

E. AFRICA  
16402

16702  
REC. 7 APR 21

2

ASSOCIATED  
PRODUCERS  
OF  
S.A. & S.W.A.

1921

17TH APRIL

asks if S. of S. will receive a deputation of S.A. Producers before departure of S. arrived at.

next previous Paper

off  
16402

16402

16402

off on 16402  
...  
(1) ...  
(2) ...  
(3) ...  
(4) ...

next subsequent Paper

off  
16420

This body is composed of  
six or seven ...

PUBLIC RECORD OFFICE, LONDON

in some cases large amounts in  
E. Africa, but they have admittedly  
no mandate to speak on behalf  
of the producers close & home,  
this year as last, continued their  
efforts to get things settled - plus  
the local producers have (as is  
wound now) decided to make the  
best of them.

Raja Grogan is the brain of  
the group, and I believe that  
some weeks ago he had an interview  
with Mr. Stevenson at about the  
present time.

to the state - ? would

Oct. 7/4/41

Wagner says the letter will be  
sent to the state.

Send before Mr. Marshall  
in his letter?

Col. Amery

The S. G. with Subless

wish to have your view. P.M. 7.6

W. Amery

Their view has been heard on + over again  
and I can see no advantage in your seeing  
them. Jm 8/14

See Mr  
29

**ASSOCIATED PRODUCERS**

**EAST AFRICA & UGANDA.**

3

of  
16/02  
REC'D 78  
REC: 7 APR 21

Secretary  
**JOWERS.**

Telephone No.  
**GERRARD 8328.**

**78 CARLTON HOUSE,  
REGENT STREET,  
(Near Waterloo Place).**

**LONDON, S.W.5th Apl. 1921.**

The Under-Secretary of State for the Colonies,  
Downing Street. S.W.

Sir,

With reference to your letter No. 11178/1921 dated 2nd April 1921, I learn that Mr. Winston Churchill is expected in London at a very early date and I am directed to enquire whether he would be prepared to receive a deputation of East African Producers before a decision in the matter of East African Currency is arrived at.

In the opinion of my Association the matter is so serious that it would be most regrettable if the views of the producing community could not be urged upon the Colonial Secretary himself before any further step is taken.

I am,

Sir,

Your obedient servant,

*Harold Jowers.*  
Secretary.



PRIVATE.

S. of S.,

I return Major Renton's letter with the newspaper extracts, which I have read with interest.

This is my view about the East African Currency question -

I hold the belief that it is a primary duty of the Colonial Office to have a bias towards the settler: and where the interests of the settler are opposed by the trading class, I should always incline towards the former. This is really the situation which has arisen in East Africa. Broadly speaking, the primary producers are the debtors and the banks and trading class represent the creditor interests, although it is quite true that some are both.

I am also a strong believer in the relatively higher purchasing value of a low standard coin.

The right policy seems to me to lie in the direction of reverting to the rupee as the standard coin, but at the same time keeping it permanently related to the pound sterling.

I quite appreciate that it is very desirable for any

ability of the currency should be established  
 that it is very necessary, if it is a British colony,  
 that its financial system should, so far as possible, be on  
 a gold basis. I consider that both these conditions would  
 be satisfied by introducing an East African Rupee as the standard  
 coin equivalent to 1/- or 1s to the pound sterling. Pending  
 the issue of such a new coin, any unissued florins could be  
 specially stamped "E.A. Rupee" and used temporarily. Florins  
 already issued should be treated as equivalent to 1/- E.A.  
 Rupees. Since the new E.A. Rupees will be minted of the same  
 alloy as New British coins (viz. 92.5% silver content), while  
 the exchange value of the India rupee now stands at approximate-  
 ly 1<sup>s</sup>/<sub>4</sub><sup>d</sup>, the pure silver Indian rupee would be driven out of  
 the Country in accordance with Gresham's law, as is bad money  
 driving out good.

We have to consider existing contracts and obligations.  
 These are of two classes, those entered into whilst the  
 standard coin was the Indian rupee, which should be completed  
 by the tender of an equal number of E.A. Rupees; and those  
 entered into on the basis of florins (or 10 rupees to the pound)



which should be completed by the tender of 1½ E.A. Rupees.

If the machinery does not already exist, a Board should be established in the Colony for giving effect to these main principles, and for dealing with any real or alleged hardship claims arising out of the change.

*Sturges*

15. 4. 31

by the said red line marked, AB, upon the plan hereunto annexed.

3. The Company will construct and maintain all junction boxes, cable huts, offices and other buildings, pipes, tubes and other apparatus necessary for the working of the said cable in such manner, and place the same and the said cable in such positions, as the Governor may direct or approve, and will not make any alteration in any of the said works (other than in the cable outside British territory) without the consent in writing of the Governor, and will from time to time comply with such stipulations and conditions as regards location and concealment of the said cable, buildings and apparatus as the Governor may from time to time make with a view to safeguard and protect the said cable, buildings and apparatus from accidental or malicious injury and from destruction by the King's enemies.

4. The Company will not, without the consent in writing of the Governor first obtained, place any buildings, works or materials, or do any other act on the said foreshore and bed of the sea, which may, in the opinion of the Governor, prejudice or obstruct, or tend to prejudice or obstruct, navigation or be or become injurious to the public interest.

5. (i) It shall be lawful for the Governor and any person or persons duly authorised as aforesaid at any time to remove from the said foreshore and bed of the sea all buildings, works and materials which may have been

placed there by the Company without the consent or approval hereby required thereto, and to abate or put an end to any act done by the Company which may, in the opinion of the Governor, prejudice or obstruct, or tend to prejudice or obstruct, navigation or be or become injurious to the public interest, and to restore the said foreshore and bed of the sea to the former or proper condition thereof, and the Company will pay to the Governor or such authorised person or persons as aforesaid all expenses incurred in or about the premises.

(2) It shall also be lawful for the Governor and any person or persons duly authorised as aforesaid, notwithstanding anything in this licence contained, to erect or construct on the foreshore and bed of the sea any works which, in the opinion of the Governor, may be required for the purpose of navigation or in the public interest.

6. (1) The Company shall, with respect to the treatment, over their whole system of telegraphs, of telegrams originating in or destined for or passing in transit through the Colony, observe the provisions of the International Telegraph Convention of St. Petersburg of the 10th 22nd July, 1875, and any provisions which may for the time being be in force in substitution thereof or amendment thereof, and any Service Regulations thereunder which may for the time being be in force under the said provisions, and the Company shall be deemed to be bound by the said Convention and Regulations as though they were parties to the said Convention.

(2) The Company shall with respect to their whole system of telegraphs, observe the provisions contained in the Convention for the Protection of Submarine Cables signed at Paris on the 14th day of March, 1884, and any provisions which may for the time being be in force in substitution thereof or amendments thereof, and the Company shall be deemed to be bound by the said Convention as though they had been parties thereto.

7. (1) During the existence of this licence the Company shall not fix, or make payable in respect of their cables, higher rates of charge for the transmission by any route of telegrams between the Colony on the one hand and the United Kingdom on the other, than for the transmission of telegrams by that route between the Colony on the one hand and any place in the Continent of Europe on the other, provided that nothing in this licence shall be deemed to prevent the adoption by the Company of a uniform rate between the whole of Europe or any group of European countries in which the United Kingdom is included on the one hand, and any country or place outside Europe on the other hand.

(2) The Company shall, with respect to all Government telegrams transmitted over their whole system of telegraphs, give to His Majesty's Government, including the Governments of every British Possession and Protectorate, every advantage in rates of charge for the transmission of telegrams and otherwise in the treatment of telegrams which they give to any foreign Government for traffic over the same telegraphs.

(3) In respect of telegrams transmitted on behalf of His Majesty's Government, including the Governments of every British Possession and Protectorate, over the cable the subject of this licence, or over any cable owned or effectively controlled by the Company in respect of rates, the Company shall charge rates not in excess of half the rates charged for the time being to the ordinary public, after deducting all out-payments to other Administrations and Telegraph Companies (except any of the Eastern and Associated Companies).

(4) The Company shall, with respect to their whole system of telegraphs, conform to such directions, whether special or general, as may be given by His Majesty's Government or the Governor with regard to the route by which British Government telegrams to or from the Colony shall from time to time be transmitted.

8. (1) The Company will from time to time furnish to the Postmaster-General at his request all such information as to the rates of charge for telegrams, the extent and condition of their business, and their income and expenditure, and their financial position, as the Postmaster-General may from time to time reasonably require, having regard to the ordinary staff and administrative capacity of the Company. Provided that such information shall (except for the purposes of this Agreement and such determination of differences as hereinafter mentioned) be treated as strictly private, and shall be in no way published or publicly made use of (except as last aforesaid) without the consent of the Company.



shall not be completely removed or the site thereof restored as aforesaid within three months of such request in writing as aforesaid, it shall be lawful for the Governor to cause the same to be removed and restored, and the cost of such removal and restoration shall be a debt due from the Company to the Governor.

15. (1) If and whenever in the opinion of the Governor or of one of His Majesty's Principal Secretaries of State an emergency shall have arisen, in which it is expedient for the public service that the Governor or His Majesty's Government shall have control over the transmission of messages by the Company's telegraphs, it shall be lawful for the Governor, by warrant under his hand, to direct and cause so much of the Company's works as are within the Colony or the territorial waters thereof, or any part of such works, to be taken possession of in the name and on behalf of His Majesty, and to be used for His Majesty's service and subject thereto for such ordinary service as may seem fit to the Governor, and in that event any person authorised by the Governor may enter upon the offices and works of the Company, or any of them, and take possession thereof and use the same as aforesaid.

(2) The Governor may, when he considers such an emergency as aforesaid to have arisen, instead of taking possession of the offices and works of the Company, or any of them, direct and authorise such persons as he

thinks fit to assume control of the transmission of messages by the Company's telegraphs, either wholly or partly, and in such manner as he may direct, and such persons may enter upon the Company's premises accordingly, or the Governor may direct the Company to submit to him or any person authorised by him, all telegrams tendered for transmission or arriving by the Company's telegraphs, or any class or classes of such telegrams, and to stop or delay the transmission of any telegrams, or deliver the same to him or his agent, and generally to obey all such directions with reference to the transmission of telegrams as the Governor may prescribe, and the Company shall obey and conform to all such directions.

(3) In any such case as aforesaid, if the Company show that during the exercise of any of the powers aforesaid their receipts from the telegraphs, with respect to which the said powers have been exercised, have been less than their receipts from the same source during the corresponding period on the average of the three years last preceding the exercise of such powers, there shall be paid to the Company, as compensation for any loss of profit sustained by the Company by reason of the exercise by the Secretary of State or by the Governor of any of the powers hereby reserved, such sum as may be settled by agreement, or as in case of difference may be determined by arbitration. Provided always that no such compensation as aforesaid shall be paid, if and so far as the powers hereby reserved to the Secretary of State or to the

The Common Seal of the  
Eastern and South  
African Telegraph Com-  
pany, Limited, was here-  
unto affixed in the pre-  
sence of



J. C. DENISON PENDER,  
*Director.*

A. R. HARDIE,  
*Secretary.*

Dated 8th January, 1921.

THE GOVERNOR OF KENYA,  
THE POSTMASTER-GENERAL,

AND

THE EASTERN AND SOUTH  
AFRICAN TELEGRAPH COM-  
PANY, LIMITED.

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## Landing Licence

FOR

A CABLE AT MOMBASA.

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## LANDING LICENCE FOR CABLES AT ACCRA AND SECONDEE.

11th JANUARY, 1921.

This Indenture made the 11th day of January, 1921, BETWEEN THE GOVERNOR OF THE GOLD COAST (hereinafter called "the Governor" the first part, HIS MAJESTY'S POSTMASTER-GENERAL (hereinafter called "the Postmaster-General") of the second part, and THE AFRICAN DIRECT TELEGRAPH COMPANY, LIMITED (hereinafter called "the Company") of the third part.

