this ^{is} ~~presumption~~ assumption is
correct.

I am etc.

(Signed) R. A. WISEMAN.



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that it ^{was} has not been possible to
obtain the consent of the British
East African Broadcasting Company
to any alteration of this provision,
and the Governor of Kenya is being
asked whether this ^{ass} ~~pres~~umption is
correct.

I am etc.

(Signed) R. A. WISEMAN.

32 78



GOVERNMENT HOUSE,
NAIROBI,
KENYA.

KENYA.

No 570

10008

RECEIVED
8 SEP 1927.
COL. OFFICE

19th AUGUST, 1927.

Sir,

With reference to your despatch No. 407 of the 19th of May regarding the proposed grant of a licence for broadcasting in this Colony, I have the honour to transmit herewith the drafts of :-

- (a) A proposed licence and agreement relating to the setting up of a broadcasting station, and
- (b) A proposed agreement for the use and working of the station for wireless communication with Great Britain,

which I have approved in concurrence with the advice of my Executive Council.

2. The Company referred to is in process of formation and the Postmaster General is prepared to execute the above agreements with the Company when formed.

I have the honour to be,

Sir,

Your most obedient, humble servant,

Wm. Denham

ACTING GOVERNOR.

THE RIGHT HONOURABLE

LIEUTENANT COLONEL L.C.M.S. AMERY, P.C., M.P.,

SECRETARY OF STATE FOR THE COLONIES,

DOWNING STREET,

LONDON S.W.

Copy to G. P. O. 20 OCT 1927
Ad. ad. P.P. 20 OCT 1927
Copy to Pal. 20 OCT 1927 on 44678/27

6 copies

THE POSTMASTER GENERAL OF THE COLONY AND
PROTECTORATE OF KENYA.

THE BRITISH EAST AFRICAN BROADCASTING COMPANY LIMITED.

BROADCASTING LICENCE AND AGREEMENT.

T H I S I N D E N T U R E made the
day of one thousand nine hundred and twenty seven
B e t w e e n THOMAS FITZGERALD, O.B.E., The Postmaster
General of the Colony of Kenya (hereinafter called "the
Postmaster General") on behalf of the Government of the
Colony of the one part and THE BRITISH EAST AFRICAN
BROADCASTING COMPANY LIMITED whose registered office is
situate at Nairobi in the Colony of Kenya (hereinafter
called "the Company") of the other part.

WHEREAS by reason of the provisions of the
Wireless Telegraphy Ordinance (Chapter 118, Revised
Edition) it is unlawful to establish any Wireless
Telegraph Station or instal or work any apparatus for
Wireless Telegraphy in any place except under, and in
accordance with, a licence granted in that behalf by
the Governor of the Colony and it is also unlawful save
as in the said Ordinance provided to transmit telegrams
within the said Colony.

AND WHEREAS the Governor has by Government
Notice No. 129 of 1927 deputed the person for the time
being holding the office of Postmaster General to
exercise the powers of granting licences conferred on
the Governor by the said Ordinance.

AND WHEREAS the Company has applied to the
Postmaster General for a licence to establish certain

Wireless/

Wireless Telegraph Stations in the said Colony for the purpose of transmitting to persons holding a licence from the Postmaster General entitling them to receive by Wireless Telegraphy messages of the description hereinafter referred to.

AND WHEREAS the Postmaster General has agreed to grant such licence to the Company upon and subject to the conditions and restrictions hereinafter contained.

AND WHEREAS the Postmaster General and the Company have agreed to enter into the arrangements hereinafter contained.

NOW THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of the matters hereinafter appearing it is hereby agreed and declared by and between the parties hereto that the Company (as to the covenants and agreements hereinafter contained on its part) doth hereby covenant and agree with the Postmaster General and the Postmaster General (as to the covenants and agreements hereinafter contained on his part) in exercise of all powers and authorities enabling him in this behalf doth hereby covenant and agree with the Company in the manner following (that is to say) :-

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

The expression "Telephone" means and includes any telegraphic transmitting or receiving instrument used or intended to be used for the purpose of transmitting or receiving spoken messages or communications or music by electricity.

The

The expression "Colony" means the Colony and Protectorate of Kenya.

The expression "Person" includes any company or association or body of persons corporate or unincorporate.

2. The Company shall for a term from and including the 1st day of September one thousand nine hundred and twenty seven until the 31st day of August one thousand nine hundred and thirty two have licence and permission from the Postmaster General (subject as hereinafter provided) :-

- (a) To establish, maintain and work Wireless Telegraph Stations for broadcasting purposes at such places in the Colony as shall be selected by the Company and approved in writing by the Postmaster General and therein to instal, maintain and work apparatus for Wireless Telegraphy of which the transmitting and receiving instruments shall be telephones (which apparatus is hereinafter called "the licensed apparatus").
- (b) To transmit by means of the licensed apparatus spoken messages or music constituting broadcast matter.
- (c) To receive messages by means of the licensed apparatus and to retransmit such messages.
- (d) To establish, maintain and work any additional wireless apparatus necessary to enable the Company to observe the terms of any agreement which may be entered into between the Company and the Postmaster General relating to the transmission or reception of wireless messages in the morse code.

3. The Company shall broadcast daily (Sundays included) between 7 p.m. and 10 p.m., but this shall not preclude the Company from broadcasting during additional hours should it so desire.

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4. Transmission by means of the licensed apparatus shall (except with the consent in writing of the Postmaster General) be only on wave length between 50 and 150 metres in length as measured by the standard of measurement in use by the Post Office for the time being. The normal or carrier wave length essential for each station shall be maintained as constant as possible during transmission and from day to day. Each station shall be worked with a power input to the main high frequency generator of not less than four kilowatts and not more than ten kilowatts at the option of the Company. The broadcasting stations shall be operated by competent operators and all persons employed in the working thereof shall be British subjects.

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5. The Company shall, so soon as each broadcasting station shall be completed, make application to the Postmaster General for its connection with the Post Office telephone system (including the trunk telephone system) and the Postmaster General shall accede to such application upon the same terms and conditions as those upon which he would supply a private subscriber similarly situated and the Company shall enter into the usual subscriber's agreement with the Postmaster General for the provision and maintenance of the necessary connections and shall, during the continuance of this licence, observe and perform the provisions of such agreement and pay to the Postmaster General all sums due to him thereunder.

6. The Company shall observe the provisions of the International Radiotelegraph Convention and Regulations for the time being in force.

7. The Company shall, within nine months from the 1st day of September one thousand nine hundred and twenty seven, establish a Broadcasting Station of the latest type at its own expense powerful enough to provide efficient reception on a 4-valve receiving set over the territory of the Colony excluding such particular places or areas where by reason of Geological or other local conditions the efficiency of the reception may be adversely affected.

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M

8. No other broadcasting licence shall be issued within the Colony during the currency or any renewal or renewals of this licence nor during such period or periods shall any service of broadcasting be instituted by the Postmaster General.

9. (i). If and whenever in the opinion of the Government of the Colony an emergency shall have arisen in which it is expedient for the public service that the said Government shall have control over the reception or transmission of messages by the licensed apparatus, it shall be lawful for the Postmaster General to direct and cause the licensed apparatus or any part thereof to be taken possession of in the name and on behalf of the said Government and to be used for the said Government's service and in that event any person authorised by the Postmaster General may enter upon the stations, offices and works of the Company or any of them and take possession thereof and use the same as aforesaid.

(ii). In the event of the licensed apparatus being used for the said Government service under the last preceding sub-clause, the Company shall be entitled to compensation from the Postmaster General and the Postmaster General shall pay and keep the Company indemnified in respect of the salaries or other remuneration of officers or members of the staff of the Company during the period of such user so that the Company shall/

C.O. 353 / 304 PUBLIC RECORD OFFICE, LONDON

shall be fully and absolutely indemnified from all loss and liability arising or that might arise from such taking over of any or all of its property and licensed apparatus including interest on its share capital issued and paid up at the rate of six per cent per annum; provided that such salaries or other remuneration shall be at the same rates as previously paid by the Company for similar services.

(iii) Any difference between the parties hereto as to the amount of any such compensation shall be referred to the decision of a single arbitrator in accordance with the Arbitration Ordinance (Chapter 18, Revised Edition) to be agreed upon between the parties or failing such agreement to be nominated by the person for the time being discharging the duties of Chief Justice of the Colony.

10. The Company shall pay to the Postmaster General during the currency of this licence a fee of Shillings Two Hundred per annum or part thereof payable in advance on the 1st day of January in each and every year commencing with the 1st day of January One thousand nine hundred and twenty eight.

11. The fees laid down to be payable in respect of receiving licences in the Wireless Telegraphy Rules for the time being in force shall be the fees payable provided that the Company may, by giving six months' previous notice, request the Postmaster General to endeavour to secure the reduction of any or all of such fees as it may consider desirable and the Postmaster General shall then request the Governor in Council to reduce such fees accordingly subject to the Company furnishing reasonable guarantees that the continuity of the service shall not be prejudicially affected by such reduction during the period of the licence and provided further that the portion of the fees accruing to the Postmaster General shall not be reduced.

C.O. 533 / 364
 ALLY WITHOUT PERMISSION OF THE
 PUBLIC RECORD OFFICE, LONDON

12. The Postmaster General shall make every reasonable effort to secure the payment of the receiving licence fees and agrees to take such action as he may deem necessary and as he may lawfully take against offenders in this respect.

13. The postmaster General shall take all reasonable and lawful steps to prevent contravention of Rule 20 of the Wireless Telegraphy Rules 1926 or any rule amending or replacing the same and he shall take suitable action, when necessary, against all offenders under the said Rule.

14. It is understood and agreed that nothing contained herein shall have any application to the licences granted by the Postmaster General for the use of Wireless Telegraphy for experimental purposes or for commercial purposes and shall not oblige the Postmaster General to terminate licences for the use of Wireless Telegraphy for any purpose which shall be in operation at the date of this Indenture.

15. The Company shall not, without the consent in writing of the Postmaster General, assign, mortgage, underlet or otherwise dispose of this Indenture or of the powers or authorities granted by this licence or the benefit or advantage and the covenants and provisions herein contained or any of them.

16. (1) The Postmaster General shall at all times have the right to acquire the said station or stations together with all apparatus machinery spares plant tools equipment buildings offices land together with all improvements thereon and all property relating in any way to the station or stations being the property of the Company.

