

EAST AFR. PROT
20865

Amica-Editor
L.P.

Date.
1912

Conference at Co.

5 July
at previous Paper

Suggests amended date 23 July

20676

W. Read

See also $\frac{W. 1}{20676}$

Submit a draft. The date is far enough ahead to assume Sir P. Stewart's attendance. We had better warn him at once & also secure Mr. Tanna Hill who has spent some time in examining the accounts submitted by the Company for our inspection. We ought all to meet some day before the date fixed and decide what line we are going to take

How and when to send
July 19 1912

at subsequent Paper
20999

with the Company. It would be improper to
go into the conference unprepared.

JFB

July 6.

I enclose

at one.

& J R

of 1/4

W Butler

I attach a copy of a report prepared
by Mr Sarnahill as a result of
his examination of the Company's
books in which he sets out
various points in which it is
stated that we should have legal
advice before we come to grips with
the Company. As far as the
question whether or not the Company
has expended £20,000 on the
development of the uranium ^{is concerned} _{is concerned} ^{the point}
is concerned _{is concerned} ^{the point}

important point appears to be that
the financial manager's salary can be
held to be a disbursement in disbursements
if there is proof against the Company,
they have no claim whatever of ~~substantiating~~ ^{showing}
an expenditure of £20,000. If we can
well establish this point against
the Company it may not be necessary
to go at length into some of the
smaller points raised.

There is one point which Mr
Sarnahill was not directly brought
upon and that is the point
whether the Company can properly
claim an development of the money
which they have spent on the property
which they have contributed to build
to his [?] Rutter, Blain, Lumsden

to show from the 1st forward's list
of the 12th of Jan (1847) that all
subordinate in the development of
his property is included in the
accounts presented by the Company.

As we have, I think that
Mr Lannabell has produced a smaller
useful what, and I suggest that
he deserves a word of praise

Mr Lannabell is at present in
Norfolk but he will come up when
called upon to do so. I suggest that
we have a meeting in the afternoon

of the 22nd to discuss the question
now in an open to trouble the Company on the 23rd

W. Read

2 apes. 23rd July 17.

I agree. I have not yet heard
from the committee but the legal
points in detail & so should
be glad to have the papers
well before the 22nd if possible
I thought it best to send them
at once. 18/7 72

Dr G. Fiddes

I think that we had
better bring Mr Bellfield into this
the 23rd of July was fixed as a
date for the meeting because Dr P.
Inward was going back in the middle
of August. Mr Bellfield - not going
at all till Sep. & Col. Owen Thomas
is returning from a serious operation so
that the meeting might well be
postponed until (say) 1st of Aug.
Meanwhile we might send the papers
to Mr Bellfield & arrange at a
preliminary meeting - at which it
be well that Dr P. should be present -
among ourselves for say 30th or 31st of
July.

H. J. R.
19/7

at once
14/7

through the fact from books 1. South
 as seen at Montreal & he seemed to
 think it would not be possible
 to select them from there to undertake
 the survey of this concession. The
 procedure adopted in the survey is
 as follows (at least I think I mean
 it rightly). The surveyors go through
 the land with the Luvale (local
 chief). They delimit the land
 & collect the evidence of native claims
 as laid down by the Luvale. Later
 the land court issues on the same
 area a ward title on the evidence
 so collected. It is not of course
 bound to accept that evidence
 but Mr. D. seemed to think that
 in practice it would do so.
 There is of course no absolute title
 until the decision of the land court
 is given, but the conclusions of
 the Luvale & the surveyors would
 be I imagine a sufficient basis
 for the commencement of agricultural
 development. Mr. D. said that
 the Luvale at Gazi was a very
 good man & seemed to think
 that there would be no difficulty in
 getting the Luvale to point out some land

whether the area of the concession
 which is in his opinion from
 native rights & then getting this
 land defined (at ^{ordinary} survey) - in
 this way the Coz would be hardly
 sure that their operations
 were being carried on on safe
 ground, though they would
 not get an absolute title.

Mr. D. says that as one
 of the of Montreal he may better
 like than the Coz now have
 to deal with their concession
 than pick the land they propose
 to work & make their own bargain
 with the natives. He says that
 if the Coz had been consulted
 before they would have done
 the same.

The above remarks seem
 to point out a possible line
 of settlement - it might
 offer to guarantee them as title
 to some area (to be agreed) at
 once & to let them start the

the delimitation
 the Luvale
 the Coz's
 opinion

because they have already
committed.

(ii) Some part of their obligations
as to expenditure for future
years - or he will

(iii) ^{Let them sit} All the expenditure ^{is} ~~is~~
+ submit an estimate to
be laid to so many acres per
year

In return for this we would
insist on a substantial evidence
of the Area of the Concern.

This is of course merely a
suggestion & we should I imagine
want to see what they propose
first.

C. J. M.

Dr. J. Anderson

We are going to meet the representatives
of the Co^y again on the 15th. In the
meantime they are preparing a statement
of the conditions which they desire to
be in going to have a preliminary discussion
to determine generally ^{the} conditions which
be required.

The local folk cannot claim the title
to the whole concession at present, but they
ought certainly to be able to free say
5 or 6,000 acres or so to give the Co^y
something definite to work upon - & if we
could arrange for this to be done at once
we could use it as a pawn in the game.

at once H. J. R. 9/10/18

1912.

re East Africa Estates Limited.

DASTAL CONCESSION.GAYI.

Report of Meeting held at the Colonial Office
August 1st, 1912.

Present: for the Government. Mr. H.G.Belfield,
Messrs Read, Butler, Tompson, Batterbee and
Tannahill.

for E.A.Estates Ltd. Lord Cobham, Colonel Owen
Thomas and Mr. Martineau.

Mr. Read put forward various points set out in
paragraphs 1 to 12 of Mr. Tannahill's report of
July 10th, 1912, where the Government were not
satisfied that the terms of the lease had been
fully complied with as follows:-

Government Contentions.

1. £576 had been expended
before October 9th, 1908
but was included in total
amount.

E.A.Estates replies.

1. The Company had re-
ceived a telegram
stating everything was
settled and had started
developing without
waiting for the lease
to be completed.

2.

