

1936

Kenya

No. 38030

SUBJECT CO 533/464

Manufacture of Pulp
from Bamboo and Sisal

Previous

1935

Subsequent

1937

Bamburo

Tras. copy of letter d. 18.2.36 to Col. Sec. Kenya requesting an extension of the license for a further period of two years from 16th June 1936

Sa C. Bottanley

You should see Major Lewis is still working away and still hopes to raise the necessary funds but can't say whether they are applying for an extension of the lease whilst otherwise should end in June

No action required except for the (to be returned)

U.S.A. Fund

27.2

1/2/36

28.2.36

To Col. Lockhart-Tennis (copy) (ackd) 2 March 36

REPRODUCED UNDER STATUTE

3 Kenya Tel 70 cont. U.S.A. 13.2.36
Continuing request extension of agreement for license for 2 yrs from 10 July 1936; requests 2 copies of documents sent for permanent treatment opportunity

14.35 file in
with 4/2 SP

The extension may be approved & the fee refunded accordingly by telegram

As regards the documents to be sent to Kenya it will be seen from No. 1 that the

British copy of the agreement has been sent to the President

We have a sealed copy behind No. 26 on 23rd/34

09
Bamboo

Col. B.C. Lockhart-Jervis

50- 24-2-36 read.

True copy of letter d. 18.2.36 to Col. Sec. Kenya
requesting an extension of the License for a further
period of two years from 16th June 1936

Sr C. Bottanley

You should see Major Jervis is still
working away and still hopes to raise the necessary
funds but can't say whether he is applying
for an extension of the license which otherwise would
end in June

No action required except for me to acknowledge

Sr C. Bottanley

27.2

27/2/36

28.2.36

To Col. Lockhart-Jervis (Kenya) 2 March 36

OBSCURED UNDER STATUTE

3 Kenya Tel 70 bond
Kenya request extension of agreement for license for
2 yrs from 10 July 1936; requests 2 copies of document
sent for production at earliest opportunity

1435 file -
with 4/2 exp

The extension may be approved
but for information accordingly
by telegram

No regards the documents to be
sent to Kenya, it will be
seen from No 1 that two
initials copy of the agreement
has been sent to the President.
We have a sealed copy
behind No 26, on 23204/34

Cen No 89
23/20/34

The this copy is either with
Messrs Harrison Tagden & Co
Mr Macaskie
I have telephone Harrison Tagden
& Co & they are making enquiries
I will let me know where the
3rd copy is.

C.H. Fox with
to 136

Sir J. Campbell

If you should see - not about the copies
of the agreement which don't matter anymore because
all that is needed is a letter saying the lease
has been extended. But on the question of
granting the extension.

There was a question whether Messrs
H.M. Hall & Co. were able at it and it would
not be fair to try to wrap horses' heads of us
and find another which I doubt.

Telegraph "No objection" and put on copy 9.
The other if we get it we will keep Col. Jervis
the extension is being granted.

J.P.O. Hand

16.3.

17.3.36

To copy file no 70 - 18.3.36

DESTROYED UNDER STATUTE

Robert Lockhart Jervis - 19 MAR 1936

DESTROYED UNDER STATUTE

Col. B.C. Lockhart Jervis. March, 1936.

This copy of a letter addressed to Mr. H.M. Gardner (Conservator of Forests) regarding the possibility of postponing payment of the fee due under clause 2 of the Schedule to the Agreement of 1st. October, 1934.

This is only sent to me for information but I think we had better reply at once as per draft herewith. We don't know that Kenya has in fact agreed to extend Mr. Udall's Licence, although it has been agreed upon between the Governor and the Secretary of State.

The position as regards the rent is more peculiar. The Agreement and Licence will be found at No. 136 on 132.1/34 and the Licence is the thing scheduled to the Agreement. The Licence was to be issued to the British East African Pulp Mills Limited when formed. That company, however, has not been formed yet and therefore the Licence cannot very well be issued to them. Also, although it has been signed up by Sir Joseph Byrne, Mr. Macaskie as Trustee, and Mr. Udall, it has not been signed by the (non-existent) Company.

All this, however, is more or less by the way because Mr. Macaskie, as the Trustee, is I think responsible for the Company. It is, however, disconcerting to find that a rent of £100 a year is likely to be troublesome, and I am not in the least impressed with Colonel Jervis' letter to the Conservator of Forests in Kenya. We don't know what has been happening in regard to the finance and I am somewhat uneasy about it. Anyhow, there is nothing that we can do except wait & see.

J.P.O. Hand

Handwritten signature and date 20/3/36

27.3.36.

To Col. Lockhart-Jervis - (40) } 31 MAR 1936

AIR MAIL To Lt. Col. W. D. W. (2) (3) (4) (5) (6) (7)

11

9 Col. Lockhart-Jervis - S.O. - 20.3.36

Aut. (5) etc. that he will advise O.C. accordingly.

DESIRE TO BE IN STATUTE

10 Col. Lockhart-Jervis - S.O. - 2.4.36

Comments regarding (?) implies that copies of the licence now with Dixon Harrison Sugden & Co will be sent to the Govt. of Kenya with a view to his beginning the extension.