WHEREAS the Company have applied to the said Governor for licence to continue to maintain and use the existing three lines of telegraphic cables upon the foreshore and bed of the sea belonging to His Majesty at Accra and Secondee, and the said Governor has agreed to grant such licence upon the terms and conditions hereinafter set out:

NOW THIS INDENTURE WITNESSETH that the Governor does by these presents grant unto the Company licence and permission to continue to maintain and renew, and to use on and along the foreshore and bed of the sea belonging to His Majesty at Accra and Secondee aforesaid in a seaward direction, as shown by the red lines marked AB, AC, in the first plan hereunto annexed, lines of telegraphic cables to be carried direct from Accra to Secondee and Lagos respectively, and by the red lines

In witness whereof the Governor hath hereunto set his hand and the Public Seal of the Colony and the Postmaster-General hath hereunto set his hand and seal, and the Company have caused their Common Seal to be hereunto affixed the day and year first above written.

Signed, sealed and delivered by

F. G. GUGGISBERG,

*Governor.*

in the presence of

VINCENT BAKER,

*Private Secretary.*



Signed, sealed and delivered by ~~SIR GEORGE EVERETT~~ ~~PENNINGTON MURRAY~~, K.C.B., one of the Secretaries to the Post Office, for and in the name and as the act and deed of His Majesty's Postmaster-General by virtue of the power in that behalf conferred by the Post Office Act, 1908, in the presence of

A. H. ILLINGWORTH,

BY

G. E. F. MURRAY.



T. M. BANKS,

General Post Office,

E.C.,

*Private Secretary.*

The Common Seal of the African Direct Telegraph Company, Limited, was hereunto affixed in the presence of

BLODRICK,

*Director.*

G. R. SCOVELL,

*Secretary.*



Dated 17th January, 1921.

THE GOVERNOR OF THE  
GOLD COAST,  
THE POSTMASTER-GENERAL,  
AND  
THE AFRICAN DIRECT TELE-  
GRAPH COMPANY, LIMITED.

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**Landing Licence**  
FOR CABLES AT ACCRA AND  
SECONDEE.

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22

LANDING LICENCE FOR CABLES AT MAHE.

~~3RD JANUARY, 1921.~~

**This Indenture**, made the 3rd day of January, 1921, BETWEEN THE GOVERNOR OF SEYCHELLES (hereinafter called "the Governor") of the first part, HIS MAJESTY'S POSTMASTER-GENERAL (hereinafter called "the Postmaster-General") of the second part, and THE EASTERN AND SOUTH AFRICAN TELEGRAPH COMPANY, LIMITED (hereinafter called "the Company"), of the third part.

WHEREAS the Company have applied to the said Governor for licence to continue to maintain and use the existing two lines of telegraphic cables upon the foreshore and bed of the sea belonging to His Majesty at Mahé, and the said Governor has agreed to grant such licence upon the terms and conditions hereinafter set out :

NOW THIS INDENTURE WITNESSETH that the Governor does by these presents grant unto the Company licence and permission to continue to maintain and renew and to use on and along the foreshore and bed of the sea belonging to His Majesty at Mahé aforesaid in a seaward direction, as shown by the red lines marked AB, AC, in the plan hereunto annexed, lines of telegraphic cables to

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Limited, and La Société Anonyme Belge des Câbles Télégraphiques.

2. The Company will maintain and secure the said cables of the Company to the satisfaction of the Governor in the position and in the direction generally indicated by the said red lines marked, AB, AC, upon the plan hereunto annexed.

3. The Company will construct and maintain all junction boxes, cable huts, offices and other buildings, pipes, tubes and other apparatus necessary for the working of the said cables in such manner, and place the same and the said cables in such positions, as the Governor may direct or approve and will not make any alteration in any of the said works (other than in the cables outside British territory) without the consent in writing of the Governor, and will from time to time comply with such stipulations and conditions as regards location and concealment of the said cables, buildings and apparatus as the Governor may from time to time make with a view to safeguard and protect the said cables, buildings and apparatus from accidental or malicious injury and from destruction by the King's enemies.

4. The Company will not, without the consent in writing of the Governor first obtained, place any buildings, works or materials, or do any other act on the said foreshore and bed of the sea, which may, in the opinion of the Governor, prejudice or obstruct, or tend to prejudice or obstruct, navigation or be or become injurious to the public interest.

5. (1) It shall be lawful for the Governor and any person or persons duly authorised as aforesaid, at any time to remove from the said foreshore and bed of the sea all buildings, works and materials which may have been placed there by the Company, without the consent or approval hereby required thereof, and to abate or put an end to any act done by the Company which may, in the opinion of the Governor, prejudice or obstruct, or tend to prejudice or obstruct, navigation or be or become injurious to the public interest, and to restore the said foreshore and bed of the sea to the former or proper condition thereof, and the Company will pay to the Governor or such authorised person or persons as aforesaid all expenses incurred in or about the premises.

(2) It shall also be lawful for the Governor and any person or persons duly authorised as aforesaid, notwithstanding anything in this licence contained, to erect or construct on the foreshore and bed of the sea any works which, in the opinion of the Governor, may be required for the purpose of navigation or in the public interest.

6. (1) The Company shall, with respect to the treatment over their whole system of telegraphs, or telegrams originating in or destined for or passing in transit through the Colony, observe the provisions of the International Telegraph Convention of St. Petersburg of the 10th 22nd July, 1875, and any provisions which may for the time being be in force in substitution thereof or amendment thereof, and any Service Regulations thereunder which may for the time being be in force under the

said provisions, and the Company shall be deemed to be bound by the said Convention and Regulations as though they had been parties to the said Convention.

(2) The Company shall, with respect to their whole system of telegraphs, observe the provisions contained in the Convention for the Protection of Submarine Cables signed at Paris on the 14th day of March, 1884, and any provisions which may for the time being be in force in substitution thereof or amendment thereof, and the Company shall be deemed to be bound by the said Convention as though they had been parties thereto.

7. (1) During the existence of this licence the Company shall not fix or make payable in respect of their cables, higher rates of charge for the transmission by any route of telegrams between the Colony on the one hand and the United Kingdom on the other, than for the transmission of telegrams by that route between the Colony on the one hand and any place in the Continent of Europe on the other, provided that nothing in this licence shall be deemed to prevent the adoption by the Company of an uniform rate between the whole of Europe or any group of European countries in which the United Kingdom is included on the one hand, and any country or place outside Europe on the other hand.

(2) The Company shall, with respect to all Government telegrams transmitted over their whole system of telegraphs, give to His Majesty's Government, including the Governments of every British Possession and Protectorate, every advantage in rates of charge for the trans-

mission of telegrams and otherwise in the treatment of telegrams which they give to any foreign Government, for traffic over the same telegraphs.

(3) In respect of telegrams transmitted on behalf of His Majesty's Government, including the Governments of every British Possession and Protectorate, over the cables the subject of this licence or over any cable owned or effectively controlled by the Company in respect of rates, the Company shall charge rates not in excess of half the rates charged for the time being to the ordinary public after deducting all out-payments to other Administrations and Telegraph Companies (except any of the Eastern and Associated Companies).

(4) The Company shall, with respect to their whole system of telegraphs conform to such directions, whether special or general, as may be given by His Majesty's Government or the Government with regard to the route by which British Government telegrams to or from the Colony shall from time to time be transmitted.

8. (1) The Company will from time to time furnish to the Postmaster-General at his request all such information as to the rates of charge for telegrams, the extent and condition of their business, and their income and expenditure, and their financial position, as the Postmaster-General may from time to time reasonably require, having regard to the ordinary staff and administrative capacity of the Company. Provided that such information shall (except for the purposes of this Agreement and such determination of differences as hereinafter

direct communication with any of His Majesty's enemies, and save with the consent of the Secretary of State, such compensation shall be paid if and so far as the powers aforesaid are exercised for the purpose of preventing indirect or suspected communication with any of His Majesty's enemies, or of protecting the interests of His Majesty under the apprehension of impending war.

(4) In estimating such compensation as in the last sub-clause provided, the arbitrator shall take into account all the circumstances of the case, including not only such loss as aforesaid, but also any additional profit accruing to the Company, whether from the use of the telegraphs so taken possession of or controlled or from any other telegraphs used by them from the emergency which gave rise to the exercise of the powers aforesaid. And as regards the telegraphs with respect to which the said powers have been exercised, the receipts of the Company for the average of the three years last preceding the exercise of the said powers during a period corresponding to that of the exercise of the said powers shall be deemed to be the receipts which the Company would have taken during the period of the exercise of the said powers had the powers not been exercised.

16. In any of the cases following, that is to say :

(1) If before the 31st day of December, 1924, the Company shall be dissolved or go into liquidation otherwise than for the purpose, and in the course of such a

construction of the Company as does not, in the opinion of the Governor, destroy the identity of the Company, or to carry on the business of transmitting tele-

and cables or any of them are or is not the whole length to the satisfaction of the Governor, subject to the provisions of section

outside the Colony of any of the cables as in the opinion of the Governor which such cable was laid; or

lines or any of them are or is without the licence of the Governor, landed at or by means of any cable or cableway, or connected with any point intermediate between the point of departure and arrival specified in

shall be done or suffered whereby, or in consequence of which, the licence or permission hereby granted shall be terminated, arising therefrom or any powers exercised thereunder without the assent of the Governor, or in or delegated to any body or person, or

(6) in the observance or performance of any provision herein



Dated 3rd January, 1921

THE GOVERNOR OF SEYCHELLES,  
THE POSTMASTER-GENERAL,

AND

THE EASTERN AND SOUTH  
AFRICAN TELEGRAPH COMPANY,  
LIMITED.

**Landing Licence  
FOR CABLES AT DAR-ES-SALAAM**

DUPLICATE

LANDING LICENCE FOR CABLES AT DAR-ES-SALAAM

14th JANUARY, 1921

This Indenture, made the 14th day of January, 1921, BETWEEN THE ADMINISTRATOR OF TANGANYIKA TERRITORY (hereinafter called "the Administrator") of the first part, HIS MAJESTY'S POSTMASTER-GENERAL (hereinafter called "the Postmaster-General") of the second part, and THE EASTERN AND SOUTH AFRICAN TELEGRAPH COMPANY, LIMITED (hereinafter called "the Company") of the third

part, do hereby take effect by the said Administrator's licence to continue, maintain, and renew the use of telegraphic cables upon the fore-shore and bed of the sea at Dar-es-Salaam, and the said Administrator do hereby grant such licence upon the following conditions hereinafter set out:

That the said Western Wireless Telegraph Company do hereby warrant that the Administrator's licence granted unto the Company shall be sufficient to continue to maintain and renew the use of telegraphic cables upon the fore-shore and bed of the sea at Dar-es-Salaam, and in a seaward direction, as shown on the chart attached to the said Indenture, and that the said cables shall be carried direct from the said shore to the said purpose of maintaining telegraphic connections between Dar-es-Salaam and that part of the said Territory beyond in either direction, the said cable to be laid, used and secured to the satisfaction of the

W. A. M. C. A.  
10/27 820

Administrator and in the position and direction indicated by the said red line.

EXCEPT, nevertheless, and always reserving to the Administrator and any person or persons duly authorised by the Administrator full right to remove from the said foreshore and bed of the sea all buildings, works and materials which may have been placed thereon by the Company without the consent or approval hereby required thereto, and to abate and put an end to any act done by the Company which may, in the opinion of the Administrator, prejudice or obstruct, or tend to prejudice or obstruct navigation or be or become injurious to the public interest, and to restore the said foreshore and bed of the sea to the former or proper condition thereof, and to erect or construct on the foreshore and bed of the sea any works which may, in the opinion of the Administrator, be required for the purposes of navigation or the public interest.