Government ContentionsA. Estates Replies

2. According to definition of development in letter Sec. of State to Goldman 15 April 1948 it is contended Colonel Thomas' and Mr. Grant's salaries are "administration" expenses and should not be included as development.
 3. Safari and Travelling Expenses away from the Estate are not development.
 4. Passages of Gen. Sawyer from England are not development.
 5. The items in para. 8 of Mr. Tamahill's report.
 6. Surplus expenditure on Bacon Factory.
1. Colonel Thomas was engaged to supervise some 250,000 acres, owing to the Government having failed to grant this area he was forced to confine his supervision to only some 1500 acres.
 3. It was necessary for a responsible person to examine coconuts before purchase.
 4. Same as to 2 supra. In reply to a query Col. Thomas stated that he spent about 6 months in the year in S.A. including the time spent in travelling from and to England.
 5. Mr. Martineau asked that these might be forwarded for his consideration.
 6. Lord Cobham in the course of the meeting stated that if the Government should insist on a strict legal interpretation

Government Contentions

7. Cables.

8. Maintenance of Agent on the property.

E.I. Statutes Replies

interpretation of the Development definition he should feel justified in including surplus on Hason Factory in Coast development.

7. Cables were necessary.

6. There always had been a white man in charge. Colonel Thomas did not remember his letter regarding Riddler.

9. His Excellency summed up the position from the Government point of view shortly as follows:-

(a) The Government are not satisfied that the Company has fulfilled its obligations.

(b) It had always been supposed that the Company themselves would develop the Concession whereas it was now apparent the Company only intended to act as intermediaries for the realisation.

(c) It has been proved that the lease requires considerable alteration.

(d) In view of the foregoing he felt the Company should be prepared to accept a very considerable reduction in the area of the concession in exchange for some reduction in the nature of their obligations.

10. Lord Cobham in replying very generally to His Excellency stated the Company were not only in a position, but very anxious, to fulfill their obligations but had been greatly obstructed by reason of the Government not carrying out Clause 15 of the lease which provides for Survey by the Government.

Further that although he maintained the Government requirements in regard to the expenditure of £20,000 had been fulfilled, if it could be proved the Company were not entitled to include certain items referred to by Mr. Read then the Company would claim the exemption from the determination of the lease provided in the last sentence of Clause 10(ii) of the lease.

11. It was finally decided that representatives of both sides should meet again at the Colonial Office on August 15th to discuss an entire remodelling of the lease.

(sd) ARTHUR S. TANDARILL.

Land Ranger

N.A.

August 3rd, 1912.

A. G. TANNAHILL

Land Ranger.

I have the honour to report on various matters connected with the East African Estates Limited (Coastlands Concession) arising out of a preliminary examination I have made of the Company's expenditure, as supported by certain vouchers deposited at the Colonial Office, and in furtherance of His Excellency the Governor's despatch No. 65 of January 26 1912 to the Right Honourable the Secretary of State for the Colonies.

1.

The East African Estates (Limited) hold their Concession on a lease from the Crown executed 20th April 1910 the Covenants of which operate from 9th October 1906.

Clause 10 (1) of this lease reads as follows:

"The Lessees will during the first three years of the said term lay out and expend the sum of £20,000 at the least in the development and improvement of the demised premises to the satisfaction of the Governor and such expenditure shall be made in addition to such moneys as the Lessees may lay out

in

LAND REVENUE

Land Revenue

I have the honor to report on various matters connected with the... (mirrored text)

The... (mirrored text)

The... (mirrored text)

in the erection of the Bacon Factory pursuant to the covenant in that behalf hereinafter contained. The said expenditure shall be confined to such matters and things as in the opinion of the Governor or relate directly to the soil and its products. The Governor or the Crown Agents may from time to time call for vouchers certifying such expenditure and the Lessees shall supply such vouchers to the Governor or Crown Agents."

2.

"The Lessees will during the first three years" --- The accounts (so far as I can gather from the vouchers which are not all forthcoming) show that a sum of £576 (Cash Statements Nos 1, 2 and Part 3) expended before October 9th 1908 are included in the total claimed for "three years ended October 9th 1911" of £20,068.12.6.

Query A. Is expenditure prior to the commencement of the lease properly or improperly included?

This sum of £576 is made up of a large number of items including Safari expenses. It is not the custom in calculating value of Development on ordinary farm leases to include the expenses a Lessee may have been put to in travelling over the Protectorate selecting his farm, and it is extremely undesirable to establish a precedent to that effect.

Query B. If it is held that certain items of this £576 dealing with development can properly be included, is expenditure on Safari to be included or excluded?

It should be noted that the sum of £20,000 is a figure that has only been fixed after considerable correspondence. On June 13th 1907 Mr Goldman the original

£20,000

(except the salaries and wages of persons habitually employed on the leased premises, or commercial agencies concerned rather with selling than producing)

I propose therefore as the simplest method of preparing a schedule to submit items taken from the accounts (with notes thereon) where I am not satisfied in my own mind that they fulfil the definition set out in Clause 10 (1) of the lease and the letter above quoted.

- b. Query 2. (a) General Manager's Salary. £1,000 per ann.
- (b) Assistant General Manager's Salary 400 " "
- (c) Resident Manager's Salary 600 " "

(a) General Manager's Salary. I contend that an enormous proportion of this sum amounting to £,000 for the three years comes under the head of "Administration expenses" specifically excluded by the Secretary of State's letter quoted above. Colonel Owen Thomas is not habitually employed on the leased premises. I very much doubt if he has been in East Africa more than 18 months of the three years. Even when in East Africa a very considerable portion of his time is engaged on the Bacon Factory. Some considerable portion of his time also has been taken up in arranging for the sub-Company "The Galla Rubber and Plantation Company Limited". The salary itself is irregular but the Company will be able to prove that Colonel Owen Thomas was anxious to resign & is positive so much so that arrangements were completed to engage a Resident Manager at a salary of £1500 per annum when the German died, and after that a prominent official in British East Africa, but arrangements with the Colonial Office fell through

through

... but it is very much in excess of the current rate of wages for anyone who requires two men to supervise him. It should be noted that in addition to the resident Manager, there is a white Book-keeper and two white and one Coon Overseers whose salaries total £600 per annum excluding living expenses.

Shortly it amounts to this, the Company are paying in salaries ^{in addition} about £3,136 per annum. No other planter on the coast for the same results would feel justified in spending more than about £956 per annum.

I should be noted here that in addition to the Salaries quoted above, each of the Employees receives house rent free, free food, free passages to England and free Attendants, all of course paid for by the Company.