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(ii). In the event of the Postmaster General exercising this right at any time before the said 31st day of August One thousand nine hundred and thirty seven, the Postmaster General shall

PUBLIC RECORD OFFICE, LONDON

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20/11/33

shall pay to the Company as purchase price the full capital cost of any station or stations together with all apparatus machinery spares plant tools equipment building offices land together with all improvements thereon and all property relating in any way to the station or stations being the property of the Company.

(iii) In the event of the Postmaster General exercising the right to purchase at any time after the 31st day of August One thousand nine hundred and thirty seven, the purchase price shall be based upon a valuation by a Valuer to be mutually agreed upon between the Postmaster General and the Company and failing such mutual agreement the Valuer shall be appointed by the person for the time being discharging the duties of Chief Justice of the Colony.

(iv) In any event the Postmaster General shall be required to give to the Company at least twelve months' written notice of his intention to exercise his rights under sub-clause (i) of this clause.

17. If so required by the Postmaster General, the Company shall, at its own expense, establish and maintain a suitable broadcast receiver for use at such place as the Postmaster General may determine, but the Company shall not be required to work such receiver.

18. The Company agrees that the Articles of Association of the Company shall contain a clause limiting the dividends payable to its shareholders to fifteen per cent cumulative.

19. In addition to any other rights which the Postmaster General may have under this licence, he shall also have the right to rent and use the licensed apparatus for public purposes at the rate of Shillings Twenty (20/-) per half-hour or part thereof and the Company shall provide at its own

expense/

See No 10
and
No 13

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100
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PUBLIC RECORD OFFICE: LONDON

expense all the necessary facilities for such use.

20. It is hereby agreed that this licence is issued subject to the provisions of any Ordinance for the time being in force and to the conditions and restrictions contained herein and to those set forth in the Wireless Telegraphy Rules 1926 and in any rules which may amend or replace the Wireless Telegraphy Rules 1926.

21. Any notice, request or consent (whether expressed to be in writing or not) to be given by the Postmaster General under these presents may be under his hand or under the hand of any person authorized by him in this behalf and may be served by sending the same by registered letter addressed to the Company at its registered office for the time being and any notice to be given by the Company under these presents may be served by sending the same by registered letter addressed to the Postmaster General.

22. Should the Company at any time commit any breach of any of the terms and conditions of this licence, the Postmaster General may cancel this licence and upon such cancellation the licence shall become null and void.

IN WITNESS, etc.

Postmaster General for a licence

- (a). To establish Wireless Telegraph Station at such places in the Colony as shall be selected by the Company and approved in **writing** by the Postmaster General and therein to instal and work apparatus for Wireless Telegraphy of which the transmitting and receiving instruments shall be telephones (which apparatus is hereinafter called "the licensed apparatus").
- (b). To transmit by means of the licensed apparatus spoken messages or music constituting broadcast matter.
- (c). To receive messages by means of the licensed apparatus and to retransmit such messages.
- (d). To establish, maintain and work any additional wireless apparatus necessary to enable the Company to observe the terms of any agreement which may be entered into between the Company and the Postmaster General relating to the transmission or reception of wireless messages in the morse code.

AND WHEREAS the Postmaster General has agreed to grant such licence to the Company upon and subject to the conditions and restrictions therein contained (hereinafter called "the licence"), which licence bears even date with this agreement and a copy of which is set out in the schedule hereto.

AND WHEREAS the Postmaster General and the Company have agreed to enter into the arrangements hereinafter contained.

NOW THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of the matters hereinafter appearing it is hereby agreed and declared by and between the parties hereto that the Company (as to the covenants and agreements hereinafter contained on its part) doth hereby

hereby covenant and agree with the Postmaster General and the Postmaster General (as to the covenants and agreements hereinafter contained on his part) in exercise of all powers and authorities enabling him in this behalf doth hereby covenant and agree with the Company in the manner following (that is to say) :-

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

The expression "Telephone" means and includes any telegraphic transmitting or receiving instrument used or intended to be used for the purpose of transmitting or receiving spoken messages or communications or music by electricity.

The expression "Colony" means the Colony and Protectorate of Kenya.

The expression "Person" includes any company or association or body of persons corporate or unincorporate.

2. (1). The Company shall at its own expense within 9 months from the 1st day of September One thousand nine hundred and twenty seven equip and supplement any licensed apparatus erected in, or in the neighbourhood of, Nairobi, so that the said apparatus shall be powerful enough and capable of transmitting to a receiving station situated in England wireless telegraphic messages in the morse code for a period of not less than four hours continuously in every day, such hours to be fixed by the Company with the approval of the Postmaster General and such hours shall not be varied except with the consent of the Postmaster General.

(ii). The Company shall at its own expense within 9 months from the 1st day of September One thousand nine hundred and

and twenty seven establish and provide in the neighbourhood of Nairobi apparatus capable of receiving from a transmitting station situated in England wireless telegraphic messages in the morse code during such hours and time as shall be fixed and agreed upon for the transmitting apparatus under the preceding sub-clause of this clause.

(iii) The transmitting and receiving apparatus provided by the Company under sub-clauses (i) and (ii) respectively of this clause shall hereinafter be called "the Radio Station".

3. The Postmaster General agrees to use the said Radio Station as a terminal station for the purpose of exchanging public or State telegrams with such station or stations, if any, in Great Britain as the British Post Office may provide for the purpose and the Postmaster General undertakes to provide adequate facilities for the use of such service by any person at every telegraph office under his control and direction situate in the Colony, provided always and notwithstanding the provisions of clause 2, sub-clause (i) above, it is expressly agreed between the parties hereto that the Postmaster General shall make every endeavour to arrange for the use of the said station at such intervals as he may consider necessary for the transmission of messages to, and the reception of messages from, Great Britain.

4. The Company undertakes to provide at its own expense sufficient and competent Engineering staff to maintain the said Radio Station in efficient working order and to bear and pay all expenses in connection with the working and maintenance of the said Radio Station. Every person employed in the working and maintenance of the station shall be a British subject.

The Postmaster General undertakes to provide and maintain/

Maintain the necessary communicating lines between the said Radio Station and the General Post Office and also to provide and maintain all such apparatus in his Instrument Room at the Nairobi Post Office as shall be required for the actual operation of transmission and reception of messages. It is understood that all relaying apparatus shall be supplied and maintained by the Company at its own expense.

The Postmaster General shall be responsible for the actual operation of transmission and reception of all wireless telegraphic messages coming within the scope of this Agreement and shall provide at his own expense at the Nairobi Post Office sufficient competent operators for such transmission and reception.

The Postmaster General shall pay to the Company or cause to be paid to the Company for the use of the said Radio Station for the purpose mentioned herein the following rates :-

- (a) For full rate telegrams, Sh. -/67 per word transmitted.
and Sh. -/33 " " received.
- (b) For deferred telegrams, Sh. -/34 " " transmitted.
and Sh. -/17 " " received.
- (c) For Government telegrams, Sh. -/34 " " transmitted
and Sh. -/17 " " received
- (d) For daily letter telegrams Sh. -/17 " " transmitted
and Sh. -/08 " " received.

*of p. 2
Nairobi
(1913)*

✓

These rates may be adjusted or altered by mutual agreement between the Company and the Postmaster General.

6. All amounts due to the Company in terms of this Agreement shall be paid to the Company on or before the last day of the calendar month following that during which the services have been rendered.

✓ 7.

7. It is agreed and understood that clauses 9 and 16 of the licence shall apply, *mutatis mutandis*, to the equipment and apparatus supplementary to the licensed apparatus necessary for the establishment and working of the Radio Station.

8. Transmission by means of the Radio Station shall (except with the consent in writing of the Postmaster General) be only on wave length between 5 metres and 150 metres in length as measured by the standard of measurement in use by the Postmaster General for the time being. The normal or carrier wave length essential for such Radio Station shall be maintained as constant as possible during transmission. The Station shall be worked with a power input to the main high frequency generator of not less than two kilowatts and not more than twenty kilowatts at the option of the Company.

9. If the Postmaster General considers that the efficiency of the said Radio Station is inadequate for the purpose of maintaining a commercial service with Great Britain during the hours and for the time fixed under clause 2 of this Agreement, he may give to the Company notice in writing specifying the respects in which the Station is alleged to be inefficiently worked or maintained. If the Company fail within six months of notice being given adequately to remedy such defects and render the working and maintenance of the Station efficient, this Agreement may be determined either as a whole or so far as this particular clause is concerned at the discretion of the Postmaster General.

10. The Company undertakes to equip and maintain at all times the Radio Station so as to enable the Postmaster General in operating the said Station to observe the provisions of the International Radiotelegraph Convention and regulation for the time being in force.

Sup
9/10/13

11. The Postmaster General undertakes not to issue to any person during the currency of this Agreement a licence for any wireless station or apparatus for the purpose of establishing a radio telegraphy service without first giving the Company the option of providing such station or apparatus on equal terms and conditions, provided that nothing in this clause shall debar the Postmaster General from establishing such service within the Colony or with any or all of the following territories: Uganda, Tanganyika Territory, Zanzibar, Nyasaland, Sudan, Northern Rhodesia and Southern Rhodesia, and provided further that the Postmaster General may establish such service with any other country if the Company should decline to provide facilities for such service on terms and conditions which the Postmaster General may deem reasonable.

12. Any notice, request or consent (whether expressed to be in writing or not) to be given by the Postmaster General under these presents may be under his hand or under the hand of any other duly authorised officer of the Post Office and may be served by sending the same by registered letter addressed to the Company at its registered office for the time being.

13. This Agreement may be determined at the expiration of five years from the 1st day of September one thousand nine hundred and twenty seven or at any time afterwards by either party giving three calendar months' previous notice in writing: provided that the Postmaster General may determine this Agreement as provided in clause 9 hereof, or for any breach on the part of the Company of any of the terms and conditions of this Agreement.

IN WITNESS, etc.

C.O. 533 / 364
PUBLIC RECORD OFFICE, LONDON

THE POSTMASTER GENERAL OF THE COLONY AND
PROTECTORATE OF KENYA.

THE BRITISH EAST AFRICAN BROADCASTING COMPANY LIMITED.

BROADCASTING LICENCE AND AGREEMENT.