TO HAVE AND TO HOLD the said licence hereby granted unto the Company until the 31st day of December, 1924.

YIELDING AND PAYING therefor during the said term unto the Administrator the yearly rent of one pound, in respect of the said cable to be paid to the Administrator on the first day of January in every year, the first payment (being due on the 1st day of January, 1922) to be made as soon as the said cable is laid by the Company.

And the Company do hereby covenant with the Administrator, and it is hereby agreed and declared

between the parties hereto in manner following, that is to say:—

1. Throughout this Indenture the following expressions shall respectively have the following meanings when not repugnant to the context:—

“The Territory” means the said Territory of Tanganyika.

The “Administrator” means the Administrator or Officer for the time being administering the Government of the Territory.

The “Postmaster-General” means the Postmaster-General of the United Kingdom and his successors in office for the time being.

The “Company” means the Eastern and South African Telegraph Company, Limited, their successors and permitted assigns.

The “Eastern and Associated Companies” means the Eastern Telegraph Company, Limited, the Eastern Extension Australasia and China Telegraph Company, Limited, the Eastern and South African Telegraph Company, Limited, the West African Telegraph Company, Limited, the Europe and Azores Telegraph Company, Limited, the African Direct Telegraph Company, Limited, and La Société Anonyme Belge des Câbles Télégraphiques.

2. The Company will maintain and secure the said cable of the Company to the satisfaction of the Administrator in the position and in the direction generally

indicated by the said red line marked AB, upon the plan hereunto annexed.

3. The Company will construct and maintain all junction boxes, cable huts, offices and other buildings, pipes, tubes and other apparatus necessary for the working of the said cable in such manner, and place them and the said cable in such positions, as the Administrator may direct or approve, and will not make any alteration in any of the said works (other than in the cable outside British territory) without the consent in writing of the Administrator, and will from time to time comply with such stipulations and conditions as regards location and concealment of the said cable, buildings and apparatus as the Administrator may from time to time make with a view to safeguard and protect the said cable, buildings and apparatus from accidental or malicious injury and from destruction by the King's enemies.

4. The Company will not, without the consent in writing of the Administrator first obtained, place any buildings, works or materials, or do any other act on the said foreshore and bed of the sea, which may, in the opinion of the Administrator, prejudice, obstruct, or tend to prejudice or obstruct navigation, or be or become injurious to the public interest.

5. It shall be lawful for the Administrator and any person or persons duly authorised as aforesaid at any time to remove from the said foreshore and bed of the sea all buildings, works and materials which may have been placed there by the Company without the consent or

approval hereby required thereto, and to abate or put an end to any act done by the Company which may, in the opinion of the Administrator, prejudice or obstruct, or tend to prejudice or obstruct, navigation or be or become injurious to the public interest, and to restore the said foreshore and bed of the sea to the former or proper condition thereof, and the Company will pay to the Administrator or such authorised person or persons as aforesaid all expenses incurred in or about the premises.

(2) It shall also be lawful for the Administrator and any person or persons duly authorised as aforesaid, notwithstanding anything in this licence contained, to erect or construct on the foreshore and bed of the sea any works which, in the opinion of the Administrator, may be required for the purpose of navigation or in the public interest.

6. (1) The Company shall, with respect to the treatment, over their whole system, of telegraphs, of telegrams originating in or destined to be passing in transit through the Territory, observe the provisions of the International Telegraph Convention of 1875, the 10th, 22nd July, 1875, and any provisions which may for the time being be in force in substitution thereof or amendment thereof, and any Service Regulations thereunder which may for the time being be in force under the said provisions, and the Company shall be deemed to be bound by the said Convention and Regulations as though they had been parties to the said Convention.

(2) The Company shall, with respect to their whole system of telegraphs, observe the provisions contained in the Convention for the Protection of Submarine Cable, signed at Paris on the 14th day of March, 1884, and any provisions which may for the time being be in force in substitution thereof or amendment thereof, and the Company shall be deemed to be bound by the said Convention as though they had been parties thereto.

7. (1) During the existence of this licence the Company shall not fix, or make payable in respect of their cables, higher rates of charge for the transmission by any route of telegrams between the Territory on the one hand and the United Kingdom on the other, than for the transmission of telegrams by that route between the Territory on the one hand and any place in the Continent of Europe on the other; provided that nothing in this licence shall be deemed to prevent the adoption by the Company of an uniform rate between the whole of Europe or any group of European countries in which the United Kingdom is included on the one hand, and any country or place outside Europe on the other hand.

(2) The Company shall, with respect to all Government telegrams transmitted over their whole system of telegraphs, give to His Majesty's Government, including the Governments of every British Possession and Protectorate, the same rates of charge for the transmission of telegrams as they give to any other foreign Government.

(3) In respect of telegrams transmitted on behalf of His Majesty's Government, including the Governments of every British Possession and Protectorate, to or from the subject of this licence, or over any cable owned or effectively controlled by the Government in respect of rates, the Company shall charge no more than the ordinary rates charged by the time being of the ordinary public telegraph, after deducting the cost of cables, admittances, and telegrams, and shall not charge any of the Eastern and Associated Companies.

(4) The Company shall, with respect to their whole system of telegraphs, give to His Majesty's Government, including the Governments of every British Possession and Protectorate, the same special or general rates of charge for the transmission of telegrams as they give to any other foreign Government.

(5) The Company shall, with respect to their whole system of telegraphs, give to His Majesty's Government, including the Governments of every British Possession and Protectorate, the same special or general rates of charge for the transmission of telegrams as they give to any other foreign Government, having regard to the nature and extent of the business, and their needs and expenditure, and their financial position, as the Secretary of State may from time to time reasonably require, having regard to the nature and extent of the business, and their needs and expenditure, and their financial position, as the Secretary of State may from time to time reasonably require, having regard to the nature and extent of the business, and their needs and expenditure, and their financial position, as the Secretary of State may from time to time reasonably require.

distribution of such traffic among the Company's cables during any specified periods of the day, night or week), as the Administrator or the Postmaster-General may from time to time reasonably require, provided always that regard shall be had to the ordinary staff and administrative capacity of the Company as regards the volume of statistics to be supplied, but such particulars shall (except as herein provided) be treated as strictly private, and be in no way published or publicly made use of, except with the consent of the Company or when included with other published General Returns.

10. The Company shall, with due regard to recognised differences between one class of telegrams and another, transmit over their whole system of telegraphs all private telegrams on equal terms without favour or preference, whether as regards rates of charge, order of transmission or otherwise, that is to say, all telegrams which do not originate with His Majesty's Government or the Governments of any British Possession or Protectorate, or the Government of any foreign State and which are not service telegrams; provided that nothing in this licence contained shall prevent the Company from providing for the delivery of telegrams at convenient hours according to the local time at the respective places, by transmitting the same in such order of priority as shall be reasonably adapted for that purpose having regard to the respective longitudes of such places.

11. If at any time telegraphic communication by means of the cable the subject of this licence or by means

of any other telegraphs of the Company is interrupted, the Company shall immediately give notice of such interruption to the Postmaster-General, but such information shall be treated as strictly private and confidential. The Company will also give immediate notice to the Administrator of any interruption of telegraphic communication with the Territory.

12. The Company will not, without the consent in writing of the Administrator first obtained, assign or dispose of this licence or permission, or any benefit arising therefrom or delegate any of the powers hereby conferred.

13. Should any such assignment, disposition or delegation as last aforesaid be made with such consent as aforesaid, the Company will cause a true copy of the Instrument effecting the same to be, within two calendar months of the date thereof, transmitted to the Secretary of State for the Colonies.

14. Upon the determination, whether by effluxion of time or otherwise, of this licence, the Company will, on being requested so to do by any writing under the hand of the Administrator, forthwith remove the telegraph cable wires, and all buildings, pipes, tubes or other materials and apparatus which shall be laid down by the Company in virtue of these presents, and restore the site thereof to the former or proper condition thereof to the satisfaction of the Administrator; provided that, in case the said cable wires, buildings, pipes, tubes and other materials

if he thinks fit to assume the control of the transmission of messages by the Company's telegraphs, either wholly or partly, and in such manner as he may direct, and such persons may enter upon the Company's premises accordingly, or the Administrator may direct the Company to submit to him or any person authorised by him, all telegrams tendered for transmission or arriving by the Company's telegraphs, or any class or classes of such telegrams, and to stop or delay the transmission of any telegrams, or deliver the same to him or his agent, and to obey all such directions with reference to the transmission of telegrams as the Administrator may prescribe, and the Company shall obey, and conform to all such directions.

In any such case as aforesaid, if the Company should neglect or refuse to exercise the powers aforesaid, the Administrator may cause to be done by him, or by any person authorised by him, in relation to the telegraphs of the Company, such things as he may think fit to do in order to carry into effect the provisions of the Act in relation to the telegraphs of the Company, and the Administrator may cause to be done by him, or by any person authorised by him, in relation to the telegraphs of the Company, such things as he may think fit to do in order to carry into effect the provisions of the Act in relation to the telegraphs of the Company, and the Administrator may cause to be done by him, or by any person authorised by him, in relation to the telegraphs of the Company, such things as he may think fit to do in order to carry into effect the provisions of the Act in relation to the telegraphs of the Company.

the powers hereby reserved to the Secretary of State or to the Administrator are exercised for the purpose of preventing direct communication with any of His Majesty's enemies and save with the consent of the Secretary of State no such communication shall be paid for and so far as the powers aforesaid are exercised for the purpose of preventing direct or suspected communication with any of His Majesty's enemies, or of protecting the interests of His Majesty, or of the apprehension of conspirators &c.

14. In calculating such compensation as in the last sub-section provided the amount shall take into account all the expenses of the service, including, not only such expenses as are paid, but also any additional profit accruing to the Company resulting from the transmission of telegrams or other messages of or to the land or from any other business carried on by the Company, and any other profits which have been or may be received by the Company in respect of the telegrams or other messages to which the said powers have been exercised. In ascertaining the amount of the said profit the average of the net profits last ascertained for each year of the said period shall be taken as the basis, and that of the expenses of the said powers shall be deemed to be the receipts which the Company would have received during the period of the exercise of the said powers and the powers not been exercised.

15. In any of the cases foregoing, there is to say

(1) If before the 31st of December 1924, the Company shall be dissolved or go into liquidation otherwise than for the purpose, and in course of such a reconstruction of the Company as does not on the terms of the Administration Devises the intention of the Company, or shall be so re-organized or reconstructed as to constitute a new company, the provisions of this licence shall not apply.

(2) If the Company is not satisfied with the terms of this licence, it may apply to the Administrator for a modification of the terms of this licence, or for a new licence.

(3) If the Company enters the Territory of the said State or other Territory, or the powers of the Administrator shall be exercised in respect of any telegrams or other messages which were paid for.

(4) If the Company, within the period specified, has not paid or by means of any other party, any sum intermediate between the said period and arrival specified in the licence.

(5) If the Company shall be found to have failed to comply with the provisions of this licence, the Administrator may, at any time, suspend the operation of this licence, and may also, at any time, terminate this licence, and may, in any of the cases aforesaid, apply to the Administrator for a new licence.

(6) If default shall be made in the observance or performance of any covenant or provision herein contained and on the part of the Company to be observed and performed.

THEN, and in any such case, it shall be lawful for the Administrator to revoke and determine the licence or permission hereby granted as to the said cable as he shall in his absolute discretion think fit, and such licence or permission shall thereupon cease and determine accordingly, but without prejudice to any remedy of the Administrator under any covenant or provision herein contained and on the part of the Company to be observed and performed.

17. If telegraphic communication by the said cable between the points of departure and arrival specified in the licence shall at any time cease to be duly maintained by the said Company for a period of two years continuously (unless such maintenance shall be prevented by act of God or restraint of Princes), then the licence or permission hereby granted shall cease and determine so far as the same relates to the cable by means of which communication has been so interrupted, but without prejudice as aforesaid.