6. General Manager and Staff, Safari and Travelling.

These are expenses incurred off the Estate and the vouchers give very little information as to their necessity or reason.

I find the following items included under this head.

Owen Grant Travelling from Babon Factory to Coast and Return all debited to the Coast.

Colonel Thomas. Very expensive Safaris to German East Africa, Uganda, Zanzibar etc. all debited to the Coast.

Colonel Thomas' Club Bills at Mombasa and Nairobi.

Hotel Expenses.

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- Colonel Thomas' Club Bills at Mombasa and Nairobi.
- Hotel Expenses.

Query D. Can the above be considered "Administration Expenses" if not, what principle should be adopted in allocating this expenditure?

7. General Manager and Staff. Passages to and from BRITISH EAST AFRICA.

These expenses are kept separate and distinct from Safari and Travelling expenses.

Query E. Can the passages of General Manager and Assistant General Manager be considered as "Administration Expenses" and excluded?

8. The following are items I have noted as open to Query and should be glad of Counsel's opinion on each.

~~Query F.~~

- (1) Novels for Colonel Thomas
- (2) Registration Fee for Telegraphic Address
- (3) Annual subscriptions for six weekly copies of East African Standard Newspaper for Earl of Plymouth, Viscount Cobham, Duke of Westminster, Mr Fitzgerald, Lord Selkirk and Colonel Thomas.
- (4) Camp equipment for Safari
- (5) 15 copies of a Coast Map.
- (6) Deck chair for Colonel Thomas.
- (7) Expenses at Royal Agricultural Show.
- (8) Photographic requisites. Developing and printing photographs.
- (9) Book on East Africa
- (10) Expenses of Lord Cobham in East Africa.
- (11) Hire of Bicycle for Mr Thomas (June)
- (12) Expenses of Mr Young during his visit to

British

11. CABLES. A very considerable sum amounting to about £100 has been spent on cables to England and other places.

Query 1. Can cables be entirely eliminated as "Administration Expenses" or must each cable be judged on its merits?

12. Maintenance of an agent on the property.

Clause 22 of the lease reads "The Lessees will provide at their own expense a competent and suitable agent or representative resident upon the demised premises to whom all notices and directions under these presents may be given".

It is contended that the Company has not maintained this condition and in consequence a breach of the lease has been committed.

For at least one period of over six months we have their own evidence in writing as follows:-

- (1) August 10th 1909. Acting Commissioner of Lands to C.H. Riddler Esq. Gazi, containing a notice to desist from trespass.
- (2) July 31st 1909 Messrs Sutton Ommaney & Company to Crown Agents "Colonel Thomas did not return to England until the middle of July." Presumably must have left end of June.
- (3) February 5th 1910. Colonial Thomas to Hon. Com. of Lands, A very indignant letter complaining that the letter of August 10th had not been sent to Mr Riddler who is only a "Turkish servant of the Company" but should have been

addressed-

addressed to himself (Colonel Thomas) "the only
Representative" of the Company.

The Company will doubtless try to convince
this as being only a technical and legal branch of
the covenants, but it is very much more than that.
This clause 22 is a very important one from the
Government point of view as it ensures that the money
expended shall be efficiently expended and that there
should be a continuity of efficient expenditure.

I was informed that this six months or
more were absolutely wasted. Mr Hiddler was not a high-
ly competent ~~man~~ and quite apart from the fact
that he was allowed a very limited expenditure what
work he did had to be re-done and ought not to be
considered as development "to the satisfaction of
the Governor".

Query J. Has a breach of the covenants been
committed?

Query K. If so, what penalty is attached?

T
13.

13. Native Rights

Clause 16 of the lease provides that the Lessees shall not without the previous consent of the Governor in writing occupy or otherwise interfere with any lands owned by Natives.

In spite of this nearly the whole of the existing development has been carried out on privately owned land which the Company has been endeavouring to purchase from its native owners without any reference to the Government.

On this point I quote from a minute of Mr Barton-Wright dated January 4th 1913, which sums up the situation very clearly. "Either Colonel Thomas must admit the land purchased from natives is Crown Land in occupation of Natives in which case the lessees may have committed a breach of covenant 16 of the Agreement or that the land is land privately owned by natives and purchased from them, in which case monies expended cannot form part of development of lands intended to be leased by Government".

Colonel Thomas in the course of a conversation with me stated that his Company would always consider these lands so purchased would form part of the land mentioned in the schedule attached to the lease.

Query L. Is the above a breach of the covenants of the lease?

14. Gazi Township.

Gazi was proclaimed a Township by Official Gazette October 1st 1904, the area included under the notice to be one mile radius from the Custom House.

The Company claim and have cultivated a very large area within this radius. In August 1909 the Provincial Commissioner informed the Land Department that the Townspeople of Gazi had complained of the encroachment of Colonel Thomas' plantations within this area.

In consequence and under clauses 15 and 16 of the Lease the Acting Commissioner of Lands requested the Company to desist. Colonel Owen Thomas in consequence claims two points

(a) That the Government had no right to send such a notice.

(b) That the Company lost about £500 by reason of the notice.

Quite apart from the Clauses of the Lease I have always been under the impression that no general concession would apply to land within a Township. I have no books of reference with me in England and cannot give chapter and verse for such a belief except that in a General Notice published July 31st 1902, there is set out the price for purchasing and leasing farm lands and it states "paragraph 4. The above rates do not apply to land in the immediate vicinity of Townships, but such land can be bought or leased at special rates according to its value.

para. 5. In Townships the land will be sold or leased in suitable plots at special rates according to its value".

Farther

Further the notice of May 1908 speaking from memory starts as follows:- "All lands suitable for allotment outside townships will be granted on the following conditions"

(E.B. The C.O. Library could check these quotations.)

Query 2. Is it necessary to specifically exclude Townships.

It should further be noted that there is good reason for supposing a very considerable area of this land belonged to Sheik Mubarak bin Raschid el Kahlani and as such comes under Sir Arthur Harding's Proclamation dated 26th April 1906 and is held in trust by the British Government for his sons. Provincial Commissioner Mr. Hinde pointed this out and states it as his opinion that the vendors to the Company have no right or title to sell as he believes them to be in a large number of instances the liberated slaves of Sheik Maharak.