Mos 9 & 10. ? Cut by. Draft letter to Dixon Harrison Sugden & Co here with

A. J. Foxwell 6/4 6/5

11 To Harrison, Sugden & Co. - cons - 6 APR 1936

12 Harrison Sugden & Co - 7.4.36

Promising to forward agreement when it is received from the Government.

Let to A. J. Foxwell 8/4/36 at once

13 Harrison, Sugden & Co 20.4.36. 4
trans. original agreement and form in enclosure

? Send the copy of the Agreement below 13 & that below 126 in 23201/34 to Governor, Kenya, under LF ref. The tel at 14.

? Act: rec: of 13 by p.c.

C. S. Evans 22.4.36

J. J. Bassin 24/4 at once

By air mail 14 To Kenya. Conf (2) - A/1 27 MAR 1936
23/4/36 (w/encell to 13 on file + 126 in 23201/34 in orig) (Amend. the 14)

15 To Harrison, Sugden & Co. - 30 APR 1936
R80 to the 9/4/36 (13 book 2)

M. Udell called: wanted to know about the extension. I said we hadn't heard & that he had better ask Nairobi district which he will do.

He tells me there is a new project about to start a small plant here and use it as an experiment. Then when it works and convinces people get on with the large project. He mentioned his millions of cu feet of hydrogen to be used to produce non (yet) essential groundnut oil to satisfy the rather demand for grease. Why, if the natives want grease he doesn't just use ground nuts without hydrogen is not explained.

S. S. 26 2-6

Comme being telephoned last
Saturday to ask if we had
heard anything from Kenya regarding
the extensions referred to in
No. 3 since the documents
were sent to Kenya a long
ago in April last. I said that
we had not heard anything
and we should ask Kenya
about the present position.

Interim Draft
Circulation
24/6/36

33/9

By my hand
25/6/36

To Kenya, Conf (2) - cons 25 JUN 1936

NEWLY L... I TF

MR. FLOOD

KENYA BAMBOO PULP SCHEME

Mr. Hall-Caine, M.P. spoke to the Secretary
of State yesterday about the present position of the
Bamboo Pulp Scheme in Kenya. According to Mr. Hall-
Caine, the matter is now before the Legislative
Council in the Colony and he is anxious to know what
the upshot is likely to be. I told the Secretary
of State that Mr. J.H. Thomas, about half a year ago,
had seen Mr. Hall Caine and representatives of Messrs
De Lange and another Bank at his room at the
House of Commons and personally formed a very
unfavourable impression of the promoters' proposals.

I added that I had not seen anything of the scheme
in recent months.

Mr. Ormsby Gore said that he would like
to have for consideration a draft of a letter to
Mr. Hall Caine, explaining the present position.
Could this be put in hand, please?

Ed Lloyd

28.6.36

What Mr. Hall-Caine is thinking about
appears to be this:-

The licence granted to Mr. Udall for
his bamboo concession was due to expire in June.
The Company asked for an extension for two years
from the 10th of July, 1936, i.e. up to the 10th of
July, 1938, and they were informed by Mr. Thomas
that there was no objection. All that is

* This must be a
mistake for 16 June
but it doesn't matter.

necessary

necessary is for the extension to
 be endorsed upon the original
 licenses which have been duly
 sent out to Kenya for that purpose.
 The Company are fussing about it,
 but there is no reason for them to be
 anxious. The matter is not, in any
 case, one in which the Legislative
 Council need be consulted.
 Draft herewith.

S.S.W. 26
 27.6.36.

17 To Hall Cairns (20) 27 June 36
 18 Royal Mail 159 6/11 7/11/36
 19
 The dispatch should be here within
 2 weeks
 ? wait
 C.P. Brown with
 8/7/36

DESTROYED UNDER STATUTE

19 Returns three copies of the agreement
 made with Mr Udall & Co. Magistrate
 which has been duly signed. Points out
 that the supplementary memo. has yet to be
 signed by them & asks that a copy of the
 a/c may be returned when completed explain
 the position regarding the extension of the
 local license.

20 Mr. Wade 5/11 1936
 Comments on the date to which the a/c
 has been extended & the request for postponement
 of payment of the annual license fee.

I submit draft of a letter to
 Harrison Sugden Co., & a draft
 to be taken to Col. Justice
 C.P. Brown with
 15/7/36

~~_____~~
~~_____~~
~~_____~~

21 To Alderman, Lytle St. (copy to Mr. ...)
 22 To Mr. S.C. ...
 23 Mr. Deary 3/11 3 July 1936
 Ref 19 transmits correspondence regarding the return
 of license & agreement to Mr. Udall.

Pat
 C.P. Brown with
 21/7/36

22/7

24. Col. B.C.L. Jervis. ----- 23 July, 1936.
Acks. no. 22 with thanks comments on the date
from which the agreement has been extended.

