

DESPATCH

EAST AFRICA

45743

No. 45743

29 DEC 18



0.2.18

Accession No.

Accession 646

(Subject.)

1905

Resolutions to D. Doering

Last previous Paper

600

303

D. Doering's agent desires modification of clause by which cases is bound to maintain a minimum of 5000 sheep from Australia. The agent applies for favourable consideration.

(Minutes.)

Mr. Read

This obligation was admittedly introduced: for minutes on 25.12.04. Reply that the clause must be retained, but that it will not be enforced in an unseasonable manner i.e. in the event of a ~~major~~ epidemic time with the given time to make up the numbers.

1702/3/1

Next subsequent Paper



draft lease in 25027 should be  
made to follow the original

18th Jan 1910

Yours also - but I would  
word the clause to as to express  
exactly what we do mean &  
not leave its interpretation to  
depend on course/providence or  
understandings.

W.L.O.

6/1

If the draft is not done here is no reason  
like to dooming should not spend an  
equal amount of money upon one than  
another desirable project of the  
Government.

Yes - but it is just this. If the sheep are imported  
and die - what then? J. B. has spent £ 5000  
out of the £ 10000. It is more than doubtful that  
they will suffer & work him & provide cost  
of J. B. had spent £ 10000 and maintain  
at the time. I do not think that more has been  
done in a completely fair way to the sheep and  
the country as a whole. It is very true that I keep them and  
I believe the work & maintenance to mean that J. B. had spent  
£ 5000 to import 5000 sheep but to do all that can be done  
to keep them in good health & maintain the stock, but it is not  
a fair way to keep them as a whole. He would be thought well to be a  
good manager but all is not equal.

draft lease in 25027 should be  
made to follow the original

W.H. Jones

Tapes also - but I would  
word the clause to as to express  
exactly what we do mean &  
whenever its interpretation to  
depend on circumstances or  
understandings.

W.H. Jones  
8/1

If the lease is not true there is no reason  
why the company should not spend an  
equal amount of money upon some other  
speculative enterprise proposed by the  
executive class

W.H.

Yes - but it goes further - If the sheep are imported  
and die - what then? J.B. has spent £1000  
out of his £2000 - he is more than doubtful that  
clear time will suffice to make him & provide cash  
for J.B. Lord Ogilvie & the words "and maintain"

at the time I do not think they will have stood  
if the country is as bad as it is now or that I keep them and  
allow the work to be done to see that J.B. understood

to do all that can be done  
to maintain the stock but they are dead &  
it is not possible to keep them and  
to maintain the stock but they are dead &  
it is not possible to keep them and  
to maintain the stock but they are dead &

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Commissioner's Office  
Mombasa,  
December 26, 1908.

EAST AFRICA PROTECTORATE  
No. 648



Sir,

With reference to my despatch No. 65 of September 15th and previous correspondence respecting Dr. Hoaring's lease, I have the honour to state that the latter's agent, Mr. Macgregor has approached me with a view to the modification of the clauses by which the lessee is bound to import and maintain a minimum of five thousand sheep from Australia and New Zealand.

2. Mr. Macgregor urges, I think with some justice, that in the event of the total failure of his principal's experimental importation of sheep it would be rather unfair to expect him to keep the numbers up to five thousand by continually bringing over fresh supplies. He therefore

Principal Secretary of State

for the Colonies,  
Downing Street,  
LONDON.

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32315

Therefore asks that the words "and maintain" should be deleted from the clause in question, a proposal which I venture to recommend for your favourable consideration, more particularly as I understand from the Hand Office that Sir A. Stewart agreed with Mr. Macgregor that the obligation, which it was sought to impose upon him, was too onerous and consented on that account to alter the words "import and stock" in the lease as originally drafted into "import stock" as in the copy submitted to you in despatch No. 555 of June 10th; *which makes no sense*

The clause perhaps left the clause somewhat ambiguous and it was doubtless on that account that your legal advisers gave it its final form of "import and maintain", which however actually imposes in even more definite terms the condition which it was intended to impose.

Dr. Cooper is a man of substance and his experiments successful will confer a permanent benefit on the country. I trust therefore that you will see your way

to sanctioning the suggested modification.

I have the honour to be,

Sir,

Your most obedient,

humble servant,

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Comar  
45743

t. 11

Printed

**DRAFT.**

t. A. P. No 447



Comar  
Ch. Patten

31 January 06

**MINUTE.**

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Mr. ~~W. H. P.~~  
Mr. ~~H. H. P.~~

Mr. Antrobus.

Mr. Cox.

Mr. Lucas.

Mr. Graham.

Sir M. Osmanney.

The Duke of Marlborough.

Mr. Lattellon.

Sir  
When the lower branch  
describers of Mr. Jackson  
dep. No 446 of the 1st  
alt. and to inform you  
that I concur in his  
view that the mentioned  
obligation imposed on  
the Duke by his  
line to maintain a  
ship on the banks  
indubitably  
I gather from Mr.  
Jackson's dep. No 446  
of the 15<sup>th</sup> Sept that  
the line has already

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