

DOMESTIC

EAST AFR. PROT.  
No. 1

C. O.  
43775  
DEC 05

1905

Mr. Read

I saw the Co's representation  
He thought Mr. Anderson the late  
that you had been overcharging  
the Co. I think this is very likely  
true.

Reply that \$3000 on  
Canada was ~~not~~ was included  
on the purchase of Canada in the  
name of the C. O. as security  
for the due performance of the conditions  
of the Montana Franchise,  
by Messrs Wright, Respect  
Wright & Co a strong  
half of the Montana Franchise

C. O. letter  
of request

Wright & Co  
letter of request

1905/106



**THE MOMBASA (B.E.A.)**  
TRADING & DEVELOPMENT  
**SYNDICATE, LIMITED,**  
GENERAL MERCHANTS,  
PLANTERS, &c.  
LONDON MOMBASA & NAIROBI.

Telephone No. 4250 AVENUE

Telegraphic Address: **SWANILL, LONDON.**

C. O. D.  
43375

GRAND MOMBASA  
NAIROBI

CABLE CODES USED:

Wireless Delta Code.  
A. B. C. 4th and 5th Editions  
A. 1. Telegraphic Code.

AGENTS OF  
MOMBASA AIRBORNE TRAMWAYS  
MOMBASA ENGINEERING WORKS  
MOMBASA SAW MILLS  
MOMBASA STORES MOMBASA  
MOMBASA STORES MOMBASA

130, Finchchurch Street.

508

London Dec. 4th 1902

To the Assistant-Secretary of State  
for the Colonies,  
Colonial Office,  
Downing Street, S.W.

SIR

Some time ago we approached you in connection with the  
Mombasa Tramways, of which, as you are aware, we are the Lessees.  
Having reorganized our management in Mombasa, we are now going  
closely into the various matters concerning these Tramways, and one  
of the things of which we do not seem to be able to trace exact  
records is the matter of a Bond entered into, and the previous  
deposit of Consols in exchange for which this Bond was given.

Our Mr. Von Wahrtred will take the liberty of calling on  
you with this letter, and we will be greatly obliged if you will  
furnish him with any information on this subject that may be desirable.

Yours

We are, Sir,  
Your obedient servants  
For The Mombasa Trading & Development Syndicate, Ltd.

*[Signature]*  
Secretary.

43375

The Secretary of the  
Member Trading  
& Development Society  
Ltd.

21st December

Sir  
I am directed by  
the Council of the Society to  
ack the receipt of your  
letter of the 4th inst, +

Mr 18/12  
McKend 18/12

in view of the  
present of gain for  
the performance of the  
conditions of the lease  
of the Trading at  
Member Trading Ltd

21st Dec 1903

£3000 were wanted  
in the purchase of  
lands in the district  
of the P. L. Co.

to inform

4th Dec 1903  
to inform

43375 with to  
Comm for info

as security for the due  
performance of the con-  
ditions of the lease &  
the Montrose Tramway  
Company Wright

Robert Wright &  
C. acting officiating  
on behalf of the Montrose  
Tramway & Development  
Company

2. Subsequently on 14<sup>th</sup> Dec  
1903 Mr Anderson  
applied for the release  
of this money & the  
substitution of a bond  
as security, in order  
that he might have  
funds for the purposes  
of agreement for

with the intention of which  
the Montrose Tramway  
& Development Company  
note see then for  
long but which  
has since been abandon-  
ed.

3. This was agreed to  
and accordingly a  
bond for the due  
performance of the conditions  
of the Tramway lease was  
substituted by  
Mr Anderson on  
the 23<sup>rd</sup> Dec 1903  
by Mr Anderson, Mr  
Albert Wright of  
Liverpool & Mr  
John Walker of  
Newcastle, & the  
Consents were then  
made and the

proceeds handed to  
Mr. Albert Wright  
after deducting

at his request £800

being one year's rent  
of the Treasury, £24  
for rent of land  
£10 for stamp  
in the Bond.

*Expenses*

C. O.  
10004  
REC'D  
MAR 26 1906

Crown Agents to The Mombasa (E. E. A.) Trading & Development  
Syndicate Limited

Whitehall Gardens, S. W.

7th February 1906.

rec.  
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Sir,

With reference to your letter of the 18th of January, and to Mr Wahren's interview at this office on the 8th instant, relative to the rent of £824 due to the Government of East Africa for the year 1906 under the Mombasa tramway leases dated the 11th of June 1902, I have to inform you that you as the present tenants of the tramway are liable in the first instance for the payment of the amount.

2. I have therefore to request you again to forward to us a cheque for the above amount.

3. I may add that we have received from the Colonial Office copies of your letter of the 4th of December and of their reply of the 21st of December.