18. A duplicate of this Indenture shall be deposited in the office of the Secretary to the Administration of Tanganyika.

IN WITNESS WHEREOF the Administrator hath hereunto set his hand and the Public Seal of the Territory, and the Postmaster-General hath hereunto set his hand and seal, and the Company have caused their Common Seal to be hereunto used the day and year first above written.

Signed, sealed and delivered by

H. A. BYATT,  
*Administrator.*



in the presence of

A. C. HOLLIS,  
*Chief Secretary, Tanganyika Territory.*

Signed, sealed and delivered

by ~~Sir George Hudson~~  
~~FRANKLIN MURRAY,~~  
K.C.B., one of the Secretaries to the Post Office,

for and in the name and as the act and deed of His Majesty's Postmaster-General by virtue of the power in that behalf conferred by the Post Office Act, 1908, in the presence of

T. M. BAKER,  
General Post Office,  
E.C.  
*Post Office Secretary.*

A. H. ILLINGWORTH

G. E. P. MURRAY.





The Common Seal of the Eastern and South African Telegraph Company, Limited, was hereto affixed in the presence of



J. DENISON-PENDER,

*Director.*

A. R. HARDIE,

*Secretary.*

annexed, lines of telegraphic cables to be carried direct to Porthcurnow (two), Vigo, Lisbon (two), Villa Real de San Antonio and Ceuta respectively and by the red lines marked AL, AN, AK, AL, AM, in the second plan herewith annexed, five lines of telegraphic cables to be carried direct to Malta, and to be there used for the purpose of transmitting telegrams between Gibraltar and those places and places beyond in either direction.

To HAVE AND TO HOLD the said licence hereby granted unto the Company until the 31st day of December, 1921.

YIELDING AND PAYING herefor during the said term unto the Governor the yearly rent of one pound, in respect of each of the said five cables to be paid to the Governor on the 1st day of January in every year, the first payment (being due on the 1st day of January, 1920) to be made as soon as the Indenture to be signed by the Company.

Subject always in respect of each and all of the said cables to all the conditions laid down in respect of a cable from Gibraltar to Malta in the Licence dated the 15th May, 1912, as modified by the undermentioned provisions, to be substituted for Articles 8 and 9 of that Licence.

(1) The Company will from time to time furnish the Postmaster-General, at his request, all such information as to the rates of charge for telegrams, the extent and condition of their facilities, the charge and expendi-

ture, and their financial position, as the Postmaster-General may from time to time reasonably require, having regard to the ordinary staff and administrative capacity of the Company. Provided that such information shall (except for the purposes of this Agreement and such determination of differences as hereinafter mentioned) be treated as strictly private, and shall be in no way published or publicly made use of (except as aforesaid) without the consent of the Company.

(2) The Company shall not at any time, without the consent in writing of the Postmaster-General, directly or indirectly increase the rates of charge for telegrams at present in force, except by such an amount as shall be necessary to cover any amount by which their outpayments in respect of telegrams to other Administrations and Telegraph Companies (except any of the Eastern and Associated Companies) shall be increased after the date of this licence. The above expression "The Eastern and Associated Companies" means the Eastern Telegraph Company, Limited, the Eastern Extension Australasia and China Telegraph Company, Limited, the Eastern and South African Telegraph Company, Limited, the West African Telegraph Company, Limited, the Europe and Azores Telegraph Company, Limited, the African Direct Telegraph Company, Limited, and La Société Anonyme Belge des Câbles Télégraphiques.

(3) If the Postmaster-General shall refuse to consent to any increase in the rates of charge, the difference between the Postmaster-General and the Company shall

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stand referred to the Railway and Canal Commission, who in determining such difference shall consider whether any increase in the rates of charge is just and reasonable.

(4) The Postmaster-General may at any time by notice in writing delivered to the Company object to the rates of charge of the Company or any of them on the ground that they are not just and reasonable or request the Company to make provision for specially low rates for traffic of a non-urgent character to be transmitted at times when the cables would not otherwise be fully used, provided that in considering the introduction of such low rates due regard shall be paid to any difficulties in respect of the provision of staff and the necessity of maintaining the fully paid service in a state of efficiency.

(5) If when any such objection or requisition has been made the Postmaster-General and the Company are unable to agree as to the rates of charge which are the subject of the objection, or requisition, reference shall stand referred to the Railway and Canal Commission which shall have power to fix such rates of charge as they may consider just and reasonable.

(6) The Company may at any time after an interval of 12 calendar months from the termination of such difference by the Railway and Canal Commission, by notice in writing delivered to the Postmaster-General, object to the rates of charge fixed or any of them, on

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the ground that they are unremunerative to the Company, and that a higher rate or rates would be just and reasonable.

(7) If when any such objection as last aforesaid has been made the Postmaster-General and the Company are unable to agree as aforesaid, the difference shall stand referred to the Railway and Canal Commission with the like consequences as aforesaid.

(8) The provisions of the Telegraph (Arbitration) Act, 1906, shall apply to the determination of any such difference as is referred to in this clause.

2. The Company will from time to time furnish to the Governor or the Postmaster-General at his request all such particulars of the traffic passing over their telegraphs, and originating in or destined for or passing in transit through the Colony (including the distribution of such traffic among the Company's cables during any specified periods of the day, night or week), as the Governor or the Postmaster-General may from time to time reasonably require, provided always that regard shall be had to the ordinary staff and administrative capacity of the Company as regards the volume of statistics to be supplied, but such particulars shall (except as herein provided) be treated as strictly private, and be in no way published or publicly made use of, except with the consent of the Company or when included with other published General Returns.

## LANDING LICENCE FOR CABLES AT LAGOS &amp; BONNY.

7TH JANUARY, 1901.

INDENTURE, made the 7th day of January, 1901, BETWEEN THE GOVERNOR OF NIGERIA, (hereinafter called "the Governor") of the first part HIS MAJESTY'S POSTMASTER-GENERAL hereinafter called "the Postmaster-General") of the second part, and THE AFRICAN DIRECT TELEGRAPH COMPANY LIMITED, AND THE WEST AFRICAN TELEGRAPH COMPANY, LIMITED (hereinafter called "the Companies"), of the third part.

WHEREAS the Companies have applied to the said Governor for licence to continue to maintain and use the existing four lines of telegraphic cables upon the foreshore and bed of the sea belonging to His Majesty at Lagos and Bonny, and the said Governor has agreed to grant such licence upon the terms and conditions hereinafter set out:

NOW THIS INDENTURE WITNESSETH that the Governor does by these presents grant unto the Companies licence and permission to continue to maintain and renew and to use on and along the foreshore and bed of the sea belonging to His Majesty at Lagos aforesaid in a seaward direction, as shown by the red lines marked AB, AC, AD, in the first plan hereunto annexed, lines of telegraphic cables to be carried direct to Accra, Kotouou and Bonny respectively, and at Bonny aforesaid as shown by the red lines marked EF, EG, on the second plan hereunto annexed, lines of telegraphic cables to be carried direct to

Lagos and Princes Island respectively, and to be there landed for the purpose of transmitting telegrams between Lagos or Bonny (as the case may be) and those places and places beyond in either direction, the said cables to be maintained and secured in the possession of the Governor and in the position and direction indicated by the said red lines.

Except nevertheless, and always reserving to the Governor and any person or persons duly authorised by the Governor full right to remove from the said foreshore and bed of the sea all buildings, works and materials which have been placed thereon by the Companies without the consent or approval hereby required, and to suspend and put an end to any act done by the Companies which, in the opinion of the Governor, is prejudicial or tends to prejudice or obstruct navigation, or to become injurious to the public interest, and to erect or construct on the foreshore and bed of the sea to the same extent and condition thereof, and to erect or construct on the foreshore and bed of the sea any works which may, in the opinion of the Governor, be required for the purpose of navigation or the public interest.

TO HAVE AND TO HOLD the said licence hereby granted to the Companies until the 31st day of December, 1920.

IN WITNESS WHEREOF the said Governor has hereunto set his hand and seal, and the yearly rent of one pound for the use of each of the said four cables to be paid to the Governor on the first day of January in every year, the first

payment (being due on the 1st day of January, 1920), to be made as soon as this Indenture is signed by the Companies.

And the Companies do hereby covenant with the Governor, and it is hereby agreed and declared between the parties hereto in manner following, that is to say

1. Throughout this Indenture the following expressions shall respectively have the following meanings when not repugnant to the context:—

“The Colony” means the Colony and Protectorate of Nigeria.

The “Governor” means the Governor or Officer for the time being administering the Government of the Colony acting by and with the advice of the Executive Council for and on behalf of that Colony.

The “Postmaster-General” means the Postmaster-General of the United Kingdom and his successors in office for the time being.

The “Companies” means the African Direct Telegraph Company, Limited, and the West African Telegraph Company, Limited, their successors and permitted assigns.

“The Eastern and Associated Companies” means the Eastern Telegraph Company, Limited, the Eastern Extension Australasia and China Telegraph Company, Limited, the Eastern and South African Telegraph Company, Limited, the West African Telegraph Company,



ation of differences as hereinafter mentioned) be treated as strictly private, and shall be in no way published or publicly made use of (except as last aforesaid) without the consent of the Companies.

(2) The Companies shall not at any time, without the consent in writing of the Postmaster-General, directly or indirectly increase the rates of charge for telegrams at present in force except by such an amount as shall be necessary to meet any amount by which their outpayments for telegrams to other Administrations and Telegraph Companies (except any of the Eastern and Associated Companies) shall be increased after the date of this licence.

(3) The Postmaster-General shall refuse to consent to any increase in the rates of charge, the difference between the Postmaster-General and the Companies shall stand referred to the Railway and Canal Commission, who in determining such difference shall consider whether any increase in the rates of charge is just and reasonable.

(4) The Postmaster-General may at any time by notice in writing delivered to the Companies, object to the rates of charge of the Companies, or any of them, on the ground that they are not just and reasonable, or request the Companies to make provision for specially low rates for traffic of a non-urgent character to be transmitted at times when the cables would not otherwise be fully used. Provided that in considering the introduction of such low rates due regard shall be paid to any difficulties in respect of the provision of staff and the necessity of maintaining the fully paid service in a state of efficiency.

(5) If when any such objection or requisition has been made the Postmaster-General and the Companies are unable to agree as to the rates of charge, the subject of the objection, or requisition, the difference shall stand referred to the Railway and Canal Commission which shall have power to fix such rates of charge as they may consider just and reasonable.

(6) The Companies may at any time after a period of 12 calendar months from determination of such difference by the Railway and Canal Commission, by notice in writing delivered to the Postmaster-General, object to the rates of charge so fixed or any of them, on the ground that they are unremunerative to the Companies, and that a higher rate or rates would be just and reasonable.

(7) If when any such objection as last aforesaid has been made the Postmaster-General and the Companies are unable to agree as aforesaid, the difference shall stand referred to the Railway and Canal Commission with the like consequences as aforesaid.

(8) The provisions of the Telegraph (Arbitration) Act, 1909, shall apply to the determination of any such difference as is referred to in this clause.

9. The Companies will from time to time furnish to the Governor or the Postmaster-General at his request all particulars of the traffic passing over their telegraphs, originating in or destined for or passing in transit through the Colony (including the distribution of such traffic among the Companies' cables during any specified periods of the day, night or week), as the Governor or the Postmaster-

IN WITNESS WHEREOF the Governor hath hereunto set his hand and the Public Seal of the Colony, and the Postmaster-General hath hereunto set his hand and seal, and the Commissioners have caused their Common Seals to be hereunto affixed the day and year first above written.

