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EAST AFR. PROT.

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J. O. H. L. Y.

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Blair

1919

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Electric Power Board

In memo re sp -

Next subsequent Paper.

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THE AFRICA PROTECTORATE
THE ELECTRIC POWER ORDINANCE 1919

Letter to the
Under Secretary of State for the Colonies
from the
Electrical Engineer to the Protectorate Government.

To The Under-Secretary of State
for the Colonies.

Ref. The East Africa Protectorate Electric
Power Ordinance 1919

Sir,

I have the honour to inform you that I
have had the pleasure of discussing in general terms,
matters in connection with the above mentioned
Ordinance with Mr Boultonley and Mr Bus.

At this interview it was realised that
the Protectorate Government were not in the least
Colonial Office in possession of any knowledge of
many facts and circumstances of vital importance to
the protection of the public interest particularly
in connection with the affairs of the Nairobi
Electric Power Co. It also appeared to the East
Protectorate Government, or at least some of its
officers, including myself, and also the public of
Nairobi, have been labouring under a misconception
as to the attitude of the Colonial Office, of the
matters in question. As indicating the nature of
this misconception, I may say that the Nairobi City
Consulting Engineers are reported to have informed
one of their employees who was leaving for the
Protectorate, that they took no notice of the officials
in the Colony, as they had friends at the
Colonial Office and would get all they wanted.

Although

Although this accurately described their conduct it would have been regarded as mere recusation for the fact that our instructions now made by the Company with the object of securing the more definite commitment of Government, coincided peculiarly in point of time with steps being taken which had been taken by Government. It is impossible that this misconception is attributable either directly or indirectly to inadequate information from the Protectorate, which permitted what the Director of Public Works has aptly described as the undesirable triangular form of negotiations carried on by the Company, and by which they had passed to the Colony, or were to be handed to the Proletariate Government.

It is also conceivable to conceive and mistake as a general fact of the negotiations at the earlier period, that we intended to put a stop to the negotiations for the time.

The government does however repudiate in this, it is incurious to believe, reveal to you in a position of the utmost gravity, involving as it does in the public mind, and in some quarters especially, suspicion against the integrity of the Protectorate Government and the Colonial Office.

The position of the public service, aiding essentially a defence of the public interest, can only be justified if Mr Bonn is not entitled to do so. There is surely a statement of the facts and circumstances entirely without reservation, our letter from Mr... statement 1, etc., however, is not in the position which it contains, which would be regarded as impeaching

34

impeaching the integrity or ability of my colleagues in the service. If any mistake ever been made either in East Africa or at the Colonial Office, I respectfully ask you to consider the facts that the public supply of electrical energy is the most involved of all public services, and that it was impossible for non-technical administrative officers to realize the disaster which could and is still threatening to result from the disregard of the advice of Government's professional technical advisers, or to appreciate the nature of the undesirable difficulties into which they were getting involved by the adroit manipulations of the Nairobi Company, and also to consider that the firm was responsible for an unusual pressure of work and depletion of staff.

With the object of preserving the present position of safety and security as far as possible I have sent some time ago writing and telegrams to the memorandum now being submitted. It is however incumbent on me to ensure that the present serious situation is not made worse by the insufficiency of information your Committee can obtain. I have therefore decided that it would be unwise to further abridge the matter submitted. By implication it will be understood that much could be added to what I have already written.

I may here say briefly that these memoranda show:-

That the misconduct and abuse of their powers by the Nairobi Electric Power

Company, has for years been a public scandal.

That the continuance of this scandal which has caused great monetary loss throughout the District has worked the public and local bodies to a state of intense malignation, which now can be placated only by measures of stern justice.

That for permitting this scandalous condition to continue, the public blame Government or the Colonial Office, or both.

That Government was from the commencement unwise in not referring the Company on the question of water power to the D.P.W., from whom at any time they could have obtained under the established and equitable Water Rules more water power than they have ever had, any prospect of utilizing.

That when Government had obtained professional advice on electro-technical matters they acted in direct opposition to or in complete disregard of the advice of their technical advisers.

(An exception to this statement must be made of the period of the Administration as Acting Governor of Mr (now Sir Charles) Norrey. Not until Sir Charles took the reins of Government could we get the Electric Power Bill introduced to the Legislative Council. And otherwise as far as it was possible for him to do so Sir Charles gave effect to the advice of his engineering experts. There is of course also excepted the Administration of His Excellency Sir E. Norrey.)