The fault lay in the Draft
Supplementary Memorandum of
Agreement as drafted by
Colonel Jervis or his lawyers.
In the draft, provision was
made for a two years
extension from the 1st January
1936.

see No 20

? Out by
C.H. Ross with
24.7.36

J.P. Parnis
25/7
above

25. Harrison, Sugden and Co. ----- 7.8.36.
Acks. No. 21; have sent on the Agreements for
execution.

Out by
C.H. Ross with
8/8/36
above

26. B. LOCKHART-JERVIS. ----- 3.11.36.
Enquire whether C.O. wish him to take legal
advice on procedure of obtaining another Trustee
as Mr. S. Macaskie is desperately ill and not likely
to recover.

27. B. LOCKHART-JERVIS (26 contd.) ----- 4.11.36.

It will be seen from No. 21 that ~~the~~
three sealed copies of ~~the~~ Memorandum of
Agreement were sent to Messrs. Harrison, Sugden
and Company on the 21st July for the
execution by Mr. Udall and Mr. Macaskie of a
supplementary

supplementary memorandum extending the principal
Agreement for a period of two years from the 1st of
January, 1936. It now appears that Mr. Macaskie is
unable to sign or is so ill that he cannot continue
to function as Trustee, and that a Trustee in his
place is to be found.

A draft of the principal ^{Agreement} ~~Agreement~~ is
filed below No. 55 on 23201/34, in which the functions
of the Trustee are described.
Mr. Duncan would perhaps advise what we
should tell Colonel Jervis in reply to No. 26.

C.H. Ross with

6.11.36.

see the copies of the agreement as submitted
and with the Sol^{rs}, hence the reference to
the agr. agreement. - In Jervis's matter.
May we have your above pl.

J.P. Parnis
7/11

The agreement of 1/10/34 (copy in No. 55 Kenya
23201/34 Part II) was settled by Col. Jervis'
Solicitors and Mr. A.W. Burchell; and, in the
circumstances, I think Col. Jervis had better consider
his own Solicitors in the matter (cf. earlier point
raised in the second paragraph of No. 26), and
also know in due course what they propose.

9/11/36 H. Duncan.

14/11/56
2 Col. Jervis - 20 - 9 Nov. 1956

K80-26

K249-27



6

38030/36.

November, 1936.

Colonel

Dear Mr. Jervis,

I have now consulted our legal people about the situation created by the illness of Mr. Macaerie, and they say that you had better consult your solicitors on the question of obtaining another trustee. You will no doubt let us know in due course what is proposed.

Yours sincerely,

E. W. FLOOD

9-11 ds

Colonel

E. C. LOCKHART-JERVIS, Esq., D.S.O.

R 29

ALL COMMUNICATIONS TO BE ADDRESSED TO THE FIRM

HITCHINS, JERVIS & PARTNERS

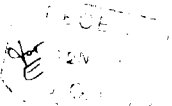
CHARTERED CONSULTING ENGINEERS

CHARLES F. HITCHINS, O.B.O., M.I.MECH.E., M.I.C.E.
 B. C. LOCKHART-JERVIS, D.S.O., M.I.C.E., C.E.M.I., M.E.C.E., M.I.E.E.
 L. S. SWINNERTON DYER, A.M.I.MECH.E.
 IN ASSOCIATION WITH
 PROFESSOR G. V. LOMONOSOFF, D.I.C.E., M.I.MECH.E.
 C. A. J. ELPHINSTON, B.A., A.M.I.MECH.E., A.M.I.C.E.E.
 GEORGE LOMONOSOFF.

TELEPHONE: WHITENALL 4116 & 4117
 TELEGRAMS: JERVINA, LONDON
 CODES: A.B.C. STEADITION, BENTLEY'S AND PRIVATE

*Hallam House,
 3 Central Buildings,
 Westminster,
 London, S.W. 1*

100, ...
 100, ...
 100, ...



100, ...

MR. G. V. LOMONOSOFF

I am sorry to have to tell you that Mr. G. Macdonald
 signatory of the Memorandum of Agreement on the Kenya East Africa
 Project, is desperately ill and not likely to recover and
 will therefore, be unable to function in this matter
 further.

Do you wish me to take legal advice on the pro-
 ceure of obtaining another trustee or will you do this?

Yours sincerely

3800/e
20
ALL COMMUNICATIONS TO BE ADDRESSED TO THE FIRM

HITCHINS, JERVIS & PARTNERS.

CHARTERED CONSULTING ENGINEERS.

CHARLES F. HITCHINS, D.S.O., M.I.MECH. & M.I.N.A.
S. C. LOCKHART-JERVIS, D.S.O., M.I.MECH. & M.I.E.E.
L. S. SWINNERTON DYER, A.M.I.MECH. &
IN ASSOCIATION WITH
PROFESSOR G. V. LOMONOSOFF, D.S.O., M.I.MECH. &
C. A. J. ELPHINSTON, D.S.O., M.I.MECH. & M.I.E.E.
GEORGE LOMONOSOFF.

TELEPHONE: WHITEHALL 4110 (2 LINES)
TELEGRAMS: "HJ" (NA), LONDON
CODERS: A.S.C. 873 (EDITION, BENTLEY'S AND PRIVATE).