Signed, sealed and delivered by

**HUGH CLIFFORD**  
*Governor*

in the presence of

**H. C. REID**  
*Private Secretary.*



Signed, sealed and delivered by Sir ~~George Evelyn~~ **MEMBERTON MURRAY**, K.C.B., one of the Secretaries to the Post Office, for and in the name and as the act and deed of His Majesty's Postmaster-General by virtue of the power in that behalf conferred by the Post Office Act 1908, in the presence of

**A. H. ILLINGWORTH**  
BY  
**G. E. MURRAY**



**T. M. BANKS**  
General Post Office,  
E.C.,  
*Private Secretary.*

The Common Seal of the West African Telegraph Company Limited, was hereunto affixed in the presence of

**A. BROBRICK**  
*Director.*  
**G. R. SCOVELL**  
*Secretary*



The Common Seal of the West African Telegraph Company Limited, was hereunto affixed in the presence of

**J. DENISON-PENDER**  
**J. C. DENISON-PENDER**  
*Directors.*  
**JNO. CAMEROOK**  
*Secretary.*





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...reasonably require, having...  
...staff and administrative capacity...  
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... the African Direct...  
... Société Anonyme

...If the Postmaster-General shall refuse to consent to any increase in the rates of charge, the difference between the Postmaster-General and the Companies shall...  
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stand referred to the Railway and Canal Commission, who in determining such difference shall consider whether any increase in the rates of charge is just and reasonable.

(4) The Postmaster-General may at any time by notice in writing delivered to the Companies object to the rates of charge of the Companies or any of them on the ground that they are not just and reasonable or request the Companies to make provision for specially low rates for traffic of a non-urgent character to be transmitted at times when the cables would not otherwise be fully used, provided that in considering the introduction of such low rates due regard shall be paid to any difficulties in respect of the provision of staff and the necessity of maintaining the fully paid service in a state of efficiency.

(5) If when any such objection or requisition has been made the Postmaster-General and the Companies are unable to agree as to the rates of charge which are the subject of the objection, or requisition, the difference shall stand referred to the Railway and Canal Commission which shall have power to fix such rates of charge as they may consider just and reasonable.

(6) The Companies may at any time after an interval of 12 calendar months from determination of such difference by the Railway and Canal Commission, by notice in writing delivered to the Postmaster-General, object to the rates of charge so fixed or any of them on the ground that

they are unremunerative to the Companies, and that a higher rate or rates would be just and reasonable.

(7) If when any such objection as last aforesaid has been made the Postmaster-General and the Companies are unable to agree as aforesaid, the difference shall stand referred to the Railway and Canal Commission with the like consequences as aforesaid.

(8) The provisions of the Telegraph (Arbitration) Act, 1909, shall apply to the determination of any such difference as is referred to in this clause.

2. The Companies will from time to time furnish to the Governor or the Postmaster-General at his request all such particulars of the traffic passing over their telegraphs, and originating in or destined for or passing in transit through the Colony (including the distribution of such traffic among the Companies' cables during any special periods of the day, night or week), as the Governor or the Postmaster-General may from time to time reasonably require, provided always that rates shall be set to the ordinary staff and administrative capacity of the Companies as regards the collection of statistics to be supplied, but such particulars shall (except as herein provided) be treated as strictly private, and be in no way published or publicly made use of, except with the consent of the Companies or when included with other published General Returns.

and at Hong Kong aforesaid as shown by the red lines marked HI, HJ, in the second plan hereunto annexed, lines of telegraphic cables to be carried direct to Kowloon (two); and at Hong Kong aforesaid as shown by the red lines HK, HL, HM, HN, HO, HP, in the third plan hereunto annexed, lines of telegraphic cables to be carried direct to Cape St James, Labuan, Singapore, Macao, Manila and Foochow respectively, and to be there landed for the purpose of transmitting telegrams between Kowloon or Hong Kong (as the case may be) and those places and places beyond in either direction

TO HAVE AND TO HOLD the said licence hereby granted unto the Company until the 31st day of December, 1924.

YIELDING AND PAYING therefor during the said term unto the Governor the yearly rent of one pound, in respect of each of the said eight cables to be paid to the Governor on the 1st day of January in every year, ~~the first payment being due on the 1st day of January, 1926) to be made as soon as this Indenture is signed by the Company.~~

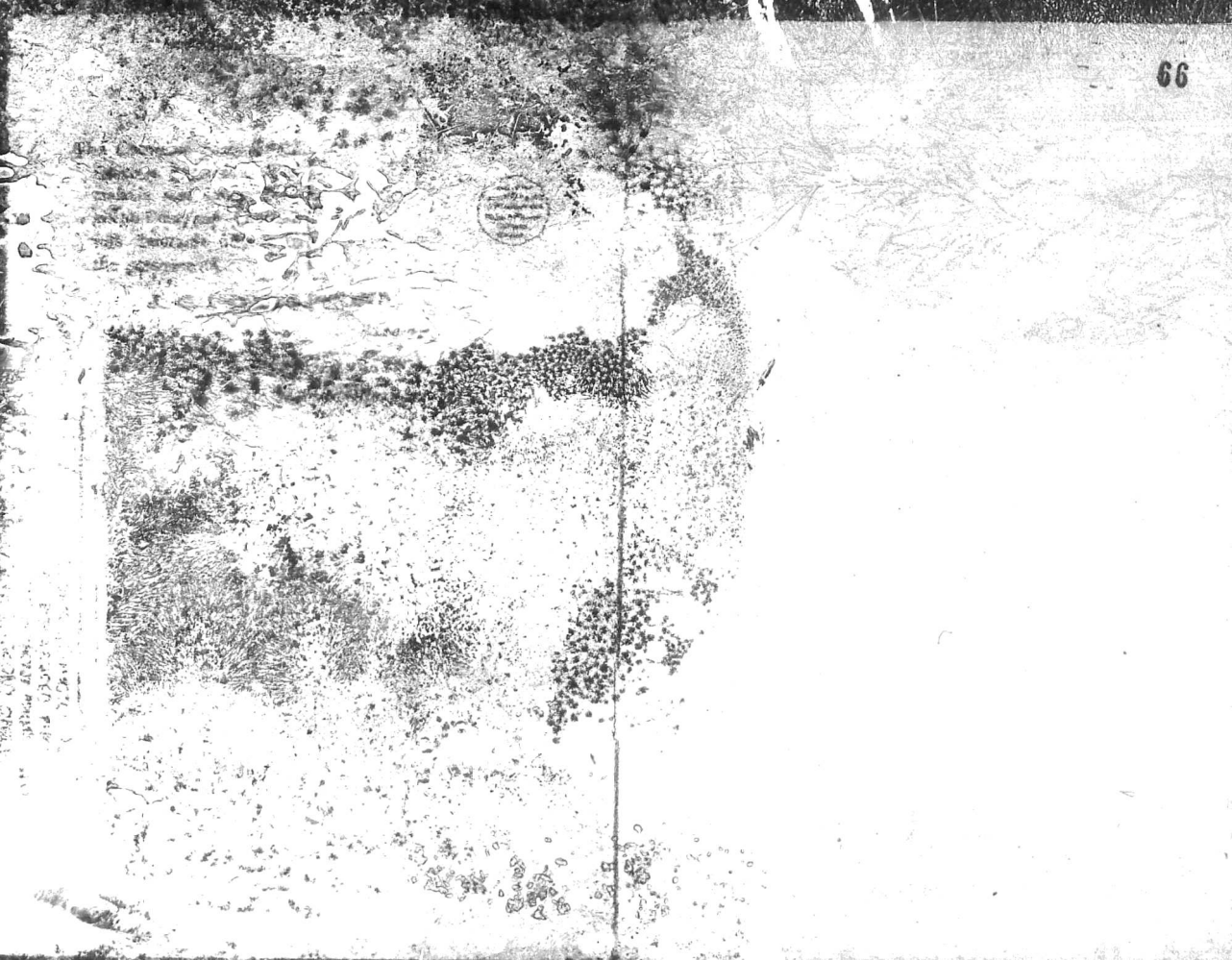
Subject always in respect of each and all of the said cables to all the conditions laid down in respect of a cable from Hong Kong to Singapore in the Licence dated the 8th day of August, 1913 as modified by the under-mentioned conditions (Articles 1 and 2 whereof to be substituted for Articles 8 and 9 of that Licence): -

1 (1) The Company will from time to time furnish to the Postmaster-General at his request all such information as to the rates of charge for telegrams, the extent and condition of their business, and their income and expendi-

ture, and their financial position, as the Postmaster-General may from time to time reasonably require, having regard to the ordinary staff and administrative capacity of the Company. Provided that such information shall (except for the purposes of this Agreement and such determination of differences as hereinafter mentioned) be treated as strictly private, and shall be in no way published or publicly made use of (except as last aforesaid) without the consent of the Company.

(2) The Company shall not at any time, without the consent in writing of the Postmaster-General, directly or indirectly increase the rates of charge for telegrams at present in force, except by such an amount as shall be necessary to cover any amount by which their outpayments in respect of telegrams to other Administrations and Telegraph Companies (except any of the Eastern and Associated Companies) shall be increased after the date of this licence. The above expression "The Eastern and Associated Companies" means the Eastern Telegraph Company, Limited, the Eastern Extension Australasia and China Telegraph Company, Limited, the Eastern and South African Telegraph Company, Limited, the West African Telegraph Company, Limited, the Europe and Azores Telegraph Company, Limited, the African Direct Telegraph Company, Limited, and La Société Anonyme Belge des Câbles Télégraphiques.

(3) If the Postmaster-General shall refuse to consent to any increase in the rates of charge, the difference between the Postmaster-General and the Company shall stand referred to the Railway and Canal Commission, who in determining such difference shall consider



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Dated 20th September, 1931.

THE  
GOVERNOR OF HONG KONG  
THE POSTMASTER-GENERAL  
AND  
THE EASTERN EXTENSION  
AUSTRALASIA AND CHINA  
TELEGRAPH COMPANY  
LIMITED.

### Landing Licence

FOR

CABLES AT KOWLOON  
AND HONG KONG.

Waterloo and Sons Limited, London Wall, London.

### LANDING LICENCE FOR CABLES

12th DECEMBER 1931

This Indenture, made the 12th  
1931, Between THE GOVERNOR  
LEONE (hereinafter called "the  
first part, HIS MAJESTY'S  
GENERAL (hereinafter called  
General") of the second part, and  
TELEGRAPH COMPANY, OF  
WEST AFRICAN TELEGRAPH  
LIMITED, and THE AFRICAN  
TELEGRAPH COMPANY LIMITED  
after called "the Companies" of the third

Witness the Companies have applied to  
Governor for licence to continue to maintain  
existing four lines of telegraphic cables upon  
shore and bed of the sea lying within His Majesty's  
Territory, and the said Governor has agreed to grant  
such licence upon the terms and conditions hereinafter  
set out:

Now this Indenture witnesseth that the  
Governor does by these presents grant unto the Companies  
and permission to continue to use the same and to  
to use on and along the foreshore and bed of the sea  
belonging to His Majesty at present in use and  
seaward direction, as shown by the lines of cables

NOT TO  
GRAPHIC

4

ern and South African Telegraph Company, Limited, the West African Telegraph Company, Limited, the Cape and Azores Telegraph Company, Limited, the African Direct Telegraph Company, Limited, and La Société Anonyme Belge des Câbles Télégraphiques.

(3) If the Postmaster-General shall refuse to consent to any increase in the rates of charge, the difference between the Postmaster-General and the Company shall stand referred to the Railway and Canal Commission, who in determining such difference shall consider whether any increase in the rates of charge is just and reasonable.

(4) The Postmaster-General may at any time by notice in writing delivered to the Company object to the rates of charge of the Company or any of them on the ground that they are not just and reasonable or request the Company to make provision for specially low rates for traffic of a non-urgent character to be transmitted at times when the cables would not otherwise be fully used, provided that in considering the introduction of such low rates due regard shall be paid to any difficulties in respect of the provision of staff and the necessity of maintaining the fully paid service in a state of efficiency.