THIS INDENTURE made the
day of one thousand nine hundred and twenty seven
Between THOMAS FITZGERALD, O.B.E., The Postmaster
General of the Colony of Kenya (hereinafter called "the
Postmaster General") on behalf of the Government of the
Colony of the one part and THE BRITISH EAST AFRICAN
BROADCASTING COMPANY LIMITED whose registered office is
situate at Nairobi in the Colony of Kenya (hereinafter
called "the Company") of the other part.

WHEREAS by reason of the provisions of the
Wireless Telegraphy Ordinance (Chapter 118, Revised
Edition) it is unlawful to establish any Wireless
Telegraph Station or instal or work any apparatus for
Wireless Telegraphy in any place except under, and in
accordance with, a licence granted in that behalf by
the Governor of the Colony and it is also unlawful save
as in the said Ordinance provided to transmit telegrams
within the said Colony.

AND WHEREAS the Governor has by Government
Notice No. 129 of 1927 deputed the person for the time
being holding the office of Postmaster General to
exercise the powers of granting licences conferred on
the Governor by the said Ordinance.

AND WHEREAS the Company has applied to the
Postmaster General for a licence to establish certain

Wireless/

Wireless Telegraph Stations in the said Colony for the purpose of transmitting to persons holding a licence from the Postmaster General entitling them to receive by Wireless Telegraphy messages of the description hereinafter referred to.

AND WHEREAS the Postmaster General has agreed to grant such licence to the Company upon and subject to the conditions and restrictions hereinafter contained.

AND WHEREAS the Postmaster General and the Company have agreed to enter into the arrangements hereinafter contained.

NOW THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of the matters hereinafter appearing it is hereby agreed and declared by and between the parties hereto that the Company (as to the covenants and agreements hereinafter contained on its part) doth hereby covenant and agree with the Postmaster General and the Postmaster General (as to the covenants and agreements hereinafter contained on his part) in exercise of all powers and authorities enabling him in this behalf doth hereby covenant and agree with the Company in the manner following (that is to say) :-

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

The expression "Telephone" means and includes any telegraphic transmitting or receiving instrument used or intended to be used for the purpose of transmitting or receiving spoken messages or communications or music by electricity.

The

The expression "Colony" means the Colony and Protectorate of Kenya.

The expression "Person" includes any company or association or body of persons corporate or unincorporate.

2. The Company shall for a term from and including the 1st day of September one thousand nine hundred and twenty seven until the 31st day of August one thousand nine hundred and thirty two have licence and permission from the Postmaster General (subject as hereinafter provided) :-

- (a) To establish, maintain and work Wireless Telegraph Stations for broadcasting purposes at such places in the Colony as shall be selected by the Company and approved in writing by the Postmaster General and therein to instal, maintain and work apparatus for Wireless Telegraphy of which the transmitting and receiving instruments shall be telephones (which apparatus is hereinafter called "the licensed apparatus").
- (b) To transmit by means of the licensed apparatus spoken messages or music constituting broadcast matter.
- (c) To receive messages by means of the licensed apparatus and to retransmit such messages.
- (d) To establish, maintain and work any additional wireless apparatus necessary to enable the Company to observe the terms of any agreement which may be entered into between the Company and the Postmaster General relating to the transmission or reception of wireless messages in the morse code.

- 3. The Company shall broadcast daily (Sundays included) between 7 p.m. and 10 p.m., but this shall not preclude the Company from broadcasting during additional hours should it so desire.
- 4. Transmission by means of the licensed apparatus shall (except with the consent in writing of the Postmaster General) be only on wave length between 50 and 150 metres in length as measured by the standard of measurement in use by the Post Office for the time being. The normal or carrier wave length essential for each station shall be maintained as constant as possible during transmission and from day to day. Each station shall be worked with a power input to the main high frequency generator of not less than four kilowatts and not more than ten kilowatts at the option of the Company. The broadcasting stations shall be operated by competent operators and all persons employed in the working thereof shall be British subjects.
- 5. The Company shall, so soon as each broadcasting station shall be completed, make application to the Postmaster General for its connection with the Post Office telephone system (including the trunk telephone system) and the Postmaster General shall accede to such application upon the same terms and conditions as those upon which he would supply a private subscriber similarly situated and the Company shall enter into the usual subscriber's agreement with the Postmaster General for the provision and maintenance of the necessary connections and shall, during the continuance of this licence, observe and perform the provisions of such agreement and pay to the Postmaster General all sums due to him thereunder.
- 6. The Company shall observe the provisions of the International Radiotelegraph Convention and Regulations for the time being in force.

7. The Company shall, within nine months from the 1st day of September one thousand nine hundred and twenty seven, establish a Broadcasting Station of the latest type at its own expense powerful enough to provide efficient reception on a 4-valve receiving set over the territory of the Colony excluding such particular places or areas where by reason of Geological or other local conditions the efficiency of the reception may be adversely affected.

8. No other broadcasting licence shall be issued within the Colony during the currency or any renewal or renewals of this licence nor during such period or periods shall any service of broadcasting be instituted by the Postmaster General.

9. (i). If and whenever in the opinion of the Government of the Colony an emergency shall have arisen in which it is expedient for the public service that the said Government shall have control over the reception or transmission of messages by the licensed apparatus, it shall be lawful for the Postmaster General to direct and cause the licensed apparatus or any part thereof to be taken possession of in the name and on behalf of the said Government and to be used for the said Government's service and in that event any person authorised by the Postmaster General may enter upon the stations, offices and works of the Company or any of them and take possession thereof and use the same as aforesaid.

(ii). In the event of the licensed apparatus being used for the said Government service under the last preceding sub-clause, the Company shall be entitled to compensation from the Postmaster General and the Postmaster General shall pay and keep the Company indemnified in respect of the salaries or other remuneration of offices or members of the staff of the Company during the period of such user so that the Company shall

shall be fully and absolutely indemnified from all loss and liability arising or that might arise from such taking over of any or all of its property and licensed apparatus including interest on its share capital issued and paid up at the rate of six per cent per annum; provided that such salaries or other remuneration shall be at the same rates as previously paid by the Company for similar services.

(iii) Any difference between the parties hereto as to the amount of any such compensation shall be referred to the decision of a single arbitrator in accordance with the Arbitration Ordinance (Chapter 18, Revised Edition) to be agreed upon between the parties or failing such agreement to be nominated by the person for the time being discharging the duties of Chief Justice of the Colony.

10. The Company shall pay to the Postmaster General during the currency of this licence a fee of Shillings Two Hundred per annum or part thereof payable in advance on the 1st day of January in each and every year commencing with the 1st day of January One thousand nine hundred and twenty eight.

11. The fees laid down to be payable in respect of receiving licences in the Wireless Telegraphy Rules for the time being in force shall be the fees payable provided that the Company may, by giving six months' previous notice, request the Postmaster General to endeavour to secure the reduction of any or all of such fees as it may consider desirable and the Postmaster General shall then request the Governor in Council to reduce such fees accordingly subject to the Company furnishing reasonable guarantees that the continuity of the service shall not be prejudicially affected by such reduction during the period of the licence and provided further that the portion of the fees accruing to the Postmaster General shall not be reduced.

12. The Postmaster General shall make every reasonable effort to secure the payment of the receiving licence fees and agrees to take such action as he may deem necessary and as he may lawfully take against offenders in this respect.

13. The postmaster General shall take all reasonable and lawful steps to prevent contravention of Rule 20 of the Wireless Telegraphy Rules 1926 or any rule amending or replacing the same and he shall take suitable action, when necessary, against all offenders under the said Rule.

14. It is understood and agreed that nothing contained herein shall have any application to the licences granted by the Postmaster General for the use of Wireless Telegraphy for experimental purposes or for commercial purposes and shall not oblige the Postmaster General to terminate licences for the use of Wireless Telegraphy for any purpose which shall be in operation at the date of this Indenture.

15. The Company shall not, without the consent in writing of the Postmaster General, assign, mortgage, underlet or otherwise dispose of this Indenture or of the powers or authorities granted by this licence or the benefit or advantage and the covenants and provisions herein contained or any of them.

16. (1) The Postmaster General shall at all times have the right to acquire the said station or stations together with all apparatus machinery spares plant tools equipment buildings offices land together with all improvements thereon and all property relating in any way to the station or stations being the property of the Company.

(ii). In the event of the Postmaster General exercising this right at any time before the said 31st day of August One thousand nine hundred and thirty seven, the Postmaster General shall

shall pay to the Company as purchase price the full capital cost of any station or stations together with all apparatus machinery spares plant tools equipment building offices land together with all improvements thereon and all property relating in any way to the station or stations being the property of the Company.

(iii) In the event of the Postmaster General exercising the right to purchase at any time after the 31st day of August One thousand nine hundred and thirty seven, the purchase price shall be based upon a valuation by a Valuer to be mutually agreed upon between the Postmaster General and the Company and failing such mutual agreement the Valuer shall be appointed by the person for the time being discharging the duties of Chief Justice of the Colony.

(iv) In any event the Postmaster General shall be required to give to the Company at least twelve months' written notice of his intention to exercise his rights under sub-clause (i) of this clause.

17. If so required by the Postmaster General, the Company shall, at its own expense, establish and maintain a suitable broadcast receiver for use at such place as the Postmaster General may determine, but the Company shall not be required to work such receiver.

18. The Company agrees that the Articles of Association of the Company shall contain a clause limiting the dividends payable to its shareholders to fifteen per cent cumulative.

19. In addition to any other rights which the Postmaster General may have under this licence, he shall also have the right to rent and use the licensed apparatus for public purposes at the rate of Shillings Twenty (20/-) per half-hour or part thereof and the Company shall provide at its own expense/

expense all the necessary facilities for such use.

20. It is hereby agreed that this licence is issued subject to the provisions of any Ordinance for the time being in force and to the conditions and restrictions contained herein and to those set forth in the Wireless Telegraphy Rules 1926 and in any rules which may amend or replace the Wireless Telegraphy Rules 1926.

21. Any notice, request or consent (whether expressed to be in writing or not) to be given by the Postmaster General under these presents may be under his hand or under the hand of any person authorized by him in this behalf and may be served by sending the same by registered letter addressed to the Company at its registered office for the time being and any notice to be given by the Company under these presents may be served by sending the same by registered letter addressed to the Postmaster General.

22. Should the Company at any time commit any breach of any of the terms and conditions of this licence, the Postmaster General may cancel this licence and upon such cancellation the licence shall become null and void.

IN WITNESS, etc.

