



EAST AFR. PROT

350

c. b.
39399
REC'D
PER 26 AUG 15

39399

Group Agents

1915

25th August

Last previous Paper

39268

LIQUIDATOR OF ENEMY FIRMS

SPRA

Sends agreement with Mr. E. Adams. Passage from Marseilles 16th September 1915.

*Rel to for 30 Aug 15 ✓
Shut 30 Aug 15 ✓
to Marseilles 16th Sept 15 ✓
to Marseilles 16th Sept 15 ✓*

*To: Teffnyon Sea of Fiches
This runs all night.*

*2 Tel. to 2 Party
" Geneva bank*

Account by tel. of 11 Aug [36/14]

Liquidate Adams leaving Marseilles

Marseilles Marseilles 16 Sept.

Remember

U.S. 26.8.15

See 39268

I agree, but the reference to the "Colony" in claims 10 & 12 are of course wrong.

This should be pointed

Next subsequent Paper

40085

M

227635

29399
REC'D
26 AUG 15

381

OFFICE OF THE CROWN AGENTS FOR THE COLONIES

WHITEHALL, LONDON, S.W.

RECEIVED
17 AUG 15
COL OFFICE

25th August 1945

With reference to your letter No 36599 of the 14th August

I have the honour to transmit to you for the information of the Secretary of State, a copy of the Agreement into which we have entered on behalf of the Government of the Protectorate of Eastern Africa with Mr Ernest Adams on his appointment as

Liquidator for the winding up of the businesses of Alien Enemies

A passage has been provided for Mr Adams

on the steamship Bosphore appointed to leave Marseilles on the 16th September

A copy of the Agreement has been forwarded to the Government of the East Africa Protectorate

I have the honour to be, Sir,

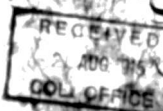
Sir,

Your obedient Servant,

Under Secretary of State,

Colonial Office.

for Crown Agents.



Agreement

made the Twenty-first day of August One thousand nine hundred and fifteen. Between The Crown Agents for the Colonies London acting in behalf of the Governments of the British Protectorates in Eastern Africa and Ernest Adams of Gleanthorpe Palace Road Crouch End London in the County of Middlesex (hereinafter called the person engaged)

- 1 In this Agreement the term "Protectorate" shall mean the Protectorate in which the person engaged is for the time being performing his duties and the term "Government" shall mean the Government of that Protectorate
- 2 The person engaged agrees to proceed on the first instance to the East Africa Protectorate and thereafter to such other Protectorates in Eastern Africa as may be directed from time to time by the Government and undertakes that he will for the term of his engagement diligently and faithfully perform such duties as may be required of him in connection with the winding up of the businesses of Alien Enemies or such other suitable duties as the Government may call upon him to perform. While the person engaged is in any Protectorate he shall reside in such place and occupy himself in such manner as the Government through its duly authorized officers shall direct and he shall not either directly or indirectly engage or be concerned in any other service or business whatsoever or receive commissions

1. ~~is~~ ^{shall} ~~be~~ ^{be} ~~employed~~ ^{employed} ~~in~~ ⁱⁿ ~~any~~ ^{any} ~~kind~~ ^{kind} ~~but~~ ^{but} ~~shall~~ ^{shall} ~~devote~~ ^{devote} ~~the~~ ^{the} ~~whole~~ ^{whole} ~~of~~ ^{of} ~~his~~ ^{his} ~~time~~ ^{time} ~~and~~ ^{and} ~~attention~~ ^{attention} ~~to~~ ^{to} ~~the~~ ^{the} ~~service~~ ^{service} ~~of~~ ^{of} ~~the~~ ^{the} ~~Government~~ ^{Government} ~~and~~ ^{and} ~~shall~~ ^{shall} ~~use~~ ^{use} ~~his~~ ^{his} ~~utmost~~ ^{utmost} ~~efforts~~ ^{efforts} ~~to~~ ^{to} ~~promote~~ ^{promote} ~~the~~ ^{the} ~~interests~~ ^{interests} ~~of~~ ^{of} ~~the~~ ^{the} ~~Government~~ ^{Government}.