I am &c

Sd) W.H. Mercer.

The Mombasa (B.E.A.) Trading & Development Synd. Ltd.

to Crown Agents.

130 Fenchurch Street, E.C.

8th February 1906.

Gentlemen,

In reply to your letter of the 7th inst. and referring to the interview our Mr Von Wahrtreu had with you on the 6th inst. we beg to state that not having any lease for the Mombasa-Kilindi Tramways from you, we very much regret we must respectfully decline to accede to your request to pay the rent to you, and must refer you as before to the parties named.

We are &c

The Mombasa (B.E.A.) Trading & Development  
Synd. Ltd.

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Crown Agents to Messrs Sutton Owen & Rendall.

Whitehall Gardens, S.W.

14th February 1906

Mombasa Tramways.

Gentlemen,

I enclose herewith a file of papers relative to the Mombasa Trading & Development Syndicate and the Mombasa Tramways.

2. You will see that the tramways were leased by the Government of East Africa on the 11th of June 1902 to Mr

D.W. Anderson



G. W. Anderson, who on the 23rd of December 1903 signed with two sureties a bond for £3000 in connection with the lease. The rents for 1905 were paid to us by the Syndicate, who are still in possession of the tramways, but on our applying to them for the rents for 1906 (amounting to £624) they have declined to pay and refer us to the original lessee and the other signatories of the bond.

3. We understand from the Colonial Office that Sir C. Elliot in 1904 granted licence for the assignment of the lease to the Syndicate, but we are not aware whether the assignment was made. We also understand that the tramways (which only form one of the Syndicate's enterprises in the Protectorate) are not a paying concern, and that the Syndicate are either seeking an opportunity or would at any rate probably be glad to get rid of them if they could do so without much loss.

4. I have to request you to advise whether proceedings should be taken, in the first place, against the Syndicate, and generally as to the course to be followed in order to recover the sums due to the Government of East Africa.

I am &c

sd) W. H. Mercer.

Messrs Sutton Greenway & Randall to Crown Agents.

11, Abchurch Lane, London, E.C. 4.

8th March 1906.

East Africa Protectorate - Mombasa Tramways.

Gentlemen,

In further reference to your letter of the 14th ultimo and to our subsequent interview with you, we have

now obtained Counsel's Opinion and have to advise you as follows:-

Whether or not legal proceedings should, in the first place be taken against the Mombasa Trading and Development Syndicate Ltd, depends on the fact whether or not a legal assignment of the Lease has been executed in their favour. Under the terms of the Lease of the tramways granted to Mr Anderson, the consent of the Commissioner as Lessor is necessary to an assignment of the Lease. It would appear that in 1904 the Commissioner was applied to for his consent to the assignment of the Lease to the Syndicate, which consent was granted but no evidence is before us whether or not in pursuance of such consent an assignment of the Lease was executed in favour of the Syndicate, though they have entered into possession of and are now working the tramways comprised in the Lease, and have paid the rent for the year 1905. Assuming there is a legal assignment, an action could be maintained here against the Syndicate for rent due.

Unless such an assignment of the Lease has been executed, the Syndicate are not liable upon the covenants in the Lease. As mere equitable assignees of the Lease - which in the event of an assignment not having been executed is all the Syndicate could be, even though they may have entered into possession and paid rent - they are not liable to the Lessor on the covenants of the lease. Although the license to assign has been granted and even if Mr Anderson has definitely agreed to assign the Lease to the Syndicate but has not actually done so (thus being a mere Trustee for the Syndicate) neither of these facts put the Commissioner in a position to enforce the covenants of the Lease against the Syndicate.

neither is there any claim against the Syndicate for use and occupation whilst there is a lease in existence.

The Lessor can, however, sue the original Lessee, re-enter for non-payment of rent or Distrain. Should it be decided to proceed against Mr Anderson as original Lessee the action will have to be commenced in the Colony unless he is resident in England or Wales, which we understand not to be the case.

Another course open for you to adopt is to commence an action against the signatories to the Bond, two of whom are resident here, and leave could then be obtained if necessary to serve Mr Anderson out of the Jurisdiction.

We will call upon you in the course of Tuesday next to discuss with you the course to be adopted having regard to all the circumstances of the case.

The enclosures to your letter of the 14th ultimo are returned herewith.

We have &c

Sd) Sutton Ounearney & Rendall

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REGISTERED NO. *Vol. 9* 44098/05  
*E.A.P.*

# NOTICE TO BINDER.

PLEASE LEAVE SPACE HERE FOR INSERTION OF *6* SHEETS.

*The Times*

*8, 12, 13 Dec.*

*Slavish colonization*

(Paper not available at time of binding.)