

1937

Kenya

No. 38030

SUBJECT.

C0533/477

*Manufacture of Pulp from Bamboo*

Previous

1936

Subsequent

1938

C.I.  
BAMBOO.

1. GOV. KENYA. . . . .  
Requires whether the supplementary Memo. has been executed by Mr. Udall & Mr. Macaskie and, if so, whether the copy of the Agreement may now be returned to him as requested (in (19) on 1936 file), would appreciate any information which is available, regarding the Kenya Bamboo Development Co. Ltd.

Write to Colonel Jervis & the C.A. as in Drafts hereunder.

C. J. F. Groom  
13/1/37

The letter to C.A. might wait until we have some particulars from Col Jervis.

J. J. Pannin  
14/1

To B. C. Lockhart-Jervis - was 3/1

Enclosed a note on the scheme, which has been prepared by Mr. Groom, and might be sent to Sir R. Brown-Poplar in reply to his letter on 15/2/37. Sir R. has mentioned Mitchell Cotts & Co. as being interested in the scheme, I have added a para. regarding a conversation with Mr. Conic & I had with a representative of a firm of structural engineers who called here a few weeks ago.

J. J. Pannin  
22/1

3 See now reply from Col. Jervis which doesn't set us much further. We shall have to see C.A. about the Anglo-French. Return file to me please

J. E. O. Hind  
25/1

1. GOV. KENYA.....CONF. 136.....18.12.36.  
Enquires whether the supplementary Memo. has been executed by Mr. Udall & Mr. Macaskie and, if so, whether one copy of the Agreement may now be returned to him as requested (in (19) on 1936 file); would appreciate any information which is available regarding the Kenya Bamboo Development Co. Ltd.

Write to Colonel Jervis & the C.A. on in Drafts herewith

C. J. Crossin  
13/1/37

The letter to C.A. might wait until we have some particulars from Col Jervis

J. J. Crossin  
14/1

20/1

2. To B.C. Lockhart Jervis - cons - 3/ - 17

I annex a note on this scheme, which has been prepared by Mr. Crossin, which might be sent to Sir R. Brown Popham in reply to his letter on 15/12/36. As he has mentioned Mitchell Collyer & Co. as being interested in the scheme, I have added a para. regarding a conversation with Mr. Crossin & I had with a representative of a firm of structural engineers who called here a few weeks ago.

J. J. Crossin  
23/1

3

See now reply from Col. Jervis which doesn't get us much further. We shall have to ask C.A. about the Anglo-French.

Return file to me please

They does not get us very much further. Messrs. Mitchell Cotts and Co., of course, we know, but the Anglo-French Corporation I do not know. I think, therefore, we had better ask the Crown Agents to find out what they can about the Anglo-French Corporation and the Bamboo Development Company.

With regard to Dr. Twining we don't, of course, know anything about him, but as he is a Trustee for Mr. Macaskie he is probably quite suitable for this purpose. I have told Mr. [unclear] to write officially.

J. G. [unclear]  
28.1.37.

Mr. Clouston

I think you should see the report to draft [unclear]

J. G. [unclear]

See bank you. The A.F.C. [unclear] Exchange [unclear] so [unclear] they are a private company. They live next door to the D.O. which may or may not be a good sign, but at any rate indicates that they are good for quite a substantial rent.

G. L. M. [unclear]  
28/1

4 - So to Regts. ——— 29 JAN 1937

5 - So Kenya - Gmf - (1 award) ——— 29 JAN 1937

6. MITCHINS, JERVIS & PARTNERS, 29.1.37.  
Submit name of Dr. Daniel Twining for approval as new Trustee to replace Mr. Macaskie who died recently.

The Agreement [unclear] is between the Governor of Kenya (Sir Joseph Burrell), Mr. [unclear] and Mr. Macaskie, presumably, as a matter of formality the consent of the Kenya [unclear] and Mr. [unclear] should be obtained & the substitution of Dr. Twining's name for Mr. Macaskie's. But we can assume Kenya's consent and approve on behalf of the Kenya [unclear]  
C. R. [unclear]  
1/2/37

Mr. Dimmock

Can you please [unclear] to what is necessary. [unclear] to be a new agreement with Dr. Twining in place of Mr. Macaskie?  
J. G. [unclear]  
1/2

Mr. Flood

As Mr. Macaskie (the trustee under the agreement of 1/10/34) has died, it appears that the endorsement or supplementary memorandum of agreement (see paras 2 & 3 of No. 19 on Kenya 38030/36), which extends the term of the 1934 agreement for two years from 1/1/36, will have to be redrafted with

W. Twining as trustee.

Messrs Burchells settles the agreement of 1934; and, in the circumstances, perhaps the best course would be to ask Col. Jervis (see No. 21 on Kenya 38030/36) to let us have the endorsement or supplementary memorandum of agreement (a copy of which I cannot find), and <sup>then</sup> to instruct Messrs Burchells in the matter.

15/2/37

H. Duncan.

Drafts herewith, one official and one unofficial. It appears that there are no copies of the agreement about except the three that have gone off to Harrison, Sugden and Company, and before we can do very much we must get them back. I note that Colonel Jervis says that they have taken legal advice and find that it is not necessary to do anything fresh in view of the death of Mr. Macaskie but I don't quite see how that can be done. In any case we shall have to get hold of the Agreement to see what on earth is in it. The situation is slightly more awkward because Sir Joseph Byrne has now left Kenya and is about to retire and

Exacts.  
16.10.

any new Agreement will now have to be entered upon by Mr. Wade and shipped out to Kenya for that purpose. Anyhow, I do not think it matters much and we have heard nothing further about the new company.

J. P. O. Kent

16.2.37.

7 So Hitchin's Jervis, Partner (d. Jervis) } cons  
8 So Col. Lockhart Jervis - (7/2) } cons

9. CROWN AGENTS..... CONF..... 13.2.37  
Encls. memorandum containing such information has been possible for them to obtain through the usual channels.

W. Jervis

The Anglo-Siam Consolidated Corp. Ltd. looks a good enough concern. But to complete the information, should we not ask C.A. to give us particulars of the Capital & intention of the Kenya Bamboo Development Co. Ltd. Presumably the Comd. be increased from the restriction at launch stage.

(see No 5)

C. J. Jervis with  
23/2/37

This does not get us much further. I think we might ask the C. A. to find out what they can about the Bamboo Development Co. though there can't be much to find out as yet.

J. P. O. Kent

21.5

States that they have requested Messrs. Harrison, Sugden & Co. to forward all necessary documents, which are in their possession, to the G.O.

CHARLES FRITHCHING (S. TO M. T. GOO) 25.3.37. States that Jervis has gone to India and Burma on business and is not expected back until mid April. Hopes that necessary documents have been rec'd. from Messrs. Harrison, Sugden & Co.

Enclose original Agreement of 1.10.34 in triplicate, and points out that it will be necessary to have another copy prepared in connection with this matter appointing Dr Twining a trustee under the Agreement in place of the late Mr. Macaskie.

I think that we are now in a position to write to Burchells, for the purpose it will be necessary to let them have for several one of the sealed & signed copies of the Agreement of 1.10.34 containing the endorsement or Supplementary Memorandum of Agreement. The same two signed & sealed copies of the Agreement enclosed in No 3 should be placed in a safe place for the time being.

I submit draft letter to Burchells for consideration & draft reply to No 12 & 13

A. G. Kinnell 3/5/37

as regards para 3 of the aft to Burchells, is there any reason why the new draft should not be

These have been placed in the safe at 297 ✓ in R 297 2/4

executed by the CA No 7 it has been stated that the S. G. is prepared to agree to an appointment of Dr. Twining, in place of the late Mr. Macaskie if necessary. The new draft can be prepared - a suitable form for execution by the CA is a waste of time to prepare - a form which would have to be sent out to Messrs. Burchells for signature.

J. P. Burchells 3/3

Mr. Flood.

I note that Mr. Macaskie in fact signed the supplementary memorandum of agreement. I understand that we were not informed of this.

It now seems as Messrs. Harrison, Sugden & Co. say in No. 17, that another agreement will have to be prepared appointing Dr. Twining a trustee under the Agreement in place of the late Mr. Macaskie and, as we agreed on the telephone this morning, it would save time if, as Mr. Paskin suggests, the new ~~draft~~ <sup>agreement</sup> were drafted so as to enable the Crown Agents to enter into it on and on behalf of the Government of Kenya.

<sup>It must</sup> we had better write, therefore, to the Crown Agents asking them to instruct Messrs. Burchells accordingly.

A. Duncan

4/2/37.

Mr. Dunce entirely agree with  
I suggest that the best course will be  
to leave the whole thing as it stands and have  
the original agreement, with the Crown Agents  
and the Government of Kenya. Unfortunately,  
it is a three-cornered show, and we don't know  
what Mr. Udall is. However, we can leave it  
until we get the signature of the  
Government. I will write to the  
Government to see what they want, so I submit  
a letter to them. If they agree,  
it is possible that  
there may be some difficulties.

In regard to the other matter,  
Sir William Gowers rang me up to say that  
Colonel Jervis is now in Burma where he  
was negotiating with the Government for a  
bumpo concession. The India Office told  
Sir William Gowers that Colonel Jervis had  
represented himself as the agent of the Crown  
Agents, or at any rate as having done work for  
them. This is probably due to some complete  
misunderstanding, but that is what the India Office  
said out of it. We shall no doubt have enquiries  
from them as to Colonel Jervis. Sir William  
Gowers told me that he knew Colonel Jervis  
personally and liked him, but could say nothing  
about the standing of his firm, though it appeared  
to be thoroughly respectable.

J. C. G. 729

8.3.1937

Mr. Flood.

I think we are at cross purposes.

What I meant in my minute of 4/3/37,  
and what I think the Solicitor meant in  
their letter of 26/2/37 (No. 13), was that  
the original agreement and the supplementary  
memorandum of agreement should stand  
(both of them were duly executed), but that  
a further <sup>agreement</sup> ~~agreement~~ should be prepared appointing  
a trustee under the original  
agreement in place of the late Mr. Macoski.  
This further <sup>agreement</sup> ~~agreement~~ has been entered into by the  
C.A. for and on behalf of the Govt of Kenya.  
It seems that this might be the simple plan.  
What do you think?

I was interested to hear what Sir W. Gowers  
told you about Colonel Jervis and the India  
Office.

9/3/37

J. C. G.

Mr. [unclear] says that Dr. Twining is now  
 appointed a trustee in place of Mr. Mackaskie,  
 and I submit a draft for that purpose. I think  
 it will be best to get the solicitors to agree,  
 before we start giving instructions to Burchells.

10/3/37

10/3/37

Mr Flood

has signed, amended the attached draft

10/3/37

A. Duncan

4 To Hitchens (12 and)

5 To Hann & Sugden (15 and)

16 MAR 1937

6. CROWN AGENTS... CONF...  
 Encis. memorandum setting out some particulars taken  
 from the Kenya Bamboo Development Co's file in the  
 Registry of Joint Stock Companies and states that they  
 are expecting some additional information which they  
 hope to be able to send in the course of a few days.

Not illuminated

10/3/37

17. HITCHINS, JERVIS & PARTNERS. (HITCHINS S/O)....17.3.37.  
 DESTROYED UNDER STATUTE  
 Acks (14) the contents of which he has noted, and trusts  
 that the matter will be satisfactorily settled by the  
 time Jervis arrives back from India, which he hopes will  
 not be later than the middle of next month.

Put by  
 A. R. [unclear]  
 19/3  
 [unclear]

18. CROWN AGENTS... CONF... 17.3.37.  
 Gives additional information respecting the Kenya  
 Bamboo Development Co. Ltd.

19. HANN, SUGDEN & CO... 18.3.37.  
 DESTROYED UNDER  
 Acks (15) and states that they entirely agree with the  
 last para. thereof.

Mr Duncan

We can now proceed as intended but I am  
 very happy as to the terms of the draft to C.A.  
 Would you be signing?

10/3/37

27/37

Mr Flood

I think Messrs Burchells, with whom  
 I discussed the matter on the telephone at the  
 time, will know what to do.

I should merely send the C.A. a copy  
 of Nos. 13, 15, & 19, together with the original agreement  
 and Supplementary Agreement, and ask them  
 to instruct Messrs Burchells to prepare, in



Consultation with Messrs Hanson,  
Sueden & Co., another agreement  
appointing D. Twining a trustee in  
place of the late Mr. Macaskie

3/4/37 H. Duncan.

When so proposed let Mr Duncan see the draft

194/37

1/5

20 - 30 C.A. (40 is used in draft)

4 APR 1937

Letter to Messrs  
Hanson & Co.

Copy to  
Mr. Duncan

ALL MAIL  
9/4

In Kenya - brief

194/37

22. CROWN AGENTS

21.4.37

Each copy of letter received from Messrs. Burchells regarding  
an agreement for appointment of a trustee & enquires what  
reply should be returned thereto.

Mr Duncan

As to the date they should not be at a loss  
because clause 1 (1) of the supplemental agreement  
substitutes "within 2 years from the 1<sup>st</sup> of January 1936  
for" before the 31<sup>st</sup> of August 1935 in § 9.

As to the second point Kenya can have any estate.  
But will you advise please as to the rest?

Mr. Flood

Had a short talk about this with  
Mr. A.W. Burchell on the telephone this morning.

It really comes to this. If Kenya is  
satisfied as to the date of the 2 years  
from the 1<sup>st</sup> January 1936, we can leave  
this as it is. If, however, it is desired  
to have the period extended, this could  
be done by the new agreement which is  
to be drawn up. I will not do anything which  
involves extension or no extension.

As regards costs, if Kenya is content  
to pay them, we will send food.

Should reply accordingly.

1/5/37

H. Duncan.

I think it would be as well to make it  
two years from the 1<sup>st</sup> of Jan 1937

? So rule

J.E.W. Flood  
1-5

I should be inclined to stick to 1936 myself.  
Things have changed or in the past & I  
fear that unless there is a trust from

One year from time to time nothing  
will ever happen but I do not  
know as much about it

W. H. H. 11  
3/3

Say that unless the promotion  
is for an extension the Bureau  
should remain as in the existing  
Supplemental Agreement, viz

2 years from January 1936

If they do not know how to  
handle it

W. H. H. 11  
3/3

W. H. H. 11

6

24. CROWN AGENTS 20.5.37.  
Enquires whether assumption made by Burchells,  
as indicated is correct.

It is possible that Harrison Snyder &  
have raised the question of their  
costs. They must, I think, look  
to Messrs. Mitchins Jervis & Partners  
for them. (See N 13)

? Reply that Messrs. Burchells'  
Assumption is correct.

V. S. W. 21/5

C. St. G. 24/5/37

DESTROYED UNDER STATUTE

20. CROWN AGENTS 20.5.37.

Encls. copy of letter from Messrs. Burchells regarding  
appt. of the new trustee and states they will let you  
know what further transpires.

27. CROWN AGENTS 20.5.37.

28. CROWN AGENTS 20.5.37.  
Encls. copy of letter from Messrs. Burchells regarding  
appt. of the new trustee and states they will let you  
know what further transpires.

Messrs. Burchells are exceeding their  
instructions but with the very  
best intentions

Put by  
C. St. G. 24/5/37  
J. J. Brown 6/7

Yes: I may recall here that I was told by Mr. Procter  
of Mitchell Cotts that a revised scheme is now afoot  
which will involve more modest figures - only do part  
of the work in Range 1 - so I gathered he wasn't very clear on  
that point though he was on the finance point as said it would be  
much less expensive though he couldn't give a figure

V. S. W. 21/5

W. H. H. 11

24. GOVERNMENT OF KENYA. TEL. 156. D.F.P. 28. 7. 37.  
Requests return of one copy of orig. agreement as  
soon as possible and enquires whether new agreement  
implied under STATUTE has been executed and if so when copies may be  
extracted.

