

1921

KENYA

67830
NOV 21

16TH NOVEMBER 1921

SUBJECT

E.I.A. TRADING COMPANY

States position as to liquidation and asks that it be suggested to Local Authority that securities held by Bombay Branch of E.I.A. off. should be realised and proceeds distributed by liquidator pro rata among creditors.

Mr. [unclear]

Mr. [unclear]

Mr. [unclear]

Mr. Grindall

Mr. Lambert

Mr. [unclear]

Mr. [unclear]

Mr. [unclear]

Mr. [unclear]

Previous Paper

2 papers

MINUTES

W. J. [unclear]

[unclear]

See also [unclear]

off. [unclear]

and

2/1/22

Mr. [unclear]

Mr. H. [unclear]

left the attached [unclear] for [unclear] that the matter [unclear] appear to have reached a stage at which [unclear] active intervention was necessary [unclear] had better [unclear] with the [unclear] He thought that [unclear] the [unclear] and [unclear] that [unclear]

[Vertical handwritten notes on the left margin, including dates like 11/4/22 and 19/11/22]

MINUTES.

MINUTES NOT TO BE WRITTEN
ON THIS SIDE.

would send the firm a copy of his
memo. & ask for all possible information
to be given to him.

It appears that Mr. Adams
is not in this country. It is not
clear from his file whether he is
still dealing with the liquidation of
the firm. We have not heard
from Kenya about this liquidation
since March 1920 (1257/20) and then
Mr. Adams was dealing with it.

W. H. Russell
and
25/1/21

W. H. Russell
and

MINUTES.

MINUTES NOT TO BE WRITTEN ON THIS SIDE.

would send the Gov. a copy of his memo. & ask for all possible information to be given to him.

It appears that Mr. Adams is not in the country. It is not clear from his file whether he is still dealing with the liquidation of this firm. We have not heard

from Kenya about this liquidation since March 1920 (11.11.20) and then Mr. Adams was dealing with it.

Wt. Kenneth

cust

25/1/21

Adams

Wt.

Wt.

Wt.

RUDOLF LOY and ERNST MARKUS - both by birth Czech-Slovak -
Subjects of Czecho-Slovak Republic acknowledged by U.S.
as an Allied Power on 9 August 1918.

Nationality of Loy and Markus established to satisfaction
of Colonial Office. C.O. letter 24162/1920 dated 26 May 1920

On 12th August 1914 Loy and Markus interned at Mombasa, thence
transferred to Nairobi

On 20th August 1914, Markus released - Sent to Europe on parole
not to engage in war against U.S. and Allies

Loy released, but in October 1914 again interned - Sent to India

Loy ultimately released on intervention of President of Czecho-
Slovak Republic, British Charge d'Affaires at Prague and
Czecho-Slovak Legation in London

In 1915 (date not known) Order passed by Administration of
U.S. Africa directing winding up of business of East African
Trading Company

25th May 1916, Ernest Adams of Mombasa appointed Liquidator

There appear to have been four distinct periods of
administration of moveable assets, namely -

1. a period from the 12th August 1914 (the date of internment
of Loy and Markus) to the date of the winding up order -
sometime in 1915
2. a period from the date of the winding up order (sometime
in 1915) to the 25th May 1916, the date of the appointment
of Adams as liquidator
3. a period from the 25th May 1916 (date of appointment of
Adams as Liquidator) to the 3rd February 1920, the date
of Adams' Report, etc
4. a period from the 3rd February 1920 (the date of Adams'
Report) to the present time

On the 12th August 1914 (date of their internment) Loy and
Markus, as the East African Trading Company, were carrying on an
extensive and prosperous export and import business, and, as
stated by Adams in his Report, 'the partnership was undoubtedly
financially sound'

The East African Trading Company was then established -

is the above administrative divisions of E.A. Africa that is -

- A. in the East Africa Protectorate at (1) Mombasa (head quarters of the business) and (2) at Kisumu
- B. in the Uganda Protectorate at (1) Entebbe (2) Kampala and (3) Jinja, and
- C. in the Zanzibar Protectorate at Zanzibar and also in German East Africa -
- D. at (1) Dar-es-salaam (2) Tabora (3) Kilima (4) Kigata (5) Bukoba (6) Muanza and (7) Nyumbizi

Two principal creditors (1) National Bank of India Ltd and (2) D.SASSOON AND COMPANY Ltd. were such creditors for more than Rs.5,00,000