15. Special lands embraced in the area of the Concession.

Colonel Thomas maintains that all land "free of native claims" must be ceded to the Company.

In an interview at Government House, His Excellency and Mr. Read maintained this was absurd.

It would have been and still is manifestly impossible without survey to prepare a Schedule of all the lands to be excluded from the Concession and in consequence the saving clause in the first part of clause 18 of the lease was inserted.

Colonel

Colonel Thomas claimed that the lease, entitled him to the very valuable land acquired by the Admiralty at Ras Muake Senge for Coast Defence.

If Colonel Thomas' argument is correct then he would also be entitled to the Palace at Gazi which became Crown property after the Majrui Rebellion.

In reference to Ras Muake Senge I would like to point out that the local administration called attention to this land owned by the Admiralty and in consequence the wording of the 1st Schedule was altered from "All that piece of land situate between Ras Muake Senge and Ranisi" to "Lands situate south of Ras Muake Senge".

Query N. If His Excellency the Governor has reasons why certain lands should not be included in the Concession, can the Lessees insist on their being included?

16. Definition of the limits of Area embraced by the Concession.

Under Schedules 1 and 2 of the Lease Colonel Thomas claims the Company are entitled to 350,000 acres, and that if there is not that area situate "south of Ras Muake Senge" then it must be given elsewhere.

The Government contend that the Lessees are only entitled to a total of 250,000 acres "if found possible" see also Clause 15. The situation of the land is to a certain extent governed by correspondence which describes it as between Ras Muake Senge and the border of German East Africa comprised within the eleven mile coast strip.

Query Q. Supposing, for the sake of example, only 200,000 acres are found available in this specified area and the Government have 50,000 acres of Crown Lands available on Mombasa Island worth perhaps £100 per acre, is the Government bound to grant this land to the Company?

The question of Survey is very pressing, but, until the exact area to which Survey is to be limited is decided, very little can be done in this respect.

17: Development in each of the 8 years up to the eleventh year.

By Clause 10 (iii) the Lessees covenant to expend £10,000 in each of the next 8 years and by Clause 21 each of the Assignees is bound to observe and perform the obligations of the head lease.

Query P. If, for the sake of example, one of these Assignees expends in any one year of the next 8 a sum of £10,000, does that exempt the East Africa Estates Ltd from all expenditure for that year or is the East Africa Estates also compelled to expend £10,000?

18. Summary

18. Summary of Deductions from alleged Expenditure

33

Total expenditure as per Analysis
of Accounts submitted by East
Africa Estates Ltd. } ...20,068.12. 6.

Less various items which I consider are
improperly included in the above
such as, Novels, Cables, Photographs
Periodicals, Safari Exp. outside the
Estate, Agricultural shows, Enter-
tainment of Guests, &c. &c. } 2,002. 4. 8.

Revised expenditure including
salary of General Manager &c.) £18,066. 7. 10.

Less Salary of General Manager) ..£5,449. 4. 11.

Passages of General Man-
ager to & from B.E.A.) say 450.0.0.

£5,899. 4. 11.

Limit of Expenditure that in my
opinion, the Company are
entitled to claim } £12,167. 2. 11.

Note. I have made no deduction for Mr Grant's
salary and I am convinced that the figure of
£2002.4. 8. is a very moderate deduction, as, if
vouchers were not forthcoming, I always gave the
Company the benefit of the doubt.

I feel convinced that a detailed examination
by a Chartered Accountant would probably bear out
my valuation of the Improvements as I actually found
that on the ground, viz., £10,718

(Sd) ARTHUR C. TAMMAYHILL

Land Ranger

10.VII. 12.

EAST AFRICAN ESTATES, LIMITED.

RECEIVED
2 JUL 1912
COL. OFFICE

TELEPHONE NO
788 GERRARD
TELEGRAPHIC ADDRESS
"UPLANDERS" LONDON

Carlton House
Regent Street

London S.W. July 20 1912

Sir,

E. C. Post

I have to acknowledge receipt of your letter of yesterday (N^o 20865/1912), suggesting the postponement of the Conference as to our lease. I have communicated its contents to my Chairman, and in receipt of his instructions will again address you on the subject.

I have the honour to be,

Your obedient servant

A. Davis
Secretary

The Under Secretary of State for the Colonies
Colonial Office

S. W.

EAST AFRICAN ESTATES, LIMITED.

95

C. O.

TELEPHONE NO.
794 GERBARD
TELEGRAPHIC ADDRESS
EPLANDERS LONDON

EXPRESS

*Carlton House
Regent Street*

London S.W. July 5th 1912.

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

Sir,

Reverting to your letter of the 28th ult. No. 19188/1912, and mine of the 3rd inst., I have just received a wire from my Chairman, Viscount Cobham, stating that he could not attend on the 22nd inst., and suggesting Tuesday the 23rd - or failing that some later date - for the proposed Conference.

I trust you will be good enough to accept my apologies for any inconvenience that may be caused through this misunderstanding on our part, and to hear whether the date now suggested (the 23rd July) will meet with your convenience.

I am, Sir,

Your obedient servant,

A. J. ...
Secretary

Rubber

825 Acres being planted
 150,000 (about) Trees in plantation
 including 45 Acres now being tapped
 120,000 Plants in Nursery

Coconut

720 Acres containing about 9000 trees
 53,000 Trees in Nursery ready to plant out
 17,000 Seed Nuts in Nursery just planted.

oil

500 Acres planted
 500,000 Plants in Nursery
 500 Acres cleared for planting
 1000 Acres to be laid down next year
 1000 Acres every subsequent year.
 2 Harvesters to be erected this year.
 1 Coconer next year.

Misc

All took work.
 Average cost Rs 14 including tools, recruiting
 and repatriation.

East African Estates. Coastlands Concession

Report on Development Expenditure etc.

A. C. Tannahill
Lands Ranger.

I have the honour to report on various matters connected with the E. A. Estates Ltd. (Coastlands Concession) arising out of a preliminary examination I have made of the Company's expenditure, as supported by certain vouchers deposited at the Colonial Office, and in furtherance of H.E. The Governor's despatch N^o 65 of Jan 26 1912 to the B Hon the Sec of State for the Colonies.