Postmaster General for a licence

- (a). To establish Wireless Telegraph Station at such places in the Colony as shall be selected by the Company and approved in writing by the Postmaster General and therein to instal and work apparatus for Wireless Telegraphy of which the transmitting and receiving instruments shall be telephones (which apparatus is hereinafter called "the licensed apparatus").
- (b). To transmit by means of the licensed apparatus spoken messages or music constituting broadcast matter.
- (c). To receive messages by means of the licensed apparatus and to retransmit such messages.
- (d). To establish, maintain and work any additional wireless apparatus necessary to enable the Company to observe the terms of any agreement which may be entered into between the Company and the Postmaster General relating to the transmission or reception of wireless messages in the morse code.

AND WHEREAS the Postmaster General has agreed to grant such licence to the Company upon and subject to the conditions and restrictions therein contained (hereinafter called "the licence"), which licence bears even date with this agreement and a copy of which is set out in the schedule hereto.

AND WHEREAS the Postmaster General and the Company have agreed to enter into the arrangements hereinafter contained.

NOW THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of the matters hereinafter appearing it is hereby agreed and declared by and between the parties hereto that the Company (as to the covenants and agreements hereinafter contained on its part) doth hereby

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PUBLIC RECORD OFFICE
 C.O. 533 / 364
 BE REPRODUCED PHOTOGRAPHICALLY WITHOUT PERMISSION OF THE PUBLIC RECORD OFFICE LONDON

hereby covenant and agree with the Postmaster General and the Postmaster General (as to the covenants and agreements hereinafter contained on his part) in exercise of all powers and authorities enabling him in this behalf doth hereby covenant and agree with the Company in the manner following (that is to say) :-

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

The expression "Telephone" means and includes any telegraphic transmitting or receiving instrument used or intended to be used for the purpose of transmitting or receiving spoken messages or communications or music by electricity.

The expression "Colony" means the Colony and Protectorate of Kenya.

The expression "Person" includes any company or association or body of persons corporate or unincorporate.

2. (1). The Company shall at its own expense within 9 months from the 1st day of September One thousand nine hundred and twenty seven equip and supplement any licensed apparatus erected in, or in the neighbourhood of, Nairobi, so that the said apparatus shall be powerful enough and capable of transmitting to a receiving station situated in England wireless telegraphic messages in the morse code for a period of not less than four hours continuously in every day, such hours to be fixed by the Company with the approval of the Postmaster General and such hours shall not be varied except with the consent of the Postmaster General.

(ii). The Company shall at its own expense within 9 months from the 1st day of September One thousand nine hundred and

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| PUBLIC RECORD OFFICE | | | | | |
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| C.O. 533 / 364 | | | | | |
| COPYRIGHT PHOTOGRAPH—NOT TO BE REPRODUCED PHOTOGRAPHICALLY WITHOUT PERMISSION OF THE PUBLIC RECORD OFFICE, LONDON | | | | | |

and twenty seven establish and provide in the neighbourhood of Nairobi apparatus capable of receiving from a transmitting station situated in England wireless telegraphic messages in the morse code during such hours and time as shall be fixed and agreed upon for the transmitting apparatus under the preceding sub-clause of this clause.

(iii) The transmitting and receiving apparatus provided by the Company under sub-clauses (i) and (ii) respectively of this clause shall hereinafter be called "the Radioc Station".

3. The Postmaster General agrees to use the said Radioc Station as a terminal station for the purpose of exchanging public or State telegrams with such station or stations, if any, in Great Britain as the British Post Office may provide for the purpose and the Postmaster General undertakes to provide adequate facilities for the use of such service by any person at every telegraph office under his control and direction situate in the Colony, provided always and notwithstanding the provisions of clause 2, sub-clause (i) above, it is expressly agreed between the parties hereto that the Postmaster General shall make every endeavour to arrange for the use of the said station at such intervals as he may consider necessary for the transmission of messages to, and the reception of messages from, Great Britain.

4. The Company undertakes to provide at its own expense sufficient and competent Engineering staff to maintain the said Radioc Station in efficient working order and to bear and pay all expenses in connection with the working and maintenance of the said Radioc Station. Every person employed in the working and maintenance of the station shall be a British subject.

The Postmaster General undertakes to provide and maintain/

62

Maintain the necessary communicating lines between the said Radio Station and the General Post Office and also to provide and maintain all such apparatus in his Instrument Room at the Nairobi Post Office as shall be required for the actual operation of transmission and reception of messages. It is understood that all relaying apparatus shall be supplied and maintained by the Company at its own expense.

The Postmaster General shall be responsible for the actual operation of transmission and reception of all wireless telegraphic messages coming within the scope of this Agreement and shall provide at his own expense at the Nairobi Post Office sufficient competent operators for such transmission and reception.

The Postmaster General shall pay to the Company or cause to be paid to the Company for the use of the said Radio Station for the purpose mentioned herein the following rates :-

- (a) For full rate telegrams, Sh. -/67 per word transmitted.
and Sh. -/33 " " received.
- (b) For deferred telegrams, Sh. -/34 " " transmitted.
and Sh. -/17 " " received.
- (c) For Government telegrams, Sh. -/34 " " transmitted
and Sh. -/17 " " received
- (d) For daily letter telegrams Sh. -/17 " " transmitted
and Sh. -/08 " " received.

These rates may be adjusted or altered by mutual agreement between the Company and the Postmaster General.

6. All amounts due to the Company in terms of this Agreement shall be paid to the Company on or before the last day of the calendar month following that during which the services have been rendered.

7. It is agreed and understood that clauses 9 and 16 of the licence shall apply, mutatis mutandis, to the equipment and apparatus supplementary to the licensed apparatus necessary for the establishment and working of the Radio Station.

8. Transmission by means of the Radio Station shall (except with the consent in writing of the Postmaster General) be only on wave length between 5 metres and 150 metres in length as measured by the standard of measurement in use by the Postmaster General for the time being. The normal or carrier wave length essential for such Radio Station shall be maintained as constant as possible during transmission. The Station shall be worked with a power input to the main high frequency generator of not less than two kilowatts and not more than twenty kilowatts at the option of the Company.

9. If the Postmaster General considers that the efficiency of the said Radio Station is inadequate for the purpose of maintaining a commercial service with Great Britain during the hours and for the time fixed under clause 2 of this Agreement, he may give to the Company notice in writing specifying the respects in which the Station is alleged to be inefficiently worked or maintained. If the Company fail within six months of notice being given adequately to remedy such defects and render the working and maintenance of the Station efficient, this Agreement may be determined either as a whole or so far as this particular clause is concerned at the discretion of the Postmaster General.

10. The Company undertakes to equip and maintain at all times the Radio Station so as to enable the Postmaster General in operating the said Station to observe the provisions of the International Radiotelegraph Convention and regulation for the time being in force.

64

11. The Postmaster General undertakes not to issue to any person during the currency of this Agreement a licence for any wireless station or apparatus for the purpose of establishing a radio telegraphy service without first giving the Company the option of providing such station or apparatus on equal terms and conditions, provided that nothing in this clause shall debar the Postmaster General from establishing such service within the Colony or with any or all of the following territories: Uganda, Tanganyika Territory, Zanzibar, Nyasaland, Sudan, Northern Rhodesia and Southern Rhodesia, and provided further that the Postmaster General may establish such service with any other country if the Company should decline to provide facilities for such service on terms and conditions which the Postmaster General may deem reasonable.

12. Any notice, request or consent (whether expressed to be in writing or not) to be given by the Postmaster General under these presents may be under his hand or under the hand of any other duly authorised officer of the Post Office and may be served by sending the same by registered letter addressed to the Company at its registered office for the time being.

13. This Agreement may be determined at the expiration of five years from the 1st day of September one thousand nine hundred and twenty seven or at any time afterwards by either party giving three calendar months' previous notice in writing; provided that the Postmaster General may determine this Agreement as provided in clause 9 hereof, or for any breach on the part of the Company of any of the terms and conditions of this Agreement.

IN WITNESS, etc.

✓

from the enclosed despatch that the call signal VQG has been allotted to the short wave wireless telegraph station in Kenya, and that the Governor has been asked to furnish full particulars of the station for transmission to the International Bureau at Berne.

These particulars will be communicated to the Bureau when received from the Governor. I am enclosing herewith the last sentence of the despatch, & the possible call signal 74.0. & the ~~signal~~ ^{frequency} that was added as the result of an interview with Cascade Robinson; it was understood that a ~~request~~ ^{request} of a ~~request~~ ^{request} was made of you last week to check the ~~signal~~ ^{frequency}.

of the decision as to the method of announcement to be adopted & the broadcasting station.

(Signed) H. J. ALLEN
for (Signed) Secretary of State.

bb

- Mr. Seel 12/9/27.
- Mr. Gent 12
- Mr. Allen 12
- Mr. E. J. Harding.
- Sir C. Strachey.
- Sir J. Shackburgh.
- Sir G. Grindle.
- Sir C. Davis.
- Sir S. Wilson.
- Mr. Ormsby-Gore.
- Lord Lovat.
- Mr. Amery.

X10008/27 Kenya

Post
Award
no. 314

19 Sept. 1927

DRAFT.

Kenya
No. 495
Gov. 9255.

(See further minute) 10/10

Copy to G.P.C. 19 SEP 1927

Copy 25 without endorsement required for Mr. Gent - See minute 28/9.

Sir
I have the honor to inform you that reply to the letter (No 1750/26) from the Postmaster General of Kenya and Uganda, dated the 8th July, addressed to the Secretary to the General Post Office, has been communicated to the Colonial Office and requesting the allocation of call signals to the stations established in Kenya for the purpose of

20/10

Shortwave
Wireless telegraph communication

and broadcasting ~~also~~ respectively, has been referred by the General Post Office to the Colonial Office.

2. The allocation of call signals for ~~shortwave~~ wireless telegraph stations in the Colonies etc. is a matter which ~~has been~~ is dealt with in the Colonial Office, and the sign V₄G₄G₄ has been appropriated for the ~~wireless~~ station to be established in Kenya. The Postmaster General, who is being notified of this allocation, has asked to be furnished

- Mr.
- Mr.
- Mr.
- Mr. E. J. Harding.
- Sir C. Strachey.
- Sir J. Shuckburgh.
- Sir G. Grindle.
- Sir C. Davis.
- Sir S. Wilson.
- Mr. Ormsby-Gore.
- Lord Lovat.
- Mr. Amery.