Apparently on the interment of Ley and Markus no orders or directions were given by the Authorities or obtained from a Court for the protection and realisation of assets in the interests of all concerned but during the time of the above periods the moveable assets in the East Africa and Uganda Protectorates were left entirely at the mercy of creditors. By the interment of Ley and Markus the rights of creditors were jeopardised. The advances made by the National Bank and Sassoon & Co.Ltd. were upon the security of moveable assets some of which were in the East Africa and Uganda Protectorates and a considerable portion of which were in German East Africa. The National Bank and Sassoon & Co.Ltd. for their own protection assumed control of the moveable assets in the East Africa and Uganda Protectorates and by their direction those members of the staff of the East Africa Trading Company who were not enemy subjects proceeded to realisation and the proceeds so realised were deposited with the National Bank who ultimately negotiated for them to the Liquidator. The realisations were by forced sales and it is feared that in some instances assets were sacrificed in the desire for prompt realisation. The position

of Sassoon & Co., Ltd. in the connection was invidious in that that company or its directors, after the internment of Ley and Markus promoted and formed a company under the name of the African Mercantile Company Ltd. with the object of acquiring the connections of the East Africa Trading Company regarded as derelict.

Also as to assets at Zanzibar it appears that for some time during the first of the above periods that the control was in the hands of Mr. A. M. Crisp. It is stated in Colonial Office letter No. 17963/1920 dated the 23rd April 1920 that 'the Acting High Commissioner for Zanzibar states that at the outbreak of war the management of the Zanzibar branch was in the hands of Mr. A. M. Crisp and that in 1915 Mr. Crisp acting on the ^{advise} from the firms London Office proceeded to wind up the business of the local branch, all assets being transferred in liquid form to the liquidator of Enemy properties Kambassa' It is not known to what instructions or to what London office the High Commissioner thus referred and it is thought that should it be necessary to make further enquiry it would transpire that the instructions referred to were those of Sassoon & Co. Ltd. one of the principal creditors. The reference of the High Commissioner is to assets generally, not distinguishing between moveable and immoveable assets and the particular realisations cannot be traced in the summary of accounts annexed to Adams' Report

During the second of the above periods the liquidation of assets in the East Africa and Uganda Protectorate was towards the end of 1915 in the hands of Mr. A. E. Garland who, according to Adams Report, was acting on behalf of the National Bank and Sassoon & Co. Ltd. This Mr. Garland was also the constituted representative of the African Mercantile Company Ltd. engaged in securing on the most favorable terms possible the connection of the East Africa Trading Company: Adams' Report contains no statement of the liquidation by Garland nor do the accounts annexed to such Report show any moneys received from him.

As to the third of the above periods Adams in his Report states that the liquidation of such moveable assets as have not been sold (that is, realised by creditors by Crisp and by Garland) was proceeded with and book debts were collected. This presumably has reference to moveable assets in the East Africa and Uganda Protectorates. These realisations are not shown in detail but probably are included in the summary of accounts which accompanied Adams' Report.

As to the fourth and last of the above periods no accounts have as yet been rendered.

Adams' Report is suggestive that the whole of the moveable assets in the East Africa and Uganda Protectorates have been reviewed, but there is no trace in the accounts of -

- (a) furniture, plate, glass, linen, carpets and silver cutlery in the dwellinghouse of Loy and Markus at Mombasa
- (b) furniture and equipment of other dwelling accommodation for 12 European employees at Mombasa
- (c) office furniture, a great number of safes, typewriting machines etc. at Mombasa.
- (d) equipment of a number of warehouses with valuable weighing machines transport carts etc. at Mombasa
- (e) furniture and equipment at the branch offices at Kisumu, Mombasa and Jinja

As to immovable property Adams states in his Report that "the only real estates not in Kenya Territory, namely those in Kampala, Jinja and Kilindini, were sold and realised satisfactory prices".

According to a letter on record dated the 5th February 1920 from Mr. H. V. Carey, Comptroller of Money Property at Entebbe in Uganda, the immovable property of the East Africa Trading Company in the Uganda Protectorate consisted of

1. A plot of land at Kampala with building
2. A plot of land at Fort Bell with godown
3. A plot of land at Jinja with godown
4. A plot of land at Entebbe with building

Lot 1. has been mortgaged to the National Bank and the mortgage was discharged by the Custodian from the sale proceeds.

The net proceeds of the sales of the above immovable properties, after retention by the Custodian of Rs. 1000 to meet further expenditure, amounting to Rs. 34,039.69 were remitted by the Custodian to Adams as Liquidator.