That by following the advice so persistently given

given the public interest would have been protected in 1915 and the present position could not have arisen.

That the unwisdom of Government in disregarding the opinions and advice of the experienced professional advisers of the Secretary of State and of the Protectorate Government, and the rash intrusion of non-technical officers of Government into the techniques of this involved service, have for years defeated the endeavours of the technical officers to protect the public interest, and created (if not actually accomplished) Government being publicly denounced as impotent and incapable, if not worse.

That these circumstances have directly aided and abetted the endeavours and complete success of the Nairobi Company in the matter of their proposed new concession, in getting this document drafted entirely to their liking, with its unquestionable gross prejudice of the public interest. Stated shortly these circumstances as relating to the proposed concession amount to the fact that the only technical advice in which Government agreed, apparently with the concurrence of the Attorney General, was that of the technical adviser of this notoriously incompetent and defaulting Company, Mr. Hohenhouse.

That no suggestion emanated from Government that the Company should move their works to Thika or elsewhere.

That the Company designed in 1909 to secure control of further and more valuable water powers

before, they had any conception as to how or where that already secured to them could be utilized.

That they then inveigled Government into "negotiations" on the subject on the grounds that in the meantime they performed their obligations.

That the statement made by them before the Government Commission of 1912, to justify the fact that these larger water powers were gross misrepresentations; which also demonstrates incredible incompetence.

That the Company's statement that they were "invited" by Government to spend money on auxiliary steam plant pending their removal to Thika is a perversion.

That, on the contrary, they undertook by the contract of 1906, to provide any plant which might become necessary for the discharge of their obligations.

That they were aware of these obligations (vide Mr Bayldon's letter of January, 1907 and that of Mr Monkhouse of 27 April 1915).

That Government reminded them of these obligations at various stages.

That the Company have scandalously ignored their obligations since 1912 (1911) and that their misconduct has aggravated to an unpardonable extent by studied and continuous misrepresentations to the public, to the Colonial Office, and to Government.

That the Company on the 10th May, 1911, received from Government formal notice of default as required under their agreement.

That

That the abatement of the default was not effected, is established by the correspondence.

That the Company on the 5th February 1915 were informed by Government that their Concession stood open to abrogation without further notice, on account of their continued default.

That Mr. Monhouse, the Company's Consultant and Acting Managing Director on the 14th April 1915, was informed by Sir H. Belfield that it only required his (Sir Henry's) pen to cancel all the Company's powers, and that their continuance would depend on the Company fully discharging its obligations. This was confirmed to Mr. Monhouse by a letter from Government dated 29th April, 1915.

That the terms in this matter are the Protectorate, and the communications between the Company and Government and the Company's failure to supply, which were and still are repeatedly and publicly obvious, make it impossible in common sense to entertain any contention either that the Company had made good their default, or that Government's notice of default had been waived.

That by the 1906 agreement it was in the province of the Governor - no. 1. that of the Secretary of State - to say whether the obligation of the Company had been discharged in such a satisfactory manner that the agreement if it extended.

That the Governor has decided that the Company have not so discharged their obligations.

That the Arbitrators Award, under the Street Lighting Agreement dated 17th July, 1911, is

a legal judgment recorded against the Company in this respect.

That the Governor has ruled that no agreement exists and has acted accordingly.

That the easement and care employed by the Company in securing a protection from the proposed new concession of any reference to British Engagements and Board of Trade Regulations and notwithstanding the extraordinary steps taken by the Protectorate Government officers to acquaint the Company with the provisions of the proposed legislation, their studied silence on this latter subject is evidence that they had no intention of being subject to the final conditions under which electrical supply is constructed.

That if the Company had any representations to make on this subject the proper and in fact the only place where these could be made was to the Legislative Council of the Protectorate.

That the Company's eleventh hour antagonism to the Electric Power Ordinance, when it became obvious to them that they were not to be allowed to evade this measure which demands and will ensure the competent conduct of electrical supply, completely establishes the conviction as to the true motives of the Company.