DRAFT.

in due course with particulars of the station, for transmission to the International Bureau at Berne, and I have to request that you will furnish me with the desired information for communication to the General Post Office.

3. With regard to the broadcasting station, it is understood from the General Post Office that such stations in this country have been allotted call signals consisting of a numeral followed by two letters, e.g. 260, 5XX, etc.

(The

The Broadcasting Stations have, however, recently adopted the practice of using their geographical names (eg. London, Daventry, Manchester etc) in lieu of the call signal. From the point of view of listeners, this arrangement is regarded by the British Broadcasting Corporation as affording a readier means of identification than does the use of a call signal consisting of an arbitrary combination of numerals and letters, and the Postmaster General is disposed to favour its continuance.

A proposal on the subject is down for consideration at the forthcoming

Mr.
Mr.
Mr.
Mr. E. J. Harding.
Sir C. Strachey.
Sir J. Shuckburgh.
Sir G. Grindle.
Sir C. Davis.
Sir S. Wilson.
Mr. Ormsby-Gore.
Lord Lovat.
Mr. Amery.

DRAFT.

If it shall be decided to use a special call signal in the meantime it is understood that there would be no objection to the use of the signal of L.C. which has been mentioned by the Commander Robinson

a recommendation by the International Conference of the Secretary of State
(Signed) W. ORMSBY GORE
I have all

66
International Radiotelegraph Conference, and the Postmaster General suggests that until the Conference has considered the point, the question whether a special call signal should be used by the Broadcasting Station in Kenya, or whether the station should simply announce itself by name, might be left to the decision of the Postmaster General, Nairobi, in the light of local conditions. I concur in this view, and shall be glad to be informed of the practice which it is decided to adopt pending

2569
16

GENERAL POST OFFICE,
LONDON, E.C. 1.

9 August, 1927.



Your reference
P.O. reference..... 145,756/26.
All communications should be
addressed to—
"The Secretary,
General Post Office."

RECEIVED
9 AUG 1927
COL. OFFICE

30
th

Sir,

I am directed by the Postmaster General to forward herewith, for the information of the Secretary of State, a copy of a letter from the Postmaster General, Nairobi, asking that call signals may be allocated to a short wave wireless station and a broadcasting station which are being established in Kenya Colony.

The Postmaster General would be glad to be informed of the call signal allotted to the short wave station and to be furnished in due course with full particulars of the station for transmission to the International Bureau at Berne.

As regards the Broadcasting station, I am to say that such stations in this country have been allotted call signals consisting of a numeral followed by two letters, e.g. 2 LO, 5 XX, etc. The Broadcasting stations have, however, recently adopted the practice of using their geographical names (e.g. London, Daventry, Manchester, etc.) in lieu of the call signal. From the point of view of listeners, this arrangement is regarded by the British Broadcasting Corporation as affording a reader means of identification than does the use of a call signal consisting of an arbitrary combination of numerals and letters; and the Postmaster General is disposed to favour its continuance.

A proposal on the subject is down for consideration at the forthcoming International Radiotelegraph Conference, and the Postmaster General suggests that until the Conference has considered the point, the question whether

The Under Secretary of State,
COLONIAL OFFICE.

Recd. 19 Sept 27

Now

a special call signal should be used by the Broadcasting station in Kenya Colony or whether the station should simply announce itself by name, might be left to the decision of the Postmaster General, Nairobi, in the light of local conditions.

I am,

Sir,

Your obedient Servant,

W. A. G. G.
For the Secretary

C O P Y.

1750/26.

Office of the Postmaster General,
P.O. Box 511,
NAIROBI, Kenya Colony,
5th July, 1927.

Sir,

With reference to your correspondence No. 145756 relating to the establishment in this Colony of a short wave wireless station for the purpose of commercial communication with Great Britain, I have the honour to ask you to be so good as to allot a call sign to the proposed station and communicate it to me as early as convenient. It is, I may say, anticipated that the station will be ready for trial before the end of the year.

2. I should also be glad if you would arrange for the allotting of a call sign to the broadcasting station at Nairobi, which will be established at the same time.

3. I fear I am not familiar with the procedure in regard to the allocation of call signs for wireless or broadcasting stations, and I should be glad, therefore, of information on the subject.

I have the honour to be,

Sir,

Your obedient Servant,

(Sgd.)

POSTMASTER GENERAL.

Colony & Protectorate of Kenya and Uganda
Protectorate.

The Secretary,

General Post Office,

L O N D O N, E. C. 1.

X. 10008
27
Mesa

Mr. Apple 19/5
stave

- Mr.
- Mr.
- Mr. E. J. Harding.
- Sr. ~~Strachey~~.
- Sir J. Shuckburgh.
- Sir G. Grindle.
- Sir C. Davis.
- Sir S. Wilson.
- Mr. Ormby Gore.
- Lord Loat.
- Mr. Amery.

To go with
4 dates
numbered

Codes & Serial
1.0 pm
19th May '27.
CPD

My des 25 Feb 341
broadcasting
further copies being
sent for 2nd class air
w my des 19 May
No 407

DRAFT. Tel
Governor
Nairobi

Off 64.0.0.0.0.

Regulations for the time being in force shall be duly observed. Moreover it seems desirable that the draft licence should be amended as suggested in the second paragraph of clause (a) of the Post Office letter of the 2nd April.

Clause (f). The reference in Commander Robinson's letter to this clause is thought to be a clerical error as no discussion took place as regards the method of arriving at a purchase price or the employment of the British Broadcasting Corporation as arbitrator. The impression gathered by the Post Office representatives at the discussion was that whatever modifications in the terms of the licence including Clause (f) might be required by the Postmaster General of Kenya Colony to meet the points raised in the Post Office letter of the 2nd April would be agreed to by the licensees.

Clause (e). Commander Robinson fully understands that the actual wavelength for the commercial service, while it may be within the limits of 15 metres and 50 metres, can only be determined after tests have been carried out. The Postmaster General thinks that the proposed short wave commercial service between England and Kenya Colony might reasonably be regarded as a feeder of the "Empiradio" service and that messages to be sent by the service should bear the route indication "via Empiradio".

I am, Sir,

Your obedient Servant,

J. W. Phillips

Copy.

73
40 Norfolk Square,
Hyde Park,
London W.2.
April 25th 1927.

The Secretary,
The General Post Office,
London E.C.1.

Sir,

re Kenya Broadcasting.

With reference to my interview with Mr. Wissenden on Thursday last April 21st, I wish to confirm the results of that interview as follows.

Firstly that the General Post Office have no desire to press for the modification of the Licence applied for by me to establish a Service of Broadcasting in Kenya Colony in accordance with paragraphs (a) and (f) of the letter from the General Post Office to the Under Secretary of State for the Colonies of April 2nd (ref: 145756/26) in view of my explanation that local conditions have special bearing on the matters dealt with in these two paragraphs.

Secondly that I shall be agreeable to modifications of the Licence being effected by the Postmaster General of Kenya Colony, should he so desire, in accordance with the remaining points raised in the letter above mentioned, particularly that contained in paragraph (d).

Thirdly that the General Post Office wish the Telegraphic Service which will be established and operated by the British East African Broadcasting Company between their station in Nairobi and a Post Office station in England on wavelengths between 15 and 50 metres, to be known as, and to be included in the EMPIRADIO Service.

I shall be grateful therefore if you will confirm that the results of the above mentioned interview have been

The Secretary,
General Post Office.

been correctly recorded by me, and if you will also inform the Postmaster General of Kenya Colony as soon as possible of your decision to include the Telegraphic Service in the EMPIRADIO system.

In conclusion I wish to inform you that I am leaving England today for Kenya Colony where my permanent address will be:-

The Muthaiga Country Club
Nairobi
Kenya Colony B.E.A.
Cables:- ROBINSON COUNTRY NAIROBI.

and that the above address will no longer be operative.

I have the honour to be,
Sir,
Your obedient Servant,
(sgd) L. Mansfield Robinson.

Copy.

GENERAL POST OFFICE, LONDON, E.C.1.,

5 May, 1927.

Sir,

Proposed licence for broadcasting in Kenya Colony.

I am directed by the Postmaster General to acknowledge the receipt of your letter of the 25th April and, in reply, to say that, as the Post Office has hitherto acted only in a consultative capacity to the Colonial Office as regards the proposed broadcasting licence, he has deemed it advisable to communicate with that Department as regards the points raised in your letter. The Postmaster General of Kenya Colony will no doubt hear further at an early date from that Department in the matter.

I am to add that he presumes that the reference in the second paragraph of your letter to clause (f) of the Post Office letter of 2nd April to the Colonial Office was made under some misapprehension as no discussion took place as regards the method of assessing a purchase price for the undertaking if acquired by the Government of Kenya Colony or as regards the suitability of the British Broadcasting Corporation as arbitrator.

I am, Sir,

Your obedient Servant,

(Sd.) J. W. Phillips

Lt. Commander L. Mansfield Robinson, R.N.

40 Norfolk Square
Hyde Park
London W.2.
April 25th 1927.

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15

Ref:-10006/27

30
RECEIVED
26 APR 1927
COL. OFFICE

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

Sir,

I have the honour to acknowledge the receipt of your letter of the 20th April with two enclosures on the subject of my application to the Government of Kenya Colony and Protectorate for a Licence to establish a Service of Broadcasting in British East Africa and simultaneously a Wireless Telegraphic Service between Nairobi and England to be included in the EMPIRADIO system.

With reference to the observations by the General Post Office I wish to submit my opinion that in general these observations will be of great value in the final drafting of the Licence for which I have applied, and I shall be quite agreeable to amendments being incorporated in accordance with the majority of these observations.

Since the receipt of the above mentioned letter from your office, I have been granted an interview with Mr Wissenen of the Secretary's Office of the General Post Office in which I was informed that the General Post Office had no desire to press for the inclusion in the Licence of any amendment in accordance with paragraphs (a) and (f) which as I explained are influenced to a very large extent by local conditions, and further that the observations of the General Post Office had been put forward merely as suggestions for the guidance of the Postmaster General of Kenya Colony.

I have therefore no doubt whatever that complete agreement will be reached between the Postmaster General of Kenya Colony and myself on this matter.