There is no trace in the accounts of the undermentioned immovable properties:

- (a) Kilindini godowns, Substantial building of stone with corrugated iron roof and glass skylights.
- (b) A godown situated behind the East Africa Trading Company's office at Mombasa - a substantial building with adjoining sheds for storing timber and a garage.
- (c) the dwellinghouse of Loy and Marjaret Mombasa.
- (d) the offices at Mombasa.
- (e) Warehouses at Mombasa.

As to moveable assets in German East Africa Adams in his Report states:

1. All amounts which have been collected by the Custodian of His Majesty's Property in German East Africa were remitted to the Liquidator.
2. The proceeds of liquidation of stocks remaining there (taken over by the British Military Administration Purchaser) were paid to the liquidation account.
3. All the stocks at Kisumu and Kisumu fell into the hands of the British Military Administration.

Adams further states in his Report, as to 'the Funds and saleable assets of the Partnership in German East Africa' that is, moveable assets, that they were found to be represented by enemy securities of various kinds which were at the date of his Report in his hands. Thus:

Ruanda Securities

1. German Government drafts totalling 65942.85
(payable in gold on conclusion of the War
with interest at 4% per annum).
2. Deposits with Deutsche Ost-Afrika Bank
at varying rates of interest, totalling 173720.50

Tabora Securities

1. D.O.A. Bank statement dated December 1915 showing a credit balance of	1,57,307.
2. Telegram from Tabora to Halehke dated 31 July 1916 owing receipt of deposit	21,000
3. Advice from D.O.A. Bank Tabora dated 31 July 1916 confirming above telegram and advising a debit of Rs. 23	
4. Receipt dated 5 December 1915 from the German Government for brass	355
5. Receipt of German Government dated 31 December 1915 for copper wire	869.50
6. Receipt of German Government dated 15 November 1915 for brass wire	3,820.50
7. Interim War Notes for	600

D.O.A. Bank Securities

1. D.O.A. Bank receipts totalling	98,642.50
	5,22,259.85
	23
	<u>5,22,236.85</u>

The above table is considered not to be exhaustive of the moveable property of the several agencies in German East Africa. The declarations of Eugen Loewy an employe of the East Africa Trading Company sworn on the 1 April 1920, copies of which are annexed appear to point to the existence of additional assets in German East Africa.

No mention is made in Adams' Report of moveable property as Tabora Kigoma Migali or Nyambiti in German East Africa.

No information has been given of what steps have been taken by the Liquidator towards realisation of the assets mentioned in the above table.

As to immoveable property in German East Africa Adams states in his Report that the real estates in (late) German East Africa

have not yet been disposed of. This enquiry and report is necessary as to immoveable properties at Dar-es-salaam, Tabora, Kigoma, Kigali, Bukoba, Mwanza and Nyamiti. It is thought that the above statement may not now be applicable and that on enquiry it may transpire that the immoveable properties at the above agencies have been in fact taken over by the African Mercantile Company Ltd. (formed with that object) under the direction or with the concurrence of Adams as Liquidator. Loy and Markus, by fragmentary information they have received as to the dealings with such properties, are rendered apprehensive that their interests in the connection have been sacrificed. Some reference will be found to the immoveable properties and the disposal of them in the declarations and letter annexed.

H.C. Sykes
23. 11. 21.

NOTARIAL PUBLIC DECLARATION

I confirm in connection with Journal No. 14007 the following:-

Revenue Stamp K.2.

Sworn before me, Vladimir Maliv, Notary Public in Prague II. on the first day of April, 1920, in my office, Prague II. No. 742.

MR. HUGEN LOHWY, employee of the East African Trading Company and of the International Trading Company, Ltd., at present in Prague, personally known to me, appeared to-day before me in my office, Prague II. No. 742, and made in presence of the following two witnesses, both personally known to me, namely:-

J. H. DOCTOR KARL ZIMMER, advocate in Prague II. No. 745.

J. U. DOCTOR JAROMER VOJSEDALEK, Prague II. No. 745.

the following :-

DECLARATION

When the town of Mwanza was handed over to the English Military Authorities, I had the following quantities of merchandise in stock which were the property of the East African Trading Company:-

About 132,000 kg Flint dry Ox and Cow Hides
About 45,000 kg Specially prepared and shaved Cow Hides.
About 20,000 pieces only best heavy selected Goat Skins.

For the packing of the above specified Hides and Skins 2,200 kg of Sisal Hemp Rope was used, besides some colours for marking. There were further about 19,000 bags of Groundnuts stored in the warehouse of the firm of Alidino Vioram for which rent had to be paid.

The Liquidator Mr. Ernest Adame visited me the first time in August 1916 at Mwanza and instructed me in his letter dated the 10th August 1916, that I should further retain the administration of the property and the affairs of the East African Trading Company in Mwanza, and this with the agent of the English Military Authorities.