3. ^{Salary} ~~Salary~~ ~~of~~ ^{of} ~~the~~ ^{the} ~~office~~ ^{office} ~~is~~ ^{is} ~~at~~ ^{at} ~~the~~ ^{the} ~~rate~~ ^{rate} ~~of~~ ^{of} ~~seventy~~ ^{seventy} ~~pounds~~ ^{pounds} (£70) ~~per~~ ^{per} ~~calendar~~ ^{calendar} ~~month~~ ^{month} ~~and~~ ^{and} ~~shall~~ ^{shall} ~~be~~ ^{be} ~~payable~~ ^{payable} ~~from~~ ^{from} ~~the~~ ^{the} ~~date~~ ^{date} ~~of~~ ^{of} ~~embarkation~~ ^{embarkation} ~~or~~ ^{or} ~~first~~ ^{first} ~~engagement~~ ^{engagement} ~~until~~ ^{until} ~~the~~ ^{the} ~~day~~ ^{day} ~~of~~ ^{of} ~~disembarkation~~ ^{disembarkation} ~~from~~ ^{from} ~~the~~ ^{the} ~~steamer~~ ^{steamer} ~~by~~ ^{by} ~~which~~ ^{which} ~~the~~ ^{the} ~~person~~ ^{person} ~~engaged~~ ^{engaged} ~~would~~ ^{would} ~~first~~ ^{first} ~~be~~ ^{be} ~~able~~ ^{able} ~~to~~ ^{to} ~~reach~~ ^{reach} ~~England~~ ^{England} ~~on~~ ^{on} ~~the~~ ^{the} ~~termination~~ ^{termination} ~~of~~ ^{of} ~~his~~ ^{his} ~~duties~~ ^{duties}, ~~except~~ ^{except} ~~as~~ ^{as} ~~provided~~ ^{provided} ~~in~~ ⁱⁿ ~~Articles~~ ^{Articles} 8, 9 and 10.

In the case of any outward voyage from England via Marseilles the day of embarkation shall be taken to be the day on which the person engaged is required to leave England in order to catch the steamer, and in the case of any voyage to England via Marseilles the day of disembarkation shall be taken to be the day after the date of arrival at Marseilles of the steamer by which the person engaged travels.

In the case of any voyage to England via the Cape of Good Hope the day of disembarkation shall be taken to be the day of arrival of the steamer at its first port of call in the United Kingdom.

4. ^{Term of engagement} ~~Term of engagement~~ ~~of~~ ^{of} ~~the~~ ^{the} ~~person~~ ^{person} ~~engaged~~ ^{engaged} ~~is~~ ^{is} ~~such~~ ^{such} ~~period~~ ^{period} ~~not~~ ^{not} ~~exceeding~~ ^{exceeding} ~~twelve~~ ^{twelve} ~~months~~ ^{months} ~~as~~ ^{as} ~~may~~ ^{may} ~~be~~ ^{be} ~~necessary~~ ^{necessary} ~~for~~ ^{for} ~~the~~ ^{the} ~~completion~~ ^{completion} ~~of~~ ^{of} ~~the~~ ^{the} ~~duties~~ ^{duties} ~~for~~ ^{for} ~~which~~ ^{which} ~~he~~ ^{he} ~~is~~ ^{is} ~~required~~ ^{required}.

5. ^{Quarters} ~~Quarters~~

The person engaged shall be provided with free single furnished quarters or an allowance in lieu.

6. ^{Travelling Allowances} ~~Travelling Allowances~~

When travelling on duty away from his station in the Protectorate the person engaged either shall be provided with transport or shall be paid travelling expenses according to the scales laid down for transport and travelling expenses respectively in the Protectorate.

7. ^{Passage} ~~Passage~~

(1) "Passage" in this agreement means a first-class passage and includes conveyance by railway, steamer or other transport between the port of disembarkation and the station of the person engaged in the Protectorate and conveyance by railway or the Continent of Europe where necessary.

(2) The Government shall provide the person engaged with a free passage to East Africa and with such cowtance passages or travelling facilities between the Protectorates as may be necessary and with a passage back to England on the satisfactory expiration of the engagement provided that he claims and avails himself of such passage within two months of the termination of his duties.

8. ^{Ill health} ~~Ill health~~

If the person engaged shall be compelled by reason of ill health not caused by his own misconduct to resign his appointment or if at any time it shall be certified by a duly qualified medical officer employed by the Government that he is incapable on physical grounds of rendering

further efficient service in the Protectorate, the Government shall pay him full salary up to but not including the date of departure of the first steamer by which, in the opinion of the Government he could have embarked, and half salary during the time necessarily spent on the passage to England and shall provide him with a free passage to England provided he embarks within two months of the date of such resignation or certificate, but he shall have no further claims on the Government. A certificate issued by a duly qualified medical officer employed by the Government shall be conclusive evidence on the question whether or not the person engaged was compelled to resign his office by reason of ill health within the meaning of this clause.

9
Demand
If the person engaged shall at any time neglect or refuse or from any cause (excepting ill health not caused by his own misconduct as provided in Clause 8) become unable to perform any of his duties or to comply with any orders or shall disclose any information respecting the affairs of the Government to any persons not in the employment of the Government or shall in any manner misconduct himself the Government may dismiss him and on such dismissal all rights and advantages secured to him by this Agreement shall cease and he shall be liable to repay on demand the amount paid for his passage to East Africa on first engagement.