In conclusion I have the honour to inform you that I am today leaving England to return to Nairobi where my permanent address will be:-
The Muthaiga Country Club
Nairobi

Kenya Colony, B.E.A.
Cables:-ROBINSON COUNTRY NAIROBI

I have the honour to be,
Sir,
your obedient servant,

Williamfield Robinson

copy to Gen 404
19 MAY 1927

C.O. 533
364
ALL WITHOUT PERMISSION OF THE
PUBLIC RECORD OFFICE, LONDON

Recd 20.4.27
Mr. B. Atkinson 20/4/27

18

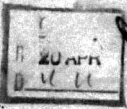
- Mr.
- Mr. E. J. Harding.
- Mr. Strachey,
- Sir J. Shuckburgh.
- Sir G. Grindle.
- Sir C. Davis.
- Sir S. Wilson.
- Mr. Ormsby-Gore.
- Earl of Clarendon.
- Mr. Amery.

X.100087/27 Kenya.
Amd 40.20

100087-25 APR 1927 G.

To be today.

20 April 1927



Sir

With reference to your
 writ to the Dept^r on the 20th of
 April in connection with
 your proposals for the establishment
 of a ~~wireless~~ wireless broadcasting
 service in Kenya. I am etc.
 to inform you that ~~the~~ ^{he} ~~S.G.S.~~
 has now informed the G.S. Gov^t
 by telegram that he approves
 in principle the grant of
 a licence to you on the
 conditions indicated in
 your letter of the 16th November, 1926

for cursor.
DRAFT. U. minute

Lt. Col. L. Mansfield
Robinson, R. N.
[40, Norfolk Square,
W. 2.]

Copy (copy and only)

From Gen. Robinson to P.N.G. Kenya.
 16. Nov. 1926 (revised 12.1.27)
 (Kassid red. hel. 27)
 From G.P.O. 2.4.27. (Contract)
 (Signed Gen. - omitted
 post-worked by)

? Copy (with 2nd copy) to Mr. Amery
with 20. 20. 20

to the Postmaster-General of
Kenya (as revised after discussion
with the telegraphists in this country
on the 12th of January), subject
to revision by the Colonial Govt.
in case of certain provisions by
the General Post Office on those
conditions.

2. I am to enclose for
your information, ~~and~~
extract from letter from the
General Post Office dated the
~~17th of April~~ a copy of
the observations of the
General Post Office upon your
proposals. For convenient reference
copy of your letter of the 16th of
November, as revised, is also
enclosed. (Sgd.) W. C. Bottomley.

Mr. Cliffe 13. ii. 07
Mr. Alan 13
Mr.
Mr. E. J. Harding.
Sir C. Strachey.
Sir J. Shuckburgh.
Sir G. Grindle.
Sir C. Davis.
Sir S. Wilson.
Mr. Ormsby-Gore.
Earl of Clarendon.
Mr. Amery.

DRAFT. S.O. for Mr. Allen

Major E. A. T. Dutton.

X1000/27
KENYA.

17
14 April 1907.

Dear Major Dutton.

With reference to my
letter of the 4th of
April, please
find enclosed

Sir Edward Gigg

know that we have

sent a telegram
has now been sent
to the Acting Governor

saying that the
Secretary of State
agrees in principle
to the issue of a

proposed broadcasting licence

in Kenya
to the Government of Kenya

4070

asking him to assist
the obsns. of the
General Post Office
before the licence is
actually issued.

~~we have sent on~~
rewards & the
copy of the G.P.O.

~~letter by despatch, and
have suggested that~~

which should be given
individuals which they have to
to him ~~independently~~ amendment

to " ~~are~~ 1.

unless ~~there~~ in any particular case, ~~then~~ ~~are~~

usually ~~to~~ ~~the~~ ~~carriage~~
of ~~passage~~ ~~to~~ ~~the~~ ~~carriage~~
reasons ~~to~~ ~~the~~ ~~carriage~~

has been sent by the
outgoing mail in a
desp. which addresses the
obj's opinion that
effect should be given to the
S.P.O. views

Stet

Signed H. T. ALLEN,
Secretary of State

no money

11/1000/27
KENYA
16

15

- Mr. Cliffe 13. iv. 27
- Mr. Allen 13
- Mr.
- Mr. E. J. Harding.
- Sir C. Strachey.
- Sir J. Shuckburgh.
- Sir G. Grindle.
- Sir C. Davis.
- Sir S. Wilson.
- Mr. Ormsby-Gore.
- Earl of Clarendon.
- Mr. Amery.

DRAFT.

Kenya No. 327

DAG

To G.P.O. 19. iii. 27 (No. 1000/27)
From " 2. iv. 27 (No. 15)

G.P.O. 14 APR 1927

Sir,

With reference to my
telegram No. of the
13th. of April I have
to transmit to you
for your conan. the
accompanying copies of
correspondence with the
G.P.O. regarding the
proposed issue of a
licence for broadcasting
in Kenya
to the ~~Commander~~
Lt. Mansfield Robinson, R.N.
in order
of the officer

4876

It is desirable that suggestions made by the Postmaster General in the letter from G.P.O. of the 2nd April unless in any particular case there are really strong reasons to the contrary would be maintained in their original form as is the undesirability of making the same subject to the approval of the various international authorities.

(Signed) L. S. AMERY,

- Mr. Chiff. 13. iv. 27
- Mr. Allen Balfour
- Mr.
- Mr. E. J. Harding.
- Sir C. Strachey.
- Sir J. Shuckburgh.
- Sir G. Grindale.
- Sir C. Davis.
- Sir S. Wilson.
- Mr. Ormsby-Gore.
- Earl of Clarendon.
- Mr. Amery.

X 10008/27
KEM/A
19
Coded to sent
3:40 p.m. 13/4/27

13 April

DRAFT. Code Telegram.
Ghana Nandi.

My telegram of 24th March broadcasting. I agree in principle to issue of licence but observations of General Post office on proposed form of licence will be sent by first mail and should be carefully considered before issue of licence ~~is issued~~

Copy to G.P.O. 13 APR 1927

Seen.

4 Dfs.

Kenya

B
80

GENERAL POST OFFICE,
LONDON, E.C. 1.



5th April, 1927.

Your reference 10008/27
 P.O. reference 145756/26
 All communications should be addressed to—
 "The Secretary,
 General Post Office."

RECEIVED
 4 APR 1927
 COL. OFFICE

14 100 marked
 30

Sir,

With reference to your letter of the 19th March on the subject of the grant of a licence for broadcasting in Kenya Colony to Lt. Commander L. Mansfield Robinson, R.N., I am directed by the Postmaster General to furnish, for the information of the Secretary of State for the Colonies, the following observations on the proposed licence, vizt :-

(a) The use of a wavelength between 45 metres and 100 metres for broadcasting would be a departure from the practice followed generally in this and other European countries. Most broadcasting stations work on wavelengths within the band of 250-500 metres and commercial wireless receiving sets would be unsuitable without modification for working on the shorter wavelength ~~proposed~~ proposed for the Kenya service. This fact might have the result of increasing the cost of receiving apparatus in the Colony. No doubt however this possibility has been fully considered by the promoters of the scheme.

The Geneva organisation whose approval of the wavelength is stipulated is presumably the Union Internationale de Radiophonie. This body is an unofficial association of broadcasting organisations, and its rulings are not binding on any of the Governments concerned. The proposed stipulation seems, therefore, to be not only unnecessary but undesirable, although there are possibly advantages in the licensee becoming a member of the Union. The Postmaster General of Kenya should in any circumstances be free to accept or to reject any recommendations of the Union so far as the Kenya service was concerned.

The Under Secretary of State,
 Colonial Office.

Ans 14 April 1927
 copy to Gen 327
 14 APR 1927

Kenya

B
90

Your reference 10008/27
P.O. reference 145756/26
All communications should be addressed to—
"The Secretary,
General Post Office."



GENERAL POST OFFICE,
LONDON, E.C. 1.

2nd April, 1927.

RECEIVED
4 APR 1927
COL. OFFICE

14 forwarded
30

[Sir,

With reference to your letter of the 19th March on the subject of the grant of a licence for broadcasting in Kenya Colony to Lt. Commander L. Mansfield Robinson, R.N., I am directed by the Postmaster General to furnish, for the information of the Secretary of State for the Colonies, the following observations on the proposed licence, vizt :-

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The Under Secretary of State,
Colonial Office.

Ans 14 April 1927
copy to Gen 327
14 APR 1927

concerned.

(b) No reliable opinion can be expressed as regards the adequacy of the proposed power to give reasonably good reception on a four-valve receiving set in every part of the Colony. Under the terms of the draft licence the Company could apparently not be required to provide a second station in the event of one station proving inadequate and a licence could not be granted to any other person or body. It seems to the Postmaster General desirable, therefore, that some more elastic arrangement should be made either as regards the power of the station or as regards the rights of the Postmaster General to secure the provision, if necessary, of additional stations.

In this connection it is pointed out that the four-valve standard is a high one, and if the broadcasting service is intended to become really popular, it is in the Postmaster General's opinion desirable to adopt a lower standard.

(c) As the receiving licence fees are fixed by the Governor under powers vested in him by the Wireless Telegraphy Ordinance, 1913, and are to be collected by the Post Office, it is presumed that the Company would not fix and announce reductions without the prior consent of the Postmaster General as seems to be contemplated under Clause 7 of the application.

(d) Clause 8 would apparently make it compulsory for the Postmaster General to take legal proceedings under the Wireless Telegraphy Ordinance, 1913, against persons who use receiving apparatus without a licence. It is observed, however, that the definition of "Wireless Telegraphy" in Clause 2 of the Ordinance contains the proviso "that nothing in this Ordinance

shall/

shall prevent any person from making or using electrical apparatus for actuating machinery or for any purpose other than the transmission of messages."

A similar provision in the Wireless Telegraphy Act, 1904, gave rise to doubts whether a licence for reception only was necessary, and proceedings were not therefore instituted against the users of unlicensed receiving apparatus until the Wireless Telegraphy (Explanation) Act, 1925, became law. It is presumed that the Government of Kenya is advised that it could carry out the proposed obligation without legal difficulty.

Clause 9. In this country the obligation not to interfere with other stations (para. 20 of the Wireless Telegraphy Rules, 1926) is imposed as a condition of each receiving licence, and the punishment for failure to comply with the condition is confined to the withdrawal of the licence. The legal position in the Colony will presumably be the same and some difficulty may therefore arise as regards the practical application of the conditions of Clause 9.

