

DOMESTIC

EAST AFR. PROT.

30981

G.O.
0981

Printed



Individual

Agency
A 2

909

5 Sept

Previous Report

9050

Mr. Holman James' business

Gives history of case. Thinks to transfer asked for st. to be allowed without any condition upon a lease subject in the deeds of lease. If rent is in arrears to pay, st. to be insisted on immediately

W. P. Butler

W. P. Butler called again this morning - promised to handle this case.

Due to absence of inf. at this office of the concessions in question, Mr. T. J. Montgomery was asked to treat direct with Mr. Leake. He is acting for Mr. Holman James who is in America.

Mr. Leake was prepared to follow Mr. Montgomery's recommendations pretty closely, provided they were reasonable.

They appear to be so. Col. Montgomery proposes that the 2 concessions should be transferred to Mr. Holman James without any cash beyond those in the deeds of lease - is presumably to spend \$2000 in development & deposit \$1000 in each case - which was done originally in 1905 & the reports were returned to this office means as per the reports of Mr. Leake. Mr. Leake told me this morning that Mr. Montgomery is in America, said 10 days or so might elapse

W. P. Butler omitted to pay 5/10/10
200 29 July 10

34045

before payment could be settled, but
that Mr. Holman James was anxious to
pay the next due - (He said £200).
As we have no indication in the papers of
the next due -

2 Feb. 1904; and write to Mr. Fiddes
in view of Mr. Montgomery's accommodation
(as marked in green), saying that the
Co. will receive the next due, as
as soon as the actual sum has
been ascertained from the P.G.
copy of 5.0.04. old.
A.C.C. 20/4

Mr. Fiddes

I think we are bound to try ^{to}
secure some guarantee that development
will go on, and that these large areas
will not become the sport of the mere
company promoters. It is only fair to take
into account the fact that the present
holders have fulfilled the conditions as
to expenditure imposed on them, and
therefore should not be unduly
handicapped in disposing of their
holdings. We might stipulate for half
of the original requirements, i.e.
further
a deposit of £1000, returnable after

£5000 has been spent
years for the
instead of the
80 area. And
of course the
PUBLIC RECORD

There is some force in Mr. Montgomery's view
On the other hand (1) I don't like to go acting
against the O.A.P. advice in such a case, and
(2) as the enterprise has failed it is clear that
we ought to have guarantees for the expenditure
of further capital.

On the whole I incline to the
compromise suggested by Mr. Fiddes. Mr.
Fiddes might be asked if he will accept this
in behalf of Mr. James, & if so to the
state is recommended to the O.A.P. of 10/10/04.
Feb. 21/9

Mr. Fiddes.

Sir J. H. Wood asked me to find
out from Colonel Montgomery precisely
what the right of the O.A.P. to control
transfers is. It appears from the

attached letter that it is an absolute
right (though we could hardly be safe
in assuming this as a basis of action
without reference to the PtE). Sir F.
Hopwood's idea was that if the rights
of the Govt were absolute, the right
of the present holders who were
receiving these unwieldy concessions
to the Govt. But in view of what Col.
Montgomery says as to the prevailing
practice when development has taken
place I fear that it would be difficult
to take his course. The one would
be open as if just trying this rather severely
to insist on a guarantee of further
development is more defensible.

In spite of what Col. Montgomery
says I think it would be wise to
require a deposit in conjunction with a
period of 5 years for the expenditure
of £5000 in the first instance. We can
free the deposit and substitute the
Chardham term for the expenditure of

we are hard pressed. But a deposit
is a better guarantee of good intentions
than an unmatured liability which
may ultimately devolve on someone
else, viz. anyone who can be induced
to purchase the concession. 199

HAB

Sept 24

Sir F. Hopwood

25

Yes, this is a class
of concession upon which
I do not look with
favor & I should
have the better proposed
form of liquidation as
a condition precedent
to commence a transfer.

J. H.
25/9

I agree

25/9

Yes
24. IX



0981
 17 SEP 09

St. Columba,
 Inverille
 Dundee, Scy.
 15th September, 1909.

Sir

I have immediately in receipt of your
 No. 29850/1909, relating to the transfer
 of certain fibre concessions in the East
 Africa Protectorate, I placed myself
 in communication with Mr. G. J. G. G. G.,
 who has given me information on
 certain points.

I have the honour to place the
 facts before His Majesty the Earl of
 Crewe.

2. Some time in 1905 two fibre concessions
 of 100 square miles each were granted
 respectively to Mr. Holman James
 and Captain Currie. The covenants in
 each case were to deposit £1000, and
 to expend £5000 in development, the
 deposits being returnable when
 substantial development had
 taken place.

In 1906 the transfer of both concessions
 was sanctioned to the India and
 South African Agency, the requisite
 sums were deposited, and development
 began. Machinery was imported,
 buildings put up, and the work started
 vigorously.

In 1908 the local manager, Mr. G. J. G. G.,
 applied for a refund of the deposits.

should refer for further advice to
the Colonial Office.

I have the honor to be, Sir,
Your obedient servant,
John D. Cunningham,
Commissioner of Land
and Survey Districts
(on leave)

The Under Secretary of State,
Colonial Office.

292
not to
printed
St. Columba
Inverell.
Linda Dewy.
22nd Sept. 09.
in the Bulletin
I cannot speak
with absolute certainty
of the ending of the
movement in the future
reason.
I think it is simply
to be said that a transfer
can take place without
the sanction of Government.
It means literally that
the Government has the

absolute right to veto
 But the practice has
 heretofore been to allow
 transfers here developed
 were a better plan
 and this is understood
 in the District to be
 become practically a
 of procedure.

Yours,
 J. M. [Signature]

you have any hesitation
 opposing of the transfer.
 Holmes June, you might
 be it a condition that
 cannot spend any of the
 in the property in
 the next two years, then
 the concession will
 cancelled.

think it would be
 for to insert in another
 part.



*l
man*

DRAFT

GEDDES, ESQ.

Downing Street,

2 October, 1909.

MINUTE.

Sir,

Mr. Butler. Oct. 1

Mr.

Mr. Just.

Mr. Ambrose.

Mr. Cox.

Sir C. Lucas.

Sir F. Hopwood.

Col. Seely.

The Earl of Crew.

copy to Mr. J. G. ...

I am directed by the Earl of Crew to inform you that his Lordship has had under his consideration our letter of the 19th of August relating to the proposed transfer of the two ^{the fibre} ~~final~~ concessions in the East Africa Protectorate now held by the London and South African Agency, Limited.

2. I am to inform you that his Lordship is prepared to approve of the transfer of ^{to all the ...} the

conditions

condition, that any arrears of rent are
first paid up, and that ^{Mr James} the person to
whom they are transferred consents to
deposit a sum of £1,000, and undertakes
to expend on the ^{development of the} two areas together not
less than £5,000 within five years from
the date of transfer, the deposit of
£1,000 being returned to him when this
expenditure has taken place.

I am, &c.

W. N. H.