At the occasion of this visit Mr. Adams (the manager) did not initiate any change whatsoever for the time being with regard to the stocks of merchandises of the East African Trading Company.

In November 1916, Mr. Adams instructed me to pack the Hides and Goat skins, and gave me instructions with regard to the marking of same, and fixed the price for the Ordinary Flight Dry Hides at rupees 16 per frassils of 16 kilos and for the prepared Hides at rupees 24 per frassils of 16 kilos. For the goat skins he did not fix a price.

I protested against such a low statement of prices, as the value of the hides was a great deal higher one. Already before the war the unit of 16 kilos of dry Hides realized in Kenya the price of rupees 24.

Together with my first consignment of 170-180 bales of hides, several similar parcels belonging to other firms established at Muanza were shipped to Mombasa. I thereupon received from different quarters the information, that the African Mercantile Company, Ltd., of Mombasa had bought these smaller parcels at rupees 27 per 16 kilos f.o.b. Mombasa.

Mr. Adams however, did not consider my protest.

I despatched the first parcel of about 170-180 bales of hides to Mombasa and according to his instructions sent for this first lot a consignment note, which was drawn up as instructed on the basis of rupees 16 per 16 kilos.

The further consignment of hides and goat skins which I shipped as well up to the end of December 1916 to Mombasa, were only accompanied by weight and pieces specifications.

At the beginning of December 1916, I had the visit of Mr. Antoine Mounier who was the Manager of the East African Trading Company in Kigali. He came in December 1916,

from Mombasa to Mwanza and informed me that the African Mercantile Company Ltd., is taking over all the stocks of the East African Trading Company in all the branches of the latter firm in German East Africa. At the same time he intimated to me, that following the instructions of the African Mercantile Company, Ltd., given to him in accord with the English Authorities, he takes possession of all the buildings and fixtures of the East African Trading Company.

By Order of the African Mercantile Company, Ltd. he declared himself a Government Agent for the Military Hides and Skin purchasing scheme. Besides a small stock of stationery and account books, Mr. Monsiir brought nothing with him from the African Mercantile Company, Ltd., used however, on the other hand Typewriting Machines and all other office material of the East African Trading Company. This refers as well to all the warehouse, transport, household accommodation and utensils as well as to Office Furniture concerning the aforementioned 10,000 bags of Groundnuts the procedure was the following:-

Already at the occasion of Mr. Adams' first visit in Mwanza in the month of August 1916, as well as on the occasion of the second visit of that gentleman in November 1916, I requested him to give me instructions as to what should be done with this merchandise, Mr. Adams asked me to wait as he would give me instructions later on; as this however, did not take place, so I wrote several times to Mr. Adams to Mombasa and Tanganyika and received at last in May or June 1917 the order, to sell the Groundnuts best possible at Mwanza, and to deposit the proceeds with the District Commissioner for his disposal.

The proceeds of this parcel of Groundnuts and of a quantity of Sisal Hemp Rope in stock, amounted to about rupees 10-12,000 which according to instructions, I handed over against receipt to the District Commissioner in Mwanza

Major Marshall & others to the same effect. I have res-
pectively.

Up to the time of my departure from Muanza, which took place on the 11th November, 1917, all the buildings belonging to the East African Trading Company, with all household and especially all warehouse, transport, office furniture, fixtures and utensils were in constant use of the African Mercantile Company Ltd., and as far as it is known to me as representative of the Official Custodian of enemy property, no requisition whatever was given or return.

Up to the time of my departure from Muanza, which took place on the 11th November, 1917, all the fixtures belonging to the East African Trading Company were in good order and condition, with the exception of weighing machines and transport carts, which owing to the heavy use of same by the African Mercantile Company, Ltd., were nearly rendered useless.

In February, 1917, I was instructed by the African Mercantile Company, Ltd. which firm was the official Hide purchaser of the British Government, to manage this firm's business at Muanza. Here, I must remark that the instructions were given in accord of the firm with the British Civil and Military Authorities, and this in the form of an order. During this activity of mine, which extends over a period of 3 months, I bought, stored and shipped for the African Mercantile Company, Ltd. about 2,000,000 kilos of Hides.

Mr. Garland the representative of the African Mercantile Company, Ltd., in Mombasa was during this period several times in Muanza, when he lived in the house of the East African Trading Company.

With regard to the branch office of the East African Trading Company, in Bukoba, I can state that about

31,000 kg of Hides, 10-15,000 kg of Coffee and a quantity not exactly known is made of Goat Skins were in stock there.