In spite of the amount of C.A. he  
has received in completed draft  
of the new Agreement from Messrs Burchells  
is sending a copy to us as  
soon as possible

We might await receipt of the  
copy of the material amendment  
in necessary on page (29) rather  
than the Agreement as on the  
point of completion work be  
forwarded as soon as possible.

As to original Agreement mentioned  
in para 3 see para 3) that  
2 copies have been retained  
in the office & there appears  
to be no reason why one  
shd not be sent to Kenya  
immediately as requested

One copy of original Agreement  
to Kenya acc'y

Onward with  
29.7

The flood saw the above minute  
directed that he answer  
to (29) shd go in short dft  
enclosing copy of original Agreement.  
dft att'd.

Onward with  
29.7

DESTROYED 30/7/57  
30/7/57

31. CROWN AGENTS. TEL. 156. D.F.P. 28. 7. 37.  
The Messrs Burchells' draft of Agreement required to  
appoint Dr. D. Twining as Trustee in place of Mrs. Macaskie  
and enquires whether S. of S. approves.

R 29  
The series  
copy of the document  
to be forwarded  
to the Crown  
Agents for retention  
(to the Secret  
to the Crown)  
A.P.

I attach a copy of the Agreement of the  
1st October, 1934, and Memorandum of Agreement of the  
31st August, 1936, to which the draft Agreement No.  
No. 31 is supplemental.

The Supplemental Agreement is quite simple  
and so far as I can see it is complete in its  
purpose, namely to provide for the substitution of  
Dr. D. Twining for Sandya Macaskie as Trustee

Section 1 of the Agreement states  
that the Government of Kenya has authorized the  
Crown Agents to enter into a Supplemental  
Agreement on his behalf. It would be only right  
that the Governor should see the draft before the  
Secretary of State approves it.

? Sent to the Governor as in draft herewith.

A. J. Worswille

6.8.37.

But the whole idea of getting the C.A. to  
execute the new Supplemental Agreement  
was to avoid having to send it out to Kenya!  
(i.e. my minute of 3/3 + Burchells' minute).

Will you please advise  
① whether the words mentioned by  
Mr. Worswille (at the end of the minute) are

necessary; &

(6) if so whether they under it necessary  
in the copy to be submitted to the Gov for  
approval

J. B. Parnell

4/8

very short version

It is not tedious but necessary for  
to be done & pressure be  
made - avoid it if possible

J. B.

9/8

Yes, the Gov. has said about the  
proposed procedure in para 1 of No 21  
so we can just appear before CA  
entering into the agreement

J. B. Parnell

10/8

at once

To CA. (31 ansd) - cons - 17.8-37

30/9

Decision of the Gov. is  
on 31

33. CROWN AGENTS. 21.6.37  
Trs. copy of letter from Burchells, dated 19.8.37 regarding  
an error in draft Agreement and requests to be informed  
that C.O. concur in necessary alteration being made.

Clearly an error

Reply by minute that the  
alteration should be made

At once  
24/8/37  
at once

DESTROYED UNDER STATUTE

To CA (401). (23 ansd) min  
Dep't

49 37

35 Kenya spec

No. 12 copies of a statement regarding  
reference (Special to Parliament)

Put by  
C.A. Committee  
9/9/37

at once

36 CA

16.9.37  
incl copy of the from Messrs. Burchell  
stating that the question of an extension of  
time has been raised

The CA have kept to conclusions to  
rapidly. We haven't heard from  
Col. Ferris that he wants to  
get an extension of the time  
referred to in some of the articles  
in the draft Agreement. It  
may be that Col. Ferris is in

Communication

The instant copy  
is the 2nd of 4  
by Ferris's  
with the sanction  
of Nicholas C.O. on  
the 6th July.

Communication with Kenya District  
Tel CA But we have not heard  
you got terms & say that  
we shall be interested to  
hear the result of Messrs  
Burchell's Cove with  
Mr Harrison. ADV that the  
matter is fairly urgent  
because the ~~contract~~ has  
we are already for the  
Mr Kenya that the new  
Agreement will shortly be  
executed

See Note

Agree with  
18/9/37

39 Cassin  
11/10/37

[ 25 ... great good in Kenya  
... the point of study concerning ...  
... para 6 ]

To C.A. (min)

29 SEP 1937

DESTROYED UNDER STATUTE

38. CROWN AGENTS.....  
States that Messrs. Burchell have rec'd a letter from  
Messrs. Harrison Sugden & Co. asking that the extension date  
of the extension of Mr. Udall's licence should be 31st  
June, 1938 - enquire whether there is any objection on

See No 23 on the 1938 ...  
of the licence ...  
referred in the letter ...  
the paper referred to

347  
H

40. C. UDALL (S.O. TO MR. FLOOD)..... 4.10.37.  
Would like to know what has happened to the Agreement  
which was returned to C.O. on the death of Macaskie, and  
also request explanation of infn. he has that the  
Bamboo licence may expire on 31.12.37.

As regards the date up to which Mr. Udall's  
concession runs, see minutes on No. 38. There is  
no room for doubt, and I have accordingly answered  
him as per letter attached. As regards the  
Agreement, all that is necessary to say is that the  
new one is under negotiation.

6.10.1937

H To Udall (Hornad) (20) 6<sup>th</sup> Oct, '37



by CA meeting; Mr. Udall  
is not to be taken as beyond

50-1037

to Col Leckhart  
Jervis

FR CA (42 ansd) mar } 5 11 37

Col. Jervis called and talked for  
some time. He did not want to put in writing  
a good deal of what he said, which was why he  
was round. Clearly, he and the other people  
of importance in this affair are not at all  
satisfied with Mr. Udall, who makes things  
extremely difficult. He negotiates with  
various people and has tried from time to time  
to deal with other chemical processes, all of  
which interferes with the prospects that  
Col. Jervis and his friends have of getting  
the going going. Mr. Udall also queered the  
pitch by trying to get various firms of paper  
pulp merchants interested, whereas their  
real interest, of course, lay in scotching the  
project which would compete with their  
activities.

The

The financial arrangements will be one  
by Mitchell Cotts and the Anglo-Brench Investment  
Corporation. Messrs. Hitchins, Jervis and Co.  
revert to their proper function of Consulting  
Engineers for the job.

They think that it is inevitable that  
the agreement should be extended up to the end of  
Mr. Udall's concession on the 15th of June, 1937  
but not a day longer as they want to get some  
hold over Mr. Udall and make him get going within  
the time available.

Col. Jervis asked whether the securing  
of the necessary finance and formation of a  
company would be regarded as substantial work and  
I said I thought it would. He also enquired as  
to the possibility of a revised project on a smaller  
scale being acceptable. The Agreement talks about  
a company with a capital of at least £100,000, so  
I had to hedge on this and said that I could not say  
and was quite certain that the Government of Kenya  
would have to be consulted. Col. Jervis saw the  
point of this.

He added that the project which had been  
suggested or only going about half the work in  
Kenya and shipping the pulp home for finishing in a  
non-completed condition was barely justifiable in  
his opinion. It would work with pulp at its  
present price which is apparently very high, but  
would not work at a profit at ordinary prices, as  
well as not being very satisfactory for technical  
reasons. He added that the adoption of such a  
scheme would spoil one of the main objects of the  
concession, which was to provide labour in Kenya.  
I pointed out that the main labour would be in  
cutting the bamboo and looking after it in the  
forest

forest and that there would not be much in the way of factory work so that even if half the labour process was left to be done outside, most of the labour would still be required. He agreed.

With reference to the question of any extension of the period of Mr. Udall's licence, I pointed out that there had been some talk in Kenya based on the fear of erosion if the mill was out. Col. Jervis got quite interested in this subject. He stated that the spirit here was Major Grogan. That he is furious with rage at the idea of anybody except himself getting rid of any mill in the shape of a concession in Kenya. His wrath is mainly directed against Mr. Udall, whom he affects to despise and think that Government had no business ever to give any concession to such a little whippersnapper. Col. Jervis pointed out that after all Mr. Udall had shown the necessary enterprise in getting the concession, whereas Mr. Major Grogan, had been singularly lacking in visualising the possibilities. Major Grogan also has a concession somewhere about there and they tried to get him to come to some agreement as to supplying bamboo at a price for the use of the mill when set up. So far they have not been able to get anything definite out of Major Grogan one way or another beyond threats that if they don't come to terms with him he will make it very hard for

for them in Kenya Legislative Council and the Local Areas. I recently referred to <sup>in somewhat uncomplimentary language</sup> ~~as a concession~~ and I repeat ~~thereon~~

Col. Jervis will write. Wait a week  
L.S.G. Flood  
10/11 done

45. MITCHELL, JERVIS & PARTNERS  
(COL. JERVIS 50 TO MR. FLOOD) 10.10.37

Sets out what they are anxious to achieve for and on behalf of Mr. Udall

Mr. Duncan  
Then we can

Tell C.A. to get a clause added extending the agreement till 15 June 1938.

Tell Kenya we have done so. And tell Col. Jervis (you may like to read my minute above)

For clause 3, 7, 8, 9  
will have to seek  
name of Government  
3/10/37 M.D.  
Thank you for your interesting  
M.D.

Mr. Flood

Take with the action proposed by you.

16/11/37 A. Duncan.

I am sorry to make all these amendments to your drafts, but I think they will make the position clearer to the C.A. & Mess. Bunder. Under clause 9 of the main agreement, as amended in 1936, you will see that it

Replace Agreement  
Revised (13) = Serial  
2/11/37



does not expire on a firm date.  
All the clause says is that, if the  
Agreement is not adopted by the Company,  
and the purchase completed before  
the date in question, "any of the  
parties may by notice in writing  
to the others determine the same".  
I have in amendments to your  
drafts

18/11/37

W. Duncan

46 To Col Lockhart Jervis (45anod) 50

47 To CA

48 To Kenya Conf.

23 NOV 1937

22.11.37

DESTROYED

49. Col. Lockhart Jervis (50)

28.11.37

that he has forwarded to Mr. Adall a copy of the letter of  
authority extending period to 15.6.38 & presume the Document will be  
returned to them shortly.

We got over the original documents from  
Messrs. Harrison, Sugden and Co. in February last  
(No. 13). One copy has gone to Kenya (in No. 3),  
one is on this file and the other one is with the  
Crown Agents who are getting the new Agreement  
negotiated by their solicitors. When the new  
Agreement is finished we will, of course, return the  
old one, so I think I can write as per letter  
attached.

20.11.37.

50. To Col. Lockhart Jervis (49anod) 26 Nov. 37.

DESTROYED UNDER STATUTE

The Agent  
envelope above 50  
Col. Lockhart Jervis  
49.11.37

States that he would be glad to have a copy of  
the Agreement when completed by the Solicitors to the  
Crown Agents.

R 50. 46.  
R 50. 50

Pushy  
J. 1.12.37

not expose on a firm date  
the clause says is that, if the  
indent is not adopted by the Company  
the purchase completed before  
date in question, "any of the  
... may be notified in writing  
to others determine the same"  
my amendment to the form

18/11/37  
1/1 Duncan.

1 con much obliged  
11.0.37 18.11  
Lockhart Jervis (45 and) 50  
} 22.11.37.

ya boy. 23 NOV 1937

23.11.37

49. Col. Lockhart Jervis (3/0)  
DESTROYED UNDER STATUTE

that he has forwarded to Mr. Hall a copy of C.O. letter of  
authority extending period to 15.6.38 & presume the Document will be  
returned to them shortly.

We got over the original documents from  
Messrs. Harrison, Sugden and Co. in February last  
(No. 13). One copy has gone to Kenya (in No. 3),  
one is on this file and the other one is with  
Crown Agents who are getting the new Agreement  
negotiated by their solicitors. When the new  
Agreement is finished we will, of course, return the  
old one, so I think I can write as per letter  
attached.

20.11.37.

50. To Col. Lockhart Jervis (45 and) 26 Nov 37.  
DESTROYED UNDER STATUTE

The Agreement to the Col. Lockhart Jervis (45 and) 29.11.37.  
envelope above to  
Col. Jervis. States that he would be glad to have a copy of  
the Agreement when completed by the Solicitors to the  
Crown Agents.

NO. 45  
Page 50

Puty J.  
117

12.37

Encl. letter from Burdells together with fresh draft of the Supplemental Agreement & states that they will advise C.A. when Burdells writes again.

The fresh draft of the Supplemental Agreement seems to be quite in order

Met by

meeting Burke & Co. Jan 1/38

Clare, White

15/2

Subject to any legal advice.

J.P. Parnis

16/12

The fresh draft of the Supplemental Agreement enclosed in No. 52 appears to be in order, but it is not possible actually to check it because no copies of the 1934 or 1936 agreements have been put up with these papers.

Please let us see the file again (with copies of these agreements) when we hear further from the Crown Agents.

16/12/37 H. Duncan.

Then wait for further letter from C.A.

J.P. Parnis

16/12

above

M.H.

N.B.

Letter from Miller  
re: [unclear] C.A.  
[unclear] spread  
to the Bureau  
[unclear]

52 C.A.

Encl. letter from Burchells together with first draft of the Supplemental Agreement & states that they will advise C.O. when Burchells writes again.

The first draft of the supplemental Agreement seems to be quite in order. But by having further (C.A. has C.A. instructions)

Subject to my legal advice.

J.P. Paine  
16/12

The first draft of the Supplemental Agreement enclosed in No. 52 appears to be in order, but it is not possible actually to check it because no copies of the 1934 or 1936 agreements have been sent with these papers.

Please let me see the file again (with copies of these agreements) when we hear further from the Crown Agents.

16/12/37 H. Duncan.

Then wait for further letter from C.A.

H.D.

J.P. Paine  
16/12  
advised

N.B.

When you letter  
received from C.A.  
but with the papers  
to H. Duncan  
on 16/12



TO BE ADDRESSED TO THE  
CROWN AGENTS FOR THE COLONIES  
THE FOLLOWING REFERENCE AND THE  
DATE OF THIS LETTER BEING OBSERVED

O/Ker 101.  
TELEGRAMS  
TELEPHONE

MILBANK,  
LONDON, S.W.1.  
September, 1937.

4.12.37.

to your letter of 30/8/37 on the  
concerning the Bill of Concession in regard  
have the honor to enclose copy of letter received from  
1937. It will be seen that in the  
it will be seen that in the  
been used to prepare a  
free from... this is

We are asking Messrs. Burchells to inform us in due  
time of any comments Messrs. Harrison, Sudden & Co. have made  
in respect of the revised draft, and we will advise you  
when we hear further from Messrs. Burchells.

I have the honor to be,

Yours faithfully,  
F. J. W. SHEETS.

The Under Secretary of State.  
COLONIAL OFFICE.

h/36

NR

ALL COMMUNICATIONS  
TO BE ADDRESSED TO THE  
CROWN AGENTS FOR THE COLONIES  
THE FOLLOWING REFERENCE AND THE  
DATE OF THIS LETTER BEING QUOTED:



O/Ken p1.

HILLBANK,

TELEGRAMS: "CROWN LONDON"  
TELEPHONE: VICTORIA 7735

LONDON, S W 1

Sir,

4.12.37.

I have the pleasure to acknowledge the receipt of your letter of the 27th inst. and have thereupon referred the same to the Hon. Mr. Justice Glynne, who has now advised that it will be seen that if the proposed amendments have been passed, the proposed amendments will be in accordance with the provisions of the Bill.

We are sending Messrs. Burchells & Co. your letter of the 27th inst. and Messrs. Harrison, Guden & Co. your letter of the 27th inst. in respect of the revised draft, and shall be pleased to hear from you when we hear further from Messrs. Burchells & Co.