11
The Government may at any time determine the engagement of the person engaged on giving him three months notice in writing or on paying him one months salary and in either

case if he is in the Protectorate at the time furnishing him with a free passage to England provided that he claims and avails himself of such return passage within two months of the termination of the engagement.

The person engaged may at any time after the expiration of three months from the commencement of any residential service and while serving in the Colony determine his engagement on giving to the Government three months notice in writing or on paying to the Government one months salary and in either case repaying the cost of his passage to East Africa. He shall not in either case be entitled to a return passage to England.

11
Security
The person engaged shall if so required by the Government furnish such security as the Government may decide upon for the faithful and honest discharge of his duties and any premium payable in respect of such security may be deducted from his salary by the Government.

12
Payments in England
In the event of the person engaged being entitled on the expiration of this agreement to any payment in England before payment can be made it will be necessary for him to produce to the Crown Agents a certificate from the Government of the amount so due.

13
Power of Agents
When the person engaged is not in the Colony the Crown Agents for the Colonies when duly authorized by the Government or by the Secretary of State for the Colonies shall be

enabled to exercise any of the powers of
the Government under this agreement

No
Crown Agent
liable

The Crown Agents for the Colonies shall
not be in anyway personally liable for
anything arising out of this agreement.

As witness our hands the day and
year above written

Signed by Isaac Martin

(on behalf of the Crown Agents
for the Colonies) in the
presence of

(sd) I Martin

(sd) W Tennant

of the Office of the Crown Agents
for the Colonies

Signed by Ernest Adams

in the presence of

(sd) Ernest Adams

of Martin

Signature (sd) A C Drew
Address Crown Agents Office
London

S.A. 39399/1915
E.A.P.

3

SE

3 August 1915

Draft

Gentlemen,

The Press Agents

I am directed by Mr. Secretary
Board to acknowledge the

receipt of the 25/8/15

M/E.A.P. 7635

30/8/15

Bottomley, 30.8.15

forwarding a copy of the
Agreement entered into with
Mr. Adams, Liquidator
of Enemy Firms, E.A.P.

and to point out that
the word "Colony" in ^{clause} sections
10 and 13 of the ^{agreement} ~~statute~~
should be "Protectorate"

2 dpts

2. Mr. Board Law is

P.T.O.

advised that it will
not be necessary to
alter the agreement
in Mr Adams's case.

CA 39399/1915 2nd

313



DRAFT

10 September 1915

The Secretary,
The London Chamber
of Commerce.

Sir,

With reference to the
letter from this Office of the
21st of April I am to
inform you that a
liquidator for enemy firms
in East Africa has been
appointed with leave
from the S.A.P. in the middle
of this month.

2/11/15

[17060
2nd]

Secretary

Read

~~Foreign~~

has been to be
the British part
has not been
all over the
last an entry from

2/7

agree
C6

319

I am to add
that the fact of the S.A.P.
has reported that the affairs
of Messrs Manning & Co., Messrs
Dawald & Co., the African

Edg

Handel's Gesellschaft, Hans
Matheson & Joachim, and
Alvo Schaefer & Co are
being managed by Mr R.B.
Fox, ^{as} ~~Food~~ Controller, but
the firm of Charles Meyer
& Co is under the supervision of
Messrs J.H. Johnson, J. H. H.
Messrs Scherbert & Co, at Lagos,
have practically ceased business.

~~That the firm of Messrs
& the West African Trading Coy
have not been closed in view
of the British & American interests
involved~~

W. F. REARD,
Secretary of State

BR 39399/1915

2nd

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DRAFT

Messrs Matasch, Goldschmidt & Co.

10 September 1915

Gentlemen,

With ref. to y. letter of the
28th of Sept. I am to inform
you that a liquidator for
many firms in East Africa
has been appointed &
will leave this country for
the East in the middle
of this month.

I am to add that
the firm of the East has
reported that the affairs

BR 39399/15

Matasch 2.2.15

(M
1915)
3/10

for cover

2 drafts

PFD

of the African trade
facilities in the port
are being managed by
the Port Controller, in
K.S. Co.

2
THOMAS H. K. HEAD
1915

ca 39399/1915
E.A.P.



sent 5 pm

30 August
Arachide

DRAFT
Telegram

Governor
Nairobi

for
3614

My tel of 11 Aug
unetched
liquidator Adams

7/11/15 30/8/15
Bottomley 30.8.15

Leaving Marseille
Lallarent

Messagerie Maritime
yeatree

16 September
Sahora

Bombay

2 drafts