Development
Definition
of Development. The East African Estates (Ltd) hold their Concession on a lease from the Crown executed 20th April 1910 the covenants of which operate from 9th October 1908 Clause 10. (1) of this lease reads as follows:-

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2/ Date
of
Commencement

"The lessees will during the first 3 years"..... The account

(so far as I can gather from the vouchers which are not all forthcoming)
 (Cash Statements Nos 1, 2 - pgs 8) a
 show that a sum of £576 ⁱⁿ expenditure before Oct 9, 1908, are included
 in the total claimed for 3 years ended Oct 9th 1911 of £20,000 - 12-6.

Query A ^{Is} ~~Is~~ expenditure ~~to~~ prior to the commencement of the
 lease properly or improperly included?

~~If it is held~~ This sum of £576 is made up of a large number of items
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3/ £20,000 // It should be noted that this sum of £20,000 is a
 figure that has only been held after considerable correspondence.
 On June 13th 1907 Mr Goldman the original Concessionaire
 agreed to an expenditure of £30,000 and £30,000 is the
 figure quoted in the draft Concession dated 1907, Clause 10.
 On Feb 17, 1908, Mr Goldman ^{wrote} ~~wrote~~ to S of S. stating that,
~~owing to the completion of the concession~~
 having been delayed, ^{and} the Concessionaire ^{in consequence not having been} was not able to
 avail themselves of the easier conditions of the money market
 obtaining in 1907, the required expenditure be reduced
 to £20,000. This great concession was allowed.
 I quote this as showing that the Government has ^{already} ~~been~~
 very leniently with the Concessionaire.

4/ ~~Reply~~ ^{Reply} ~~to~~ ^{to} ~~the~~ ^{the} ~~above~~ ^{above}
 Before it is possible to give any but approximate figures
 as to the correctness or incorrectness of the statement of
 accounts submitted by the Company, it is essential
 that some sort of a Schedule should be drawn up defining

which items shall be included. ^{3 of 5} In this respect there is a very important letter from the ~~Commission~~ ^{to} to Mr. C.S. Goldman N° 2481. 1908 dated 15 April 1908 para 7 of which reads as follows:-

"7. With regard to the meaning of the words "development & improvement" of the demised premises in clause 10(V), His Lordship is of opinion that the money dealt with in this sub-clause should be confined to expenditure directly applied to the soil & its products and that accordingly the cost of purchasing, transporting and erecting, machinery intended for such direct application would be legitimately included, but not administration expenses (except the salaries and wages of persons habitually employed on the demised premises) or commercial agencies concerned rather with selling than producing."

I propose therefore as the simplest method of preparing a Schedule to ~~the~~ submit items ^{taken from the accounts} ~~with notes thereon~~ where I am not satisfied ~~that~~ in my own mind that they fulfill the definition set out in Clause 10(V) of the lease and the letter above quoted.

- 5/ Query C.
- | | |
|---|-----------------|
| (a) General Managers Salary | £2000 per annum |
| (b) Assistant General Managers Salary | £400 - " |
| (c) Resident General Managers Salary | £200 - " |

(a) Jan Managers Salary. I contend that the enormous proportion of this sum amounting to £6000 for the 3 years comes under the head of administration expenses specifically excluded by the 5 of 50 letter quoted above. Mr. Owen Thomas is not "habitually employed on the demised premises". I very much doubt if he has been in East Africa more than 18 months of the 3 years. Even when in East Africa a very considerable portion of his time is engaged on the Devon Factory. Some considerable portion of his time must have been taken up in arranging for the sub-company "The Congo Rubber & Tobacco Co."

The Salary itself is very large but the Company will be able to prove that Col. Owen Thomas was anxious to resign the position so much so that arrangements were compelled to engage a former manager at a salary of £1500 per annum when the Governor had the offer of a prominent office in B.S.A. but arrangements with the C.C. fell through & that in consequence Col. Thomas services had to be retained.

Against this, in my opinion, it would be argued that if at any time the Company found they were falling short of Government requirements in regard to Superintendence on Development, there is nothing to prevent them raising the Gen. Man's salary to say £10,000 per annum and thus fulfill the requirements in one man's salary.

Further H.E. the Governor is not "satisfied" that ~~the~~ ^{the Resident} Manager, from all appearances a very capable man, requires the supervisory supervision of a Gen. Manager and on this Gen. Man. Col. Thomas informed me that only a portion of his salary was debited to the West Plantations, the remainder being debited to the Bacon Factory but this is not in fact supported by the Statements I have examined.

(b) Assist Gen. Manager. Dr. Owen Grant Salary £400 per annum. Only £200 per annum so debited to the Coast the remainder being debited to the Bacon Factory.

I do not consider this is a fair charge proportion to man if it is admitted that ~~Dr. Grant~~ a portion of Dr. Grant's salary should be a charge against the Coast. Dr. Grant lives at the Bacon Factory over 30 hours journey away, & visits the Coast about once a month & certainly not more than one quarter of his salary should be charged if any.

Resident Manager. The whole of this amount is a fair charge and the salary is a fair one for anybody in a responsible position such as the title indicates. ~~only £1000 per annum~~ in excess of the current rate of wages for ~~the~~ ^{the} required ~~amount~~ ^{amount} to supervise him. It should be noted that ~~the~~ ^{the} ~~whole~~ ^{whole} ~~of~~ ^{of} ~~the~~ ^{the} ~~salary~~ ^{salary} ~~is~~ ^{is} ~~not~~ ^{not} ~~paid~~ ^{paid} ~~to~~ ^{to} ~~the~~ ^{the} ~~Resident~~ ^{Resident} ~~Manager~~ ^{Manager}, this is a white Book-keeper and ~~the~~ ^{the} ~~white~~ ^{white} ~~and~~ ^{and} ~~some~~ ^{some} ~~Green~~ ^{Green} ~~Officers~~ ^{Officers} ~~who~~ ^{who} ~~are~~ ^{are} ~~paid~~ ^{paid} ~~at~~ ^{at} ~~the~~ ^{the} ~~same~~ ^{same} ~~rate~~ ^{rate} ~~as~~ ^{as} ~~the~~ ^{the} ~~white~~ ^{white} ~~Book-keepers~~ ^{Book-keepers} ~~and~~ ^{and} ~~the~~ ^{the} ~~Green~~ ^{Green} ~~Officers~~ ^{Officers} ~~are~~ ^{are} ~~paid~~ ^{paid} ~~at~~ ^{at} ~~the~~ ^{the} ~~same~~ ^{same} ~~rate~~ ^{rate} ~~as~~ ^{as} ~~the~~ ^{the} ~~white~~ ^{white} ~~Book-keepers~~ ^{Book-keepers} ~~and~~ ^{and} ~~the~~ ^{the} ~~Green~~ ^{Green} ~~Officers~~ ^{Officers} ~~are~~ ^{are} ~~paid~~ ^{paid} ~~at~~ ^{at} ~~the~~ ^{the} ~~same~~ ^{same} ~~rate~~ ^{rate} ~~as~~ ^{as} ~~the~~ 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Salaries total £600 per annum excluding living expenses.

