

EAST AFR PROT  
3890

C. O.  
3890  
3 FEB 1913

for  
Bouring 26  
1913  
14 Jan.  
Last previous Paper.  
W/ 37805  
12

Forfeiture of lease

granted to a limited Co. under Crown Lands  
Order 1902, in the event of Co. going into  
voluntary liquidation.  
Submit desired legal opinion.

~~Mr. Thompson~~ Sir G. Fiddell  
~~Mr. Read~~

This is what was expected. Unless you  
think there ought to be some provision in the  
new Land Ord<sup>n</sup>

? not a fully held

I considered the question <sup>4/2</sup> of the advisability  
of a loan bond order containing such a  
clause on G. P. Ord. 1193 for 1  
11932/12. On the Patent paper we asked the  
Att. Gen. (see para 11 of diff. despatch) whether to  
consider the question. As far as I know  
we have had no answer yet.  
On these papers I was inclined to favour  
the insertion of such a clause. But  
there was perhaps a special reason to  
favour it in that case as its adoption  
might have simplified the registration  
procedure. On reconsidering the question

it seems to me possible that  
the effect of having such a  
clause might be to increase  
the difficulties of floating land  
development companies  
and this (with a leasehold  
system) is presumably to be  
avoided. On the 21st therefore  
I should suggest telling no step  
for the present, when we  
get an answer from the H.C.  
of the R.P. I will let you  
know what he says.

C.S. 5/12

H. J. R.

5<sup>th</sup>

Sir J. Anderson

I wd like to argue that  
legislation wd involve forfeiture, but  
I feel that this wd be unfair to creditors  
or rather it destroying credit. Please it alone,

Yrs  
Wm  
The 10.2.13



on similar covenants in leases executed in England, since there is no Indian Applied Act or local Ordinance which requires that the covenants shall bear any special interpretation. It would moreover appear to be quite clear on the English decisions that an assignment of a lease on the lessee becoming bankrupt or going into liquidation, whether such bankruptcy or liquidation be on the motion of the lessee or not, does not constitute a breach of a covenant prohibiting or restricting assignment.

I have the honour to be,

Sir,

Your humble, obedient servant,

*W. B. B. B.*  
 W. B. B. B.  
 GOVERNOR.