(5) If when any such objection or requisition has been made the Postmaster-General and the Company are unable to agree as to the rates of charge which are the subject of the objection, or requisition, the difference shall

5

stand referred to the Railway and Canal Commission which shall have power to fix such rates of charge as they may consider just and reasonable.

(6) The Company may at any time after an interval of 19 calendar months from determination of such difference by the Railway and Canal Commission, by notice in writing delivered to the Postmaster-General, object to the rates of charge so fixed or any of them, on the ground that they are unremunerative to the Company, and that a higher rate or rates would be just and reasonable.

(7) If when any such objection as last aforesaid has been made the Postmaster-General and the Company are unable to agree as aforesaid, the difference shall stand referred to the Railway and Canal Commission with the like consequences as aforesaid.

(8) The provisions of the Telegraph (Arbitration) Act, 1909, shall apply to the determination of any such difference as is referred to in this clause.

2. The Company will from time to time furnish to the Governor or the Postmaster-General at his request all such particulars of the traffic passing over their telegraphs, and originating in or destined for or passing in transit through the Colony (including the distribution of such traffic among the Company's cables during any specified periods of the day, night or week), as the

Let Henry try to get  
care to see.

Mr. Churchill

East African Currency

Pending Mr. Bottomley's drawing up of a chart illustrating the relation of the East African florin to prices in terms of commodities, I can get the broad situation in a sentence or two. The East African rupee or florin was fixed at a rate in terms of sterling 50 per cent above the pre-war rate. In terms of gold it stands (at present rate of sterling exchange) at 18 per cent above the pre-war rate. In terms of commodities gold now stands at half of its old value. The East African florin is therefore worth in terms of commodities 59 per cent of its pre-war value. In other words, if you reckon in commodities, the old East African debtor is, even on the 2/- basis, being let off 41 per cent of his debt, though it is true he is not getting off as much as the old sterling debtor here who is being let off something like 60 per cent of his debt.

As regards the debtor situation it is really such more difficult than it sounds to arrange that debts contracted before the fixing of the rupee at 2/-, should be paid off at 1/4d. In the first place, many of them were contracted in rupees standing at any figure between 1/4d. and 2/4d. In the second place, a very large proportion of them are open debts, i.e. overdrafts at the bank, which could have been called in at any time during the last year, and which would undoubtedly have been called in but for the absolute reliance of the banks on the pledge given by this Office that the standard of value was now definitely fixed and stabilised and that there was no going back. Many creditors in East Africa are also debtors, and have borrowed in sterling on the strength of debts due to them in East African currency. If I had borrowed £1,000 on the strength of a debt of 10,000 florins due to me and on the

the definite pledge of the British Government that these  
30,000,000 will always represent £1,000,000, and I then  
got repaid only £180 by the East of Africa Secretary in 1916  
and went bankrupt, I am going to make an informal

I have been long enough on this point in East  
Africa business to sum up the real value and volume of the  
different noises, and I can assure you that the intensity of  
the howl which will arise from every section of the community,  
if you interfere with the whole outstanding mass of debtor  
and creditor transactions, would be infinitely greater than the  
noise you will get from sticking to the present position, which  
is mainly ~~being~~ repeated through a number of different channels.

It is quite true that East Africa is in a bad way.  
But I do not believe it is more so than West Africa, Malaya  
or the West Indies, all of whom are hit by the fact that whole-  
sale prices in the London market for the commodities they  
produce have fallen below the cost of production. If you are  
going to cut down the East African exchange to meet that  
situation, there is no logical reason why you should not do the  
same to all the other Colonies, which are equally dependent  
upon the producing interest. The mere fact that East Africa  
was till a year ago linked up with the Indian rupee does not  
really in any way differentiate this situation from that of  
any of the other Colonies which have been for a longer time  
on the sterling basis.

Another assumption on which the whole case for pulling  
down the exchange is based is that the natives will be content  
to accept the same number of rupees when they are worth 1/4d in  
exchange as when they were worth 2/-. Now, it is quite true that  
the natives did not ask for fewer rupees when the rupee crept  
up by impossible stages spread over a long series of months



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19

British  
Medical  
Association

MEDICAL OFFICERS

1921

STUDY LEAVE AND ALLOWANCES

11TH APRIL

Submits Applications on treatment of Dr C.H. Marshall  
and suggestions for encouraging officers to undergo first  
rate courses.

Gov/ 55756  
20

File 2894/10

W. B. Stanley  
Mr. Redman should see

Abstract 20 April 21  
Kemp 594  
Uga 238  
Byrne 135  
Jung (As) 62  
T. T. 303  
City comes for  
City. Sals 124

cons - 21 April 1921

1. I signed the particular case of  
Dr. Marshall, the statements are  
substantially correct, but  
with that in the very first letter  
sent to him about the course on  
21 Dec. 1920 (in file 2894 Ed.),  
he was told that in the event of his  
being successful . . . . he wd receive  
allowances, etc. - of para 18 of  
this letter.

But I trust that we shall ignore  
entirely in replying all reference to  
the individual case. It is unfortunate  
that the Comd. should take up  
individual work in this way; it is our  
work with the local Civil Service  
Administration that no individual

Embassy Post

Medical Secretary:

ALFRED COX, O.B.E., M.B.

Deputy Medical Secretary:

G. C. ANDERSON, M.D.

Assistant Medical Secretaries:

C. COURTNEY LOED, M.A., M.R.C.S., L.R.C.P.

A. D. MAOPHRRSON, M.A., M.B., C.M.

RECEIVED  
12 APR 1921  
COL. OFFICE

MEDICAL DEPARTMENT,

LONDON, W.C.

17683

April 11th 1921

In any reply  
please quote—  
ADM/ECL.

ENCL.

Sir,

The attention of the Association has been drawn by Dr. C. H. Marshall, Senior Medical Officer, Uganda, now engaged in an intensive course of surgery at the instance, the Association understands, of the Colonial Office, to certain facts in connection with that course.

2. From Dr. Marshall's statement the facts would appear to be as noted below.

3. Dr. Marshall was informed before leaving England he to proceed on leave on August 5th 1920, and on his return to Uganda from leave he would be required to undertake special surgical duties in the Province. He therefore applied to the Uganda Government for 3 months' study leave, in order that he might undergo a course of instruction for the specializations for the F.R.C.S. Edinburgh and F.R.C.S. London. The subjects for which are practically the same. The length of the courses which Dr. Marshall was required by the Colonial Office to take was approximately 3 months. The actual courses being taken last from January 20th to May 4th, the day on which the F.R.C.S. examination commences, i.e. 3 months.

4. Dr. Marshall accordingly applied on 27th Feb last to the Colonial Office for 3 months' leave on full pay. In a reply dated January 30th he was informed (1) that an extension of his leave in connection with the course for the F.R.C.S. could not be granted under the regulations, since his leave did not end until June 30th, he would have at least 3 clear months during which he would not have been undergoing instruction.

The Association is also informed by the Colonial Office that it has been ruled that no allowances in respect of the course would be granted him unless

-2-

he passed the examination for the F.R.C.S.

6. If the facts be as stated, the Association considers it of great importance that the above decisions be reconsidered, as it appears to the Association that the case involves principles of importance not merely to Dr. Marshall but to the East African and Colonial Medical Services generally.

7. Two questions especially appear to the Association to arise, viz, (1) extension of leave, and (2) payment of fees and allowances.

(1) Extension of Leave.

8. No. III of the rules dated January 1921 is as follows:-

"III. Extension of leave for courses of instruction.

(1) Extensions of leave for officers taking compulsory courses of instruction as in Sections I. and II. will be granted with full pay as follows:-

(i) If the officer is eligible for less than five months' leave in England in respect of resident service, such extension as will allow him a total period of at least two months during which he is not attending a course of instruction.

(ii) If the officer is eligible for five months' leave or more in England in respect of resident service, such extension as will allow him a total period of at least three months during which he is not attending a course of instruction".

9. From this it would appear that if a Medical Officer performs a short term of service and thus only earns 4 months' leave, he may gain extra leave by taking a course of instruction, but should he have done a full tour of service, or have extra leave due to him, he has no such advantage, and has to do the course of instruction in his earned leave.

10. The Association considers that such an attitude on the part of the Colonial Office would tend

towards inefficiency of the Medical Services. Medical Officers who have spent several years in the tropics do not find it an easy matter to resume their professional studies, and in handicapping those who are prepared to do so by compelling them to devote to study their earned leave, which would otherwise be spent in necessary rest and recreation, the Colonial Office would, the Association considers, be making a serious mistake. On the other hand, unless the Medical Officer keeps himself abreast with recent advances in medicine and surgery and refreshes his professional knowledge he undoubtedly becomes inefficient. If the Colonial Office wish to obtain efficient Medical Services, they have everything to gain by their Medical Officers keeping abreast with recent advances in their profession, and by their refreshing and perfecting their knowledge of the operations with which they do not come into contact during their leave.

11. The Departmental Committee on the Medical Services (please see enclosed Memorandum) in their Report of April 26th 1944 stated that the Association had indicated that proper arrangements had been made and emphasised the growing importance of leave as a factor in improving the efficiency of a Service. The Association pointed out that the Departmental Committee had not taken into account the fact that the Medical Officer's leave should be used to his advantage in the tropics. The Association pointed out that the Departmental Committee had not taken into account the fact that the Medical Officer's leave should be used to his advantage in the tropics.

The Association protests against the fact that rule III(ii), as violating this important principle.

12. Apart from the exception taken by the Association to rule III(ii), the Association protests strongly against the construction being placed upon that

rule in the present case. The rule says that such extension of leave will be given as will allow the Medical Officer "a total period of at least 3 months during which he is not attending a course of instruction". Obviously, the rule was intended to be applied according to the circumstances of the individual case, and not intended to be construed as providing that in the case of every Officer coming under it the total non-course period would be the bare 3 months. It is the construction which is apparently contemplated by the letter of the Colonial Office of 22nd January 1952.

In the case of the Medical Officer in the present case it is clear that the extension of leave should be applied in a way which will allow him to complete his course. It is clear that a Medical Officer could be absent for a much greater period than the 3 months if he were to attend a course of instruction. It is clear that the extension of leave should be applied in a way which will allow him to complete his course. It is clear that the extension of leave should be applied in a way which will allow him to complete his course.

- (1) a course of instruction at the Royal College of Surgeons in London
- (2) a course of instruction at the Royal College of Surgeons in London
- (3) a course of instruction at the Royal College of Surgeons in London
- (4) a course of instruction at the Royal College of Surgeons in London

86A

During the whole period since he joined the Service Dr. Marshall has apparently not had a single day's extra leave for study.

15. From the rules for East Africa of January 1921, as construed in the case of Dr. Marshall, it would appear to be impossible for any Medical Officer on the East Coast to obtain study leave in addition to his earned leave, as owing to the shortage of staff none does less than a full tour of service, and therefore earns 6 months' leave. Since the course of study required by the Colonial Office is 3 months, every Medical Officer has 3 months' leave apart from study, and this is apparently laid down by the Colonial Office as precluding him from actual study leave, in spite of the fact that an official who has spent several years in the Tropics requires, and is entitled to, his earned leave for rest and recreation.

*Amplified in the case of Dr. Marshall*

(2) Fees and allowances.

16. The Association understands from Dr. Marshall that he has been informed by the Colonial Office that no allowances or fees for instruction will be granted him unless he passes the F.R.C.S.

17. This ruling is presumably based on sub-para. (4) of rule II of January. As to this, the Association desires to make the comment that to insist on the passing of the F.R.C.S. examination as a condition of payment of fees and allowances is to ensure that all Medical Officers taking university courses of instruction will choose those entailing no examination for a degree or diploma, although there is no doubt that the higher the standard of examination, the greater the benefit gained by working for it. An Officer doubtless obtains more good from working for an examination of higher standard, even if he fails to pass it, than by being successful in one of a lower standard. Such a procedure on the part of the Colonial Office as is contemplated in rule II(4) of January appears to be a virtual penalty on the part of the best type of Medical Officer.