I have, Sir, the pleasure to

*F. L. Harrison*  
Secretary

The Under Secretary of State,  
COLONIAL OFFICE.

*n/cw*

NR

COPY OF LETTER FROM MESSRS. BURCHELLS TO CROWN AGENTS.

5, The Sanctuary,  
Westminster, S.W.1  
4th December, 1937.

Gentlemen,

Udall Concession.

With further reference to your letter of the 25th ultimo, the extension of the periods mentioned in Clauses 3, 7, and 9 of the original Agreement of the 1st October, 1934, as amended respectively by Clause 1 (a), (b) and (c), of the Memorandum of Agreement of the 31st August, 1936, has made it desirable to alter, to some extent, the form of the Supplemental Agreement which we are in the course of preparing. We have accordingly prepared a fresh draft and enclose the same, in triplicate, for your approval.

We are sending further copies to Messrs. Harrison Sugden and Co. for approval on behalf of their clients.

We are, etc.,  
(sgd) Burchells.

THIS AGREEMENT is made the  
day of One thousand nine hundred and thirty-  
BETWEEN THE CROWN AGENTS FOR THE COLONIES  
of No. 4 Millbank in the City of Westminster (hereinafter  
called "the Crown Agents" which expression shall include  
the Crown Agents for the Colonies for the time being)  
acting for and on behalf of THE GOVERNOR OF THE COLONY AND  
PROTECTORATE OF KENYA (hereinafter called "the Governor"  
which expression shall include the Governor of the said  
Colony and Protectorate of Kenya for the time being) of  
the first part CHARLES UDALL of  
Electrical Engineer of the second part and DANIEL OWEN  
TWISS of The Inchi Salcombe in the County of Devon  
Physician and Surgeon of the third part SUPPLEMENTAL  
to an Agreement (hereinafter referred to as "the Principal  
Deed") dated the first day of October One thousand nine  
hundred and thirty four and made between Sir Joseph  
Aloysius Byrne the then Governor and Commander-in-Chief  
of the Colony and Protectorate of Kenya of the first part  
the said Charles Udall of the second part and Sandys  
Macaskie of the third part whereby the said Charles Udall



agreed to sell and the said Sandys Macaskie agreed to buy  
(a) a Concession dated the sixteenth day of June One  
thousand nine hundred and thirty two authorising the  
said Charles Udall to extract bamboo from an area of  
approximately 46,000 acres in the Colony of Kenya for  
the purpose of converting the same into pulp and (b) all  
the right of the said Charles Udall to a lease of an area  
of 200 acres or thereabouts at Tave in the said Colony  
And the said Sandys Macaskie also agreed to use his best  
endeavours to cause a company to be formed in Great  
Britain having for its objects amongst other things the  
acquisition and working of the said Concession and the  
acquisition of the said Lease

WHEREAS :-

- (1) By an Agreement dated the thirty first day of  
August One thousand nine hundred and thirty six endorsed  
on the Principal Deed and made between the same parties  
as were parties to the Principal Deed certain alterations  
were effected in the dates mentioned in Clauses 3, 7 and  
9 of the Principal Deed.
- (2) The said Sandys Macaskie died on the fourth day of  
November One thousand nine hundred and thirty six without

having formed the said company referred to in the  
Principal Deed.

(5) The said Charles Wall being desirous of appointing  
the said Daniel Owen Twining to be the Trustee of the  
Principal Deed in the place of the said Sandys Macaskie  
deceased has applied to the Governor for his permission  
so to do and the Governor has authorized the Crown Agents  
to enter into these presents on his behalf in manner  
hereinafter appearing.

N O W in consideration of the premises THIS DEED  
WITNESSETH as follows :-

1. THE said Agreement dated the thirty-first day of  
August One thousand nine hundred and thirty six is hereby  
cancelled.

2. THE said Charles Wall hereby declares and warrants  
to the Governor and the said Daniel Owen Twining as one  
of the Executors of the Will of the said Sandys Macaskie  
hereby confirms that the said Sandys Macaskie had not up  
to the date of his death formed the proposed Company and  
that no right or interest in the Concession or the Lease  
referred to in the Principal Deed ever became vested in the  
said Sandys Macaskie beneficially or formed part of his

estate and that he held the rights and interests (if any) conferred by the Principal Deed as trustee for the said Charles Udall pending the formation of the proposed Company.

3. IN consideration of the foregoing warranty the Crown Agents hereby consent and it is hereby agreed and declared that as from the date of these presents the Principal Deed shall be varied and read and construed as though

(a) The name of the said Daniel Owen Twining had originally been written therein instead of the name of the said Sandy Macaskie and as if the expression "the Trustee" therein had designated the said Daniel Owen Twining.

(b) In Clause 3 thereof the words "on or before the fifteenth day of June One thousand nine hundred and thirty eight" had originally been written therein instead of the words "on or before the thirty first day of May One thousand nine hundred and thirty five".

(c) In Clause 7 thereof the words "on or before the fifteenth day of June One thousand nine hundred and thirty eight" had originally been written therein instead of the

words "before the thirty first day of December One thousand nine hundred and thirty five".

(d) In Clause 9 thereof the words "on or before the fifteenth day of June One thousand nine hundred and thirty eight" had originally been written therein instead of the words "before the thirty first day of August One thousand nine hundred and thirty five".

4. IN the License scheduled to the Principal Deed clauses 4 and 5 thereof shall be respectively read and construed as though the date for the completion of a factory and subsidiary buildings for the manufacture of pulp and ~~the date for commencing and effecting substantial operations thereunder had been fixed as on or before the said fifteenth day of June One thousand nine hundred and thirty eight.~~

5. ~~SAVE~~ as by these presents expressly varied the Principal Deed shall remain in full force and effect.

6. ~~NEITHER~~ the Crown Agents nor the Governor shall be in anywise personally bound or liable for any default or omission in the observance or performance of any of the acts matters or things herein contained.

IN WITNESS whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.



O/Kenya 61.

THE CROWN AGENTS FOR THE COLONIES  
(ON BEHALF OF THE GOVERNOR OF KENYA)

- and -

DANIEL OWEN TWINING ESQ. & ANOTHER.

Draft.

SUPPLEMENTAL AGREEMENT

Burchells,

5 The Sanctuary,

Westminster,

S.W.1.

O/Kenya 61.

THE CROWN AGENTS FOR THE COLONIES  
(ON BEHALF OF THE GOVERNOR OF KENYA)

- and -

DANIEL OWEN TWINING ESQ. & ANOTHER.

Draft.

SUPPLEMENTAL AGREEMENT

Burchells,

5 The Sanctuary,

Westminster,

S.W.1.

O/Kenya 61.

THE CROWN AGENTS FOR THE COLONIES  
(ON BEHALF OF THE GOVERNOR OF KENYA)

- and -

DANIEL OWEN TWINING ESQ. & ANOTHER.

Draft.

SUPPLEMENTAL AGREEMENT

Burchells,

5 The Sanctuary,

Westminster,

S.W.1.

4.12.37.



C. O.

Mr. Flood. 11/11/37. f.

Mr.

Mr.

Sir H. Moore.

Sir G. Tomlinson.

Sir C. Bottomley.

Sir J. Shuckburgh.

Perms. U.S. of S.

Parly. U.S. of S.

Secretary of State.

25

48

23 November, 1937.

Sir,

I have etc. to refer to

my Confidential despatch of the 31st of July on the subject of Mr. Udall's bamboo concession, and to inform you that the new Supplementary Agreement to appoint Dr. Twining as Trustee in place of the late Mr. Macaskie is now in <sup>in execution</sup> course of being engrossed. It has been represented to me, however,

that it would be convenient to all

parties if the date of <sup>in clause 3, 7, & 9</sup> expiration

~~of the main Agreement were made to coincide with the date on which the concession granted to Mr. Udall expires, namely the 15th of June, 1938.~~

coincide with the date on which the concession granted to Mr. Udall expires, namely the 15th of June, 1938.

DRAFT.

KENYA.

CONFIDENTIAL.

Governor.

30

FURTHER ACTION.

48

C. O.

Mr. Flood. 17/11/37. f.

Mr.

Mr.

Sir H. Moore.

Sir G. Tomlinson.

Sir C. Bottomley.

Sir J. Shuckburgh.

Permu. U.S. of S.

Parly. U.S. of S.

Secretary of State.

844

23. November, 1937.

Sir,

DRAFT.

KENYA.

(30)

CONFIDENTIAL.

Gövernör.

I have etc. to refer to my Confidential despatch of the 31st of July on the subject of Mr. Udall's bamboo concession, and to inform you that the new Supplementary Agreement to appoint Dr. Twining as Trustee in place of the late Mr. Macaskie is now in <sup>in execution.</sup> course of being engrossed. It has been represented to me, however, that it would be convenient to all parties if the dates <sup>in clauses 3, 7, & 9</sup> of expiration <sup>of the</sup> ~~of the~~ main Agreement were made to coincide with the date on which the concession granted to Mr. Udall expires, namely the 15th of June, 1938.

**FURTHER ACTION.**

as amended by change 1604/1061/17 to Annex 1 of the main Agreement of 1936.

I assure that you will have no objection. I have accordingly authorized the Crown Agents for the Colonies to have a clause inserted in the Supplementary Agreement to give effect to this extending it to the date in question.

2. I have not received any definite information as to the progress of the financial and commercial arrangements for the development of the concession, but I am given to understand that matters are proceeding in a more satisfactory manner than in the past. I understand that it is possible that a revised project on a smaller scale involving less capital may be submitted for consideration.

I have, etc.

(Signed) W. ORMSBY GORE.

C. D.  
R 18 NOV 1937  
D 20

Mr. Flood. 17/11/37.

Mr. Dumas. Please see my minute.

Mr.

Sir H. Mogre.

Sir G. Tomlinson.

Sir C. Bottomley.

Sir J. Shuckburgh.

Perms. U.S. of S.

Parly. U.S. of S.

Secretary of State.

38030/37.

If this will be clear  
Please sign  
J.

J 18-11-37

23 22nd November, 1937.

**DRAFT.**

THE CROWN AGENTS  
FOR THE COLONIES.

33

FURTHER ACTION.

Gentlemen,  
With reference to your minute O/Kenya 61 of the 21st of October and connected correspondence in regard to the Udall bamboo concession in Kenya, I am etc. to inform you that he approves of the addition to the Supplementary Agreement <sup>of the clause set out in</sup> ~~now being drafted~~ <sup>Mr. Ormsby Gore's letter to you of the 18th</sup> ~~clause to extend its period until~~ <sup>of October. Mr. Ormsby Gore would also be</sup> ~~the 15th of June, 1938, the date on~~ <sup>that if you would instruct Messrs. Dumas</sup> ~~which the licence granted to Mr. Udall~~ <sup>to draft a further clause for insertion in</sup> ~~expires.~~ <sup>Reference to the date</sup> ~~the Supplementary Agreement extending the~~ <sup>periods mentioned</sup> ~~periods mentioned~~ <sup>appears</sup> in Clauses 3, 7, and 9 of the original Agreement of the 1st of October, 1934, <sup>as amended in</sup> ~~and the date in~~ <sup>by clause 1(a)(1)(c) of the Memorandum</sup> ~~of Agreement of the 31st of August 1936, 30~~

so to make them coincide with the date on  
which the concession granted to Mr. Udall expires,  
Supplementary Agreement of the 31st  
January, the 15th of June 1938.

It is not desired that the  
new Agreement should extend the <sup>periods</sup> ~~term~~ in provision  
beyond the 15th of June next.

When this has been done I am to  
request you to proceed to transmit the  
Supplementary Agreement signed  
for execution

Yours, etc

(Signed) J. E. W. FLOOD

C. O.

38030/37.

Mr. Flood. 17/11/37.

Mr.

Mr.

Sir H. Moore.

Sir G. Tomlinson.

Sir C. Bottomley.

Sir J. Shuckburgh.

Parly. U.S. of S.

Parly. U.S. of S.

Secretary of State.

For Mr. Flood's signature.

22<sup>nd</sup> November, 1937.

**DRAFT.**

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

Dear Colonel Jervis,

Thank you for your  
letter of the 10th of November.  
We have now given authority for  
the extension of the ~~term~~ <sup>periods</sup> of the  
Supplementary Agreement to the  
15th of June, 1938, the date on which  
the licence concession granted to  
Mr. Udall expires. The Government  
of Kenya is being informed  
accordingly.

Yours sincerely,

(Signed) J. E. W. FLOOD

FURTHER ACTION.

periods mentioned in clauses  
3, 7, & 9 of the original Agreement  
(as amended by the Memorandum  
of Agreement of 1936)

**HITCHINS, JERVIS & PARTNERS**

CONSULTING ENGINEERS

CHARLES F. HITCHINS, D.S.O., M.I.MECH.E., M.I.N.A.  
B. C. LOCKHART-JERVIS, D.S.O., M.I.MECH.E., M.I.MECH.E., M.I.E.E.  
L. S. SWINNERTON OYER, A.M.I.MECH.E.

TELEPHONE: WHITEHALL 4110 (5 LINES)  
TELEGRAMS: JERVINA, LONDON  
CODES: A.B.D. 8th EDITION, BENTLEY'S AND PRIVATE

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

Ref: J...

PRIVATE

J. E. W. ...  
C. ...  
Downing Street



SUPPLEMENTARY AGREEMENT

In confirmation of my talk with you yesterday  
I am setting out below what we are anxious  
to achieve for and on behalf of Mr Udall.

The Supplementary Agreement appointing Dr.  
Twining as Trustee in place of Mr Macaskie (deceased)  
now being engrossed by Messrs Burchells should be, if  
possible extended to the 15th June 1938 which is the same  
date on which the Licence Concession granted to Mr Udall  
expires. Can you arrange this matter so that these two  
dates coincide viz. the Supplementary Agreement and  
Concession both expire on the 15th June 1938?

Yours sincerely,

*Hand 46*

88030/37. Kenya.

C. O.

- Mr. Paskin. 2/11/37.
- Mr. Flood 2-11/37
- Mr.
- Sir H. Moore
- Sir G. Tomlinson
- Sir C. Rottomley
- Sir J. Shackburgh
- Perms. U.S. of S.
- Parly. U.S. of S.
- Secretary of State

Serial 10001 for Mr. Flood's signature.

5<sup>th</sup> November, 1937

**DRAFT.**

COLONEL B. G. LOCKHART-JARVIS,  
D.S.O.

(27)

Dear Colonel Jarvis

With reference to my letter of the 29th of May about the Udall bamboo concession in Kenya, we understand that the draft of the new Supplementary Agreement to appoint Dr. Twining as Trustee in the place of Mr. Macaskie, is now practically complete.

It has, however, occurred to us that as the period within which a company has to be formed as prescribed in the Supplementary Agreement of the 31st of August, 1936) expires on the 31st of December (i.e. within two months)

**FURTHER ACTION.**

4  
11  
C  
14 -

you may wish a further clause to  
be inserted in the new Agreement,  
to extend this period. Perhaps you  
will be good enough to let me know  
as soon as possible what you would  
like done about it. I ought to  
mention, however, that if you wish  
the period extended beyond the 15th of  
June, 1938, i.e. the date on which  
Mr. Udall's licence expires, it would  
be necessary also to extend that licence  
for a further period, and that this to be done  
in Kenya

Yours sincerely,

C. O.

Mr. Paskin. 11/37.

Mr. Frew 2/11 atone

Mr.

Mr H. Moore.

Mr G. Tomlinson.

Mr C. Bottomley.

Mr J. Shuckburgh.

Permt. U.S. of S.

Partly. U.S. of S.

Secretary of State.

**DRAFT.**

C. A.

**FURTHER ACTION.**

"O" Department,  
Crown Agents.  
  