That the statements made by the Company to the effect that but for the fact that the British Treasury prohibited them raising further capital they would have met all their obligations, is a deliberate distortion of the facts, as by the exertions

exertions of Government's officers, were capital than that which they said would suffice was offered to them through Government.

That several methods by which the Company could have effected a vast and urgently required improvement in the condition of the supply of electrical energy to the public, were known and were available to them.

That the Company's non-adoption of one or more of these methods, was and is to the public and to business men and engineers of the community in particular, utterly incomprehensible.

The only explanation for the vacuity of the Company is that the adoption of any of these methods would automatically have brought them under the provisions of the Electric Power Ordinance, i.e., would have completely annulled any prospect of obtaining this concession for the company-promoting scheme behind it.

That no doubt can be entertained on this point is evident from the fact that under the Electric Power Ordinance a bona fide and competent power supply company may obtain - almost automatically - such comprehensive powers for operation over a vast area (including all of the water powers required), and of such a liberal nature (the extent of which is automatically dependent on their good behaviour and performance), that the powers and privileges under the defunct concession and which it was sought to replace under a new one, are simply incomparable, but the Electric Power Ordinance effective

effectively precludes the possibility of the public interest in the public supply of electrical energy, being made the subject of imminent stamp-promoting speculation.

On the facts it appears to be quite plain that the Nairobi Company cannot lawfully contend either that the agreement exists or that they have a right to its renewal.

Also on the facts it is however incontrovertible that if any law admits the possibility of a legal claim, the correct course was taken in passing the Ordinance as adopted at its Third Reading. It is, of course, generally recognised that it is highly undesirable to interfere by legislation with privileges however granted even if they are anomalous and in any case, however bad the bargain might be on the one side, if the other part performed his part of the contract, it cannot be contemplated that a Legislature would interfere. In the case of the 1906 Concession to the Nairobi Company, the terms were anomalous to an absurd extent. The anomaly and the absurdity were considerably aggravated by the terms of the proposed new Concession. So grossly irregular and prejudicial to the public interest were some of the provisions of both the 1906 agreement and the proposed new one, that even with competent performance so far as an adequate supply and other matters are concerned, it is impossible to contemplate any legislation of a competent nature which could avoid canceling these provisions and making the agreements with respect to them subject to

the law.

When in addition to this state of affairs, we find instead of any attempt at competent performance, that the contractor has almost from the first callously broken every one of his contracted obligations, abused his monopoly position to the serious and irreparable injury of the public, and continues to the very last to attempt non-performance. Then his incompetence and really reprehensible conduct by brazenly making and remitting grossly false statements, then, I submit, it becomes the unquestionable duty of competent Government to ask the Legislature to correct the anomaly which has become a scandal.

This is precisely what has happened in the Protectorate in connection with the Nairobi Electric Power Company, and as entreaty and assistance, or the promise of sterner measures failed to elicit from the Colony the slightest practical evidence of bona fide intentions - quite the reverse - Government laid the matter before the Legislative Council, and after full consideration and debate the provisions of the Ordinance were adopted unanimously.

By the immediate application of the Ordinance (which is very urgently required and the delay concerning which is causing much public uneasiness) the position will be that no question can indeed arise, or be disputed, as to the validity or otherwise of Government's right that no licence exists. In any case, the company operation must obtain a licence under the Ordinance. On this point no

opinions of the professional adviser to the Secretary of State, and of the Protectorate Government, admit of no compromise as nothing can will, or can protect the public interest.

From either the point of view of the incompetence or from that of mischievous conduct and misrepresentation, the Company have really deserved the cancellation of their concession at any time for years past. Therefore, the permission to apply for the necessary Licenses under the Ordinance is, as the Director of Public Works has pointed out, the extent of the indulgence which can be held out to them.

On any such application being made it must necessarily be left to the Governor in Council to decide on the application, which must be made with full publicity as to intention, etc., of the applicant.

If the application is refused the Governor-in-Council may authorize any successful applicant to acquire the Company's works. The provisions which govern such an acquisition have been elaborated with great care in order to preclude the possibility of a deserving pioneer power developer being prejudiced by the purchase. These provisions were designed at the instigation of the Indian Board of Commerce and were very fully considered and approved by that body and the Legislative Assembly of the Legislative Council. It is to be noted that these provisions were designed to protect the most necessary and desirable element to the development and organisation

organisation of the power scheme of the Protectorate. It should therefore be obvious that if it becomes necessary to purchase the works of this Company the application of these provisions in the acquisition would ensure generous justice being done.