Concerning the household warehouse office and transport furniture fixtures and utensils in Bukoba it is known to me that same were after the handing over of Bukoba to the British Authorities at first used by the firm of Messrs. ... through free of charge; in February 1917 ... had to leave the premises of the East African Trading Company in order to make place to the African Mercantile Company Ltd.

With regard to the branch office of the East African Trading Company in Kigali it is known to me that there were in stock 30-40,000 Kilos of Hides. The Hides were used by the Belgian Troops as a hospital.

The Mission of the White Fathers owed to the branch office of the East African Trading Company in Kigali an amount of Rupees 30,000 which amount had not been paid to the ... departure from Kwanza.

It further knows to me that the branch office of the East African Trading Company in Bukoba had dealt with various merchants chiefly Arabs amounting to about Rupees 40,000 which overpayments had also up to the time of my departure not been paid.

The office plantation owner Mr. Bismann in the district of Bukoba owed to the East African Trading Company the amount of about Rupees 10 or 15,000 which amount was booked and kept a record of in the Books of the East African Trading Company at Kwanza.

Concerning the East African Trading Co's branch office at Tabora it is known to me what quantities of Hides Skins and other products they had in stock but I know that the East African Trading Co's branch office in Kigoma had sent two truck-loads of Hides to Tabora.

Report that the ... without the ... of the ... 15. 11. 1917

all the branch offices of the East African Trading Company in the various other localities of the late German East Africa with all fixtures and utensils were also occupied and used by the African Merchants Co. Ltd.

Concerning the branch offices of the East African Trading Company in Kigama and Darasalam, I am not in a position to furnish any information as nothing is known to me with regard to the fate of these two branch offices.

This affidavit was read confirmed and signed all in my presence as Notary Public

(Sgd.) EUGEN LOWY.

(Sgd.) DOCTOR KAREL KUNNY.

(Sgd.) DOCTOR JAROMIR VOSEKALSKY As Witness.

(Sgd.) VLADIMIR UHLIR As Witness
Notary Public.

On this official act I issue to Mr. Eugen Lowy this official document.

PRAGUE, the first day of April, nineteen hundred and twenty

(Sgd.) VLADIMIR UHLIR

Notary Public.

Confirmation Fee	K.	2.40
Fee for writing	K.	5.-
Legalisation	B.	8.-
TOTAL	K.	5.80

161
No. 95/20.

The Head Administration of the High Court in Prague confirms herewith the correctness of the official signature of VLADIMIR URBAN, Notary Public in Prague.

PRAGUE, 2nd April 1920.

(Sgd.) SCHERL.

Pres. 476

I confirm the signature of the President of the High Court Senate in Prague, Doctor Felix Scherl.

PRAGUE, 2nd April 1920.

For the Minister:

(Sgd.) DOCTOR VYBORNY.

Councillor of the Section Ministry of Justice.

No. 12266

Ministère des Affaires Étrangères
de la République Tchécoslovaque.

No. 12266

leg. 782.

Prague 13-3 avril 1920.

Vu pour la légalisation de la signature de Monsieur le docteur Vyborny conseiller du Ministère de la Justice ainsi que du chef officiel du Ministère de la Justice de la République tchécoslovaque.

Taxe 5 Cour.

Pour le Ministre:

ANTO HOLY.

Seen for the legalisation of the signature of Dr. Holy Vice Secretary to the Ministry of Foreign Affairs at Prague.

British Consulate
PRAGUE.

(Sgd.) G.B. BEAK.

H.B.M. Consul.

NOTARIAL DOCUMENTARY DECLARATION

I confirm in connection with Journal No. 14008 the following:-

Revenue 5,000 K.2.

Sworn before me, Vladimir Walit, Notary Public in Prague II, on the first day of April, 1920, in my office Prague II, No. 742.

Mr. Eugen Leevy, employee of the East African Trading Company and of The International Trading Company Ltd. at present in Prague, personally known to me, appeared before me in my office, Prague II, No. 742 and made in presence of the following two witnesses, both personally known to me, namely:-

H. ROTO KAVO, JMMER, advocate in Prague II, No. 745.

J. U. DOWER, ABOMEN VOVOSEK, Prague II, No. 745.

The following:-

DECLARATION

In September 1914, the District Commissioner Mr. Stuart visited me in the office of the East African Trading Company in Huanda and ordered me to deposit with him on a day to be then fixed as lying between 90,000 in silver notes belonging to the East African Trading Company. He said as it would be impossible to deposit this money together but he would pay for him a part of the German East African in his office. I asked him if I could have getting 10-20% on the money, whereupon he answered that he will be in communication with the German East African at this point, but that if the firm of Leevy that on this money undoubtedly [unclear] after this interview which took place on the 1st day of September 1914, I was forced to deposit the sum of Revenue Office at Huanda the amount of [unclear] respective receipt. After that I frequently visited the office of the District Commissioner