Shortly it amounts to this the Company are ~~not~~ paying in Salaries for Supervision alone about £2,136 per annum. No other plants on the Coast for the same result would feel justified in expending more than about £933 per annum.

It should be ~~have~~ noted here that, in addition to the Salaries quoted above, each of the Employees receive house rent free, free food, free passages to England and free Attendants, all of course paid for by the Company.

General Manager Staff Safari & Travelling

These are expenses incurred off the estate and the vouchers give very little information as to their necessity or reason.

I find the following items included under this head:
 Owen's Travelling from Jacar Factory to Coast & Return
 all debited to the Coast.

Col Thomas' Very expensive Safaris to German E. Africa, Uganda, Tanganyika & all debited to the Coast.

Col Thomas' Club Bills at Mombasa & Nairobi.

Hotel Expenses.

Query D. Can the above be considered "Administration Expenses" if not, what ~~other~~ principle should be adopted in allocating this expenditure?

7/ Gen Manager Staff. Passages to and from D.F.A.

These expenses are kept separate & distinct from Safari & Travelling expenses.

Query E. Can the Passages of Gen. Man. and Assist Gen. Man.

be considered as "Administration Expenses" and excluded. ⁹

- 8/ The following are items I have noted as open to Query
 & should be glad of Councils opinion on each.

Query F

- (1) ~~Expenses~~ ^{Expenses} for Lt. Thomas.
- (2) Registration fee for Telegraphic Address.
- (3) ^{Annual} Subscriptions for six weekly copies of E.A. Standard Newspaper for Earl of Plymouth, Viscount Cobham Duke of Westminster, Mr Fitzgerald, Lord Belper and Lt. Thomas.
- (4) Camp Equipment for Safari
- (5) 13 Copies of a Road Map
- (6) Deck Chair for Lt. Thomas
- (7) Expenses at Royal Agricultural Show.
- (8) Photographic requisites. Developing & printing of 200
- (9) Books on East Africa
- (10) Expenses of Lord Cobham in East Africa
- (11) Hire of Bicycle for Mr. Thomas June
- (12) Expenses of Mr. Young during his visit to B.E.A. (Mr. Young & I understand a financial adviser)
- (13) Report on E.A. Exotic Birds.
- (14) Cable Code Book

9/ Query G

Is the Company entitled to include any expenditure ~~at~~ at the Bacon Factory ~~and~~ ^{and} above the £3000 stipulated in clause 10(ii) of the lease in the £20,000 required to be expended?

The Company have not so far raised this point though Lt. Thomas has mentioned it. Clause 10(i) stipulates that the £20,000 shall be in addition to such moneys as the Lessees may lay out in the erection of the Bacon Factory pursuant to the covenant in that & behalf hereinafter contained.

The covenant hereinafter contained Clause 10(ii) reads

"a suitable Bacon factory of the cost value of £3000 at the least"
 The Land Range (M. Dundas) reports a total expenditure of
 £4,418. They have therefore expended £1,418 above
 the amount which is specifically excluded from the Cost
 Development.

10 Certain items of Stores, such as Cigarettes, Tobacco, success
 Pooles have been debited to the Cost Account but have
 been afterwards sold either at a Profit, or a Loss, or at cost

Query H. Which figure shall be charged to ^{Development?} ~~the Company~~
 (a) the selling price from the Co.
 or (b) the purchase price by the Co.
 or (c) both prices on the Co.'s account respectively

This ruling on the above would also govern the question of
 Bacon purchased by the Company which have died & the
 hides been sold.

11 Cables a very considerable sum amounting to about £100
 has been spent on Cables in England ~~in~~ ⁱⁿ various places

Query I. Can Cables be ^{substantially} eliminated as "Administration
 Expenses" or must each Cable be judged on its
 merits?

12/ Maintenance of an Agent on the property.

Clause 22 of the Lease reads "The Lessees will provide at
 their own expense a competent and suitable Agent or
 representative resident upon the demised premises to whom
 all notices & directions under these premises may be given"

It is contended that the Company has not ^{maintained} ~~fulfilled~~ this condition

and in consequence a breach of the ^{lease} ~~conditions~~ has been committed.

at least
For one period of over 6 months we have their own evidence
in writing as follows: -

- (1) Aug 16, 1909. Ag. Com. & sends to Sir R. ...
conspiring to ~~disrupt~~ ^{disrupt} from trespass.
- (2) July 31, 1909. Messrs Sutton & Co. to Crown Agents
"Lt. Evelyn Thomas did not return to England until
the middle of June"
necessarily must have left ^{and} ~~beginning~~ of June.
- (3) Feb 9, 1910. Lt. Thomas to ...
very indignant with complaining that the letter
of Aug 16th ^{not} shows he has been sent to Lt. Riddle, who
is only a foreman servant of the Company ^{and should} ~~not~~
have been entrusted ^{with} ~~himself~~ (Lt. Thomas) "the only representative" of the
Company.

The Company will doubtless try to minimize this as being only a
technical & legal breach of the covenants, but it is very much more than
that. This clause 22 is a very important one from the Government
point of view so it ensures that the money expended shall be efficiently
expended & that there should be a continuity of efficient expenditure.

I was informed that this six months or more ^{was} ~~was~~ absolutely wasted.
Lt. Riddle was not a highly competent person and was ^{quite} ~~quite~~ apart from
the fact that he was allowed a very limited expenditure what work he
did had to be re-done & ought not to be considered as development
"to the satisfaction of the Governor"

Query J. Has a breach of the covenants been committed?

Query K. If so, what penalty is attached?

13/ Native Rights

Clause 16 of the lease provides that the Lessee shall not, without the previous consent of the Government in writing occupy or otherwise interfere with any lands owned by Natives.

In spite of this nearly the whole of the existing development has been carried out on privately owned land which the Company has been endeavoring to purchase from the native owners without any reference to the Government.