(e) Clause 11. [This clause binds the Postmaster General of Kenya to enter into a contract for five years to make use of the proposed station for a direct service with England. The Postmaster General has undertaken to provide corresponding facilities in England, but no undertaking was given when the Postmaster General of Kenya called to discuss the matter, that a service would be provided for any specified period of years. The Company's request for a five years' contract, before incurring the necessary capital expenditure, seems not unreasonable, and the Postmaster General does not feel that he can reasonably object to this provision although it implies an obligation to provide reciprocal facilities in this country for a corresponding period.]

The/

(f) The stipulation in Clause 12 that the Government should, if it acquires the station within ten years from the date of opening, pay the full capital cost appears to the Postmaster General to be too onerous. Wireless Telephony is a comparatively new science which is developing rapidly and plant installed at the present time may be to a large extent obsolescent in a few years. In this connection it may be mentioned that the allowance made in respect of obsolescence of plant by the late British Broadcasting Company, which was established in the autumn of 1922, was 15% per annum. If there is any prospect that the Government will take over the service within a period of 10 years, this clause appears to need modification. The purchase price ^{of} by the licensing authority of a licensed system should not, it is thought, exceed its value in situ, less depreciation.

The British Broadcasting Corporation is not a recognised arbitrator and it is doubtful whether under the terms of its Charter it could properly act in that capacity. In any case as the proposed station would be used for fixed station working as well as broadcasting, the Corporation would not appear to be a suitable arbitrator in the opinion of the Postmaster General.

(g) The Postmaster General concurs in the opinion expressed by Mr. Fitzgerald that a limit should be placed on the amount of the Company's dividends; especially as they are to be protected against competition; but in the absence of local knowledge he is unable to suggest what maximum should be fixed. In this connection, it is pointed out that the term of the licence is not specifically mentioned and apparently a permanent licence, subject to the option of purchase by the Government

as/

as provided for in Clause 12, is contemplated. The Postmaster General would suggest, for the consideration of the Secretary of State, that the original term should be limited to ten years if the Company is unable to obtain the necessary financial support on a lesser term.

I am, Sir,

Your obedient Servant,



Mr. Haslerigg 18/3/27.
Mr. Allen
Mr.
Mr. E. J. Harding
Sir C. Strachey
Sir J. Shuckburgh.
Sir G. Gendle.
Sir G. Davis.
Sir S. Wilson.
Mr. Ormsby-Gore.
Earl of Clarendon.
Mr. Amery.

X.10008/27 Kenya

C. 10.
R 18.4444
D 18.11

Downing Street,

19 March, 1927.

1927
14 APR
327
14
Ans'd no. 13
Ans'd no. 21
52

Sir,

With ref. to para. 2 of the

DRAFT. (Tax referred to No. 145756/26)

letter from this Dept. of the 25th of February (No. 10054/27) I am etc. to

THE SECRETARY.

G. P. O.

9th March - telegram

(no. 9)

Revised Conditions (marked B)

(Immediately below No. 7)

(marked B)

copy without enclosure

transmit to you, to be laid before the P.M.G., the accg. copy of a telegram from the O.A.G. of Kenya, relative to the proposed establishment of a broadcasting station in that Colony. A copy of the revised form of application for the broadcasting licence referred to in the Acting Governor's telegram, is also enclosed; and, in this connection, I am to observe that in the course of a discussion at the C.C., Mr. Fitzgerald, Postmaster General of Kenya, mentioned that he had asked the proposed

concessionaires

in January last before his return (C.A.)

concessionaires to agree to a limitation
of dividends, but that ~~up to the present~~
accept the suggestion
they had been unable to ~~agree~~. As

however, no mention of this *proposal* suggestion
is made in the Acting Governor's telegram
it is assumed that the Colonial Govern-
ment does not propose to pursue the
matter.

2. I am to request that Mr. Amery
may be favoured, at as early a date as
possible, with the observations of the
Postmaster General upon the conditions
now proposed in regard to the issue
of the Licence.

I am, etc.,

(Signed) H. T. ALLEN.

for Under Secretary of State.

*Even if placed
as high as 15%*

*Mr. Fitzgerald also
expresses the opinion
that some such
limitation should be
inserted in the licence
rows that be
proposed to make
a recommendation
according to the
total of 0*

458

Copy

Draft on
10054/27

25 February 1927

Sir,

I am directed by Mr. Secretary Amery to acknowledge the receipt of your letter No. 145756/26 of the 10th of February, enclosing notes of a discussion between Mr. F. Fitzgerald, Postmaster General of Kenya, and representatives of the General Post Office, together with a copy of further correspondence with the Eastern Telegraph Company on the subject of the rates charged for the transmission of telegraphic messages between the United Kingdom and Kenya; and to request you to inform the Postmaster General that a copy of your letter and enclosure is being sent to the Acting Governor of Kenya for his information.

2. As regards the last paragraph of your letter, it is understood that the question of establishing a broadcasting station in Kenya was

discussed

THE SECRETARY,
GENERAL POST OFFICE.

86

discussed by Mr. Fitzgerald with the syndicate to which you refer, and that Mr. Fitzgerald was to submit a report to the Acting Governor on his return to the Colony. The Secretary of State will no doubt receive a further communication on this subject in due course, from the Acting Governor, and a copy of this will be transmitted to the Postmaster General.

I am,

Sir,

Your most obedient servant,

(Signed) H. T. ALLEN.

for Under Secretary of State.

81
EXTRACT FROM LETTER FROM THE G.P.O.DATED
10TH FEBRUARY, 1926.(ORIGINAL ON X.10054/27).

XXXXXXXXXXXXXXXXXXXX

" It is understood that Mr.Fitzgerald is in negotiation with a syndicate, with a view to the establishment of a broadcasting station in Kenya, which would also be capable of carrying on a short wave service with this country for four hours a day. The result of these negotiations is not known."

See reply to above on No. 8.

Revised 12 Dec 1927

c/o Muthaiga Club,
P.O. Box 181,
NAIROBI.

B/M
86

16th November, 1926.

The Hon. The Postmaster General,
NAIROBI.

to

Sir,

I have the honour to apply for a Broadcasting Licence to establish a service of broadcasting Wireless Telephony in the Colony and Protectorate of Kenya, in accordance with paragraph 4 of the "Wireless Telegraphy Rules, 1926" contained in Government Notice Number 341.

It is desired that the Licence shall include the following conditions :-

1. That the Licensee shall within 12 months of the date of the issue of the Licence erect a Broadcasting Station in the Colony and Protectorate of Kenya.
2. That the power of the said Broadcasting Station shall be not less than 4 K.W., nor more than 10 K.W., actual power dissipated at the Anodes of the Main Oscillator Valves, at the option of the Licensee.
3. That the wave length to be used shall be such as shall be found by the Licensee to be most suited to local conditions, but between 45 and 100 metres, subject to approval by Geneva and the British and Colonial Governments.
4. That the Licensee shall have the right to broadcast from the said Station for a period not exceeding 12 hours per day, but shall be bound to broadcast for a period of not less than 5 hours per day.
5. That the Licensee shall have the right to broadcast all news from whatever source such news may be received, subject to the censorship provided for in paragraph 13 of the Rules and to the legal restrictions of copyright in accordance with the law of the Colony and Protectorate of Kenya, and subject to paragraph 12 of the Wireless Telegraphy Rules 1926 as amended.
6. That the Postmaster General shall collect all receiving licence fees and shall pay the portion of such fees due to the Licensee monthly.
7. That the fees laid down to be payable in

19 MAR 1927

Copy to S.P.O. R.M.C.

respect of Receiving Licences in paragraph 21 of the Wireless Telegraphy Rules, 1926, shall be the maximum fees payable, and that the Licensee may, by giving six calendar months notice, reduce any of all of such fees as he may consider desirable, provided only that he shall furnish the Postmaster General with reasonable guarantees for the continuity of the Broadcasting service during the period of the Licence, and that paragraph 21 of the Wireless Telegraphy Rules 1926 be amended accordingly.

The fees accruing to the Post Office Department as set out in paragraph 22 of the rules shall not in any way be affected by any such reduction.

8. That the Postmaster General shall undertake to make every reasonable effort to secure the payment of the licence fees, and shall agree to take action at law against offenders in this respect under the Wireless Telegraphy Ordinance 1913.
9. That the Postmaster General shall take all reasonable steps to prevent contravention of paragraph 20 of the Wireless Telegraphy Rules 1926 and that he shall take suitable action when necessary against offenders under this rule.
10. That, as the power to be used will ensure reception on a standard four valve set in all parts of the Colony and Protectorate of Kenya, the said Licence shall apply to the whole of the said Colony and Protectorate of Kenya, and no other Broadcasting Licence shall be issued during the term or continuation of the said Licence.
11. The Postmaster General shall enter into a contract for five years to make use of the proposed station for the transmission and reception of public messages to and from England direct, also to and from any other countries or colonies with whom it shall be found possible to make the necessary arrangements. The following payments in respect of traffic between Kenya and Great Britain shall be made to the Company (to include the necessary supply of power, engineering, staff, etc.), who shall be responsible for the entire working of the station except the actual operation of transmission and reception :

| | |
|-----------------------------------|-----|
| per word transmitted at full rate | 8d. |
| " " " " half " | 4d. |
| " " " " quarter " | 2d. |
| " " received at full rate | 4d. |
| " " " " half " | 2d. |
| " " " " quarter " | 1d. |

These rates shall be subject to alteration at the request of the Company. The Postmaster General may key the proposed station from the General Post Office if desired but will be required to make his own arrangements to this end and provide the necessary land lines. The use of the station by the Post Office Department shall be conditional upon the capacity of the station to give 95% efficiency for a fixed continuous period of four hours in every twenty-four hours.

12. Government shall have the right to acquire the station at any time. If acquired within a period of ten years from the date the Broadcasting Service begins, the purchase price shall be the full capital cost of the station. If acquired later the purchase price shall be based upon a valuation by an valuer mutually agreed upon. Failing mutual agreement the valuer shall be appointed by the British Broadcasting Corporation. Twelve months' notice of its intention to acquire the station shall be given by Government.

13. The Licence applied for is to be issued to the writer as Trustee for The Kenya Broadcasting Company Limited, which will be duly incorporated and registered as soon as possible after the issue of the said Licence.

14. That except where provisions to the contrary are made above, the terms of the Licence shall be in accordance with the Wireless Telegraphy Ordinance 1915, and the Wireless Telegraphy Rules 1926.