Mr. Gannert called him at least ten times for a definite reply regarding the question of interest. He regularly answered me that the decision from the Governor had not yet arrived, but there should be no doubt whatsoever that the money of the firm would bear interest. In March 1915 I spoke to the Chief of Customs Mr. Walker and also to the Chief of the District Revenue Office at Yvanza and he asked me quite surprised whether Mr. Gannert had not informed me to fetch the money deposited or rather disposed of some other-
 way. The decision of the Governor had arrived and was to the effect that no interest should be paid on the money lent by the firm. However this decision was arrived at I had sent a further request 10,000 in silver coins to the District Revenue Office. At the same opportunity Mr. Gannert had already several times mentioned the liquidation of the firm of William Oswald and his share of about 200,000. I thereupon arranged to have the amount of 100,000 together with a further amount of 10,000 which I had paid into the District Revenue Office should be transferred by telegraph through the District Revenue Office to the German East African Bank at Tabora on War-Deposit Account. This amount bore interest in accordance with the announcements of the German East African Bank to interest the amount on War-Deposit Account, on condition that such deposits should be returned to the lawful owners within 24 hours after conclusion of Peace.

At the end of March 1915, I made arrangements with the branch office of the East African Trading Company in Tabora to draw all amounts which the East African Trading Company had deposited with the Revenue Office in Yvanza and transfer this amount to the German East African Bank at Tabora on War-Deposit Account. The Manager of the

branch office at Bukoba obtained interest at the rate of 4% per annum.

It is known to me, that the branch offices of the East African Trading Company in Bukoba had deposited with the German East African Bank up to the middle of May 1916, in favour of the East African Trading Company about rupees 185,000 on War-deposit Account.

I myself paid into the German East African Bank the total amount of rupees 123,725.50 in favour of the East African Trading Company on War-deposit Account, out of which sum rupees 120,000 have to bear interest at the rate of 4% and rupees 3,725.50 - 4% the respective Bank Receipts I handed personally to the Liquidator of enemy aliens Mr. Ernst Adew, and I hold his receipt for same dated the 22nd November 1916.

Mr. Fritz Leuk Manager of the branch office of the East African Trading Company in Kigoma informed me that the two branch offices of the East African Trading Company in Tabora and Kigoma had paid into the German East African Bank altogether about rupees 100,000 on War-deposit account which amount has to bear interest at the rate of 4% per annum.

I was forced to deliver to the Government of German East Africa merchandise in the way of requisition for which I did not receive payment in cash, but Government Drafts which were made payable immediately after cessation of the war at any government station in German East Africa together with 4% interest per annum. The Government Drafts amounting to rupees 65,942.85 I handed to the Liquidator Mr. Ernest Adams and I am in possession of his receipt dated the 22nd November 1916.

Also the branch offices of Bukoba, Kigali.

of Torpedoes.

I think it was on the 18th November, 1915, to-
wards 2 or 12 o'clock in the morning, when a terrible explosion
took place in the Customs House. This explosion originated in
that way, that the Sergeant Beeve of the Colonial Troops
forged iron of which a red hot piece fell into a Benzine Tin
which was covered with a rag, but was otherwise open. Through
this explosion the shed caught fire whereby our above men-
tioned stocks of produce were to the greater part destroyed.

The German authorities at Muanza arranged, that
the burnt quantities of Groundnuts and were carried out
and sold by the District Agricultural Officer (Josef Wuerfel)

Immediately after the fire I handed to the District
Officer (Mr. Grossenberg) Invoices for the merchandise which
was before in the Custom House and this at original
prices by my firm. Taxes thereon amounted to about
50,000.

There and then I received from the authorities no
reply whatever.

I have a number of requisition receipts
requisitioned by the German Government.

- 1- A Ford Motor Car requisitioned on the 14th June
1916. In accordance with instructions from
Lieutenant Van Oppen, this car was valued at
Rupees 2,500 by a commission specially appointed
for that purpose, and which consisted of Police
Sergeant Lens, Sergeant Beeve, Arthur Karhart
and Mr. Shaber. For this amount I handed to the
Military Department at Muanza an Invoice for which
however I did not receive a Government Draft.
- 2- 44 k.g. Leather requisitioned on the 11th July, 1916,
at rupees 2.50 per k.g. which was delivered on that
day to the work-shop at Muanza. Government Draft
for that amount I have not received.

