

EAST AFR. ROUT.
No. 41326

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No.

(Subject.)

588

1905

Oct 28

Previous Paper.

Affairs of H. B. Henderson

In copy memoranda by act. Leas & page report
that he be called upon to sign or enter into a bond to
pay his creditors by instalments.

(Minutes.)

Mr. Leas

request be granted showing
Mr. Henderson is not only life
longly in debt to creditors, but
has been issuing cheques on
a bank where he has no account.

Write to him & say that
Mr. L. Leas with regret
that he is not only heavily
in debt but is also charged
with issuing cheques on a bank
where he has no wife - & ask him to
state, without delay, whether he admits the truth of
the charges

To Mr. Henderson
Ans'd 559 8 Dec 1905
42538
Copy sent to Mr. Henderson 19th Dec 1905

Subsequent Paper.

42538

of your letter & want of no reply has
been received - Mr. Tolson should see
to it again immediately.

22/

I think that, instead of
asking him whether he admits
the charges, we should say
that the S. of S. must call
upon him to resign his of-
ficial position. If he doesn't
resign, he will say in reply
that he doesn't admit the
charges, and we shall then
have to consider whether he
should be dismissed.

We had better not limit the
charges to those mentioned in
the letter, but we should
say that he is also charged
with other actions which his
position requires him to
perform for further service
in the Department.

Wm. H. Clegg
Oct. 23
D. C.

Commissioner's Office

Mombasa

October 28th 1905

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Confidential

Sir

With reference to my
 telegram no 204 of October
 26th regarding the affairs
 of Mr. H. G. Hume Henderson,
 Deputy Inspector General of
 Police, I have the honour
 to transmit to you herewith
 a copy of memoranda by
 the Acting Treasurer and
 the

His Majesty's Principal Secretary of State
 for the Colonies
 Colonial Office

the Judge from which you
 will observe that Mr
 Henderson is very heavily
 in debt, and has been
 guilty of certain actions
 which, if not actually
 criminal render it
 most undesirable that
 he should remain in the
 service of the Protectorate.
 I have the honour therefore
 to request that Mr
 Henderson be called upon
 to resign his appointment,
 or should you consider
 that

this too drastic that he
 should enter into a bond
 to pay his various creditors
 by instalments.

I have the honour to be
 Sir
 your most obedient
 humble servant

J. J. Jones

Memorandum

In obedience to your instructions I beg to submit the following minute regarding the affairs of Mr H. G. Ham Henderson within the last few months I have heard various rumours regarding Mr Henderson being in debt but was not till quite recently that anything came to my knowledge. On 29th August last I received a letter from Mr Byron, the solicitor, enclosing Mr Henderson's life certificate with a request to pay

Mr. G. G. Jackson

Mr. G. G. Jackson

No. 588
Col. Jackson

Mr. G. G. Jackson

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Mr. Henderson's Affairs
in memorandum of 29th 9
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and in command of the same

his August salary to Mr Byron.
On 1st September Mr Henderson
called at the Treasury, stated
that he had arranged with
Mr Byron and wished to draw
his salary himself. He was
asked to put his request in
writing which he did and
his draft was given to him.
He left for Nairobi on the
same day at 11 a.m.

On the same evening I met
Mr Byron and mentioned the
circumstance, inquiring if
it was all right Mr Byron
appeared considerably annoyed,
stated that Mr Henderson had
made no arrangement with
him for cancelling the original
life certificate, and by doing
so had rendered himself liable
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to a criminal prosecution for
obtaining credit on false
pretences. I may mention
that Mr Byron did not blame
me for giving the salary
draft to Mr Henderson and
agreed with me that, even if
I had known the circumstances,
I could not legally have
withheld it. At a later date
Mr Byron gave me some
particulars of the case, the
gist of which is as follows.
In July last the Nairobi
branch of Souza Junior and
Deas were pressing Mr
Henderson through a lawyer
for payment of an account
of over Rs 2000. I do not
know how that was settled.
In the same month the
Mombasa branch of the same
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to a criminal prosecution for obtaining credit on false pretences. I may mention that Mr Byron did not blame me for giving the salary draft to Mr Henderson and agreed with me that, even if I had known the circumstances, I could not legally have withheld it. At a later date Mr Byron gave me some particulars of the case, the gist of which is as follows. In July last, the Nairobi branch of Souza Junior and Dias were pressing Mr Henderson through a lawyer for payment of an account of over Rs 2000. I do not know how that was settled. In the same month the Mombasa branch of the same firm instructed Mr Byron to

to take legal proceedings against Mr Henderson for the recovery of about Rs 1500 on their account. Mr Henderson only managed to stave off proceedings by giving Mr Byron his post-dated life certificates for July and August, representing when due £ 66 13.4 or approximately Rs 1000. The July salary was duly paid to Mr Byron and I have explained what happened with regard to the August salary.

In Mr Henderson's return from Manorb, he was told that action would be taken if he did not make a further payment. On 25th September he gave Souza Junior and Dias a cheque for Rs 800 on the National Bank of India, which was dishonoured. An action was thereupon raised for

for the recovery of Rs 728.15 ³/₄ and, Rs 400 having been paid on the interim judgment was given on 26th September for Rs 328.15 ³/₄ (about £ 22). I knew nothing about this till the other day, as Souza Junior and Dias did not follow up the judgment by attaching Mr Henderson's pay, but I am informed that they are now going to do so.