With reference to your  
minute (O/Kenya 90) of the 21st of  
October in regard to the Udall  
bamboo concession, we agree to the  
inclusion in the Agreement of a  
paragraph on the lines of that  
suggested by Messrs. Burdett's  
however, the date within which a  
Company has to be formed expires on  
the 31st of December (i.e. within  
two months) we are asking  
Colonel Jarvis whether they would wish  
a further clause to be inserted in  
the new Supplementary Agreement to  
extend this period. If they want  
to extend it beyond the 15th of  
June, 1938, the date on which  
Mr. Udall's licence expires, all  
of

of course also be necessary to  
extend that licence for a further  
period.

In the circumstances, the  
Agreement should not be engrossed  
for execution until we have had  
Colonel Jervis's reply.

Signed: W. FLOOF

5<sup>th</sup> November, 1937.



of course also be necessary to  
extend that licence for a further  
period.

In the circumstances, the  
Agreement should not be engrossed  
for execution until we have had  
Colonel Jervis's reply.

Signed J. E. W. FLOOD

5<sup>th</sup> November, 1937.

RECORDED  
22 7  
C. O. REGY

J.E.W.Flood. Esq., C.M.G.  
COLONIAL OFFICE.

39

18.10.37.

revised 4/4

With reference to your minute of the  
4th October, No. 38030/37, about the Udall Bamboo  
Concession in Kenya, I enclose a copy of a letter  
from Burchells regarding the extension of Mr. Udall's  
licence. The suggestion made seems appropriate, and  
if you agree we will proceed with the completion of  
the matter.

*J.E.W. Flood*

Colonial Department  
Crown Agents.

1st October, 1937.

42

RECEIVED  
22 7  
C. O. REGY

J.E.W.Flood. Esq., C.M.G.  
COLONIAL OFFICE.

39

18.10.37.

revised 4/4

With reference to your minute of the 4th October, No. 38030/37, about the Udall Bamboo Concession in Kenya, I enclose a copy of a letter from Burchells regarding the extension of Mr. Udall's licence. The suggestion made seems appropriate, and if you agree we will proceed with the completion of the matter.

*J.E.W. Flood*

"O" Department,  
Agents,  
21st October, 1937.

The Secretary,  
Kenya

18th October 1937.

Gentlemen:

Timber Concession.

With reference to our letter of the 7th instant, and its enclosures, we think that some reference to the extension of Mr. Udall's Licence should be made in the new Agreement as it is scheduled to the first of the Principal Deeds which, in the new Agreement, are expressed to remain in full force and effect, save as thereto varied. We suggest the following Clause should be inserted after Clause 2:-

"1. In the Licence scheduled to the said Agreement dated the 1st day of October 1934, clauses 4 and 6 thereof shall be respectively read and construed as though the date for the completion of a factory and subsidiary buildings for the manufacture of pulp and the date for commencing and effecting substantial operations thereunder had been fixed as on or before the 15th day of June 1936"

2. On hearing that you agree, we will have the document engrossed for execution.

We are etc.,

(Sgd)

Burchell

The Crown Agents for the Colonies,  
4, Millbank,  
S.W.1.

6th October, 1937.

Dear Mr. Udall,

I have your letter of the 4th of October, and I think that there must be some mistake. The solicitors Harrison Sugden and Company recently asked Burchells about extending the date of your licence to the 15th of June, 1938. We have, of course, replied that your licence does run up to that date as it is, in view of the letter sent to you by the Conservator of Forests in Kenya, and Colonel Jervis was so informed in a letter from the Colonial Secretary of Kenya, dated the 2nd of July, 1936.

It may be that the solicitors are thinking of something else, but so far as the licence to you is concerned, I don't see that there is any room for doubt.

A new Agreement to replace the one in which the late Mr. Macaskie was involved is in preparation.

Yours sincerely,

J. G. W. F.

CHARLES UDALL, ESQ.

6th October, 1937

Dear Mr. Udall,

I have your letter of the 4th of October, and I think that there must be some mistake. The solicitors Harrison Sugden and Company recently asked Burchells about extending the date of your licence to the 15th of June, 1938. We have, of course, replied that your licence does run up to that date as it is, in view of the letter sent to you by the Commissioner of Forests in Kenya, and Colonel Jarvis was so informed in a letter from the Colonial Secretary of Kenya, dated the 2nd of July, 1936.

It may be that the solicitors are thinking of something else, but so far as the licence to you is concerned, I don't see that there is any room for doubt.

A new Agreement to replace the one in which the late Mr. Radaskie was involved is in preparation.

Yours sincerely,

J. G. W. F.

CHARLES UDALL, ESQ.

110

W. Flood Esq  
Colonel Office  
Downing St

16 Strand St  
Marylebone  
London W.1  
11th 1937

RECEIVED  
11/11/37  
C.O.P.

Dear Mr Flood

I am sorry much perturbed about  
communication from Harro that was given to P. J. J. J.  
to the effect that the above land was given to me on  
31st 1937 I have understood to it a long time ago  
I am sure it will have arisen but I have been  
unable to get any real facts except to say that  
the matter was not set up. I shall therefore be  
obliged if you will give me an explanation as to  
this question has arisen. I have a copy of your  
letter to Col Jervis dated March 17 1936 telling  
me that the license had been extracted for  
further ground in 1936. The inventor of  
forests in my area wrote on the 26th June 1936  
notifying me that the license had been extracted  
to June 13th 1938 and a year or two ago he stated on  
behalf of the Government in Legislative Council that  
the license had been extracted to the date given

38030/36

above this appeared in the same issue. I am astonished  
at a loss to find how any suggestion of its removal  
expiring in Dec. 1934 could have arisen as I have  
had no further communication since the time when  
I furnished you in June 1936, in relation of its early  
I should be grateful if you would let me have an  
copy.

Regarding the document taken at the apartment  
of King at Washington myself for the collection of  
the USA this was returned to you months ago on  
the death of Mr. Haas for some alternative I  
should be glad to know what has happened  
to this

Yours Truly,  
Chas. McCall



116 2124

36030/37

Mr. Blamfield,  
Crown Agents.

With reference to your minute of the 26th of September about the Udall Bamboo Concession in Kenya, there appears to be some mistake. The term of Mr. Udall's license has already been extended to the 15th of June, 1938 and Colonel Jervis was so informed in a letter from the Colonial Secretary of Kenya, dated the 2nd of July, 1936. I enclose herewith copies of correspondence between Colonel Jervis and the Colonial Secretary and of the letter addressed to Mr. Udall by the Conservator of Forests extending the period of lease up to the 15th of June, 1938.

It may be that the solicitors are thinking of some other clauses in the agreement, but this date is perfectly clear.

1000  
10th October . 1937.

38

RECEIVED  
25 SEP 1937  
C. O. REGY

EAST AFRICAN DEPARTMENT.  
COLONIAL OFFICE.

34

Ans. 89

With further reference to your minute No. 38030/37 of the 4th September in connection with the Udall Bamboo Concession, Kenya, we are informed by Messrs. Burchells that they have received a letter from Messrs. Harrison Suggen & Co. in which the latter ask that the date for the expiry of the extension of the licence to Mr. Udall should be the 15th June 1938. Will you please let us know whether there is any objection to this proposal ?

*F. C. Blunfield*

"O" Department,  
Crown Agents' Office.  
24th September, 1937.

The East African Department.  
COLONIAL OFFICE,  
S.W.1.

RECEIVED  
11 SEP 1937  
C.O.F.

10.9.37.

With reference to your minute 3095/277 of the 4th September regarding the Agreement for the appointment of a new Trustee in connection with the Udall bamboo concession, Kenya. I attach a copy of a letter now received from Messrs. Burchells from which we conclude that the question has been raised of an extension of the time referred to in your official letter of the 6th May, and that in the meantime the conclusion of the agreement is likely to be in abeyance.

"O" Department  
Crown Agents for the Colonies  
4th September 1937

COPY OF LETTER FROM MESSRS. BURCHELLS,

CROWN AGENTS.

5, The Sanctuary,  
Westminster, S.W. 1.

10th September, 1937.

Gentlemen,

Bill Concession.

We thank you for your letter of yesterday telling us that the draft has now been approved by the Colonial Office, and are so advising Mr. Harrison.

We gather from information which we have received from him that Colonel Jervis has been in touch with the Colonial Office with a view to getting an extension of the time referred to in some of the articles in the draft Agreement. We will keep Mr. Harrison informed and let us know how the matter stands.

We are,

Gentlemen,

Your obedient servants,

(Sgd.) ?

*P. 10/11*

*Granted under Kenya Forest Dept. 1961/57*

STATEMENT RELATING TO A LICENCE GRANTED  
TO CUT BAMBOO FOR THE MANUFACTURE OF  
PAPER PULP.

1. In 1950, after due public advertisement, a licence was issued to Mr. Charles Gadi for the manufacture of paper pulp, over an area of 1000 acres. The licence was issued on the following conditions. The licence agreement was made on the 15th June, 1938.
2. The conditions include the payment of a Government minimum annual licence fee and royalty on pulp. There are clauses to ensure early start of the work and diligence in pursuing it. The original period for which the licence was to become void if the licensee should fail to commence and effect substantial operations in the terms of the licence was extended and now stands as the 15th June, 1938.
3. It is stipulated that the area shall be divided into compartments and that cutting shall proceed systematically according to a plan laid down by the Conservator of Forests in consultation with the licensees. No area is to be cut over more often than once in 15 years, unless the Conservator of Forests decides that a reduction of the period is justified.
4. No rights other than those of cutting bamboo are given, but the Forest Department will sell fuel, poles and other produce to the licensees if it may be needed for the purpose of the licence, from forest areas as conveniently accessible.

possible results of the licence stipulated that the licensee should have full access to the river and a right of passage in the matter of fishing and other matters under the licence. It is to be noted that the licence is to be subject to the reservation of the Conservator of Forests and his full power to close such a river and cultivators are to be allowed necessary for different purposes.

5. Further clauses prohibit the pollution of rivers by factory effluents and provide for the cancellation of the licence in the event of any breach of the conditions.

6. With reference to apprehensions which have been expressed as to the possible effects of cutting operations in this area, the opportunity is taken of stating that the Government is satisfied that the operation of the licence will not have any detrimental effects, in so far as or upon the flow of the rivers below the dam, and is prepared to give complete assurance that the licence area will not be allowed to be inundated if adequate cover.

*No dupl*

RECEIVED  
23 AUG 1937  
C.O.F.

East African Department,  
COLONIAL OFFICE.

*32*

19.8.37

*Consd.*

With reference to your official letter 38030/37 of the 17th August regarding the Udall bamboo concession, Kenya, I transmit a copy of a letter from Burchells from which you will see it is now noticed that an error occurred in line 4 of page 2 of the draft Agreement, where the words "Sandys Macaskie" should read "Charles Udall". We shall be glad to know that you concur in the necessary alteration being made.

*J. S. Bampflett*

"O" Department,  
Crown Agents' Office,

21st August, 1937.

O/Kenya 61

COPY OF LETTER FROM MESSRS. BURCHELLS, TO CROWN AGENTS.

5, The Sanctuary,  
Westminster, S.W.1.

14th August, 1937.

Gentlemen,

Udall Concession.

On referring to the draft Agreement which has been approved by Messrs. Harrison Sugden and Co. and was forwarded to you on the 27th ultimo, we find that there is an error in the reference to the Agreements dated the 30th October 1934 and the 31st August 1936. The words "Charles Udall" in line 4 of page 2 should read "Charles Udall". We should be much obliged if you would make the necessary amendments in your copies of the draft.

We are, Gentlemen,

Your obedient servants,

Ed. J. Burchells



C. O.

- Mrs. Lawara 10/1/37
- Mr. Whitcombe 1/1/37
- Mr.
- Sir Parkanson
- Sir G. Tomlinson
- Sir Bottomley
- Sir J. Shuckburgh
- Permt. U.S. of S.
- Party. U.S. of S.
- Secretary of State



August 1937

DRAFT.

known agents for  
the colonies

... is to acknowledge  
 the receipt of your letter of the  
 30th of July regarding the tidall  
 timber concession, Kenya, and  
 to inform you that he approves  
 of your entering into the  
 Agreement, signed & approved  
 by which the gift accompanied the  
 Dr. D. Swinney as Trustee in  
 place of Mr. Macachie

**FURTHER ACTION.**

I am etc

C. O.

Mr. Luard 10/1/33

Mr. Whitecombe 11/4

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.

*J.S.*

*JS*

C.D.  
11 AUG  
15

August 1933

~~11~~ 4-11-1933

**DRAFT.**

Brown Agents for  
the colonies

am in to acknowledge

(O/Karaya 6)

The receipt of your letter of the  
30th of July regarding the small  
bamboo concession Kenya, and  
to inform you that he approves  
of your entering into the  
Agreement, ~~which is also accompanied by the~~  
required to approve.  
Dr. D. Turing as Trustee in  
place of Mr. Macaskie.  
I am etc

FURTHER ACTION.

W H  
B-1  
Communications on this subject should be addressed to:

THE UNDER SECRETARY OF STATE  
COLONIAL OFFICE,  
LONDON, S.W. 1



O.D.  
R  
D  
13

Doc 100  
August, 1946  
O.D.  
R  
D

and the following  
Number quoted 38030, 32

Sir,  
I am directed to inform you that I have  
acknowledge the receipt of your letter of the 21st of the  
21st of the month, and in reply to inform you that the  
draft accompanying your letter, to  
appoint Dr. [Name] as Trustee in place of [Name],  
is approved and is hereby approved into the  
agreement, on which the draft accompanied your letter, to  
appoint Dr. [Name] as Trustee in place of [Name].

I am,

Gentlemen,

Your most obedient servant,

Two copies of the agreement are being supplied to the Office.

(Signed) E. W. FLOOD



504

ALL COMMUNICATIONS  
TO BE ADDRESSED TO THE  
CROWN AGENTS FOR THE COLONIES.  
THE FOLLOWING REFERENCE AND THE  
DATE OF THIS LETTER BEING QUOTED

o/Kenya 61.

4, MILLBANK,

LONDON, S.W.1.

TELEGRAMS: "CROWN, LONDON".  
TELEPHONE: VICTORIA 772.

RECEIVED  
31 JUL 1937  
C.O. REGY

30th July, 1937.

Sir,

(20) (23)  
C.O. 501

With reference to your letters, No. 38030/37 of  
the 14th April and 6th May, and subsequent semi-official  
correspondence, regarding the Udall bamboo concession, Kenya,  
I have the honour to transmit Messrs. Burchells' draft of  
the Agreement required to appoint Dr. D. Twining as Trustee  
in the place of Mr. Macaskie. Messrs. Burchells state  
that this draft is as approved by Messrs. Harrison Sugden &  
Co., and I have to enquire whether the Secretary of State  
approves of our entering into the Agreement accordingly.