23- A Tarpaulin was requisitioned by the Military
 Authorities in the 1st half of 1916. It was used
 primarily by a Commission which however, could
 not be confirmed before the evacuation of Huamantla
 which took place on the 14th July, 1916.
 (Cost Price exceeds 498.75)

This affidavit was read, confirmed and signed, all
 in my presence as Notary Public

- (Sgd.) EUGEN LOWY
- (Sgd.) DOCTOR KARL ZIMMER As Witness
- (Sgd.) DOCTOR JAROMIR VOJSEDALEK As Witness
- (Sgd.) VLADIMIR UHLIR Notary Public.

On the official act I issue to Mr. Eugen Lowy
 this official document.

PRAGUE, the 1st day of April, nineteen hundred and twenty.

(Sgd.) VLADIMIR UHLIR.
 Notary Public.

Confirmed by	K. J.
Fee for printing	K. 10
Legisla. Fee	K. 10
TOTAL:-	K. 20

No. 53/20.

The Head Administration of the High Court in Prague, confirms herewith the correctness of the official signature of VLADIMIR VHLIR, Notary Public in Prague.

PRAGUE, 2nd April, 1920.

(Sgd.) SCHERL.

No. 476/20.

I confirm the signature of the President of the High Court Senate in Prague, Doctor Felix Scherl.

PRAGUE, 2nd April, 1920.

For the Minister:

(Sgd.) DOCTOR VYBORNÝ.

COUNSELLOR of the Section Ministry of Justice.

No. 12266.

Ministère des Affaires Étrangères
de la République Tchécoslovaque.

No. 12266 15g. 781.

Prague, le 5 Avril 1920.

En pour la légalisation de la signature de Monsieur le Docteur Vyborný conseiller du Ministère de la Justice ainsi que de son sceau officiel du Ministère de la Justice de la République Tchécoslovaque.

Taxe 5 Cour.

Pour le ministre:

(Sgd.) ANI. HOLY.

Seen for the legalisation of the signature of Dr. Holy, Vice Secretary to the Ministry of Foreign Affairs at Prague.

British Consulate
PRAGUE.

(Sgd.) G.E. BRAK.

H.B.M. Consul.

Es. 45/20.

The Head Administration of the High Court in Prague, confirms herewith the correctness of the official signature of VLADIMIR UHLIR, Notary Public in Prague.

PRAGUE, 2nd April, 1920.

(Sgd.) SCHERL.

PREB. 475/20.

I confirm the signature of the President of the High Court Senate in Prague, Doctor Felix Schery.

PRAGUE, 2nd April, 1920.

For the Minister:

(Sgd.) DOCTOR VYBORNY.

COUNCELLOR of the Section Ministry of Justice.

No. 12266.

Ministere des Affaires Etrangeres
de la Republique Tchechoslovaque.

No. 12266. No. 761.

Prague, le 3 Avril 1920.

En pour la legalisation de la signature de Monsieur le Docteur Vyborny conseiller du Ministere de la Justice ainsi que de scell officiel du Ministere de la Justice de la Republique tchechoslovaque.

Taxe 5 Cour.

Pour le Ministere:

(Sgd.) ANT. HOLY.

Seen for the legalisation of the signature of Dr. Holy, Vice Secretary to the Ministry of Foreign Affairs at Prague.

British Consulate
PRAGUE.

(Sgd.) G.E. BEAK.

H.B.M. Consul.

57730

copy

16th November, 1971.

The Hon. Secretary of State for the Colonies,
Parliament Street, London, W. 1.

Sir,

The Bank of India, regarding the (1) Liquidation of

with reference to the Bank's own representative

and the representative of the Government of India, and

Mr. S. S. Chatterjee, at present working in the

of the Bank of India, regarding the (1) Liquidation of

the Bank of India, regarding the (1) Liquidation of

the Bank of India, regarding the (1) Liquidation of

the Bank of India, regarding the (1) Liquidation of

in the Bank of India, regarding the (1) Liquidation of

the outbreak of 1971, and it would appear that all local assets

has been reallocated. The general view is that the main

his account of the situation.

Members indicate that the liquidation of the Bank of India

of the National Bank of India, and further that

will be paid in India.

of India are unable to understand the position, in view of

the fact that certain assets have been liquidated.

were liquidated and the proceeds were deposited in the

of the liquidator, with the Reserve Bank of India.

South of India.

In view of the fact that the liquidation of the

will be paid in India, and the Reserve Bank of India

has received the Reserve Bank of India.

of time until the 31st December next for the presentation of our claim, such course having been recommended to us by the Clearing Office (Smy Debt), as it were proposed, so they informed us, by lapse of time in presenting the claim through them.