On this point I quote from a minute of Mr. Justice Wright dated Jan. 6, 1912, which sums up the situation very clearly. "But Mr. Col. Thomas must admit the land purchased from Natives is Crown land in occupation of Natives in which case the Lessee may have committed a breach of covenant 16 of the Agreement or that the land is land privately owned by Natives and purchased from them in which case monies expended cannot form part of development of lands intended to be leased by Government."

Col. Thomas in the course of a conversation with me stated that his Company would always consider these lands so purchased would form part of the land mentioned in the schedule attached to the lease.

Query L. Is the above a breach of the covenants of the lease?

14/ Large Township

Large was proclaimed a Township by official Gazette October 1st 1906 the area included under the notice to be one mile radius from the Post Office.

The Company claim that this is a very large area

in a large number of instances the liberated slaves of Sheik Mabarak.

15/ Special lands embraced in the area of the Concession

Col. Thomas maintains that all land free of Native Claims must be ceded to the Company.

In an interview at Government House. His Excellency & Mr. Read maintained this was absurd.

It ~~is~~ would have been and still is considered impossible without survey to prepare a Schedule of the lands to be excluded from the Concession, in consequence the saving clause in the first part of Clause 16 of the lease was inserted.

Col. Thomas claimed that the lease entitled him to the very valuable land acquired by the Admiralty at Ras Mucke Senge for Coast Defense.

If Col. Thomas argument is correct then he would also be entitled to the Palace at Gazi which became Crown property after the Magran Rebellion.

In reference to Ras Mucke Senge I would like to point out that the local administration called attention to this land owned by the Admiralty & in consequence the wording of the Schedule was altered from "All that piece of land situated between Ras Mucke Senge and "Raimis" to "Lands situated south of Ras Mucke Senge".

Query N. If H.E. the Gov. has ~~good~~ reasons why certain lands should not be included in the Concession, can the Lessee insist on their ^{being} included?

16/ Definition of the limits of Area embraced by the Concession

Under Schedules 1 & 2 of the lease Col. Thomas claims the ~~Company~~ Company are entitled to 350 000 acres, and that

if there is not that area situated south of Ras Munka Senge then it must be given elsewhere.

The Government contended that the Leases are only ~~not~~ related to a total of 250,000 acres "if found possible"; See also Clause 16.

The situation of the land is to a certain extent governed by correspondence which describes it as between Ras Munka Senge & the border of German East Africa comprised within the eleven mile coast strip.

Query O Supposing for the sake of example, only 200,000 acres are found available in this specified area and the Government have 50,000 acres of Crown Lands available on Moresby Island worth perhaps £100 per acre, is the Government bound to grant this land to the Company?

The question of Survey is very pressing, but until the ~~whole~~ ^{area} ~~is~~ ^{to} which Survey is to be limited is decided very little can be done in this respect.

Y Development in each of the 8 years up to the eleventh year.

By Clause 10. (iii) the Lessees covenant to expend £10,000 in each of the next 8 years, ^{and by Clause 21} each of the Assignees ~~is~~ bound to observe & perform the obligations of the head Lessee.

Query P If, for the sake of example, one of these Assignees spends in any one year of the next 8 a sum of £10,000, does that exempt the S.A. Estates Ltd from any other expenditure for that year, or is the S.A. Estates also compelled to expend £10,000?

Summary of Deductions from alleged Expenditure

Total Expenditure as per Analysis of Accounts submitted by E. H. Estlin etc. £ 365 2 6

Less various items which I consider are improperly included in the above such as, Novels, Cables, Photographs, Periodicals, Salaries outside the State, Oriental Shows, Entertainment of Guests, etc. etc. £ 2,002 4 8

Personal expenditure including Salary of General Manager £ 18,266 7 10

Less Salary of General Manager £ 5,447 4 11
Passages of Gen. Manager & from B.S. £ 6,899 4 11

Limit of expenditure that, in my opinion, the Company are entitled to claim £ 12,167 2 11

Note: I have made no deduction for Mr Grant's Salary & I am convinced that the figure of £2002 4 8 is a very moderate deduction, as, if vouchers were not forthcoming, I always gave the Co. the benefit of the doubt.

I feel convinced that a detailed examination by ~~an~~ a Chartered Accountant would ~~not~~ ^{only} ~~probably~~ bear out the valuation of the improvements as ^{land they} actually on the ground viz £10,718.

Arthur C. Jamieson
Land Ranger

20. East Africa Estates Ltd.

Coastal Concession. Gazi.

Report
 Summary of Meeting held at the Colonial Office
 Aug. 1st 1912.

Present: for the Government: H.E. H.C. Bellfield, Messrs Road,
 Butler, Jamison, Ballabe & Jamahille.

for E.A. Estates Ltd. Lord Colham, ~~Messrs~~ Col Owen Thomas
 & Mr. Brantman.

Mr. Read put forward various points set out in paragraphs 1 to 12 of Mr. Jamahille report of July 10th 1912. where the Government were not satisfied that the terms of the lease had been fully complied with as follows:-

Government ContentionsE.A. Estates replies

1. £576 had been expended before Oct 9th 1905 but was included in total amount.

1. The Company had received a telegram stating every thing was settled & had started developing without awaiting for the lease to be completed.

2. According to definition of development in Letter Grand State to Goldmann 15 April 1905 it is intended Col Thomas' & Mr. Grant's salaries and administration expenses & should not be included as development.

2. Col. Thomas was engaged to supervise some 250,000 acres. Owing to the Government having failed to grant this area, he was forced to confine his expansion to only some 1500 acres.

3. Safari & Travelling Expenses away from the estate are not development.

4. Passages of bank manager from England are not development.

5. The items in para 8 of Mr. Tomshill's report

6. Surplus Expenditure on Bacon Factory.

7. Cables

8. Maintenance of Agent on the property.

3. It was necessary for a responsible person to examine accounts before purchase.

4. Same as No. 2. *supra*.

In reply to a query Mr. Thomas stated that he spent about 6 months in the year in S.A. including the time spent in travelling from to England.

5. Mr. Martineau asked that these might be forwarded for his consideration.

6. Lord Glenn in the course of the meeting stated that if the Government should insist on a strict legal interpretation of the Development definition, he should feel justified in including surplus on Bacon Factory in least development.