I have the honour to be,

Sir,

Your obedient Servant,

for CROWN AGENTS

The Under Secretary of State,  
COLONIAL OFFICE

THIS AGREEMENT is made the  
day of 1937 BETWEEN THE CROWN AGENTS FOR  
THE COLONIES of No. 4 Millbank in the City of Westminster  
(hereinafter called "the Crown Agents" which expression shall  
include the Crown Agents for the Colonies for the time being)  
acting for and on behalf of THE GOVERNOR OF THE COLONY AND  
PROTECTORATE OF KENYA (hereinafter called "the Governor"  
which expression shall include the Governor of the said Colony  
and Protectorate of Kenya for the time being) of the first part  
CHARLES UDALL of

Electrical Engineer of the second part and DANIEL JOHN TOWNSEND  
of The Knoll Salcombe in the County of Devon Physician and  
Surgeon of the third part SUPPLEMENTAL to

(a) An Agreement dated the 1st day of October 1934 and made  
between Sir Joseph Aloysius Byrne the then Governor and  
Commander-in-Chief of the Colony and Protectorate of Kenya  
of the first part the said Charles Udall of the second part  
and Sandya Macaskie of the third part and

(b) An Agreement dated the 31st day of August 1936 endorsed  
on the before-mentioned Agreement of the 1st day of October  
1934 and made between the same parties as were parties thereto

(hereinafter together referred to as "the Principal Deeds")  
whereby the said Charles Udall agreed to sell and the said  
Sandys Macaskie agreed to buy (a) a Concession dated the 16th  
day of June 1952 authorising the said Sandys Macaskie to  
extract bamboo from an area of approximately 46,000 acres in  
the Colony of Kenya for the purpose of converting the same  
into pulp and (b) all the right of the said Charles Udall to  
a Lease of an Area of 200 acres or thereabouts at Teve in  
the said Colony and the said Sandys Macaskie also agreed to  
use his best endeavours to cause a company to be formed in  
Great Britain having for its objects amongst other things  
the acquisition and working of the said concession and the  
acquisition of the said Lease

W H E R E A S :

- (1) The said Sandys Macaskie died on the 4th day of  
November 1956 without having formed the said company  
referred to in the Principal Deeds.
- (2) The said Charles Udall being desirous of appointing the  
said Daniel Ogan Twining to be the Trustee of the Principal  
Deeds in the place of the said Sandys Macaskie deceased has  
applied to the Governor for his permission so to do and the

Governor has authorized the Crown Agents to enter into these presents on his behalf in manner hereinafter appearing.

N O W in consideration of the premises THIS DEED WITNESSETH as follows :

1. THE said Charles Udall hereby declares and warrants to the Governor and the said Daniel Owen Twining as one of the Executors of the Will of the said Sandys Maesackie hereby confirms that the said Sandys Maesackie had not up to the date of his death formed the proposed Company and that no right or interest in the Concession or the Lease referred to in the Principal Deeds ever became vested in the said Sandys Maesackie beneficially or formed part of his estate and that he held the rights and interests (if any) conferred by the Principal Deeds as trustee for the said Charles Udall pending the formation of the proposed Company.

2. IN consideration of the foregoing warranty the Crown Agents hereby consent that as from the date of these presents the Principal Deeds shall be read and construed as though the name of the said Daniel Owen Twining had originally been written therein instead of the name of the said Sandys Maesackie and as if the expression "The Trustee" therein had

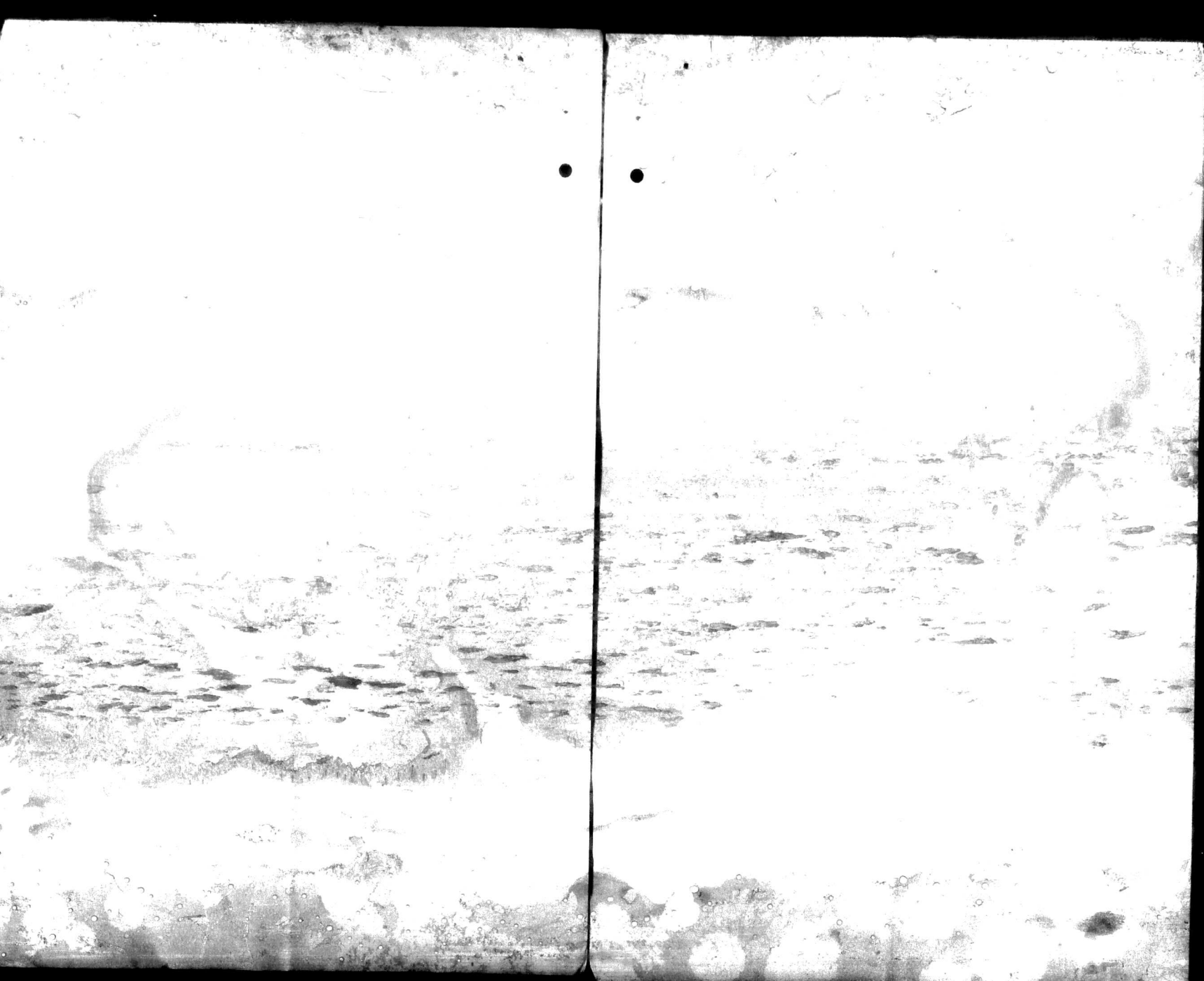
designated the said Daniel Owen Twining.

3. SAVE as by these presents expressly varied the Principal Deeds shall remain in full force and effect.

4. NEITHER the Crown Agents nor the Governor shall be in anywise personally bound or liable for any default or omission in the observance or performance of any of the acts matters or things herein contained.

IN WITNESS whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.





DATED

1937

THE CROWN AGENTS FOR THE COLONIES.  
(ON BEHALF OF THE GOVERNOR OF KENYA)

- and -

DANIEL OWEN TWINING ESQ. & ANOTHER.

Draft.

SUPPLEMENTAL AGREEMENT

Burchells,

5 The Sanctuary,

Westminster,

S.W.1.

DATED

1937

THE CROWN AGENTS FOR THE COLONIES.  
(ON BEHALF OF THE GOVERNOR OF KENYA)

- and -

DANIEL OWEN TWINING ESQ. & ANOTHER

Draft

SUPPLEMENTAL AGREEMENT

Burchells,

5 The Sanctuary,

Westminster,

S.W.1.

28

O/Kenya 61.

RE - n  
6 - JUL 1937  
C.C.

East African Department,  
Colonial Office

25

With reference to a minute of the 28th of May  
1937/37, and a letter of the 28th of May from Messrs. Burchells  
regarding the appointment of the new trustee in connection  
with the Bamba concession.

We will let you know in due course what further  
transpires.

*H. James*  
" " Department,  
Crown Agents' Office,

5th July, 1937.

3 52  
25

O/Kenya 61.

RC  
6-JUL 1937  
C.L.

East-African Department,  
Colonial Office

25.

With reference to your letter of the 21st ult. (No. 38030/37), we enclose herewith a copy of the report of the Commission regarding the appointment of the new Director of Education with the view to his resignation.

We will let you know the course and further transpires.

Department,  
Crown Agents' Office

5th July, 1937.

x  
M.

CA

of Kenya 01.

COPY OF LETTER FROM MR. JRS. BURCHELLS TO

5, The Sanctuary,  
Westminster,  
London, W.C.2.

30th June, 1954

Dear Sir,

Udall Concession.

Referring to our letter of yesterday and  
discussion this afternoon with Mr. Sedgwick, the po  
matter to be discussed.

Under the Deed of 1st October 1949, the  
Messrs. Macaskie were appointed a trustee for a C  
and it was intended to form for the purpose of tak  
exploiting the Concession granted to Mr. Udall  
the right of Mr. Udall to the Lease of an area  
at Lake Tsarvo.

Mr. Macaskie was a solicitor in Salcombe  
Devon and, apparently, when the Deed was made  
Kenya no definite information was  
parties interested who would promote the  
Mr. Macaskie was to be the trustee and it is fairly  
obvious that a gentleman practising in Salcombe would not  
naturally think of acting as trustee in Kenya.

We have no knowledge of what steps may have been  
taken with a view to forming a company and, so far, it  
has not been formed. It is quite obvious that a Medical  
gentleman practising in Salcombe is in no better a position to  
promote a Company than the late Mr. Macaskie. We therefore,  
took up this point with Mr. Harrison pointing out that unless  
there was some reasonable prospect of the Company being  
formed before the expiration of the extended period, the  
proposed new Agreement was merely a waste of money.  
Mr. Harrison appreciated this point and the matter  
remained in abeyance for some weeks whilst he was looking

int. matter, and he has requested to send him the  
draft of the Agreement and to bring Dr. Twining for  
Mr. Vasek, which we have we hope before very long  
to meet him, discuss the whole situation and ascertain  
whether or not it is the wish of Mr. Udall that  
Dr. Twining should be appointed or some other person, as  
to the steps to be taken for the promotion of the  
Company which, as Mr. Harrison agrees, is the crux  
of the whole matter.

We are,

Gentlemen, (etc.)

(sgd.)

A

Dear Colonel Jervis,

Thank you for your letter of the 10th of May. The position is that the solicitors to the Crown Agents for the Colonies are being instructed to prepare the new agreement and they are getting on well with this. I cannot say who will sign it because each agreement is usually signed for and on behalf of the Crown Agents and need not necessarily be signed by the Senior Crown Agent or any of the three in person, but that does not matter.

Burchells will be about to be communicating with Harvisey, Sugden and Company in due course.

Yours sincerely,

COLONEL B.C. LOCKHART JERVIS, D.S.O.



HITCHINS, JERVIS & PARTNERS

CHARTERED CONSULTING ENGINEERS

CHARLES F. HITCHINS, B.Sc. (MINE), D. MINING  
B. C. LOCKHART, JERVIS, D.S.O., MINE, D.E. (MINE), M.I.E.E.  
L. S. SWINNERTON DYER, A.M.I.E.E.  
IN ASSOCIATION WITH  
PROFESSOR G. V. LOMONOSOFF, D.Sc., F.R.S., F.I.C.S.  
C. A. J. ELPHINSTON, B.Sc., M.I.E.E., F.I.C.S.  
GEORGE LOMONOSOFF  
TELEPHONE: WHITEHALL, 4, 1015 (LINES)  
TELEGRAMS: JERVIS, LONDON  
COOPER, 1 & 2, 57, SOUTH BARKER, LONDON

William House  
Central Buildings  
Westminster  
London S.W.1

1/0

12th Jan 1917

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

Dear Mr. Flood

MINA LICENSE AGREEMENT

You may recd. my letters of 1st and 2nd February and 10th March last.

Since I returned from India I have communicated with Messrs Harrison, Sugden & Co. and have today received a letter which contains the following:-

"I quite agree with Mr. Flood that it would save time and will be quite in order for the new Agreement to be entered into by the Crown Agents for the Colonies acting for the Government of Kenya."

In view of this would you now instruct Burchells to proceed with the matter and draw up a new License Agreement.

Can you let me know whether it has been agreed with the chief Crown Agent that he shall sign for and on behalf of the Governor of Kenya?

Yours sincerely,

*B. Jervis*

(8) + (14)

*and 1/17*

U.S.G. JERVIS, ENGINEER, S.E. LONDON

O/Kenya 61.

57

24

East Africa Department,  
COLONIAL OFFICE.

RECEIVED  
21 MAY 1937  
C. O. REGY

23

With reference to your official letter of the 6th May about Mr. Charles Udall's Bamboo Concession, Messrs. Burchells say, with regard to the decision that the cost of the new agreement will be borne by the Government of Kenya:

"We presume that this applies solely to the costs we are incurring on your behalf and not to those of Messrs. Harrison Sugden & Co. also"

Will you please say whether the assumption made by Burchells is correct.

*Mace*

"O" Department,  
CROWN AGENTS' OFFICE,  
20th May 1937

NR/VMcD

C. O.

Mr. Crossmith  
Mr. *Kuskin* 4/5/37  
Mr. *sf.*

*Ans'd (24) 5/2 (31)*  
*5*  
*59*

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,  
6 May, 1937.

Gentlemen,

**DRAFT.**

THE CROWN AGENTS  
FOR THE COLONIES

(22) receipt of your letter of the 21st April

(Reference O/Kenya 61) regarding the

agreement for the appointment of a

Trustee in connection with the bamboo  
concession in Kenya held by Mr. Charles  
Udall.

With regard to the first  
point on which Messrs. Burchells require  
further instructions, they should be  
informed that, unless Messrs. Harrison,

Sugden and Co. on behalf of the promoters  
ask for an extension, the period should  
remain as in Clause 1(c) of the existing  
supplemental Memorandum of Agreement,  
viz: "within two years from the first day  
of January, 1936". The reply to

FURTHER ACTION.

Messrs. Burchells' second point is that the  
costs of the new Agreement will be borne by  
the Government of Kenya ~~as in the case of the~~  
~~existing supplemental Memorandum of Agreement.~~

am, etc.

Signed J. C. FLOOD





22

ALL COMMUNICATIONS  
TO BE ADDRESSED TO THE  
CROWN AGENTS FOR THE COLONIES,  
FOLLOWING REFERENCE AND THE  
DATE OF THIS LETTER BEING QUOTED

*Dept - 246*

RECEIVED  
22 APR 1937  
O.O. REGD

0/Kenya 61.

4, MILLBANK,

TELEGRAMS: "CROWN, LONDON"  
TELEPHONE: VICTORIA 7730.

LONDON, S.W.1.

21st April 1937.

Sir,

20  
17

With reference to your letter No.38030/37 of the  
14th April, regarding an agreement for the appointment of a  
trustee in connection with the Bamboo Concession in Kenya held  
by Mr. Charles Udall, I have the honour to enclose a copy of a  
letter from Messrs Burchells, who were requested to prepare the  
necessary document. I have to enquire what reply should be made  
to Messrs Burchells.

19.4.37.

*Recd*

I have the honour to be,

Sir,

Your obedient servant,

*J. Hamond*

for CROWN AGENTS.

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

22



*Suppl. - 2498*

RECEIVED  
22 APR 1937  
O.O. REGD

ALL COMMUNICATIONS  
TO BE ADDRESSED TO THE  
CROWN AGENTS FOR THE COLONIES,  
THE FOLLOWING REFERENCE AND THE  
DATE OF THIS LETTER BEING QUOTED.

O/Kenya 61.

TELEGRAMS: "CROWN, LONDON"  
TELEPHONE: VICTORIA 7796

4, MILLBANK,

LONDON, S.W.1.

21st April 1937.

Sir,

20

19.4.37.

*Recd*

With reference to your letter No.38030/37 of the  
14th April, regarding an agreement for the appointment of a  
trustee in connection with the Bamboo Concession in Kenya held  
by Mr. Charles Udall, I have the honour to enclose a copy of a  
letter from Messrs Burchells, who were requested to prepare the  
necessary document. I have to enquire what reply should be made  
to Messrs Burchells.