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# Indians Overseas Association

Telegrams: Kaloph, Strand, London.  
Cables: Kaloph, London.  
Telephone: Central 2826.

47-48 Danes Inn House, 21  
205 Strand, London, W.C.2.

April 21st

1921.

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

Sir,

I am desired by my Committee to transmit to you, as I do herewith, for the information of the Secretary of State for the Colonies, a Memorandum on the general position of Indians in His Majesty's dominions overseas, and, at the same time, to inquire whether, before coming to any decisions upon the problems relating to Indians in the East African territories, Mr. Winston Churchill will be pleased to receive a small informal deputation from my Committee to discuss with him the present situation.

Thanking you in anticipation of a favourable reply,

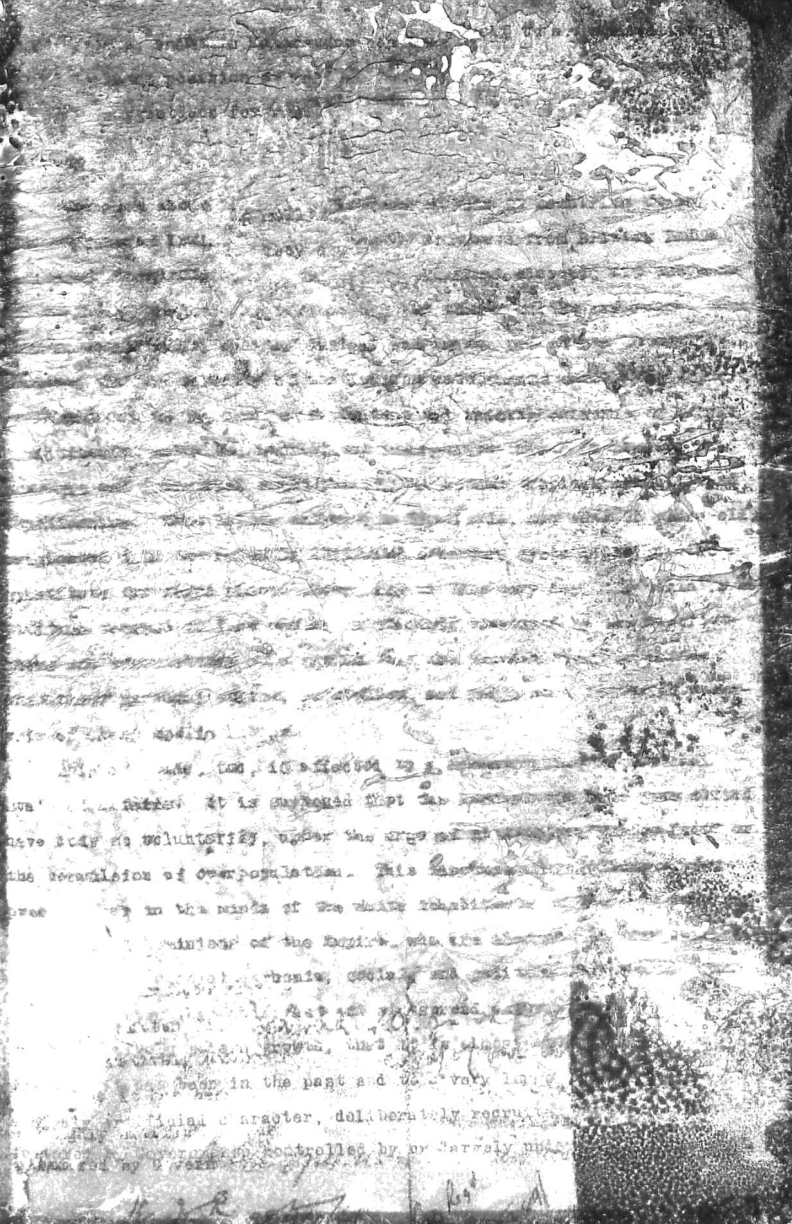
I have the honour to be

Sir,

Your obedient servant,

  
Hon. Secretary.

ENCL.



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India have a considerable surplus population that cannot be absorbed in its own country and must therefore seek an outlet abroad. The real problem of India, when reduced to its correct proportions, is how to distribute the surplus population of certain congested areas in other areas that are under-populated. Nor is it generally understood abroad that, with the rapid growth of Indian industrial centres, there will be an ever-louder outcry that labour for these new centres is insufficient.

As a matter of fact, where Indian labour is allowed to flow along the normal channels of emigration, almost invariably it proceeds to neighbouring tropical lands where it does not come into competition with white labour. Almost the only type of Indian emigration that may be truly described as free and voluntary is that of the few thousands of traders, clerks, officials, and artisans from Western India, and, with the exception of the special case of Indians in West Africa, it is questionable whether most of these would have emigrated had it not been for the opportunities provided for them to supply the needs of their compatriots of the labouring classes - opportunities that, in some instances, have extended to supplying the needs of the native and the European inhabitants of the countries in which they have settled.

Included in this large overseas population is an increasing proportion of Indians locally born, with no personal knowledge of India or Indian conditions, and, in many cases, assimilating to Europeans in outward habits of life, and ordinarily using European modes of thought and the English language.

#### Indian Labour Emigration.

In every country to which Indians have emigrated as recruited labourers, they have suffered intense hatred and shame under the indenture system or systems. The important aspects distinguishable from it, so far as the effects upon the emigrants are concerned. Those who have made an impartial study of the subject are agreed that there is no true

European workers, and, indeed, that it sides with the latter, and particularly the planting element, against the Indian labourers, and that it holds against complaints and all attempts to secure redress. It is, in fact, not too much to say that, but that the India Office, under the instigation of the Government of India, of late years, and also of its own volition, having become increasingly sensitive to Indian public opinion on this of all questions, has repeatedly intervened on behalf of Indians Overseas, the Imperial Government would to-day be denounced and condemned from one end of India to the other because of the acts of omission and commission on the part of the Colonial Office that have so seriously injured Indian racial prestige and the national self-respect, and prejudiced Imperial relations.

It is charged against the Colonial Office that it has completely failed to note the tendency of affairs in India, and that it has not sought to adapt its attitude or its methods to meet the requirements of the policy laid down in the declaration of August 20, 1917, and now embodied in the Government of India Act, 1919. One of the first reforms, urgently needed, is an entirely new orientation of Colonial Office policy and procedure on the subject of the treatment and status of Indians Overseas. Unless the Colonial Office fully realizes the meaning of the new spirit in India and the new aspirations now animating the Indian people, unless it recognises the Indian claim to exact equality of treatment and political opportunity in territories directly controlled by the Colonial Office, the Imperial Government will be hopelessly compromised and discredited, for Indians will not be slow to discern the unedifying conflict of policies pursued by the two great Departments of State, those of the Colonies and India, the consequent division of counsels, and the impotence of the Cabinet to give reality to the Indian policy laid down by it 3½ years ago, or to implement the pledges given to India with the utmost solemnity by a long succession of British sovereigns and statesmen.

...at that time under the Foreign Office  
...part of this area was, in 1908, precipitated  
...action for European settlement on grounds  
...of India, otherwise it would not have  
...Glasgow and Birmingham Chambers said

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... strongly opposed the ... of  
... were unnecessary in a public health  
... the pretence that reasons of  
... for the segregation policy.

... however, ... clauses should remain in the  
... and himself voted in favour of ... though he knew, at  
the time, that the whole question was the subject of re-consideration  
by the Cabinet. It is unnecessary to go into further detail on the  
general problem in Kenya since this has been admirably dealt with by  
the Government of India in its Dispatch recently published. India takes  
its stand upon the declaration of the Government of India that there is  
no justification in a Crown Colony or Protectorate for assigning to  
British Indians a status in any way inferior to that of any other class  
of His Majesty's subjects.

... should be adopted in  
addition to ... It is that Indians  
... the Governor's Executive Council  
... Indian interests involved in  
... and valuable to be trusted wholly  
... of Europeans. One only has  
... to be adopted; the emphatic  
... of Professor Simpson, whose  
... for outbreaks of plague have  
... principal health officer himself;  
... and the sudden  
... interests  
... and liver ...

Indians are to realise that the latter, in existing circumstances are entirely at the mercy of the former. If, in a colony in which they are pioneers, where they are to-day in a majority, whose system of law is mainly Indian, where their commercial interests are preponderant, they are to be relegated to a position of political subordination and racial inferiority, there is no doubt whatever that Indians in India will lose their last shred of belief in British justice when a conflict of interests between white settlers and Indian settlers arises. They will believe, on the contrary, that racial prestige, colour prejudice and economic jealousy will unite to the detriment of Indian interests and there is no hope or possibility of redress in existing circumstances. It is how it is possible, any longer, for His Majesty's Government to proceed in good faith against the imposition of racial disabilities and the adoption of a policy of segregation in the self-governing Dominions particularly in South Africa, as it has done for years, when in East Africa the Colonial Office has already adopted and enforced that very policy and they demand insistently to know whether or not the Colonial Office has the sanction of the British Cabinet. A satisfactory answer is hereby called for.

The Self-Governing Dominions.

The Self-Governing Dominions are on a different footing. For all practical purposes they are independent nations within the Empire, as is India which India itself hopes to achieve in the shortest possible time. It is recognised that in the nature of things His Majesty's Government cannot control the Dominions Governments but can only employ diplomatic action. As a matter of fact, however, whereas the Foreign Office is ready and willing to take up with foreign States complaints by representative bodies with regard to the treatment of Indians in those States, as for example, in the matter of a recent complaint from the Philippine Islands, the Colonial Office declines to make such representations to the Dominions unless it is pressed to do so on a specific point by the India Office. It should be as much the duty of the Colonial Office to

... of the British Government ...  
... it actually ...  
... for over sixty ...  
... the Government ...  
... will ...  
... serious disadvantage of Indian citizens. The Ordinances ...  
... of were sanctioned by the Governor-General in Council, in ...  
... spite of Indian protests. The Maritzburg Licensing Authority has ...  
... secured Municipal by-laws which enable it to refuse to renew trade ...  
... licences to a firm composed of a licence-holder and his son, and even ...  
... to renew licences to the heirs of a deceased licence-holder. If this ...  
... practice be extended it is obvious that the days of the Indian trader ...  
... are numbered, for, within a relatively short period, all ...  
... will become extinct. Indeed, at a recent Congress of ...  
... African League, this policy was expressly repudiated, and a ...  
... of strong anti-Asiatic resolutions was passed, including ...  
... that they ...  
... This threat ...



to remove the existing disabilities which are so heavy a burden upon the Indian population. Mr. Gandhi's letter of June 20th, 1914, indicates clearly the road along which the South African Indian population intends to travel.

#### Australia.

A recent Privy Council Case shows that one of the anti-colour statutes of Queensland, namely the Sugar Industry Act of 1913, remains unrepealed. Indian sugar cutters married to Australian wives and with families born in Queensland, have been prosecuted for being engaged in the sugar industry without being in possession of an education certificate or a certificate of exemption in lieu thereof, though they were employed under exactly the same conditions, as to hours and pay, as white workers under the Colonial Wages and Arbitration Law.

#### New Zealand.

The disturbances in Fiji and the wholesale flight of the Indian population there, have had their reactions in New Zealand, which has recently strengthened its Immigration Law against Indian immigrants. It is generally recognised that New Zealand has hitherto been one of the Dominions least anti-Indian, and the recent legislation, therefore, coming, as it does, immediately after New Zealand military intervention during the Fiji disturbances, has greatly shocked Indian public opinion.