Hallam House,
3, Central Buildings,
Westminster,
London, W.C. 1.

23rd July, 1936

J. E. W. Flood, Esq.,
Colonial Office,
Downing Street, S.W. 1.

Dear Mr. Flood,

Kenya Licenses

(22)
Thank you for your letter of 21st enclosing copy of your letter to Messrs Harrison, Sugden & Co.

I will make it my personal business to see that these Memoranda of Agreement are forwarded for signature to Messrs Charles Udall and Sandys Lacaskie as soon as possible and when these are obtained you shall be notified.

The reason why I asked for an extension from 10th June 1936 was because this was the expiry date, and I therefore concluded that the Kenya Government would be ready to grant an extension from that date; whereas they have antedated it, thereby losing Mr. Udall six months of rather valuable time; but I do not want to make a point of this, as I consider that the Government have been very generous in this matter.

Yours truly,

Bill Jones



THE SECRETARIAT,
NAIROBI,
KENYA.

WHEN REPLYING
PLEASE QUOTE
No. C. I.R.D.
AND DATE

10/6/11/123

3 JULY, 1950.

CONFIDENTIAL:

The Colonial Secretary of the Colony and Protectorate of Kenya presents his compliments to the Under Secretary of State for the Colonies and, with reference to paragraph 4 of Kenya Confidential despatch No. 69 of the 18th June, regarding the bamboo concession held by Mr. C. Adall, has the honour to transmit for information a copy of a letter addressed to Mr. Adall by the Conservator of Forests, and of correspondence with Mr. Col. B. C. Lockhart-Jervis regarding the return to him of the documents referred to in his letter to the Colonial Secretary of the 18th February.

MITCHINS, JERVIS & PARTNERS.

AIR MAIL:Hallam House,
3, Central Buildings,
Westminster,
LONDON, S. W. 1.
19th June, 1936.The Colonial Secretary,
Government House,
Kenya Colony.

Sir,

LICENSE AGREEMENTS
BRITISH EAST AFRICAN PULP MILLS:

On 18th February last I sent you by registered Air Mail a letter enclosing Mr. Charles Dhall's copy of the License Agreement as well as his original Bamboo License.

I have not received an acknowledgment of these two documents and should be very glad if you would let me know by Air Mail whether they arrived about the end of February.

The matter is of considerable importance, especially as I have not heard whether the two-year extension asked for has been granted by His Excellency the Governor and the Government of Kenya.

I am, Sir,

Your obedient servant,

(Sgd.) B. C. L. JERVIS.

COPY/BBB

26th June, 1936

79/BA/176.

C. Udall, Esq.,
Kenya Marble Quarries, Ltd.,
P.O. Box 254,
Nairobi.

Sir,

BAMBOO LICENCE.

With reference to my letter to you of 27th June 1935 extending the period of grace for the fulfillments of your obligations Under Clauses 4 and 6 of your licence till the 16th June 1936, I have the honour to inform you that Government has agreed to extend this period for a further 3 years and that the obligations in question must therefore now be completed before the 15th June 1938.

I have the honour to be,

Sir,

Your obedient servant,

CONSERVATOR OF FORESTS.

Copy to:-
The Hon'ble,
The Colonial Secretary,
Nairobi.

Reference his No.S/C. TRD. 10/8/II/119 of 20th inst.

EMG/BA.

2nd July, 1936.

Sir,

I have the honour to acknowledge the receipt of your letter of the 19th June, and to express regret that no acknowledgment was sent to your letter of the 18th February, in which you enclosed Mr. Udall's copy of the Memorandum of Agreement of the 1st October, 1934 made with Mr. Udall and Mr. Macaskie, and the counterpart of Mr. Udall's licence to cut bamboo.

2. The present position is that all three copies of the Memorandum of Agreement, duly endorsed with the supplementary Memorandum extending the term of the Agreement for a period of two years from the 1st January, 1936 have been forwarded to the Secretary of State for the Colonies by a recent ocean mail, and will no doubt be passed to you in the Colonial Office with a view to obtaining the signatures of Mr. Udall and Mr. Macaskie to the endorsement.

3. The counterpart licence which accompanied your letter of the 18th February is now returned. Mr. Udall has been informed by the Conservator of Forests in a letter dated the 26th June that the Government has agreed to extend for a further two years, up to the 15th June, 1938 the period within which the obligations referred to in Clauses 4 and 6 of the licence must be fulfilled.

I have the honour to be,

Sir,

Your obedient servant,

Col. B. C. Lockhart-Jervis, D.S.O.,
Messrs. Hitchens, Jervis and Partners,
3, Central Buildings,
Westminster,
LONDON, S. W. 1.

McLennan
COLONIAL SECRETARY.

C. TR. 10/8/11/122

2nd July, 1936.

Sir,

I have the honour to acknowledge the receipt of your letter of the 19th June, and to express regret that no acknowledgment was sent to your letter of the 18th February, in which you enclosed Mr. Udall's copy of the Memorandum of Agreement of the 1st October, 1934 made with Mr. Udall and Mr. Macaskie, and the counterpart of Mr. Udall's licence to cut bamboo.