I have the honour to be,

Sir,

Your obedient servant,

*J. L. ...*

for CROWN AGENTS.

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

JCL.

COPY OF LETTER FROM MESSRS BURCHELLS  
TO CROWN AGENTS.

5, The Sanctuary.

Westminster. S.W.1.

19th April 1937.

Gentlemen,

Government of Kenya - Udal Concession.

We thank you for your letter of Saturday with its enclosures and are arranging for a meeting with Messrs Harrison Sugden & Co. before preparing the draft of the new Deed.

2. There are just two points on which our instructions are not sufficiently full; We notice that under clause 9 of the Deed of 1934 to which the new Deed will be supplemental, that if the proposed Company had not been formed and the Concession transferred by the end of August 1935, any party could give notice to determine the Agreement. We presume that in the Supplemental Deed this term could be extended.

3. The second point is we have no instructions as to who is to bear the costs of the new Deed. We understand that hitherto the Governor has not sought for the payment of his costs and clause 10 of the Supplemental Deed would indicate that this had been the case because, it provides that in the event of notice being given under clause 9 neither party shall have any claim against the other for costs and expenses.

4. We shall be glad if you can obtain for us further instructions on both these points.

We are etc.

(sgd) A.W. Burchells.

G. O.

Mr. Flood 16/4/37

Mr.

Mr.

Sir C. Parkinson.

Sir G. Tomlinson

Sir C. Bottomley

Sir J. Shackburgh.

Permi. U.S. of S.

Parly. U.S. of S.

Secretary of State.

AIR MAIL

Downing Street,

19 April, 1937.

Sir,

I have etc. to refer to my

**DRAFT.**KENYA.CONFIDENTIAL.

GOVERNOR.

**FURTHER ACTION.**

5  
 Confidential despatch of the 29th of  
 January on the subject of Mr. Udall's

bamboo concession and to inform you that  
 after some correspondence with the firm  
 of Messrs. Hitchins, Jervis, and Partners  
 and their solicitors Messrs. Harrison,  
 Sugden and Company, I have come to the  
 conclusion that the best course to adopt  
 would be to draw up a fresh agreement  
 appointing Dr. D. Twining a trustee in  
 place of the late Mr. Macaskie. In  
 order to save trouble and correspondence  
 it appears simplest that this new  
 agreement should be executed by the  
 Crown Agents for the Colonies on behalf  
 of the Government of Kenya and I have  
 authorised



authorized them to proceed accordingly.

2. With regard to the Kenya Bamboo Development Company Limited, I understand that it is a private company which was registered on the 6th of July 1936 with the object, inter alia, of carrying on the business of bamboo and timber merchants and growers. Its registered office is at 38 Old Queen Street, and its nominal capital is £10,000 in shares of £1 each. According to the most recent return 1,200 shares have been allotted for cash and there were only two shareholders, the Anglo-French Consolidated Investment Corporation Limited, holding 720 shares, and Messrs. Mitchell, Cotte and Company holding 480.

3. The Anglo-French Consolidated Investment Corporation is a private company registered in 1931 with a nominal capital of £10,000, later increased to £25,000, in £1 shares of which 20,000 have been taken up by cash. The Company's office is at 36 Old Queen Street, Westminster, the same address as that of the Kenya Bamboo Development Company. It is understood that one of the Directors was at one time connected

with

G. O.

Mr.

Mr.

Mr.

Sir C. Parkinson.

Sir G. Tomlinson.

Sir C. Bottomley.

Sir J. Stuckburgh.

Parly. U.S. of S.

Parly. U.S. of S.

Secretary of State.

DRAFT.

FURTHER ACTION.

with the British Swiss International Corporation Ltd. and he and another Director are also Directors of the Huelva Copper and Sulphur Mines Ltd., a company with a nominal capital of £1,005,000. The Huelva Copper and Sulphur Mines controls the Manganese Corporation, 1929, Limited, whose offices are at the same address. The Anglo-French Consolidated Investment Corporation is said to be of good repute and to be considered equal to its engagements.

The Directors of the Kenya Bamboo Development Company are Mr. D.C. Holmes, Mr. A.F. Procter, and a Mr. F.G. Knight. Mr. Holmes is a Director of several of the companies associated with the Anglo-French Consolidated Investment Corporation, namely Dominion Reefs, Klerksdorp Limited, the

The *London Copper & Sulphur Mines*,  
 the *Klerksdorp Consolidated Goldfields*  
 Limited, and Free Old Properties of South  
 Africa Limited. Mr. Procter is also a Director  
 of Messrs. Mitchell, Dotts, and Company. According  
 to information received the Directors are people  
 of good standing and the Company is considered  
 equal to its engagements.

have, etc.  
 (Signed) **ORMSBY GORE.**

C. O.

38030/37.

Mr. Grossmith *6/4*  
 Mr. *Baker* *6/4*  
 Mr. *Duncan* *11/17/4*  
 Sir *C. Parkinson* *8/4* *and (22)*  
 Sir G. Tomlinson  
 Sir C. Bottomley  
 Sir J. Shuckburgh.  
 Permt, U.S. of S.  
 Party, U.S. of S.  
 Secretary of State.

13

14 April, 1937

Gentlemen,

I am etc. to transmit to you a signed

**DRAFT.**

THE CROWN AGENTS  
 FOR THE COLONIES

and sealed Agreement, dated the 1st of October

1934 between Sir Joseph Byrne as Governor of

Kenya, and Messrs. Charles Udall and Sandys

Macaskie, together with a Supplementary

Memorandum of Agreement dated the 31st of

August 1936, both relating to the acquisition and

working of a bamboo Concession held in Kenya by

Mr. Udall

*Original Document*  
*checked No 13-10/37 (12)*  
*See Harrison Report (11/17/37) (15)*  
*To " " (13/13) (17)*  
*Done*

AS Mr. Macaskie, the "Trustee" named in

the Agreement, died recently, it is desired that

another Agreement should be prepared appointing

Dr. Daniel Twining as "Trustee" in his place. I

am accordingly to enclose copies of the relevant

correspondence and to request you to instruct

Messrs. Burchells to prepare the necessary document

in consultation with Messrs. Harrison, Sugden & Co.

**FURTHER ACTION.**

*Handwritten mark*

I am etc.  
 It will be observed that in order to

avoid the delay and. he involved  
in sending out the new agreement to  
Kenya for signature, it is proposed that  
it should be executed by yourself.

(Signed) J. E. W. FLOOD

avoid the delay wh. wd. be involved  
in sending out the new agreement to  
Kenya for signature, it is proposed that  
it shd. be executed by yourself.

(Signed) J. E. W. FLOOD



18

ALL COMMUNICATIONS TO BE ADDRESSED TO THE CROWN AGENTS FOR THE COLONIES THE FOLLOWING REFERENCE AND THE DATE OF THIS LETTER BEING QUOTED.

0/Kenya 61.

TELEGRAMS: "CROWN, LONDON"  
TELEPHONE, VICTORIA 1780

CONFIDENTIAL

4, MILLBANK,  
LONDON, S.W.1.  
17th March 1937.

O.O. REG.

Sir,

In continuation of our letter of the 13th March (C.O. reference 38030/37), I have the honour to report that we have now received the following additional information respecting the Kenya Bamboo Development Company Limited.

2. The registered office of the Company is identical with that of the Anglo-French Consolidated Investment Corporation Ltd. and associated companies, at Anglo-French House, 36-38, Old Queen Street, S.W.1. and Mr. D.O. Holmes, one of the Directors of the company, is also a Director of several of the associated companies of the Corporation, viz: Dominion Reef's Klerkadam Ltd., Huelva Copper and Sulphur Lines Ltd., Klerkadam Consolidated Goldfields Ltd. and Freshfield Properties of South Africa Ltd.

3. We have ascertained that the name A.F. Proctor mentioned in the enclosure to our previous letter should read A. F. Procter, the gentleman in question being also a Director of Messrs. Mitchell Cotts & Company.

4. According to information received by us, it is understood that the Company are developing an estate for the production of bamboo and timber in Kenya. The Directors are reported to be persons of good standing and repute, and the Company is considered equal to its engagements.

I have the honour to be,

Sir,

Your obedient servant,

*W. C. ...*

for Crown Agents.

The Under Secretary of State,

Colonial Office,

S.W.1.

*af*



18

ALL COMMUNICATIONS  
TO BE ADDRESSED TO THE  
CROWN AGENTS FOR THE COLONIES,  
THE FOLLOWING REFERENCE AND THE  
DATE OF THIS LETTER BEING QUOTED.

O/Kenya 61.

TELEGRAMS: "CROWN, LONDON"  
TELEPHONE: VICTORIA 7730

CONFIDENTIAL

4, MILLBANK,

LONDON, S.W.1.

17th March 1937.

G.O. REF.

Sir,

In continuation of our letter of the 13th March (C.O. reference 38030/37), I have the honour to report that we have now received the following additional information respecting the Kenya Bamboo Development Company Limited.

2. The registered office of the Company is identical with that of the Anglo-French Consolidated Investment Corporation Ltd. and associated companies, at Anglo-French House, 36-38, Old Queen Street, S.W.1. and Mr. D.O. Holmes one of the Directors of the company, is also a Director of several of the associated companies of the Corporation, viz : Dominion Reefs Klerksdorp Ltd. Huelva Copper and Sulphur Lines Ltd. Klerksdorp Consolidated Goldfields Ltd. and Freehold Properties of South Africa Ltd.

3. We have ascertained that the name A.F. Procter mentioned in the enclosure to our previous letter should read A.F. Procter, the gentlemen in question being also a Director of Messrs. Mitchell Coits & Company.

4. According to information received by us, it is understood that the Company are developing an estate for the production of bamboo and timber in Kenya. The Directors are reported to be persons of good standing and repute, and the Company is considered equal to its engagements.

I have the honour to be,

Sir,

Your obedient servant,

for Crown Agents.

The Under Secretary of State,

Colonial Office,

S.W.1.



ALL COMMUNICATIONS  
TO BE ADDRESSED TO THE  
CROWN AGENTS FOR THE COLONIES.  
THE FOLLOWING REFERENCE AND THE  
DATE OF THIS LETTER BEING QUOTED

0/Kenya 61.

TELEGRAMS: CROWN LONDON  
TELEPHONE: VICTORIA 1736

4, MILLBANK,

LONDON, S.W.1

14th March, 1961

CONFIDENTIAL

C. O. 1001

Sir,

10 With reference to your letter No. 38030/57 of the  
1st March respecting the Kenya Bamboo Development Co. Ltd.  
I have the Honour to enclose for the information of the  
Secretary of State a memorandum setting out some particulars  
taken from the Company's File in the Registry of Joint Stock  
Companies.

We are expecting some additional information which we  
hope to be able to send in the course of a few days.

I have the honour to be,

Sir,

Your obedient servant,

*J. S. Blumfield*  
for CROWN AGENTS.

The Under Secretary of State,  
COLONIAL OFFICE,  
S. W. 1.

NR

J  
wal

Kenya Bamboo Development Company, Limited, is a private Company registered on the 27th July, 1936 with the object, inter alia, of carrying on the business of bamboo and timber merchant and processors. Its registered office is at 38 Old Queen Street, W.1. Its nominal capital is £10,000 divided into shares of £1 each. According to the last return 120 shares have been allotted for cash there are only two shareholders viz. The Anglo French Consolidated Investment Corporation Ltd., who hold 720 shares, and Mitchell Cotts and Company Limited, who hold 480. The Directors, according to a return filed on the 28th June are:-

101  
Dan Campbell-Holmes, "Hartfords", Yateley, Hants.  
Arthur Francis Proctor, 76 Chelsea Park Gardens, S.W.3.  
Fredk. George Knight (additional) 65 Baronsmede, Ealing, W.5.



B. 2

C. O.

Mr. Flood. 10.3

Mr. ~~Downing~~ 10/3/37

Mr. ~~Downing~~ 2 10 fr.

Sir C. Parkinson.

Sir G. Tomlinson

Sir C. Bottomley

Sir J. Shuckburgh.

Permt. U.S. of S.

Part. U.S. of S.

Secretary of State.

DOWNING STREET

London, 1937.

DRAFT.

MESSRS. HARRISON SUGDEN & COMPANY.

M. Flood

*To be kept in  
hand  
then you would rather  
more closely  
H.S.*

D N  
copy C. P.

Gentlemen,

With reference to your letter of the 26th of [unclear] regarding the Kenya Bamboo Pulp Agreement, I am etc. to inform you that he agrees ~~with you~~ <sup>that</sup> ~~it will be necessary to have another~~ <sup>agreement</sup> ~~further supplementary agreement~~ <sup>prepared</sup> ~~and appointed~~ <sup>will be necessary in order to</sup> ~~regularize the appointment~~ <sup>of</sup> Dr. Twining ~~as~~ a trustee in place of the late Mr. Macaskie. ~~If~~ <sup>in</sup> ~~similar cases it has~~ <sup>been</sup> a common practice for such Agreements to be entered into by the Crown Agents for the Colonies, acting on behalf of the Government of the Colony concerned, and if you have no objection, Mr. [unclear] propose to adopt this course in the present

FURTHER ACTION.

present instance. If you agree, the

documents will then be forwarded to

with a request that they should instruct Messrs Burchalls to prepare the Crown Agents to ~~prepare that the new draft~~

the new agreement

~~agreement may be prepared by those~~

~~agreements~~ in consultation with you.

am, etc.

Signed: E. W. FLOOD

C. O.

Mr. Flood, E.

Mr. Duncan 10/3/37

Mr. J. 10.3.37

Sir C. Parkinson

Sir G. Tomlinson

Sir P. Bilton

Sir J. Shackburgh

Esq.

Early 1937

Secretary

DRAFT.

CHARLES F.

**FURTHER ACTION.**

We must tell Kenya

what is happening.

Revis. to me.

J.

*Handwritten notes:*  
10/3/37  
for [unclear]

*Faint typed text, mostly illegible due to bleed-through and fading.*

~~Another matter  
completion is caused by the fact  
that Sir Joseph Byrne is now on  
leave prior to retirement from the  
Government of Kenya, and it  
accordingly~~

C O

140/27/37

*Handwritten initials*

Mr. P. L. ...

Mr. Duncan 10/3/37

Mr. ...

Sir C. Parkinson

Sir G. Tomkinson

Sir C. Bottomley

Sir J. Strickburgh

...

...

Secretary of State

*For my ans*

*Handwritten mark*

...

DRAFT.

CHARLES F. ...

letter of ...

we have now ...

...

...

...

Area ...

by ...

harrison ...

legal people ...

Agreement ...

appoint D. ...

in place of ...

Another ...

complication is caused by the fact

that Sir Joseph Byrne is now on

leave prior to retirement from the

Government of Kenya, and it

accordingly

**FURTHER ACTION.**

*We must tell Kenya what is happening.*

*Revis. to me.*

*J.*



ALL COMMUNICATIONS  
TO BE ADDRESSED TO THE  
CROWN AGENTS FOR THE COLONIES,  
THE FOLLOWING REFERENCE AND THE  
DATE OF THIS LETTER BEING QUOTED.

0/Kenya 61.

TELEGRAMS: "CROWN, LONDON".  
TELEPHONE: VICTORIA 772

CONFIDENTIAL.

4, MILLBANK,

LONDON, S.W.1.

15 MAR 1937

3th March, 1937;

C. O. REGY

Sir,

10  
With reference to your letter No. 38030/37 of the  
1st March, respecting the Kenya Bamboo Development Co. Ltd.,  
I have the honour to enclose for the information of the  
Secretary of State a memorandum setting out some particulars  
taken from the Company's File in the Registry of Joint Stock  
Companies.

