

but I have still seen in Sir R.
Mackenzie. It is difficult to believe
either's account of the other, but I
mention for what it is worth a state-
ment that Mr. Foulkes made to me
this morning to the effect that Sir R.
Mackenzie is extracting money from
him as the price of keeping open
beyond the 25th of May the arrangements
which subsist between Mr. Foulkes &
Lady Mackenzie. That would to a
certain extent explain $\frac{11}{14356}$.

On the whole I would grant an
extension of time of a month, unless
our legal advisers consider it in view
of $\frac{11}{14356}$ that we are deforced from
doing so by Sir R. Mackenzie's account
of the situation as between Lady
Mackenzie & Mr. Foulkes.

Mr. Foulkes is naturally anxious
for a reply before the 25th instant
I told him (he brought his letter

in person) that I could not
guarantee that he would get a
reply so early, but that all
expedition would be used in
dealing with the question, & that
he should be informed of the
decision by telegraph.

The C.A. should also be
informed of the decision without
delay.

JAB

May 25

Mr. Cook
Mr. Fiddes

Proceed as proposed?

H. J. R.

25/5

Mr. Fisher

There is no legal objection that
I can see to granting the request.
But it puts us in the awkward
position of being pressed by both
parties. I should be inclined to write
to Sir K Mackenzie stating that Mr
Foulkes has applied for an extension
on the grounds he gives (not sending
off or justifying his letter) & that
unless he can show good reason
to the contrary the S/S is disposed to

15735

20, LANCASTER ST.,

London. W.

Twenty-fifth May 1911.

THE RT. HONBLE THE SECRETARY OF STATE
for the COLONIES.

271

My Lord,

Malindi Concessions.

An agreement was entered into dated the 28th day of February and expressed to be made between the Crown Agents for the Colonies, acting for and on behalf of the Governor of the East African Protectorate, of the one part and myself of the other part and in which it was agreed that if I should, within three months of the date of that Agreement form a Company with a nominal capital of £20,000 and should procure that share capital to the nominal amount of at least £5,000 should be subscribed therein by responsible persons, and that arrangements to the satisfaction of the Crown Agents were made insuring that £5,000 of the said sum of £20,000 would be available for the purpose of development and improvement of the lands therein referred to then the Crown Agents would execute a Lease to the Company in the terms of the draft Scheduled to the Agreement.

It will doubtless be in your knowledge that this agreement was the outcome of prolonged and expensive negotiations on my part which had extended over a period of many months. The period of three months mentioned in the Agreement was so fixed because it was considered to be adequate for the purpose of forming the small Company then contemplated, although it was in fact then mentioned that probably a longer time might be required.

Although the agreement is dated on the 28th February it was not in fact delivered to my Solicitors until

a copy for 306 25/11/11

95

495 20

some weeks later. I believe the date was about the 21st March.

The form of Lease attached to the agreement provides for a first Lease of three years only and for a further Lease of 96 years in the event of a sum of money amounting (with the £5,000 mentioned in the agreement) to a total of £20,000 being subscribed and available for expenditure upon the Concessions.

Immediately the agreement was sealed and delivered over I took active steps for the purposes of promotion of the smaller Company but I found considerable difficulty in finally arranging the matter because of the shortness of the first Lease and it was felt in commercial circles that proper safeguards should be taken so as to make it certain that the larger sum of £20,000 would without question be available so that the whole period of 99 years lease should be ~~validly~~ ^{well} made certain.

These commercial requirements of course made it much more difficult for me in the time at my disposal to insure the formation of the Company as it meant providing a working capital of practically £25,000 instead of £20,000.

It was also necessary for me to arrange to be relieved of the agreement to which I had entered in respect of the smaller Company as it seemed to be clear in view of the advice which I ~~had~~ ^{had} obtained in commercial circles that the development of the estate would be seriously crippled if the larger proposal were not dealt with in the first instance.

I thereupon entered into arrangements for the formation of the larger Company and I entered into negotiations with financiers and others for the formation of the Company with a working capital of at least £25,000 and a substantial reserve of unissued shares.