I am informed by Ali bin Salim, the Assistant Judge of Mombasa, that Mr Henderson owes him and his father the Judge Salim bin Khalifa, sum approximating to Rs 3700 (Rs) about £ 247.

Ali bin Salim

About 3 or 4 years ago Mr Henderson borrowed from the duval about Rs 4240. Within the course of the last twelve months or thereabouts (I have not got precise dates), Mr Henderson repaid Rs 1900, in instalments of Rs 700, Rs 700, Rs 200 and Rs 300. This left about Rs 2340 still due. These instalments were not obtained without considerable difficulty, the one for Rs 200 being received by a cheque which was at first dishonoured but was ultimately cashed, after no little annoyance to the duval and his son.

In

In September, being desperately hard pressed by Souza Junior and Dias, Mr Henderson asked Ali bin Salim to lend him Rs 800 (about £55). Ali, having already upbraided his father for lending money to Mr Henderson, objected, but on Mr Henderson offering to give him in security a silver plate which he stated to be worth £200 (or Rs 2000) he consented to give the money. Ali made Mr Henderson sign a deed assigning the silver plate in security of the money due to himself and his father. The stamps on this deed amounted to Rs 40 and

Ali had to advance this
further sum. Ali ^{told} me
that, after examining the
silver plate, he was of
opinion that it was worth
only about £50.

Notwithstanding all this, Mr
Henderson approached Ali a
few days later and begged
for a further sum of Rs 500
(about £38). He made out
such a pitiful story that
Ali, contrary to his better
judgment, gave him the
money out of sheer compassion.

The net result is that Mr
Henderson now owes Ali
bin Salem and his father
about Rs 3700 or £247.
I am informed by Ali bin
Salem that Mr Henderson
borrowed Rs 1600 from one
Khamis

Khamis Mahomed (son of
Mahomed bin Juma, a well
do Swahili-Arab who died
recently) and that Rs 1200
only was repaid.

On the day of Mr Henderson's
departure for Europe he
borrowed Rs 1500 (£100) from
a German with whom he
had no intimate acquaintance
but upon whose charitable
feelings he played with a
distressing story of his
pecuniary difficulties, giving
him in security (1) his
post-dated life certificate
for October, and I think
also for November and
December. The German gave
the

the money contrary to my
advice, which he had
asked. After he had given
the money, the German
consulted me as to the
security by his being in
possession of the life
certificates, and I pointed
out that the security was
nil, as there was nothing
to prevent Mr Henderson
cancelling the order to pay
his salary to the German,
just as he had done, in
the case already quoted.
A warrant was actually
issued at Nairobi at the
instance of Souza Junior and
Dias for Mr Henderson's arrest,
but Mr Henderson must have
paid

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paid this account, as the warrant
was not served upon him in
Mombasa. This fact, however,
doubtless accounts for his
"going on his knees" to Al
bin Sahn and the German
shortly before his departure
for England, Mr Henderson
issued several cheques on
the National Bank of India,
Mombasa, in spite of the fact
that he had no account
there.

On the day on which he left
for England, Mr Henderson
spontaneously told me to
contradict any rumours which
I might hear in town as
to his being in debt, as
he had paid off every body
through Mr Parkinson.
As Mr Henderson knew I was
aware of his transaction
that

that morning with the German,
it is difficult to understand
his motive in telling me
an untruth, knowing that
I knew that it was an
untruth.

I questioned Mr Parkinson on
the subject to day and he
told me that, so far from
having paid of all his debts,
Mr Henderson had only left
£ 20 (Rs 300) with him to
pay off 2 shopkeepers whose
accounts amounted to
considerably more and
that there were other shop-
keepers in town to whom
Mr Henderson owed money.
There is one more matter, and
I mention it with great
reluctance and only because
it concerns the good faith
of an officer in my own
department

department. When Mr Henderson
left for England with his
wife, his sister remained
behind him in Mombasa,
and he told her he had
given money to Mr Giles
to pay for her passage to
Aden - where I understand
their father is. The painful-
ness of the situation, when
Mr Giles informed Miss
Henderson that her brother
had made no arrangement
for her passage, will be
readily understood, and
the difficulty was only over-
come by a friend paying
for her passage.

Henry P. Espe

Mombasa
Oct 27th 1905

Memorandum

I have to day issued an order for attachment of the pay due to Mr. M. Henderson in the Treasurers hands to the extent of \$424.59 at the suit of Messrs. Souza Souto and Dias.

(Sd) R. W. Hamilton

Judge

Oct. 29th 1905

Comma 8. A.P.
41326 666

Ans'd 42539

DRAFT.

H. G. H. Henderson Esq

27 November '05

Sir

Ind.

MINUTE.

- Mr. White 23/11
- Mr. Reed 23
- Mr. Antrobus 24 Jan
- Mr. Cox.
- Mr. Lucas.
- Mr. Graham.
- Mr. M. Ommanney.
- The Duke of Marlborough.
- Mr. Lyttelton.

I am directed by Mr. Sec. Lyttelton to inform you that he is discontent with regard that you are not only heavily indebted to various funds in the E. Ind. Co. but have also charged with monthly disbursements on a Bank where you had no account & have been guilty of with other actions which disqualify you for further service under the bye-laws of the Partnership

Mr. Holland to see when letter has gone
See m. 1538

Chy. to vac. 559 8 Dec 1808. H
Chy. Co. W. H. M. on 19 Feb 1854

P.T.O