We are expecting some additional information which we  
hope to be able to send in the course of a few days.

I have the honour to be,

Sir,

Your obedient servant,

*J. S. Benfield*  
for CROWN AGENTS.

The Under Secretary of State,  
COLONIAL OFFICE,  
S. W. 1.

NR

MEMORANDUM

Kenya Bamboo Development Company, Limited, is a private Company registered on the 6th July, 1936 with the object, inter alia, of carrying on the business of bamboo and timber merchants and growers. Its registered office is at 38 Old Queen Street, S.W.1. Its nominal capital is £10,000 divided into shares of £1 each. According to the last return 1200 £1 shares have been allotted for cash and there are only two shareholders viz. The Anglo French Consolidated Investment Corporation Ltd. who hold 720 shares, and Mitchell Cotts and Company Limited, who hold 480. The Directors, according to a return filed on the 24th <sup>August</sup> June 1936 are:-

Dan Campbell Holmes, "Handfords" Yateley, Hants.

Arthur Francis Proctor, 76 Chelsea Park Gardens, S.W.3.

Fredk. George Knight (additional) 65 Baronsmeade, Ealing, W.5.

C. O.

38030/37

DOWNING STREET.

March, 1937.

Mr. Flood. 10 3

Mr. Dumas 10/3/37

Mr.

Sir C. Parkinson.

Sir G. Tomlinson.

Sir C. Bottomley.

Sir J. Shuckburgh.

Perm. U.S. of S.

Parly. U.S. of S.

Secretary of State.

Gentlemen,

With reference to your letter of the 26th of February regarding the Kenya Bamboo Pulp Agreement, I am etc. to inform you

that he agrees with you ~~in the sense that it will be necessary to have another~~ ~~a further agreement~~ ~~prepared~~ ~~it will be necessary in order to~~

~~regularise the appointment of~~ ~~Dr. Twining as a trustee in place of the late Mr. Macaskie.~~

It is a common practice for such Agreements to be entered into by the Crown Agents for the Colonies, acting on behalf of the Government of the Colony concerned, and if you have no objection, Mr. Ormsby Gore would propose to adopt this course in the present

**DRAFT.**

MESSRS. HARRISON SUGDEN & COMPANY

*M.F.A.*  
*To will put their hands on their own words before H.S.*

**FURTHER ACTION.**

present instance. If you agree, the

documents will then be forwarded to

*with a request that they should not be sent to Messrs. Buckle to prepare the Crown Agents in order that the new*

*the new agreement*

~~Agreement may be prepared by them~~

~~in consultation with you.~~

I am, etc.

Signed: E. W. FLOOD

G. O.

34630737

Mr. Flood. 63

Mr. Dumeau 14/3/37

Mr. *J.* 10.3 of

Sir C. Parkinson.

Sir G. Tomlinson.

Sir C. Bottomley.

Sir J. Shuckburgh.

Permt. U.S. of

Parly. U.S. of S.

Secretary of State

*Added (17)  
for my sig  
J*

DOWNING STREET.  
16 March, 1937.

Dear Mr. Hitchins,

Thank you for

letter of the 25th of February.

We have now received from Harrison,

Sugden and the original

Agreements and have examined them.

It appears, however, that the

three copies were not signed

by the late Mr. Macaskie and

Harrison Sugden think, and our

legal people agree, that a fresh

Agreement will be necessary to

*appoint D.*  
~~being in Mr.~~ Twining as trustee

in place of Macaskie.

Another ~~smaller~~

~~complication is caused by the fact~~

~~that Sir Joseph Byrne is now on~~

~~leave prior to retirement from the~~

~~Government of Kenya, and it~~

accordingly

DRAFT.

CHARLES F. HITCHINS, ESQ., D.S.C.

FURTHER ACTION.

*We must tell Kenya  
what is happening  
Resine to me.  
J.*

In order to save time & trouble it

accordingly seems to us that the best

thing ~~to do~~ will be <sup>for the new</sup> ~~to have an entirely~~

fresh set of documents drawn up wiping out

the present ones and embodying all the fresh

arrangements. In that case the best way of

doing it would be to have the Agreement *to be entered into*

negotiated by the Crown Agents for the

Colonies, acting for the Government of Kenya.

*This is a common practice,*

~~as is usual in similar documents with regard~~

~~to other concessions, and we are accordingly~~

putting the point to Harrison Sugden.

Yours sincerely,

FLOOD



HARRISON, SUGDEN & CO  
SOLICITORS

COMMISSIONERS FOR OATHS  
WILLIAM HARRISON, LL.B.

TELEGRAPHIC ADDRESS  
"FIFTY TWO, ESTRAND, LONDON"

TELEPHONE N° 1

TEMPLE BAR 1027, 1028, 4834, 4835

Australia House,  
Strand.

13

London, W.C. 2

WH/MW.

encl.

BY HAND.

F  
24 APR 1937  
C. C. GUY

26th February 1937.

Dear Sir, For the attention of Mr. J. E. W. Flood.

re Kenya Bamboo Pulp.

Messrs. Hitchins Jarvis & Partners have forwarded to us a copy of your letter to them of the 22nd instant intimating that the Secretary of State is prepared to agree to the appointment of Dr. Daniel Twining of The Knoll, Salcombe, to act as a trustee in this matter in the place of the late Mr. Macaskie. As requested by your letter of the 22nd inst, to Messrs. Hitchins Jarvis & Partners, we enclose herewith the original Agreement of the 1st October 1934 in triplicate, but we would like to point out to you that it will be necessary to have another deed prepared in connection with this matter appointing Dr. Twining a trustee under the agreement in place of the late Mr. Macaskie.

Kindly acknowledge receipt of the original documents enclosed herewith and at the same time we shall be glad to hear from you generally on this letter.  
Yours faithfully,

The Under-Secretary of State,  
Colonial Office,  
Downing Street, S.W.

*[Signature]*

*[Handwritten notes and scribbles on the left margin]*

*The contents of agreement are not deeds.*  
A.D.

*done*  
*J.*

*200*

HARRISON, SUGDEN & CO  
SOLICITORS  
COMMISSIONERS FOR OATHS  
WILLIAM HARRISON, LL.B.  
TELEGRAPHIC ADDRESS  
FIFTWOT, ESTRAND, LONDON  
TELEPHONE 511  
TEMPLE BAR 1027, 1028, 4834, 4835

Australia House,  
Strand.

6-69  
13

W.H./M.W.  
encl.

London W.C.2

BY HAND.

F  
21 APR 1937  
C. C. C. S. Y.

26th February 1937.

Dear Sir, For the attention of Mr. J. E. W. Flood.

re Kenya Bamboo Pulp.

Messrs. Hitchins Jervis & Partners have forwarded to us a copy of your letter to them of the 22nd instant intimating that the Secretary of State is prepared to agree to the appointment of Dr. Daniel Twining of The Knoll, Salcombe, to act as a trustee in this matter in the place of the late Mr. Macaskie. As requested by your letter of the 22nd inst., to Messrs. Hitchins Jervis & Partners, we enclose herewith the original Agreement of the 1st October 1934 in triplicate, but we would like to point out to you that it will be necessary to have another deed prepared in connection with this matter appointing Twining a trustee under the agreement in place of the late Mr. Macaskie.

Kindly acknowledge receipt of the original documents enclosed herewith and at the same time we shall be glad to hear from you generally on this letter.  
Yours faithfully,

The Under-Secretary of State,  
Colonial Office,  
Downing Street, S.W.

*[Handwritten signature]*

*My (original) copy  
3rd copy  
2nd copy*

*The seal  
agreements are  
not deeds.  
A.D.*

*done  
26.2.*

*21.02  
15*

10

GD  
25 FEB  
1 March

C. O.

Mr. Grossmith 24/2/37

Mr. *Parkinson* 24/2/37

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.

CONFIDENTIAL

February, 1937

1 MAR 1937

Gentlemen,

DRAFT.

THE CROWN AGENTS  
FOR THE COLONIES.

9

I am etc. to acknowledge with  
thanks the receipt of your letter of  
the 13th of February (reference O/Kenya  
61) regarding the standing and  
financial position of the Anglo-French  
Consolidated Investment Corporation  
Ltd.

It will be appreciated if you  
will ~~to~~ obtain and forward to the  
Colonial Office such information as  
may be available regarding the objects  
and standing of the Kenya Bamboo  
Development Company Ltd. which is  
understood to be registered in this  
country.

I am, etc.

FURTHER ACTION.



9

ALL COMMUNICATIONS  
TO BE ADDRESSED TO THE  
CROWN AGENTS FOR THE COLONIES,  
THE FOLLOWING REFERENCE AND THE  
DATE OF THIS LETTER BEING QUOTED

*Dist*  
*covering*  
*letter*

O/Kenya 61

TELEGRAMS: "CROWN, LONDON"  
TELEPHONE: VICTORIA 7738.

RECEIVED  
15 FEB 1937  
C.O. REGY

4, MILLBANK,  
LONDON, S.W.1.

13th February, 1937.

CONFIDENTIAL.

Sir,

*4*

With reference to your letter No. 38030/37  
dated the 29th January, regarding the standing and financial  
position of the Anglo-French Consolidated Investment  
Corporation, Ltd., I have the honour to enclose a  
memorandum containing such information as it has been  
possible for us to obtain through the usual channels.

I have the honour to be,

Sir,

Your obedient servant,

for CROWN AGENTS.

The Under Secretary of State,  
COLONIAL OFFICE.

X

CA

ANGLO FRENCH CONSOLIDATED INVESTMENT CORPORATION LIMITED.

It is a private company registered 5th January 1931 with a nominal capital of £10,000 increased to £25,000 in £1 shares of which 20,000 have been taken up for cash.

They are carrying on business as an investment and Trust Company, and are the tenants of a large building of an approximate rental of £1,000 per annum at 36, Old Queen Street, Westminster, S.W. 1.

Leonard Aldridge one of the principal directors was at one time connected with the British Swiss International Corporation Ltd., late of 22, Queen Anne's Gate, S.W. 1., and we understand certain monies of the Company under enquiry are invested in Switzerland.

Leonard Aldridge and Henri L. Gallochet - another Director - are also directors of the Huelva Copper & Sulphur Mines Ltd., a public company registered with a nominal capital of £1,005,000, and that Company directly controls the Manganese Corporation - 1929 - Ltd., who also have offices at 36 Old Queen Street, S.W. 1.

No. 36 Old Queen Street is also the address of Freehold Properties - South Africa - Ltd., Associated Manganese Mines - South Africa - Ltd., Dunsart Steel & Iron Works - South Africa - Ltd., Klerksdord Consolidated Goldfields Ltd., and Dominion Reefs Klerksdord Ltd., all of which are associated concerns.

Anglo French Consolidated Investment Corporation Ltd., are of good repute and considered equal to their engagements.

C. O.

Mr. Flood 16/2/37

Mr. Down 16/2/37

Mr. *J. 16/2/37*

*Good (12)*  
Semi-official for Mr. Flood's signature.

Sir C. Parkinson.

Sir G. Tomlinson.

Sir C. Bottomley.

Sir J. Stuckburgh

Permi. U.S. of S.

Parly. U.S. of S.

Secretary of State.

Downing Street,

22 February, 1937.

Dear Colonel Jervis,

We have consulted our legal people in regard to the Kenya Bamboo Agreement and they are rather of the opinion that the endorsement of a supplementary Agreement will have to be re-drafted so as to replace Mr. Macaskie by Dr. Twining. All the copies of the thing were sent to your Solicitors, Harrison, Sugden and Company, in July last and if you will let us have them back we can then look into the matter and proceed to instruct Burchells to do whatever may be necessary in consultation with Harrison, Sugden and Company.

I do not think the practical effect will be anything one way or another

**DRAFT.**

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

**FURTHER ACTION.**

another, but I should like to get it all

straightforward. A further thought is that

Sir Joseph Byrne will need the Governor in a month, & is on leave at present, so he can't  
Yours sincerely,  
sign things.

(Signed) J. E. W. FLOOD

38030/37 Kenya.

C. O.

Mr. Flood 16/2/37

Mr. Duncan 16/2/37

Mr. J. 16.2.37

Sir C. Paterson

Sir G. Tomlinson

Sir C. Botmanley

Sir J. Shughburgh

Permt. U.S. of S.

Permt. U.S. of S.

Secretary of State.

Downing Street,

22 February, 1937.

Gentlemen,

... etc. to refer to your  
letter of the 29th of January on the  
subject of the Kenya Bamboo Licence  
Agreement and to state that he regrets  
to learn of the death of Mr. Macaskie.  
The Secretary of State is prepared to  
agree to the appointment of Dr. Daniel  
Twining of The Knoll, Salcombe, to act  
as Trustee in his place.

Mr. Ormsby Gore is, however,  
advised that it will probably be  
necessary that the endorsement of  
supplementary Memorandum of Agreement  
which is to extend the term of the  
1934 Agreement for two years from the  
1st of January 1936 should be revised.  
All the copies were sent to Messrs.  
Harrison, Sugden and Company on the

DRAFT.

MESSRS. HITCHINS JERVIS AND  
PARTNERS.

FURTHER ACTION.

21st July last year, and I am therefore to  
request that they may be returned to this Office  
for examination when Messrs. Burchells will be

instructed to take <sup>such</sup> ~~the necessary~~ action if  
~~any~~ further variation is desirable.  
*as may be found to be necessary.*

I am, etc.

(Signed) J. E. W. FLOOD



21st July last year, and I am therefore to  
request that they may be returned to this Office  
for examination when Messrs. Burchells will be  
instructed to take ~~the necessary~~ <sup>such</sup> action if  
~~further variation is desirable.~~ <sup>required</sup>  
*as may be found to be necessary.*

I am, etc.

(Signed) J. E. W. FLOOD

R

15  
6.

ALL COMMUNICATIONS TO BE ADDRESSED TO THE FIRM.

**HITCHINS, JERVIS & PARTNERS.**

CHARTERED CONSULTING ENGINEERS

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

TELEPHONE: WHITEHALL 4116 (2 LINES)  
TELEGRAMS: JERVINA, LONDON.  
CODES: A.B.C. 37 EDITION, BENTLEY'S AND PRIVATE

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

29th January, 1937

RECEIVED

The Assistant Secretary ~~Colonial Office~~ **COLOREY** the Colonies,  
Colonial Office,  
Downing Street, S.W.1.

Sir,

KENYA BAMBOO LICENSE AGREEMENT

With reference to the License Agreement between  
Sir Joseph Alysius Byrne, Governor and Commander in Chief of  
the Colony and Protectorate of Kenya, The Concessionaire,  
Charles Udall, and the Trustee, Sandys Macaskie, it is our  
unfortunate duty to advise you that Mr. Macaskie died recently.

Realising the possible legal complications we  
took advice and found that it would be in order for  
Macaskie's Executor -

Dr. Daniel Twining,  
The Knoll,  
Salcombe, S Devon,

to act in his place without this upsetting the legality of  
the License Agreement.

We are therefore firmly placing his name before  
you for your approval of his nomination as the new Trustee,  
and as the writer has personal knowledge of Dr. Twining we have  
no hesitation in respectfully recommending him for this appoint-  
ment.

We are, Sir,  
Your Obedient Servants,

HITCHINS, JERVIS & PARTNERS.

*[Handwritten Signature]*

*Handwritten mark*

R 200

**HITCHINS, JERVIS & PARTNERS.**

CHARTERED CONSULTING ENGINEERS.

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

TELEPHONE: WHITEHALL 4115 (2 LINES)  
TELEGRAMS: JERVISA, LONDON.  
CODES: A.R.C. 87 EDITION, BENTLEY'S AND PRIVATE

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

29th January, 1937

J/C

RECEIVED

The Assistant Secretary ~~of~~ OSCARIA of the Colonies,  
Colonial Office,  
Downing Street, S.W.1.