2. The present position is that all three copies of the Memorandum of Agreement, duly endorsed with the supplementary Memorandum extending the term of the Agreement for a period of two years from the 1st January, 1936 have been forwarded to the Secretary of State for the Colonies by a recent ocean mail, and will no doubt be passed to by the Colonial Office with a view to obtaining the signatures of Mr. Udall and Mr. Macaskie to the endorsement.

3. The counterpart licence which accompanied your letter of the 18th February is now returned. Mr. Udall has been informed by the Conservator of Forests in a letter dated the 26th June that the Government has agreed to extend for a further two years, up to the 15th June, 1938 the period within which the obligations referred to in Clauses 4 and 6 of the licence must be fulfilled.

I have the honour to be,

Sir,

Your obedient servant,

Col. B. C. Lockhart-Jervis, D.S.O.,
Messrs. Hitchins, Jervis and Partners,
3, Central Buildings,
Westminster,
LONDON, S. W. 1.

H. L. Jervis
COLONIAL SECRETARY.

Mr. Groamith. 15/7

Mr. Paskie 15/7

Mr.

Semi-official for Mr. Flood's signature.

Sir C. Parkinson.

Sir G. Tomlinson.

Sir C. Bottomley.

Sir J. Shuckburgh.

Permt. U.S. of S.

Parly. U.S. of S.

Secretary of State.

Am. 14

Downing Street,

21 July, 1936.

C:D
R 17 JUL
D 20

Dear Colonel Jervis,

I enclose a copy of a

letter which we are sending to

Messrs. Harrison, Sugden and Co.

regarding the extension of the

~~Bankers Agreement and~~
~~renewal of agreement at the lat~~

~~Finance~~
~~Commission~~

Mr. Wade, the Colonial

Secretary in Kenya, has pointed

out to me that in your letter to

him of the 18th of February you

asked for an extension of the

Agreement for two years from the

16th of June, 1936, but in the

Endorsement or Supplementary

Memorandum of Agreement which was

sent out provision was made only

DRAFT

COLONEL B. C. LOCKHARD-JERVIS, D.S.O.

R. Wade

FURTHER ACTION

for two years from the 1st January, 1936.

The Kenya Govt. has assumed that the

Endorsement represents what is required.

Yours sincerely,

(Signed) J. E. W. FLOO

C/O

Mr. Grossmith.

Mr. *Parkin* 1937 *D.*

Mr.

Sir C. Parkinson.

Sir G. Tomlinson.

Sir C. Bottomley.

Sir J. Shuckburgh.

Permt. U.S. of S.

Parly. U.S. of S.

Secretary of State.

Downing Street,

21 July, 1936

add.

Gentlemen,

I am etc. to refer to the letter from this Department of the 30th of April and to transmit in triplicate the Memorandum of Agreement of the 1st October, 1934, made with Mr. Charles Udall and Mr. Sandys Macaskie for the purpose of the acquisition and working of the bamboo concession held by Mr. Udall.

2. The Endorsement or Supplementary Memorandum of Agreement, the effect of which is to extend the terms of the Agreement for a period of two years from the 1st January 1936, has been signed by the Governor of Kenya, and now requires the signatures of Mr. Udall and Mr. Sandys Macaskie.

DRAFT.

MESSRS. HARRISON, SUGDEN AND CO.

Endorsement to No 14 in original

FURTHER ACTION:

The

The word "six" appearing in Clause 2 of the *draft of the*
Sent to the Kenya Government by
~~Supplementary Memorandum as drafted by~~

Messrs. Hitchins, Jervis and Partners was an

obvious error for "four" and this has been

corrected. *It will be observed that the*
date of the endorsement requires to be inserted in two places.

3. I am to request that you will
return one copy of the Agreement to this
Department, for transmission to the Governor,
after the Memorandum has been executed by
Mr. Udall and Mr. Macaskie.

4. As regards the extension of Mr.
Udall's Forest Licence, it is understood
that the Conservator of Forests in Kenya
is being authorised to inform Mr. Udall
that the Kenya Govt. grants him an extension
for a further period of two years of the terms
provided for in Clauses 4 and 6 of his Licence,
and that these terms will now accordingly
expire on the 15th of June, 1938.

I have, etc.

(Signed) J. E. W. FLOOD

THE SECRETARIAT,

NAIROBI, 19 JUNE, 1936

RECEIVED

10 JUL 1936

C. O. REGY

Dear Flood,

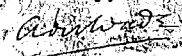
8
 In your letter of the 31st March you sent me copies of correspondence with Colonel Jervis about the extension of the Bamboo Pulp Agreement.

19
 An official despatch goes by this mail sending the Agreement in triplicate, which, as now endorsed, runs up to the 31st December, 1937. In his letter to me of the 18th February, of which you have a copy, Col. Jervis asked for the extension of the Agreement for two years from the 16th June, 1936, but in the endorsement or supplementary Memorandum of Agreement which was sent out provision was made only for two years from the 1st January, 1936. We have assumed that the endorsement represents what is required.