We are without precise information as to whether or not the Liquidator has proposed claims in respect of the Securities deposited with the Bankers branch of the National Bank of India, as we shall be glad if you will, as arranged at our interview to-day, communicate with the Authorities in Kenya Colony, suggesting that these Securities should be realised and the proceeds distributed by the Liquidator pro rata amongst the creditors.

If, in the meantime, you can suggest any action on our part which may be conducive to the further protection of our claims in this matter, we should greatly appreciate your guidance.

Thanking you in anticipation,

I have the honour to be, Sir,

Your most obedient servant,

DAVID BARCOON & Co. Ltd.



of time until the 31st December next for the presentation of our claim, such course having been recommended to us by the Clearing Office (Messrs Debia), as it was explained, as they informed us, by lapse of time in presenting the claim there then.

We are without precise information from Messrs Debia as to whether or not the Liquidator has presented claims in respect of the Securities deposited with the Reserve Bank of the National Bank of India, as you shall be glad if you will be arranged at our interview to-day, to consult with the Authorities in Kanya Golum, suggesting that these Securities should be realised and the proceeds distributed by the Liquidator to you rank amongst the creditors.

If, in the meantime, you can suggest any action on our part, which may be conducive to the further protection of our claim in this matter, we should greatly appreciate your guidance.

Thanking you in anticipation,

We have the honour to be, Sir,

Your most obedient servants,

J. DAVID BARBOON & Co. Ltd.

Case 62/62

Handwritten initials or signature

30 Nov 1952

Handwritten symbol or signature

RAFT



Per
 All ref. your letter
 of 15/11/52 of the 10th Nov 1952
 laid before the Controller
 of a letter from Messrs. Standard
 Assurance Co. Ltd. regarding
 the liquidation of the Standard
 Insurance Co. Ltd. Your letter
 has been received from the National
 Bank of India Ltd.

16 Jan 27 1953

Mr. [Name]
 Mr. [Name]
 Mr. [Name]
 Mr. [Name]
 Mr. [Name]
 Mr. [Name]
 Mr. [Name]
 Mr. [Name]
 Mr. [Name]
 Mr. [Name]

The position with
 your firm was explained in the
 letter from the Dept. of the
 16. It has been found
 that Messrs. Standard Assurance Co. Ltd.
 the National Bank of India, who
 are the principal creditors of the
 firm, have that they should
 be taken to realize the
 many securities (of which a list
 was enclosed in the letter of 15/11/52)

(19516)
(19516)

minutes may be paid to the liquidator
3. It should be decided
to leave whether, in any given instance, it
is open to the Bank -

- (a) The National Bank of India and
Messrs. David Sassoon & Co. as creditors of
the East African Trading Co.
- (b) The liquidation of the East African
Trading Co's.

to put forward a claim before the
advised Arbitral Tribunal in respect of all
any of the securities, or whether any other
remedy is furnished to them in the Peace
Treaty. If not, he proposes a communication
with the Govt of Kenya in order to ascertain
whether the liquidator is prepared to submit
claims to the German Govt through the
diplomatic channel and to the Central Ost
Africanische Bank in Berlin direct in respect
of the securities which concern them, should
he have considerable doubt as to the efficacy
of such a procedure.

3. Further information with regard to the
securities is contained in the enclosed declaration by Messrs. ...
of the features in the firm.

DRAFT

Dear Sirs,
National Bank of India, Ltd.

MINUTE

- Mr. Dixon 21st Nov
- Mr. Drake 27
- Mr. ...
- Mr. Grindle
- Sir H. Lambert
- Sir H. Reed
- Sir J. Macdonald Smith
- Sir G. Fisher
- Mr. Wood
- Col. ...
- Mr. Churchill

(57130)
(57130) Receipt of your letter of the
11 Nov. regarding the liquidation
of the East African Trading Co.
and to state that the matter
is being considered and that a further
letter will be addressed to you
as soon as possible.

3 left

(SIGNED) H. J. READ

S. Kanya

473

57480/21

G. D.
P. S. NOW
D. D.

DIARY

Sgt. H. C. Cooper, M.V.O.

Dear Mr. [Name]

Nov 1941

MINUTE

communications on the 24th Nov, I

have ascertained that [Name]

is no longer in this country.

In the circumstances, I

as I suggested for you to write

direct to the [Name] of [Name]

at [Address] mentioning the

facts [Name] you desire

Further information We

and [Name] of Kanya know

all possible [Name]

my [Name]

Yours sincerely

(Sgt) H. C. Cooper