I will here conclude my reference to this Company with the information that by the law which has been in force since 1900, it is not competent for the Secretary of State, or for Government to grant monopoly rights to supply in any area. Also that the Concession which was proposed was an un-workable document. At the monopoly area which it was presumed to give to the Company, Government had already been forced to allow others to enter in order to give supplies which were urgently required and which this Company had promised would be available years ago.

The plant from which these supplies are being given has been in its entirety purchased and erected during the war.

Local settlers who are engaged in large developments in what was proposed to be this Company's area, have asked that they be allowed to take supplies from works now being constructed on the Maragua River, as they decline to jeopardize their business by relying on this Company for supplies. They have been told that they may take the offered supplies. Had they been refused they would have installed their own power plants.

(Initialled) J.M.B.

321



Blind Geomorphs of Lake

322

The following

are the main

types of landforms

in the basin

of the St. Louis River

and its tributaries

and the following

is a brief description

of each type.

1. Glaciated land

This is the most extensive

type of landform in the basin

and is characterized by

numerous glacial features

such as moraines, kames,

drumlins, and glacial

deposits.

2. Erosional land

This type of landform is

characterized by the

removal of material by

water, wind, or ice.

3. Depositional land

This type of landform is

characterized by the

deposition of material by

water, wind, or ice.

4. Tectonic land

This type of landform is

characterized by the

movement of the earth's

surface.

5. Volcanic land

This type of landform is

characterized by the

to the left side of the botanical
offices. No exact land was given.

Snow

Barrel

mention of Reffler letter has lately
been made.

The whole assembly, including
the members of the delegation, have
been received at the

Governmental office and invited
to negotiations at the Foreign
Ministry.

The Foreign Minister,
K. von Kappeler, has been
invited to the meeting.

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in the middle of November
1900, and was soon in the upper Rea
valley, where it followed the course of
the stream, which it crossed
at the mouth of the Colly Brook.
The Rea had been dammed
at its mouth by a large
breastwork of stones, and
was now a series of pools and
lakes, the water being very shallow.
The Rea was followed upstream
as far as the village of
Ludford, where it joined the River
Severn. At Ludford the river
was very wide, and the banks
were covered with a dense
growth of willow trees, and other
water plants. The water was
very shallow, and the current
was slow. The river was
followed upstream through
the village of Ludford, and
then through the town of
Shrewsbury, where it joined the River
Teme. The Teme was a
large river, and the water
was very deep. The current
was strong, and the banks
were rocky. The river was
followed upstream through
the town of Shrewsbury, and
then through the village of
Ludford, where it joined the River
Rea. The Rea was a
small river, and the water
was very shallow. The current
was slow, and the banks
were rocky. The river was
followed upstream through
the village of Ludford, and
then through the town of
Shrewsbury, where it joined the River
Teme.

specie, flat bottomed
little shell, very flat, broad
at base, pointed at top, ~~thin~~, thin
bottom - strong transverse ridges
crossing the disc and extending
across the face to the thick
middle. Dorsum dark
brownish grey, with a few
irregular black spots,
especially along the sides.
Ventral surface white
with a few small black
spots, especially along the sides.
The dorsal surface
is covered with numerous
small irregular black spots,
especially along the sides.

be placed orderly

in view of large jugs

and other vessels their foundations

broken by

that

the



elated to the ~~other~~ ¹⁸⁸⁰ species of the genus. It is a small tree, 10-15 m. tall, with a slender trunk and spreading branches. The bark is smooth and greyish, with some longitudinal fissures. The leaves are simple, alternate, elliptical, 10-12 cm. long, 5-6 cm. wide, with a pointed apex and a short petiole. The flowers are white, bell-shaped, 5-6 mm. long, with five petals. The fruit is a small, round, yellowish-orange drupe, 1-2 cm. in diameter. The seeds are numerous, small, and light brown.

The plant is found in the forests of the Andes, from Ecuador to Chile. It is also found in the mountains of Central America, particularly in Costa Rica and Panama. It is a common species in the forests of the Andes, particularly in the cloud forests of the Andes.