As regards the request for postponement of payment of the annual licence fee it is not quite clear to us what is wanted. The difficulty is explained in a letter from Gardner to Colonel Jervis of the 28th April, of which I enclose a copy. Under his licence (dual) has been paying £100 annually and we shall be quite prepared to deal sympathetically with the request when we know what it means.

Yours sincerely,

J. E. W. FLOOD, ESQ., C.M.G.



28th April, 1936

70/24/165.

Lt.Col.B.C.Lockhart-Jervis, D.S.O.
Messrs.Hitchins, Jervis & Partners,
3 Central Buildings,
Westminster,
LONDON, S.W.1.

Dear Col.Jervis,

LICENCE FEES: BAMBOO CONCESSION.

Many thanks for your letter of 24th March. With reference to your second para I should be grateful for some further explanation. So far as I am aware the only licence in being is that issued to Mr.Udall and the only licence fee at present payable is that due from him viz £100 on 16th June next but which rises to £500 in 1937. Is it this fee, payable by Mr.Udall, for which you wish, on his behalf, postponement of payment?

Of course, in accordance with the agreement to which you refer, when Mr. Udall sells his licence to the Company the latter will surrender it to the Governor who will then issue the new licence set out on the schedule to the agreement. But I have had no information that purchase has been completed by the Company and certainly the new licence has not been issued by the Governor. Are you asking that when that licence is issued to the Company the licence fees which will then become due from the Company shall be postponed?

This last does not seem to me very reasonable though it appears to be what is meant in your letter. There seems to be more to be said for the first suggestion i.e. that until Mr. Udall can sell his licence to the Company the payments due by him should be postponed. However I can not decide on either but on hearing again from you I will put the matter up to Government for a decision.

Yours sincerely,

SD: H.M.GARDNER

CONSERVATOR OF FORESTS.

H.M.G./MYK.

KENYA.

No. 69

CONFIDENTIAL



GOVERNMENT HOUSE

NAIROBI,

KENYA

RECEIVED
18 JUNE, 1936

Sir,

3603

With reference to your predecessor's despatch Confidential. (2) of the 23rd April, I have the honour to transmit in triplicate the Memorandum of Agreement of the 1st October, 1934 made with Mr. Charles Udall and Mr. Sandys Macaskie for the purpose of the acquisition and working of the bamboo concession held by Mr. Udall.

2. The endorsement or supplementary Memorandum of Agreement, the effect of which is to extend the term of the Agreement for a period of two years from the 1st January, 1936, has been signed by myself, and now requires the signatures of Mr. Udall and Mr. Sandys Macaskie. The word "six" appearing in Clause 2 of the supplementary Memorandum as drafted was an obvious error for "four", and this has been corrected.

3. I shall be glad if one copy of the Agreement may be returned to me after the supplementary Memorandum has been executed by Mr. Udall and Mr. Macaskie.

4. As regards the extension of Mr. Udall's forest Licence, the Conservator of Forests is being authorised to inform Mr. Udall that the Government grants him an extension for a further period of two years of the terms provided for in clauses 4 and 6 of his Licence, and that these terms will now accordingly expire on the 15th June, 1938.

I have the honour to be,

Sir,

Your most obedient,
humble servant,

BRIGADIER-GENERAL, GOVERNOR

THE RIGHT HON'BLE
W. ORMSBY-GORE, P.C., M.P.,
SECRETARY OF STATE FOR THE COLONIES,
DOWNING STREET, LONDON, S.W.1.

Copy sent to Mr. Udall by the 12/11

C. O.

Mr. Flood. 27. 6.36.

Mr.

Mr. Boyd 29/6/36 *LB*

Sir C. Parkinson.

Sir G. Tomlinson.

Sir C. Blomley.

Sir J. Shuckburgh.

Permt. U.S. of S.

Barby. U.S. of S.

Secretary of State.

For the Secretary of State's signature.

Downing Street.

June, 1936.

DRAFT

G.R. HALL-CAINE, M.P.

I find that the position of the bamboo pulp scheme in Kenya is that the company has applied for a two-year extension of the licence and the Forest Agreement to expire in July, 1938. The Governor was informed last March that there was no objection and as requested the Agreements concerned were sent to him by air mail in April in order that the new date might be engraved upon them. There is no need for the matter to come before the Legislative Council. I can see, and approval has already been given to the necessary extension on the Governor's recommendation.

FURTHER ACTION.

Apert

Apart from this we do not

seem to have heard very much about the

progress of the scheme. We know that

Lockhart Jervis and Co. are still

pursuing the matter and we reminded the

Governor as recently as the 25th of June, *about extending the lease.*

I do not think there need be any anxiety

as regards the grant of the necessary

extension of the lease.

[Handwritten signature]

HARRISON, SUGDEN & CO

SOLICITORS

COMMISSIONERS FOR OATHS

WILLIAM HARRISON, LL. B.

TELEGRAPHIC ADDRESS
1 FETTER LANE, LONDON

WEST END OFFICE
4 CONNAUGHT STREET, W. 2

1027
1028 HEAD OFFICE
4834
4836
1009
WEST END OFFICE

Australia House,
Strand

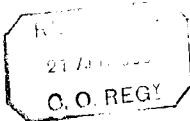
London W.C. 2

TH/AM.

encl.