I personally actively concerned myself in assisting the formation and during the past two months I have been uninterruptedly engaged upon my arrangements with my financial friends

THE RT. HONBLE. THE SECRETARY OF STATE
for the COLONIES. Page 8.

Continued.

were made with a view to the formation of the Company during the week preceding Whitsuntide and Underwriting Contracts with respect to the necessary capital had been prepared and were on the point of being executed for this promotion, verbal promises having been made. Unfortunately the untimely death of His Late Majesty King Edward the VII., which occurred a few days prior to the date fixed for the completion of the matter and the consequent disorder which followed in financial circles entirely prevented the project being carried out.

I am loth to break away from the financiers with whom I have been in close touch and who had verbally arranged this matter ^{and} I feel it would be impossible in the short period at my disposal to definitely conclude negotiations with any other persons.

Moreover, I am in a position to state that I have concluded arrangements whereby the Company can in fact be registered on or before the 28th day of May (which is the date mentioned in the agreement for Lease) if a short extension of time can be granted for the purpose of satisfying the Crown Agents upon the other matters required in that agreement namely:- the subscription of the necessary quota of capital, and that the appropriate sums will be available for the purpose of development and improvement of the lands to ^{be} leased.

The breaking down of all these arrangements by reason of my not having a short extension of the period for that purpose will personally involve a heavy pecuniary loss and great disappointment to myself and also of course to others, and inasmuch as this request for an extension becomes necessary by reason of the sad circumstances to which I have referred, and an act of God entirely beyond the control and foresight of any person, I trust that you will be able to see your way to agree ^{to} the extension I ask for.

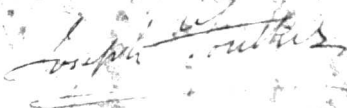
I need not say that the registration of the Company, ^{involving} ~~amounting~~ as it does ^{payment of} ~~to~~ substantial fees amounting to over £250, will be an absolute guarantee of the bona fides of my application.

Perhaps it would be well if I mention that I have made ~~and~~ arrangements with Lady Mackenzie of Scotwell ^{who was} ~~and~~ with myself ~~as~~ interested in the original Concessions, also dependent on the registration of the Company on or before the 26th of this month.

I would earnestly ask that the extension to be granted for the purposes I have mentioned should not be less than a month and I shall esteem it a great favour if you can allow me until the end of July for this purpose.

I am, my Lord,

Your Lordship's obedient servant.



18766

S.A.P.

Sent 15 p.m. 26
May 26
2.5

DRAFT.

Telegrams
London

Conditionally on registration
Extension of one
month granted

MINUTE.

- Mr. Byles May 26
- Mr. Fiddle 26
- Mr. Just
- Mr. Cox
- Sir G. Lucas
- Sir F. Hopwood Feb 26. 5
- Col. Bech
- Lord Crom

for purposes of
clause one of
of agreement
dated 28th February

for London

1910

under Secretary
Colonial Office

3 dffs



15766

521

277

India 26 May 1910

DRAFT

Gentlemen

With ref to your

MINUTE.

- Mr. Baker May 26
- Mr. Fiddes 26
- Mr. Just.
- Mr. Cox.
- Sir O. Lucas.
- Mr. F. Hopwood. 26.5
- Col. Seely.
- Lord Crewe.

likes Sec of the
 + 30th of March I am
 directed by the Earl
 of Crewe to transmit

for answer

Foulkes May 25
(15766)

W. Foulkes 26/10
d/s Kerewick

K. Mackenzie May 12
(14358)

to Sir Mackenzie May 24
(14358)

to you a copy of
 the correspondence with
 Mr. Joseph Foulkes
 from which you

will see that the
 discussion 3 d/s + 109358 + 20 = 15766

handwritten name
W. Foukes

an extension of
time of one month,
i.e. till the 28th of
June, for the purposes
of clause 1 (b) of
his agreement
with you dated the
28th of Feb^r 1910.

JUN 1910

A copy of
correspondence with
Mr. Kenneth Mackenzie
of Beattie Basket
on the subject of the
agreement is also
enclosed

+