Sir,

KENYA BAMBOO LICENSE AGREEMENT

With reference to the License Agreement between Sir Joseph alysius Byrne, Governor and Commander in Chief of the Colony and Protectorate of Kenya, The Concessionaire, Charles Udall, and the Trustee, Sandys Macaskie, it is our unfortunate duty to advise you that Mr. Macaskie died recently.

Realising the possible legal complications which took advice and found that it would be in order for Mr. Macaskie's Executor

Dr. Daniel Twining,  
The Knoll,  
Salcombe, S. Devon,

to act in his place without this upsetting the legality of the License Agreement.

We are therefore finally placing his name before you for your approval of his nomination as the new Trustee, and the writer has personal knowledge of Dr. Twining we have no hesitation in respectfully recommending him for this appointment.

We are, Sir,  
Your Obedient Servants,

HITCHINS, JERVIS & PARTNERS

*[Handwritten Signature]*

*and (7)*

C. O.

38030/37. Kenya.

Mr. Flood. 28 1.37.

Mr. Clouston *28/1/37*

Mr.

Sir C. Parkinson.

Sir G. Tomlinson.

Sir C. Bottomley.

Sir J. Shuckburgh.

Perm. U.S. of S.

Parly. U.S. of S.

Secretary of State.

CD  
JAN  
28

Downing Street.

29 January, 1937.

Sir,

I have the honour to

acknowledge the receipt of Sir Joseph

Byrne's confidential despatch No. 136

of the 18th of December, and to state

that Colonel Jervis reports that his

~~has~~ appointed a Dr. Daniel Twining,

who is one of Mr. Macaskie's Trustees,

as the new Trustee in connection with

the bamboo concession held by

Mr. Udall. As soon as the

supplementary agreement has been

completed I will inform you and send

you a copy.

2. I understand that the Kenya

Bamboo Development Company has been

formed by the Anglo-British

Consolidated

**DRAFT.**

K E N Y A .

CONFIDENTIAL.

G.A.G.

2 drafts.

**FURTHER ACTION.**

Consolidated Investment Corporation of

36, Old Queen Street, Westminster,

together with Messrs. Mitchell Cotts

and Company. Messrs. Mitchell Cotts

are, of course, well known to you and I

am having enquiries made as to the Anglo-

French Consolidated Investment Corporation

and the new Company.

I have, etc.

(Signature)

15.17

G. O.

Mr. Flood. 24.1.37.

Mr. Claman

Mr. C.

Sir C. Parkinson.

Sir G. Tomlinson.

Sir C. Bottomley.

Sir J. Shackburgh.

Permt. U.S. of S.

Parly. U.S. of S.

Secretary of State.

Amint (9)

38030/33. Kenya

Downing Street,

29 January, 1937.

Gentlemen,

I am etc. to inform you that an enquiry has been received from the Government of Kenya with reference to a Company called the Kenya Bamboo Development Company Limited. It has been ascertained from Colonel Jarvis, of Messrs. Hitchens, Jarvis and Co. that this Company has been formed by the Anglo-French Consolidated Investment Corporation Limited of 36, Old Queen Street, Westminster, together with Messrs. Mitchell Cotts and Company Limited, and I am to request that you will make enquiries as to

DRAFT.

THE CROWN AGENTS  
FOR THE COLONIES

2 drafts.

FURTHER ACTION.

the

the standing and financial position of  
the Anglo-French Consolidated Investment  
Corporation. Messrs. Mitchell Cotts and  
Company are, of course, well known.

I am, etc.

(Signed) J. E. W. FLOOD

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the Anglo-French Consolidated Investment  
Corporation. Messrs. Mitchell Cotts and  
Company are, of course, well known.

I am, etc.

(Signed) J. E. W. FLOOD

ALL COMMUNICATIONS TO BE ADDRESSED TO THE FIRM.

3

# HITCHINS, JERVIS & PARTNERS.

CHARTERED CONSULTING ENGINEERS.

CHARLES F. HITCHINS, B.Sc., M.I.Mech.E., M.I.N.A.  
B. C. LOCKHART-JERVIS, B.Sc., M.Inst.C.E., M.I.Mech.E., M.I.E.E.  
L. S. SWINNERTON DYER, A.M.I.Mech.E.  
IN ASSOCIATION WITH  
PROFESSOR G. V. LONGHOSOFF, D.Eng., M.I.Mech.E.  
C. A. J. ELPHINSTON, B.A., A.M.I.Mech.E., A.M.I. Loco. E.  
GEORGE LONGHOSOFF.

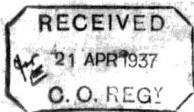
TELEPHONE: WHITEHALL 4116 (2 LINES)  
TELEGRAMS: JERVINA, LONDON.  
CODES: A.S.C. STREITON, BENTLEY AND PRIVATE

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

22nd January, 1937.

J/C

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



Dear Mr. Flood,

## BAMBOO CONCESSION

Thank you for your letter of 20th. I would have written to you before but have been laid up with a badly gassed throat.

We have appointed Dr. Daniel Twining of The Knoll, Salcombe, one of Mr. Macaskie's Trustees, as the new Trustee in order to ~~avoid~~ <sup>avoid</sup> legal difficulties, as this appointment can continue without interruption.

I will write you formally on this matter as soon as Dr. Twining's name has been incorporated in the Agreement, provided you accept his nomination. I know him personally and you will find him an eminently satisfactory person for the position.

The Kenya Bamboo Development Company Limited was formed by the Anglo-French Consolidated Investment Corporation Limited, a highly reputable concern of very good financial standing whose offices are at 36 Old Queen Street, Westminster, together with Messrs Mitchell Cotts & Co. Ltd. whom you already know.

The Kenya Bamboo Development Co. Ltd. was formed with a certain amount of preliminary finance to carry out the examination and testing of samples of bamboo from Kenya, and then they will bring out an Issue on the whole scheme.

I should like an opportunity of seeing you next



**HITCHINS, JERVIS & PARTNERS.**

CHARTERED CONSULTING ENGINEERS.

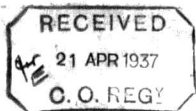
CHARLES F. HITCHINS, B.Sc., M.A.Mech.E., M.I.N.A.  
B.C. LOCKHART-JERVIS, B.Sc., M.Inst.C.E., M.I.Mech.E., M.I.E.E.  
L.S. SWINNERTON DYER, A.M.I.Mech.E.  
IN ASSOCIATION WITH  
PROFESSOR G.V. LOMONOSOFF, D.Sc., M.I.Mech.E.  
C.A.J. ELPHINSTON, B.A., A.M.I.Mech.E., A.M.I.Loc.E.  
GEORGE LOMONOSOFF.

TELEPHONE: WHITEHALL, 4110 (6 LINES)  
TELEGRAMS: JERVING, LONDON.  
CODES: A.B.C. STEREDIVION, BERTLEY'S AND PRIVATE

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

22nd January, 1937.

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



Dear Mr. Flood,

BAMBOO CONCESSION

Thank you for your letter of 20th. I would have written to you before but have been laid up with a badly gassed throat.

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The Kenya Bamboo Development Co. Ltd. was formed with a certain amount of preliminary finance to carry out the examination and testing of samples of bamboo from Kenya, and then they will bring out an Issue on the whole scheme.

I should like an opportunity of seeing you next

week, as I am leaving for India for about two months in ten days time.

Yours sincerely,

A handwritten signature in dark ink, appearing to be 'B. J. ...', written over a background of significant water damage and staining.

Bamboo Pulp Scheme.

Kenya.

memo  
Sent (as advised) to Sir R. Brown - Popham on 15 2/2/1936  
25/1/37 (No 13 on Econ.)  
J.P.

In 1933 a scheme was put forward for the establishment of an industry for the manufacture of pulp from bamboo in Kenya. A Mr. Udall had got from Government a concession to cut bamboo in the neighbourhood of Kijabe (up on the slopes of the hills). Early in 1934 Mr. Udall succeeded in interesting in his scheme a firm called Messrs. Mitchins, Jervis and <sup>Partners</sup> Brothers, (3 Central Buildings, S.W.1) who put up a concrete proposal for the elaboration of the scheme. It was proposed to establish a pulp mill at Tsavo (about half way between Kijabe and Mombasa). The capital cost of the project was put at £1,400,000. £700,000 was to be in debenture stock and £750,000 in ordinary shares, of which £700,000 were to be issued for cash.

The establishment of a factory had been contingent upon financial assistance being afforded from the Colonial Development Fund, and in June, 1933, the Advisory Committee recommended a loan of £80,000 to facilitate the institution, by providing the interest on capital for the first few years of the scheme. Upon the revised proposals outlined above the matter was again submitted to the Colonial Development Advisory Committee. The Committee, in June 1934, did not make any definite recommendation for a loan, pending further information. Subsequently Mr. Hall Caine, M.P., was invited to take an interest in the scheme and did so. <sup>Some time later</sup> Subsequently, after negotiations between Mr. Udall and his friends and the Kenya Government, the area of the concession was extended so as to provide for sufficient bamboo

who has large interests in the paper trade

bamboo for working; the larger scheme which was then under consideration. (The original scheme had been only for annual <sup>of pulp</sup> an output of 40,000 tons/as against 100,000 tons on the revised scheme). A good deal of discussion took place in regard to such matters as railway rates, royalties on the bamboo etc., and eventually, in October 1934, a further application was submitted to the Advisory Committee. The application put forward to the Committee was for a guarantee of seven years' interest at 4% per cent on £750,000 of debenture stock. In principle, the Committee were prepared to recommend a Government guarantee, subject to satisfactory arrangements being made as to the finance of the scheme and the promoters obtaining the necessary capital from reliable quarters. The promoters have been in negotiation with the Prudential Insurance Company, but so far nothing tangible has come of it. Mr. Hall Cairns and Colonel Jervis have also tried to interest other financial sources, e.g. Mr. d'Alinger and the Investment Registry Limited. We have not received any recent information as to the progress of these financial negotiations, but a fortnight ago, in a despatch relative to the extension of Mr. Udall's concession until the 15th of June 1938, the Governor mentioned that he had heard from Colonel Jervis that a Company named the Kenya Bamboo Development Company Limited had been formed to exploit the possibilities of developing the bamboo project at an early date. As we know nothing about this Company we have asked

Colonel Jervis

2nd (or 3rd) 1934  
 1st 1934  
 2nd 1934

1934  
 1934  
 1934

2nd 1934

He says it is formed by the Anglo  
 French Consolidated Investment Corporation,  
 36 Old Queen St. S.W. who he says, are  
 a highly reputable concern of good  
 standing together with Mitchell Cotts &  
 who are well known to us as a big firm  
 in E. A. trade

Colonel Jervis for particulars. His reply should arrive  
 fairly soon.

~~INTERESTED CONCERN~~

The Government's position is strongly in favour of  
 the project which should establish a new industry in Kenya  
 and would provide a considerable amount in railway freight  
 (even at cut rates) and would give quite a good deal of  
 employment both in the work of cutting bamboo on the  
 concession and at the proposed factory for the conversion  
 of the bamboo into pulp. But as will be seen in preliminary  
 stages.

There is no mention in our papers as to Mitchell  
 Cotts and Company being interested in this project, but a  
 few weeks ago a representative of a firm of structural  
 engineers called at the Colonial Office and stated that he  
 had been asked to submit estimates for the building of a  
 factory. As the preparation of such estimates involves a  
 considerable outlay of time, trouble and money he wanted to  
 know whether he could be assured that the project was likely  
 to materialise. He mentioned Mitchell Cotts and Company and  
 various other firms as being interested, but none of their  
 names appear in our papers relating to the scheme mentioned  
 above, and none of the names in our papers appeared in his  
 list. It was therefore assumed that the project in which  
 Mitchell Cotts and Company are interested was an entirely  
 different scheme, of which we have no information.

38030439

2

C. O.

Mr. Grossmith.

Mr. *Askin*

Mr. Flood *W. J. F.*

Sir C. Parkinson.

Sir G. Tomlinson.

Sir C. Boltonley.

Sir J. Shuckburgh.

Permy. U.S. of S.

Parly. U.S. of S.

Secretary of State.

Semi-official for Mr. Flood's signature.

DOWNING STREET.

20 January, 1937.



**DRAFT.**

LIEUTENANT COLONEL

B. C. LOCKHART-JERVIS, D. S. O.

Dear Colonel Jervis.

We have had a despatch from the Governor of Kenya asking whether the Supplementary Memorandum in regard to the bamboo concession has been executed by Mr. Udall and Mr. Macaskie. We propose to let the Acting Governor know about Mr. Macaskie's illness, but before doing so, perhaps you would be good enough to say whether you have obtained another Trustee and whether there is any likelihood that the document will be signed in the near future.

*(See No. 26 1936 file)*

**FURTHER ACTION**

We

We have heard that a Company named  
The Kenya Bamboo Development Company Limited  
has been formed recently. Can you give us  
any particulars about this Company, if no seems likely, you are involved.

Yours sincerely,

*J. S. W. Flood*

(Signed) J. S. W. FLOOD

We have heard that a Company named  
The Kenya Bamboo Development Company Limited  
has been formed recently. Can you give us  
any particulars about this Company?, *if so seems likely, you are involved*

Yours sincerely,

*W. S. W. Flood*  
(Signed) J. S. W. FLOOD



REC  
17 JAN 1937  
KENYA  
C. O. REC  
No. 136



GOVERNMENT HOUSE,  
NAIROBI,  
KENYA.

CONFIDENTIAL.

18 DECEMBER, 1936.

Sir,

16 on 38040/26  
72 on 38040/26

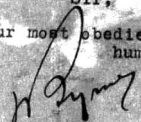
With reference to your despatch Confidential(2) of the 25th June regarding the Memorandum of Agreement of the 1st October, 1934 made with Mr. Charles Udall and Mr. Sandys Macaskie for the purpose of the acquisition and working of the bamboo concession held by Mr. Udall, I have the honour to inquire whether the supplementary Memorandum has been executed by Mr. Udall and Mr. Macaskie and, if so, whether one copy of the Agreement may now be returned to me as requested in my Confidential despatch No. 69 of the 18th June.

2. I have been informed by Colonel Jervis that a Company named the Kenya Bamboo Development Company, Ltd. has been formed to exploit the possibilities of developing the Bamboo project at an early date, and I should appreciate any further information that you may be in a position to give regarding the standing and intentions of this Company.

I have the honour to be,

Sir,

Your most obedient,  
humble servant,

  
BRIGADIER-GENERAL,  
GOVERNOR.

THE RIGHT HONOURABLE  
W. ORMSBY GORE, P.C., M.P.,  
SECRETARY OF STATE FOR THE COLONIES,  
DOWNING STREET,

LONDON. S.W. 1

REC  
17 JAN 1937  
KENYA  
C. O. REC  
No. 136



GOVERNMENT HOUSE,  
NAIROBI,  
KENYA

CONFIDENTIAL.

18 DECEMBER, 1936.

Sir,

16 on 38030/6

With reference to your despatch Confidential(2) of the 25th June regarding 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, I have the honour to inquire whether the supplementary Memorandum has been executed by Mr. Udall and Mr. Macaskie and, if so, whether one copy of the Agreement may now be returned to me as requested in my Confidential despatch No. 69 of the 18th June.

14 on 38030/6

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Handwritten vertical note on the left margin, possibly "15" or similar.

I have the honour to be,

Sir,

Your most obedient,  
humble servant,

BRIGADIER-GENERAL,  
GOVERNOR.

THE RIGHT HONOURABLE  
W. CRISBY GORE, P.C., M.P.,  
SECRETARY OF STATE FOR THE COLONIES,  
DOWNING STREET,

LONDON, S.W. 1