20th April

1936.



Dear Sirs,

British East African pulp Mills Ltd.

We have now received from Mr. S. Macaskie the original Agreement in this matter and enclose same herewith. Kindly acknowledge receipt and oblige.

Yours faithfully,

[Handwritten signature]

Your ref. 38030/36.

REGISTERED.

The Under Secretary of State,
Colonial Office,
S.W.1.

*Incl in copy to Kenya (14)
Ltr. (15)*

13

3003078

C. O.

Mr. *Sumner* & *Co.*
Mr. *Parsons* *Thompson*

- Mr.
- Sir C. Parkinson.
- Sir G. Tomlinson
- Sir C. Batemley
- Sir J. Shackleton
- Permt. U.S. of S.
- Parly. U.S. of S.
- Secretary of State.

See

6 April, 1936.

gentlemen,

DRAFT.

(126 / 23201/34)
Hess Harrison, Agent
+G.

I am etc refer to your letter of the 19th of January, 1935 and the recent telephone conversation regarding the proposed extension of the Agreement, dated the 1st of October, 1934, between the Foreman of Kenya, Mr Charles Wall and Mr. *Macaskie*, and to state that, as explained on the telephone, the Foreman of Kenya has asked that the sealed copies of the Agreement may be returned to Kenya by the first opportunity ^{the necessary} for endorsement.

It is understood that

FURTHER ACTION.

Mr Adall's Copy has already
been sent. One copy is at
the Colonial Office and the
third copy is presumably in
Mr Macaskie's possession.
It would be appreciated if this
third copy could be recovered
and forwarded to the Colonial
Office, as soon as possible, for
transmission to the Kenya Government.

Sam Eli

(Signed) J. G. W. FLOTT

23 10

HITCHINS, JERVIS & PARTNERS.

CHARTERED CONSULTING ENGINEERS.

CHARLES F. HITCHINS, O.S.O., M.I.MECH. E., M.I.N.A.
 B. C. LOCKHART-JERVIS, O.S.O., M.I.MECH. E., M.I.E.E.
 L. S. SWINNERTON OYER, A.M.I.MECH. E.
 IN ASSOCIATION WITH
 PROFESSOR G. V. LOMONOSOFF, D.I.C., M.I.MECH. E.
 C. A. J. ELPHINSTON, B.A., A.M.I.MECH. E., A.M.I.LOCC. E.
 GEORGE LOMONOSOFF.

TELEPHONE: WHITEHALL 5110 (12 LINES)
 TELEGRAMS: JERVINA, LONDON
 CODES: A.B.C. 5th EDITION, BENTLEY'S AND PRIVATE.

*Hallam House,
 3, Central Buildings
 Westminster,
 London S.W.1.*

J/C

1st April, 1936.

Mr. W. Flood, Esq.,
 Colonial Office,
 Downing Street, S.W.1.

RECEIVED
 Foreign
 REGY

Dear Mr. Flood,

F. Quail's Licence - Kenya

I received your letter of 31st March last night at my house, and at first I was a little surprised to see that although it had been agreed to extend the period of this license, you did not know whether the extension had in fact been granted.

Naturally I assumed that the Governor of Kenya had approved and that your Department had endorsed his approval, according to your letter of 19th March.

However, I realise now that you want me to hasten the despatch of the copies of the License now in Messrs Harrison, Sugden & Co's office, back to His Excellency the Governor so that he can sign the extension.

Regarding the rent, I hope this will be in order, but we must wait and see what transpires.

I can only trust that our hopes will not be dashed to the ground in either case.

With kind regards,

Yours sincerely,

B. J. Jervis

the diff

8 24

DOWNING STREET.

31 March, 1936.

Dear Wade,

In connection with the paper pulp proposal, which is still hanging fire, I think you should have the enclosed correspondence on record. The letters of the 18th of February and the 24th of March were sent to me to see and to place on record in this Office, as I have told Colonel Jarvis that it would probably save him trouble hereafter if we had copies of everything. On receipt of Kenya telegram No. 70 Confidential of the 13th of March, we told you that there was no objection to the extension and I wrote to Colonel Jarvis to tell him that it had been agreed. We now get a copy of his letter to Mr. Gardner of the 24th of March and I enclose a copy of what I have said to Colonel Jarvis.

With regard to the Agreements, the position is that we have got one and the other is in the possession

of

A. de V. WADE, ESQ., C.M.G., O.B.E.

15
of Mr. Macaskie. The Solicitors have been asked to get it out of him and when we get it we will ship both out by air mail for whatever may be necessary.

We don't know in the least what is happening about the finance and it is somewhat disconcerting to find that a rent of £100 a year may prove awkward.

Yours sincerely,

St. J. F. FLOOD

(You ought to let Preston see this as he knows more about the pulp project than anyone - not even excepting Jarvis & Co.)

C. O.

Mr. Flood.

27-3-36 *of*

38030/36 Kenya.