7. Cables were necessary.

8. There always had been a white man in charge. Mr. Thomas did not remember his letter repudiating Riddler.

9. His Excellency summarised up the position from the Government point of view shortly as follows:-

(a) The Government are not satisfied that the Co. has

fulfilled its obligations

(b) It had always been supposed that the Company themselves would carry the concession whereas it was now apparent the Company only intended to give out as intermediaries for the realisation

(c) It has been found that the lease requires considerable alterations

(d) in view of the foregoing he felt the Company should be prepared to accept a very considerable reduction in the case of the concession in exchange for some reduction in the nature of their obligations.

10/ Lord Cobham in replying very generally to His Secretary states the Company was not only ^{in a position} capable, but very anxious, to fulfill their obligations but had been greatly obstructed by reason of the Government not carrying out Clause 15 of the lease which provides for Survey by the Government

Further that although he maintained the Government requirements in regard to the expenditure of £20,000 had been fulfilled, if ^{by} equity it could be proved the Company were not entitled to include certain items referred to by Mr. Read then the Company would claim ^{the} exemption from the determination of the lease provided in the last sentence of Clause 10. (ii) of the lease.

11/ It was finally decided that representatives of both sides should meet again at the Colonial Office on August 15th to discuss an entire remodelling of the lease

Arthur C. Lamshell

John R. P. S. A.

Aug. 3. 1912

1912.

re East Africa Estates Limited.

COASTAL CONCESSION GAYL.

Report of Meeting held at the Colonial Office
August 1st, 1912.

Presents: for the Government, H.E.H.G. Belfield,
Messrs Read, Butler, Tennysen, Batterbee and
Tannahill.

for E.A. Estates Ltd. Lord Cobham, Colonel Owen
Thomas and Mr. Martineau.

Mr. Read put forward various points set out in paragraphs 1 to 12 of Mr. Tannahill's report of July 10th, 1912, where the Government were not satisfied that the terms of the lease had been fully complied with as follows:-

Government Conditions.

1. £576 had been expended

before October 9th, 1900

but was in arrears of £1,000

at that time.

E.A. Estates replies.

1. The Company had re-

ceived a telegram

saying everything was

settled and had started

developing without

waiting for the lease

to be completed.

Government ContentionsL.A. Estates Replies

2. According to definition of development in letter Sec. of State to Goldman 15 April 1908 it is contended Colonel Thomas' and Mr. Grant's salaries are "administration" expenses and should not be included as development.

Colonel Thomas was engaged to supervise some 250,000 acres, Owing to the Government having failed to grant this area he was forced to confine his supervision to only some 1500 acres.

3. Safaris and Travelling Expenses away from the Estate are not development.

3. It was necessary for a responsible person to examine coconuts before purchase.

4. Passages of Gen. Munger from England are not development.

4. Same as No. 2 supra. In reply to query Col. Thomas stated that he spent about 6 months in the year in H.A. including the time spent in travelling from and to England.

5. The items in para. 6 of Mr. Tamahill's report.

5. Mr. Martineau asked that these might be forwarded for his consideration.

6. The above expenditure

6. Lord Cobham in the course of the meeting stated that if the Government should insist on a strict legal interpretation

Government ContentionsE.A. Estates Replies

7. Cables.

interpretation of the development definition... including surplus on Bacon Factory... Cables were necessary.

8. Maintenance of Agent on the property.

1. There always had been a white man in charge. Colonel Thomas did not remember his letter requesting Riddler.

9. His Excellency summed up the position from the Government point of view shortly as follows:-

(a) The Government are not satisfied that the Company has fulfilled its obligations.

(b) It had always been supposed that the Company themselves would develop the concession whereas it was now apparent the Company only intended to act as a contractor for the realisation.

(c) It was felt that the concession requires considerable financial resources.

(d) In view of the foregoing he felt the Company should be prepared to accept a very considerable reduction in the area of the concession in exchange for some reduction in the nature of their obligations.

10. Lord Cobham in replying very generally to His Excellency stated the Company were not only in a position, but very anxious, to fulfill their obligations but had been greatly obstructed by reason of the Government not carrying out Clause 15 of the lease which provides for Survey by the Government.

Further that although he maintained the Government requirements in regard to the expenditure of \$20,000 had been fulfilled, if it could be proved the Company were not entitled to include certain items referred to by Mr. Read then the Company would claim the exemption from the determination of the Lease provided in the last sentence of Clause 10(ii) of the lease.

11. It was finally decided that representatives of both sides should meet again at the Colonial Office on August 15th to discuss an entire remodelling of the lease.

STUARTHUR C. TANNAHILL.

Land Ranger

A.

A. No. 6rd, 1912.

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6 July 1912

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Some thing
East African Estates
Ltd.

MINUTE.

- Mr. Butler July 6
- Mr. Reid 6
- Mr. Fiddes
- Sir H. Just.
- Sir J. Anderson.
- Lord Emmott.
- Mr. Harcourt.

for consent

Wm. B. Butler
after despatch

Sir

I am re. to acknowledge the receipt of your letters of the 3rd and 5th of July, and to inform you that the 23rd of July will be a convenient date for the discussion of the outstanding questions connected with the

concession

concession held by
the East African Coasters
Ltd. & Co.

It is suggested that
the discussion should
take place at his office
at 3.30 p.m., and the
representatives of the
Company will be expected
at that hour if no advice
is received to the contrary

I am a.

H. J. REAL
Secretary

C.D.
1891

2005 Sat

[Handwritten mark]

19 July 1902

617077 2227

Sir

DRAFT

The Secretary
East African States,
London

MINUTE

- Mr. *[initials]* 19
- Mr. *[initials]* 19
- Mr. Fiddes.
- Sir H. Just.
- Sir J. Anderson.
- Lord Emmott.
- Mr. Harcourt.

With reference to
the letter from Sir [Name]
of the 6th of July, I am
pleas'd to say that he was
glad of the discussion
of the antislavery question
conducted at the
conference held by the
East African States & the
[Name] could be postponed
until (say) the 1st of
August, in order to
give the [Name] opportunity

[Faint handwritten notes]
The [Name] &
[Name] have
not yet [Name]
[Name] & [Name]
[Name] is reading
[Name] of the papers to
[Name]

Prima, in Belfus,

in Belfus, in Belfus

in Belfus, in Belfus

in Belfus, in Belfus

place

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