



23024

75  
10

Howard Tel. 140

1910

20 July

Last previous Paper

21/100

20/100

- 1 East African Estates Ltd
- 2 Malindi Cotton & Rubber Co.

- 1 Strongly opposed to issue of any advt. or prospectus which could lead to title settled. Again express local fact & not CA best advisers.
- 2 Draw attention to thoroughly inaccurate prospectus by Co. as far as known Co. has no rubber cultivation

W. Reed Fiddes

The part of this telegram which relates to the Malindi Cotton & Rubber Estates has been dealt with separately (for 23024A).

I can only regard this telegram as part of a settled campaign on the part of Sir P. Girouard to coerce the S. of B. into agreeing not to enter into any transactions in this country with regard to concessions in the S. of B. He is clearly disqualified with the very responsible attitude taken by me & S. of B.

S. of B. 473 5 Aug.

only in the...

It may be settled locally, we cannot refuse to consider representations made to them in this country, though we will only do so in full consultation with the local authorities.

The Government's attitude in the present instance appears to me untenable. Negotiations for this concession were opened as long ago as 1906 at the instance of the then Govt. after prolonged correspondence, in the course of which the local Govt. was afforded every opportunity of expressing its opinion, an agreement to lease was duly executed in April 1909 (copy in  $\frac{C.O.}{12839/09}$ ) the concessionaire complied with the terms of the agreement, and the lease was formally granted in April last (copy in  $\frac{C.O.}{12408/10}$ ). We cannot now, either in law or equity, go to the Company & say that they shall issue no advertisement or prospectus relating to the lands leased, because certain native rights exist which cannot be exactly determined, possibly for

years to come. We can only rely on clause 6 of the lease, which forbids interference with lands occupied or cultivated by natives or in which natives have rights, & on clause 33 which reads the customary rights of natives. In fact we are not in a position to object to the issue of any advertisement or prospectus not only to any particular advertisement or prospectus, but to any advertisement or prospectus which transgresses the terms of the lease.

Reply by telegram not as the lease has actually been granted it is not open to be said to be in violation of the issue of any advertisement or prospectus which it can be said to transgress the terms of the lease that we [can only] rely on clause 6 & 33 of the lease in the matter of rights & conform by despatching my ad in the preceding part of

The Govt. is under a legal obligation



ca  
1679

Opposed to issue any  
of your party. It is  
settled. If  
the  
modified

of the

# THE EASTERN TELEGRAPH CO., LTD.

LONDON STATION

CHIEF STATION 11, OLD BROAD STREET, E.C. 4.  
BRANCH STATIONS

9, BROADHALL STREET, E.C.	1, FLEET HOUSE, E.C.	2, 2024
3, GREAT TOWER STREET, E.C.	4, 1, ALIEN STREET, S.W.	
37, HOLBORN VIADUCT, E.C.	5, 1, COVENT GARDEN, W.C.	
44, STRAND, W.C.	6, 1, HIGH STREET, W.C.	25 JUL 10
7, DENMAN STREET, BURY	8, 1, HIGH STREET, BURY	



No.

19

REMARKS

The following TELEGRAM Received at

from

Foreign/

No. 8

No. of

Words

Dated

Time



*has been*

*visited to*

*issued by*

*= as far as I know*

*they have no*

*either*

*cotton*

*Recd. 12.50 pm.*

*20/7/10*

**REPLIES SHOULD BE ORDERED *Via Eastern***

Double words should be OFFICIALLY repeated. See Note 1

Enquiries respecting this telegraph can be attended to without the receipt of this card

Registered in the Companies Act 1906



23024/1910

East Africa Protectorate

Ans. 28/8/10

DRAFT.

EAST AFRICA PROTECTORATE

No. 473

Downing Street,

5<sup>th</sup> August, 1910.

Governor  
Col. Sir P. Girouard, K.C.M.G., F.S.O., R.E.

MINUTE.

- Mr. Batterbee. *1/8*
- Mr. ~~Head~~ *3*
- Mr. Fiddes. *2*
- Mr. Just. *2*
- Mr. Cox.
- Sir C. Lucas.
- Sir F. Hopwood.
- Col. Seely.
- Lord Crewe.

Sir,

I have the honour to confirm my telegram of the *3<sup>rd</sup>* August, in which I have informed you to the effect that as the lease to the East African Estates Limited has already been granted, it is not open to ~~be~~ object to the issue of any advertisement or prospectus unless it can be shown to transgress the terms of the lease, and that the ~~Governor~~ *Minister* must rely on clauses 16 and 33 of the lease in the matter of native rights.

*[Handwritten signature]*

23024

20



No. 23024/1910.

East Africa Protectorate

Ans. 28/8/10

*[Handwritten signature]*

**DRAFT.**

**EAST AFRICA PROTECTORATE**

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*[Handwritten signature]*

23024

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rather that it is the Company's intention  
 to cultivate both. I really do not see  
 what objection can be taken to this,  
 especially for 12 of the lease which  
 it is proposed to grant to the Company,  
 (below) the terms of which  
 have been ~~discussed~~ <sup>discussed with</sup> the Protectorate  
 authorities for years, contemplates the  
 cultivation of both cotton & rubber.

My own opinion is that Sir P. Grouard  
 is using every device in his power to  
 make negotiations as to leases impossible  
 in this country, and that the strength  
 of his device blinds him here to the facts  
 of the case.

? allow the drafts on C.A. to go forward,  
 & explain to the Govt as in the first  
 part of this minute.

27/23.  
 July 27.  
 H. J. R.  
 28/11

Col. Seely  
 Lord Curzon

I naturally sympathize with the  
 Gov in the matter. Mr. Jackson's comment  
 is so obvious that I cannot imagine that  
 the Gov has overlooked it, and I read  
 his telegram as meaning that the Gov  
 have no law fit for cotton & rubber.

I would point out that this is rather  
 a serious matter for the Office, for if that is  
 the Gov's meaning, the situation is that  
 as he has not put us into a formal or the  
 public is in contemplation. It seems to me  
 that if this is so, the situation is altered  
 and the D. of C. w<sup>d</sup> decline to give any  
 further facilities. H+H

I w<sup>d</sup> suggest he holding up the  
 offer to Lloyd George & Co. & C.A., and  
 telegraphing to Gov: -

"Last words of your tel of 26 July  
 are clearly understood. Do you mean that C.A.  
 land is not fit for either rubber or cotton?  
 practically capable of growing

Reply immediately  
 I agree that we should telegraph to Mr. Jackson  
 & telegraph to Mr. Jackson  
 28/11

for  
230 to A



29 July

DRAFT

Command  
Nairobi

MINUTE.

- Mr. As death
- Mr. in book
- Mr. Fiddes.
- Mr. Just. assumes
- Mr. Cox. he
- Sir C. Lucas. he
- Sir F. Hopwood. minutes
- Col. Seely.
- Lord Crewe.

Order 230 to A  
25-3-2

transit  
last week to  
your to  
not clearly understood  
category  
Do you mean hat  
Company's land  
practically  
proving like rubber is  
Cotton  
This