7

Mr.

Mr.

Sir C. Parkinson.

Sir G. Tomlinson.

Sir C. Bottomley.

Sir J. Shuckburgh.

Perm. U.S. of S.

Party: U.S. of S.

Secretary of State.

Semi-official for Mr. Flood's signature.

Downing Street.

March, 1936.

Ans 10

DRAFT

Dear Colonel Lockhart-Jervis,

Thank you for the copy

of your letter to Mr. Gardner of

the 24th of March. I think you

will want to realize that what I told

you is that it had been agreed to

extend the period of Mr. Udall's

licence, but we do not know that

the extension has in fact been

granted. The Governor has asked

us to send out the copies of the

agreement which are in this

country for endorsement, and we are

wanting to get Mr. Macaskie's copy

back from Harrison, Sugden and Co.

before sending it out. That of

course

COLONEL H. C. LOCKHART-JERVIS, D.S.O.

copy to A. M. J. [unclear]

FURTHER ACTION.

course, will not make any great difference.

I do not know, however, what

the Kenya Government's reaction will be

towards the suggestion that the rent should

be deferred, but again we can only wait

and see what they say.

Yours sincerely,

(S) **W. E. W. FLEGG**

J/C

24th March, 1936.

H.M. Gardner, Esq.,
Conservator of Forests,
Forestry Department,
Nairobi, Kenya.

Dear Mr. Gardner,

LICENSE FEES

We were recently notified by the Colonial Office that the Governor of Kenya and the Government had awarded Mr. Udall an extension for a further period of two years of his Bamboo Concession from 16th June 1936; and naturally we assume that your Department recommended it, and therefore take this opportunity of thanking you for assisting us in this matter.

Will you kindly refer to the Agreement between H.E. the Governor, Mr. Arles Udall and Mr. Sandys Macaskie dated 1st October 1934. In Clause 2 of the Schedule, the annual License Fee payable under this document is £100 for three years.

Will you please advise me if it is possible to arrange for these payments to be postponed temporarily as a measure of assistance to the licensee? At the moment we are devising new means of financing this business, because the difficulty of proceeding along the original lines as outlined early in 1935 has been greatly increased owing to the outbreak of war between Italy and Abyssinia, and the fear caused to the City Finance Houses by the effect this might have on the Colony of Kenya.

However, we are vigorously pursuing the finance in collaboration both with the Colonial Office and a well known Issuing House here, and we urge you to assist us in the matter by allowing a postponement of payment.

An early reply would be deeply appreciated.

Trusting you are well and that things in Kenya are not too disturbed to upset your Department and the Government, and with kind regards,

Yours sincerely,

SIGNED

24/3/36
1/4
10/10/36
1/4

RECEIVED
13 MAR 1936
G. O. ROBY
COPY REOR REGISTRATION

Telegram from the Governor of Kenya to the Secretary of
State for the Colonies

Dated 13th March 1936. Received at 10.15 am. 13th March 1936

No. 70. confidential. ^{W 76 on 23201/34} By despatch of the 11th October 1934
confidential Bambooc pulp Company ^{has} requested extension of
agreement and foreign licence for two years from 10th July 1936.
I presume that you have no objection and shall be glad if you
will forward by first opportunity two copies now at the
Colonial Office for clearance.

10th February, 1936.

The Colonial Secretary,
Government House,
Kenya Colony.

Sir,

LICENSE AGREEMENTS
BRITISH EAST AFRICAN WOLF MILLS

I have the honour to enclose Mr Udall's copy of the License Agreement between His Excellency the Governor, Mr Charles Udall (Concessionaire) and Mr Sandya Macaskie (Trustee) dated 1st October 1934, which lapsed on 10th June 1935.

I also enclose the original Bamboo License granted to Mr. Charles Udall dated 15th June 1932.

According to a letter signed by the AG Conservator of Forests, Reference 70/24/154 and dated 27th June 1935, the present extension covers a period of two years under Clause 4 of this License, which outlines that the Concessionaire must erect and complete a factory for converting bamboo into pulp by that date.

Also under Clause 6 that letter provided for an extension of the License to commence construction and similar operations for 25 years, the period of the extension in both cases expiring on 10th June 1956.

Having these clauses of the Bamboo license in mind and reading them in conjunction with the Concession Agreement we have reprinted Clauses 3, 7 and 8 of that Agreement and would respectfully ask you, on behalf of Mr Udall, the Concessionaire, to extend this License Agreement, also the Bamboo License for a further period of two years from 10th June 1935 and in the hope that you will treat this matter sympathetically we have appended the attention to these clauses on the last two pages of the Agreement on either side of the map for discussion by His Excellency Mr Joseph Byrna, which will also be required on your copy which I believe is now in your possession.

When you have had these agreements signed, would you kindly return them to London and we will arrange for Mr Udall and Mr Macaskie to execute them immediately, and we will return your copy through the Colonial Office.

Yours obedient servant

SIGNED - B. C. J.

*Copy Made
312 4/33
S. C.
17
3010/33
B. C. J. (2)
H. H. G. (2)*