22 May 1953.

The plant was collected in the forest of the Andes, near the town of La Union, in the department of Choco, Colombia. The plant was found growing on a steep slope, at an altitude of about 2,000 m. The soil was poor and rocky, with some sand and gravel. The plant was found growing in a group of other plants, including several species of bromeliads and ferns. The plant was found to be a small tree, 10-12 m. tall, with a slender trunk and spreading branches. The bark was smooth and greyish, with some longitudinal fissures. The leaves were simple, alternate, elliptical, 10-12 cm. long, 5-6 cm. wide, with a pointed apex and a short petiole. The flowers were white, bell-shaped, 5-6 mm. long, with five petals. The fruit was a small, round, yellowish-orange drupe, 1-2 cm. in diameter. The seeds were numerous, small, and light brown.

discreetly. The best way to handle the
situation is to let the other person know
what you are doing. If you feel
that your co-worker is being unfair or
unjust, it's important to speak up. You
can do this by having a private conversation
with your co-worker and expressing your
concerns. It's also important to keep
yourself informed about what is happening
in the workplace. This can help you
make informed decisions and take
appropriate action if necessary. Finally,
it's important to remember that
you are not alone. There are many
resources available to you, such as
HR departments and legal advice,
which can provide guidance and support.
By taking these steps, you can help
ensure a fair and just workplace for all.

waterloo army. Conglomerate bed
of sandstone and mud deposited
by a river which had been

carried down by a current of water
and deposited.

Waterloo bed
is a thin bed of sandstone.

33

Victorians living in close proximity of their slaves
had the same good opinion of them as did
the slaves themselves, and they were
not at all inclined to let them go.
The slaves were
not allowed to leave the plantations
and were not allowed to go to town
or to buy anything for themselves.

Each slave had a certain amount of property allowed

that he might get and use.

They were not allowed to buy any property for themselves.

They were not allowed to buy any property for themselves.

They were not allowed to buy any property for themselves.

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They were not allowed to buy any property for themselves.

They were not allowed to buy any property for themselves.

332

Left side of the front wing. Dorsal surface
is heavily mottled with the following
localities of the species.

crop of these methods, was, and
would continue to be, the most
economical of all.

I hope to find the
advantages of "pick-and-plant"
method will be more apparent,
as time goes on.

The cost of labor
will probably be increased, as
the workmen will have
to be more closely supervised.

At first place, there will be little
or no increase in the cost of labor,
but as time goes on, the
workmen will become less
interested in their work.

As time goes on, the
workmen will become less
interested in their work,
and the cost of labor
will increase.

As time goes on, the
workmen will become less
interested in their work,
and the cost of labor
will increase.

As time goes on, the
workmen will become less
interested in their work,
and the cost of labor
will increase.

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workmen will become less
interested in their work,
and the cost of labor
will increase.

As time goes on, the
workmen will become less
interested in their work,
and the cost of labor
will increase.

As time goes on, the
workmen will become less
interested in their work,
and the cost of labor
will increase.

As time goes on, the
workmen will become less
interested in their work,
and the cost of labor
will increase.

official to the public after
some of the officers
and men had been
killed and wounded
in the battle. The
battle was fought in
the afternoon of the
1st of October, 1864.
The rebels were
defeated and driven
back across the river
by the Union forces.
The rebels lost
many men and
the Union forces
lost many also.
The rebels were
driven back across
the river by the
Union forces.

the Standard of the
United States of America.

of the only competence of John Mot
telle's questionable conduct and
misrepresentation. It is to have
and to demand his removal
from the Board.

Proposed draft

To the Board of Directors:

Applying for the keepership of the
under the Repliances 45,000 lbs.
in the Lake Ontario City, His
Majesty's Royal Canadian Navy.

It is proposed to have the
same removed from the
Board of Directors.

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same removed from the
Board of Directors.

in view of the circumstances of the case, it is believed that the
best course would be to have the investigation conducted by
the State Department, and the results of the investigation
communicated to the appropriate legislative committees.
The following recommendations are made:
1. That the Senate Committee on Foreign Affairs be requested to
make a special investigation of the
activities of the Chinese in the United States.
2. That the House Committee on Foreign Affairs be requested to
make a special investigation of
the Chinese in the United States.
3. That the Senate Committee on Foreign Affairs be requested to
make a special investigation of
the Chinese in the United States.