#### Japan and the Dominions.

India has watched with growing alarm the anti-Japanese agitation in Australia and New Zealand, which has resulted in the passing of legislation adversely affecting the interests of Indians, since these Dominions do not differentiate in favour of Asiatics of British nationality. India is undoubtedly hostile to any undertaking that may bind her to support Australia and New Zealand against Japan. On the contrary, she feels a racial solidarity with Japan on the colour question, the significance of

to remove the existing disabilities which are so heavy a burden upon the Indian population. Mr. Gandhi's letter of June 20th, 1914, indicates clearly the road along which the South African Indian population intends to travel.

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that for this reason it is necessary to take steps to safeguard the rights of Indians and to secure their privileges as to immigration and naturalization. It is known that when the Immigration Bill was before Congress, and unfavorable representations were made with a view to securing the rights of white people against the Indians, the Indians made the representations and were met with the reply that the United States could not be expected to do more in the matter of Indian immigration than Canada, South Africa and the other self-governing Dominions had shown themselves willing to do. It will thus be seen that, just as the example of Great Britain and France may be quoted against this Country when it makes representations to the Union Government on behalf of the Indians resident within the latter's jurisdiction, so the United States and conceivably other countries may use the example of the self-governing Dominions as an excuse for a policy adversely affecting Indian interests. It is of course significant that neither France nor Holland nor Portugal in its Colonies, has differentiated against Asiatic immigrants, and Indians are free to go to the Colonies of these Countries and to regard them as their own land there than they are as regards the neighbouring self-governing Dominions.

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Kenya  
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21

11 May 1921

DRAFT.

The Hon Secretary  
Indian Overseas Association

MINUTE.

Mr. Jewell 7.5.21

Mr. Parry 7.5.21

Mr.

Mr. Arnold.

Sir H. Lambert.

Sir H. Read.

Sir G. Fiddes.

Col. Anson.

Mr. Churchill.

I want to ask the rest of you  
letter of the 29th of April regarding  
the sale of certain papers  
and request that you will be  
good enough to state in full  
the Parliamentary statements to  
which you refer  
a reference to the papers

Copy for Col. Anson 29 May 21

24.5.21

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ALL RIGHTS RESERVED PERMISSION OF THE  
PUBLISHERS IS REQUIRED

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

I am desired by my Committee to submit to the Secretary of State the enclosed note on the subject of the population in East Africa. My Committee has no doubt but that your Government has already realised how impossible it is to contain the population, but it nevertheless feels that in justice to the population in East Africa, the enclosed facts should be placed on

I have the honour to be,

Sir,

Your obedient Servant,

Hon. Secretary

In the House of Commons on 13th April, Earl Winterton put a Supplementary Question to the Minister suggesting that the Natives in the Colony of Kenya were strongly opposed to any farther rights being given to Indians. The Indians Overseas Association has now received from the Secretary of the Eastern Africa Indian National Congress, representing the entire body of Indians in Kenya, Uganda, Tanganyika Territory, and Swaziland, the following telegram dated April 27th:-

"Reference to Winterton's question about Natives opposing grant India rights. Natives looked after by European Chief Native Commissioner. We inform us no official information on the subject. Winterton's statement 17th. Excellent relations between Indians and Natives. Indian Congress whole-heartedly supported Arabs and Natives. Last December."

As to Uganda, the facts are set out in the following Statement made to Mr. Andrews on 20th November 1919, by the Prime Minister and Chief Justice of Uganda, before the Native Parliament:-

"With reference to meeting with you this morning, we beg to convey our appreciation of the attention, which we expressed on the following day, namely, (a).- We do want the Indians to consider their being here would be a harm to the country. Besides, we find we do not want our country to be united and this were done, we consider it would be a harm to the country. Besides, we find in the Uganda Treaty, 1900, and our Customs and Excise Act, 1919, interviews with His Excellency the Governor. The Resident as follows:- 'I was fortunate to discuss with him the Indian problem at all'

In the House of Commons on 13th April, Earl Winterton put a Supplementary Question to the Minister suggesting that the Natives in the Colony of Kenya were strongly opposed to any farther rights being given to Indians. The Indians Overseas Association has now received from the Secretary of the Eastern Africa Indian National Congress, representing the entire body of Indians in Kenya, Uganda, Tanganyika Territory, and Zanzibar, the following telegram dated April 27th:-

"Reference to Winterton's question about Natives opposing grant India rights. Natives looked after by European Chief Native Commissioner. We inform us no official information on the subject. Winterton's statement is that. Excellent relations between Indians and Natives. Indian Congress whole-heartedly supported Arabs and Natives. Last December."

As to Uganda, the paragraphs set out in the following Statement made to Mr. Andrews as representative of the Imperial Indian Citizenship Association, of London, in 1919, by the Prime Minister and Chief Justice of Uganda, before the Native Parliament:-

"With reference to meeting with you this morning, we beg to convey our appreciation, which we expressed on the following day, namely, (a).- We do want the Indians to consider their being here would be a hindrance to the country. Besides, we find that we do not want our country to be united with India. If this were done, we consider it would be a violation of the Uganda Treaty, 1900, and our Customs and Excise laws. In interviews with His Excellency the Governor, the Resident as follows:-

"The Resident of the Island I was fortunate to discuss with him the Indian problem at all."

in Senegal and the hope that there never would be any such problem. The Indians take their own part in the economy and no one wishes to take them out. The R. A. M. says that he had been in Senegal for 24 years and more than once had acted as Governor. He has no full permission to state his opinion, but the Indians have played a useful part in Africa by opening up and developing the country. He had always encouraged their coming because he had found that they helped the country forward and brought in their wares with the European.

Our simple illustration has been sketched in my mind and is very simple. It explains the matter.

The first element in this early process, in dealing with the raw savage is to gain confidence by means of trade and barter. Here the presence of the Indian is invaluable. The native is not frightened of him because of the Europeans, and the Indian pushes out in the back of him where no white man would go. The native comes along with a few eggs, a lump of bees' wax and other produce and sits down to bargain with the Indian. They go on bargaining, sometimes for hours. The European could never stand it. But at last the native goes away contented with a bit of Manchester cotton cloth and the Indian takes the eggs to the nearest market. There could not be a better go-between for such a useful purpose of exchange."

The relations of Indians and Europeans in West Africa are discussed and described at length by His Highness the Aga Khan, in his book - "India in Transition", in a special chapter. pp.116-132.

S. K. M.



together with a copy of the accompanying  
questions which gave rise to both  
communications.

You will cause

(3) I shall be glad if a report of the  
matter may be conveyed to the Pres. of the

Copies

May 1901

DRAFT.

the No. "Sec."  
Indians Overseas Act

MINUTE.

- Mr. Clerk
- Mr. Perkins
- Mr. G. Grindle
- Sir H. Lambert
- Sir H. Read
- Sir G. Fiddes
- Col. Amery
- Mr. Churchill

I am to call the sect of your  
letter of the 30<sup>th</sup> April on the  
subject of ~~the~~ <sup>the</sup> relations  
between Indians & Natives  
in East Africa, & to inform you  
that a copy of your letter and  
enclosure will be sent to the

Genl. of Kenya

ASISTANT H. J. REAR

P to J.O. with letter  
on Ind. Overseas Act  
Draft 2 d/11

1921

23402

STANDING JOINT  
COMMITTEE ON  
SIAM AFFAIRS

MAY 21 1921

MAY 21

For circulation

RESOLUTION OF IDEALS

Enclosed copy of Resolutions passed to  
by the Committee after hearing the Chief  
Secretaries for the Colonies of Siam.

- Mr. Boardman
- Mr. H. H. Bennett
- Mr. H. C. Brown
- Mr. G. W. Fisher
- Mr. A. C. Gurnea
- Mr. C. H. Johnson

Enclosed copy

MINUTES

*L. H. Chadwick*

This showed some of the  
two alternatives available. The  
only point is that in either  
"no action will be taken" means  
"no decision on policy will be  
carried out" or "no other  
steps will be taken previous to policy  
is of itself.

For example, I have already  
the most of experimental work  
fixed for the East  
is answering most opposition.  
The attached 6/17/21

*God 22637*  
*To the Committee on Siam Affairs*  
*God 23497*

Subsequent Paper

*God 23497*

that I instructed that a committee should be appointed to inquire into the proceedings, and that to change the policy of the Government would inevitably lead to a refusal to purchase from under-privileged States of India, given the other assistance, having regard to the fact that the Government's position is not such as to be able to represent the views of the Government, if the Committee is dissolved, to meet the

The Chief Secretary, however, says to meet the matter here, and, in a letter to the Secretary, I should be glad if Mr. Vignani would come in to see me, and I should be very sorry if I were to be held responsible by the Committee, and I should be glad to receive the views of the Government for possible action.

I ought to add that, as regards the Government, it has, in reference to the views of the Government of India Office, accepted the Government's view on matters such as the suspension of the sale of Government land.

It is to be regretted that the Government would prejudice the legislation of the State policy. This is, however, an exceptional case, and the suspension of the sales is causing considerable inconvenience.

Yours sincerely,  
 (Signed) Edward Wood

The Rt. Hon. The Lord Islington, Secretary of State

at present the position is  
 matters of which a large will be  
 maintained  
 You will remember that the  
 question was raised by Mr. Crombie  
 for a connection with certain farms  
 in the highlands of Kenya which had  
 been advertised for sale to Europeans  
 only & that I intimated that speaking  
 generally the status quo would be  
 maintained as you perceived  
 maintained in this respect through the  
 policy in this matter would appear  
 to be to keep the matter as far as  
 under discussion as we all were of being  
 the point should be clear  
 might be made the matter clear  
 & if a report is available I shall  
 be glad to see it & would send  
 it to you in any case I should be very sorry if I  
 ought to add that, as regards  
 separation & in here in reference  
 to the other statement as of the  
 I should be glad to take as  
 the intention of  
 the matter

by making it  
 clear  
 very clear

(when Mr. ...  
 beyond that saying  
 as soon  
 the expenses are  
 above you might  
 conclusion as to  
 C.D. or to be placed  
 the ...  
 the ...

unintentionally will  
 the Committee  
 an ...  
 found the proof  
 misunderstanding

20 reports  
 will be made  
 the position  
 present basis  
 however as  
 the country could  
 on

DRAFT

MINUTE

- Mr.
- Mr.
- Mr.
- Mr. Grindle
- Sir H. Lambert
- Sir H. Reid
- Sir G. ...
- Mr. ...
- Lord ...



23221 *Weymouth*

DRAFT.

*John [unclear]*  
James  
Yaiobi

Oct 18 1914

MARSHALLS

7 May

*abayas*

MINUTE.

Aborigines Protection

Mr. *Aspinall*  
Mr. *Bottomley* 16.5.14  
Mr. *Grindle*

showers  
Society state street

Sir H. Lambart,  
Sir H. Read,  
Sir G. Fiddes,  
Col. Amery,  
Mr. Churchill,

Sub-committee Conventions

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Association has  
preparatory report  
nameting

on various affairs for  
publicity  
publication st

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 European settlers,  
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East African  
 doubt  
 in the  
 applied in



It would be quite unfair to officers if they were to suffer from the existence of these reserves. The majority of Government officers do not believe that native chiefs do not abuse their authority and prevent any other methods being employed than training and education. But the constant pressure of the requirements of European farms and plantations put Government officers in a difficult position, and their position is made much more difficult by the instructions contained in the Labour Circular of October, 1919. They are told not to resort to compulsion and at the same time to produce labour and are involved in a conflict of duties. No aspect of the situation in Kenya Colony has caused greater concern to many of those who are familiar with conditions in the native reserves than the fact that by becoming involved in efforts to recruit labour, Government officers may lose their position as the respected friends and counsellors of the natives. An important and far-reaching principle of administrative policy is at stake. It is not necessary to emphasise the necessity of any action which would weaken or destroy the confidence of the natives in the Government and its protecting care of Government.

(6) The recent Native Authority Amendment Ordinance in Kenya Colony requires 60 days' labour for public works (in addition to time spent in travel, which is not paid for) from natives who have not worked for three months in the preceding