I have the honour to be,
Sir,
Your obedient Servant,

Sd. L. Mansfield Robinson,
Lieutenant Commander R.N. (rtd).
Grad. I.E.E. (Wireless Section)

*Revised edition in
rd on 12 Jan '26*

C/o Muthaiga Country Club

P.O.Box.181

Nairobi

16th November, 1926.

A
91

The Hon. The Postmaster General
Nairobi.

Sir,

I have the honour to apply for a Broadcasting Licence to establish a service of broadcasting Wireless Telephony in the Colony and Protectorate of Kenya, in accordance with paragraph 4 of the "Wireless Telegraphy Rules, 1926" contained in Government Notice Number 341.

It is desired that the Licence shall include the following conditions:

1. That the Licensee shall within 12 months of the date of the issue of the Licence erect a Broadcasting Station in the Colony and Protectorate of Kenya.
2. That the power of the said Broadcasting Station shall be not less than ⁴5 K.W. nor more than 10 K.W. actual power dissipated at the Anodes of the Main Oscillator Valves, at the option of the Licensee.
3. That the wave length to be used shall be such as shall be found by the Licensee to be most suited to local conditions, but between 45 and 75 metres, subject to approval by Geneva and the British and Colonial Governments.
4. That a definite wave length having been decided upon by the Licensee, ~~the same shall not be altered during the period of the licence, except with the consent of the Licensee.~~

- 92
5. That the Licensee shall have the right to broadcast from the said Station for a period not exceeding 12 hours per day, but shall be bound to broadcast for a period of not less than 5 hours per day, ~~such hours to be decided upon by the Licensee.~~
 6. That the Licensee shall have the right to broadcast all news from whatever source such news may be received, subject to the censorship provided for in paragraph 13 of the Rules and to the legal restrictions of copyright in accordance with the law of the Colony and Protectorate of Kenya, and ~~that~~ ^{abstract of} paragraph 12 of the Wireless Telegraphy Rules 1926 shall be deleted.
 7. That the licensee shall be permitted to trade in Wireless apparatus in the Colony and Protectorate of Kenya.
 8. That the Postmaster General shall collect all receiving licence fees and shall pay the portion of such fees due to the Licensee monthly.
 9. That the fees laid down to be payable in respect of receiving Licenses in paragraph 21 of the Wireless Telegraphy Rules, 1926, shall be the maximum fees payable, and ~~that~~ the Licensee may, by giving ³⁰ three calendar months notice, reduce any or all of such fees as he may consider desirable, provided only that he shall furnish the Postmaster General with reasonable guarantees for the continuity of the Broadcasting service during the period of the Licence, and that paragraph 21 of the Wireless Telegraphy Rules 1926 be amended accordingly.

The fees accruing to the Post Office Department as set out in paragraph 22 of the rules shall

shall not in any way be affected by any such reduction.

- 10. That the Postmaster General shall undertake to make every effort and to take every precaution possible to secure the payment of the licence fees, and shall agree to take action at law against offenders in this respect under the Wireless Telegraphy Ordinance 1913, and in particular that the Postmaster General shall cause to be kept by every dealer and/or trader in Wireless apparatus a register of every sale of wireless apparatus giving the name, address and licence number, if any, of the purchaser.
- 11. That the Postmaster General shall take all reasonable steps to prevent contravention of paragraph 20 of the Wireless Telegraphy Rules 1926 and that he shall take suitable action when necessary against offenders under this rule.
- 12. That as from the date of the Licence no further experimental receiving licences shall be issued, and that paragraphs 26 and 27 of the Wireless Telegraphy Rules shall be deleted.
- 13. That legislation shall be provided conferring on the Police and Post Office officials the right of entry upon and search of the premises of persons suspected of using Wireless apparatus without being in possession of a Receiving Licence.
- 14. That, as the power to be used will ensure reception in all parts of the Colony and Protectorate of Kenya, the said Licence shall apply to the whole of the said Colony and Protectorate of Kenya, and no other Broadcasting Licence shall be issued during

SEE SCHEDULE ATTACHED

during the term or continuation of the said
Licence. 94

15. That the Postmaster General may hire from the Licensee the use of the said station for whatever purpose he may desire at an inclusive charge of fifty shillings per hour or part thereof (to include the necessary supply of power, the necessary engineering staff to maintain the station in efficient order), and that the Postmaster General shall guarantee to the Licensee the following minimum rentals, commencing on the date of the commencement of the Broadcasting service:-

- (a) While less than 1000 Receiving Licences are issued 5 hours per day or £4,562.10.0. per annum.
- (b) While between 1000 and 1500 Receiving Licences are issued 4 hours per day or £3,650.0.0.
- (c) While between 1500 and 2000 Receiving Licences are issued 3 hours per day or £2,737.10.0.
- (d) While between 2000 and 2500 Receiving Licences are issued 2 hours per day or £1,825.0.0.

The Licensee will undertake that a minimum power of 5 K.W. shall be available for the use of the Postmaster General when working Morse.

The Postmaster General may key the Station from the C.P.O., or from any Government Wireless Receiving Station, but will be required to make his own arrangements to this end.

16. That in the event of the Licence not being renewed by the Postmaster General at the request of the Licensee and there having been no default on the part of the Licensee in complying with the conditions attached to the Licence, the Postmaster General shall be bound to acquire all the assets of the Licensee in respect

95

respect of the Broadcasting Wireless Station at a valuation to be mutually agreed upon, and failing mutual agreement at a valuation to be fixed by a Valuator to be selected by the Postmaster General and the Licensee, mutually.

17. That in the event of the Imperial Wireless Station being erected within the Colony and Protectorate of Kenya the obligations contained in clause 15 hereof and on the part of the Postmaster General to be performed shall cease at his option from the date when the said Station is erected and is in working order.
18. The Licence applied for is to be issued to the writer as Trustee for The Kenya Broadcasting Company Limited, which will be duly incorporated and registered as soon as possible after the issue of the said Licence.
19. That except where provisions to the contrary are made above, the terms of the Licence shall be in accordance with the Wireless Telegraphy Ordinance 1913, and the Wireless Telegraphy Rules 1926.

I have, etc.,

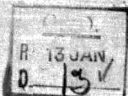
96

SCHEDULE OF WIRELESS APPARATUS REFERRED TO IN
THE APPLICATION FOR BROADCASTING LICENCE.

1. Thermionic Valves including two, three and four electrode Valves.
2. Crystals or other minerals in general use as detectors or rectifiers for reception of Wireless signals.
3. All complete Wireless Receiving and Amplifying apparatus.
4. Loud speakers, headphones and other electric-sound reproducing instruments.
5. Intervalve, high and low frequency, electric transformers and chokes.
6. Tuning inductance coils and electrical condensers, whether of fixed or variable capacity.
7. Wireless Accessories including Ebonite, Rheostats, Potentiometers, Switches, Valve Holders, Resistances, Insulators, Aerials and High-Tension Batteries.

- Mr. Allen
- Mr.
- Mr.
- Mr. E. J. Harding.
- Sir C. Strachey.
- Sir J. Shuckburgh.
- Sir G. Grindle.
- Sir C. Davis.
- Sir S. Wilson.
- Mr. Ormsby-Gore.
- Earl of Clarendon.
- Mr. Amery.

13/1/27



Downing Street,
January, 1927.

Sir,

Handwritten mark

I have etc. to acknowledge the receipt of your telegram of the 17th of December No.425 embodying a message to Mr. Fitzgerald, the Postmaster General, regarding an application for a broadcasting licence in Kenya.

DRAFT.

NO. 38

Gov. Grigg.

2. The message was conveyed to Mr. Fitzgerald, who had arranged to embark at London on the 6th of January; but as it was ascertained that Comdr. Robinson ^{was} will not reach England until after that date, it was necessary for Mr. Fitzgerald to revise his arrangements, and to postpone his embarkation until the 14th January at Marseilles. As Mr. Fitzgerald has, therefore, been detained on public grounds, he ^{has been} granted a subsistence allowance at the

Return Grigg

usual rate of £1 a night for the period
of detention.

3. On Comdr. Robinson's arrival in
England, he was placed in touch with Mr.
Fitzgerald who, I understand, will make
a report to you after his return to the
Colony.

I have, etc.,

(Signed) L. S. AMERY

96

Copy

Paraphrase of telegram from Postmaster General,
Kenya, of 24th November, 1926.

Negotiating for use Radio Station between 45
and 75 metres 5 kilowatts. If successful have you
suitable station correspond and would you be prepared
exchange traffic direct approximately 12 months hence.

Copy of Reply to Postmaster General, Kenya, of
27th November, 1926.

Reference your telegram 24 instant Post Office
will be glad to co-operate in direct service with
Kenya on short wave system stop. As soon as your
station is ready a suitable corresponding station in
this country will be made available for such periods
as may be required by exigencies of traffic.

TELEGRAM from the Governor of Kenya to the Secretary of State for the Colonies. Dated 17th December, 1926.

99
ENO.

(Received, Colonial Office, 12.32 p.m. 17th December, 1926).

No.425. 17th December. Please give following message to Fitzgerald Postmaster General. We have received application for broadcasting licence in Kenya assisted by Government subsidy. Please see their agent Comander Robinson arriving at Marseilles 31st December ex S.S. Avateur Roland Garrae who will call at Colonial Office and give you details. Government here is anxious for political reasons to see sound broadcasting system established but we cannot give practical consideration to this proposal (1) because we are still too ignorant of the merit of short wave system (2) because the method of subsidy suggested and the use of station for Government Wireless transmission might complicate relations with telegraph companies and too greatly reduce their traffic. (3) because it is difficult in present conditions to assess cost of the proposed subsidy to the Colony.

Should be glad if you will take the whole proposal into consideration obtaining expert advice and bring out recommendation(s) with you ends.

copy to Fitzgerald
Auckland 3P 178 JAN 1927
1 DEC

X.F. 8280
17 DEC 1926

X.10015
1927

KENYA
CO533/364

X.10015
1927

From

Date

Grant of Magisterial Powers to
Justices of the Peace.

| Previous paper | (Minutes within) | |
|--|------------------|--|
| Prof C 5947 1/2 | | |
| Subsequent paper Sub Title A (Parliamentary Questions) | | |
| Khu 1 1/2 | | |
| Mr. Allen 24/1 | | |
| Mr. C. Strachey 22.1 | | |
| X SA | | |
| | | |

NOT TO BE TURNED INSIDE OUT.