

EAST AFR. PROT

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Rec'd

Br 5 Nov '21

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437

Crowdy W.M.

1919

4 Nov.

Last previous Paper.

C 509
5H

Interview.

Requests on Wednesday or after
to discuss Electric Supply Order

After my letter S. H. will be

v. after

and 3/10/21

Crowdy
Major Crowdy called on the 7th and discussed the matter with Mr. McBlain and me.

This case is like the Nairobi case in that each turns on the question whether the original concession was renewed. The preliminary period expired in 1917 and apparently the concession stated that the Gov. shall extend it for a period of 45 years, provided that the Company had discharged its obligations. Mr. Cobb states that in his belated (June 1918) reply to his application for renewal no allegation of nonfulfilment was made, and that therefore the contract was automatically renewed for the 45 years. On this point Mr. McBlain's recollection was clear that the letter of June 1918 definitely referred to breaches of covenant, and

Next subsequent Paper.

Major Crowdy (who knows Mr.Cobb well) seemed quite prepared to accept Mr.McBlain's statement. It appeared, ^{however,} during the interval up to June 1918, while the Attorney General was considering the position the Public Works Dept. had written to the Company authorising them to carry on from year to year.

I did not ask Mr.McBlain before Major Crowdy whether these annual letters contained any reference to breaches of covenant, but this is a possibility which we may have to go into. If no such statement was made, Mr.Cobb may well argue that the allegation of breach of covenant in June 1918 was out of date.

Mr.McBlain made it clear that there was no "deliberate procrastination" as is alleged on page 2 of Mr.Cobb's telegram in 54509. So far as the P.W.D. was concerned the matter was dealt with with all expedition and the delay in the Attorney General's office was due to pressure of other work. (On this and other points see Mr.McBlain's memo. attached to this paper.)

As regards page 3 of the telegram, Major Crowdy admitted that the existing plant was not obtained from any first class maker, and that Mr. Sankey had agreed to the source of supply selected by Mr.Cobb with some reluctance. The unsuitability of the plant is referred to in Mr.McBlain's memo. I pointed out Mr.Cobb's estimate of £75,000 ^{for his plant} and asked whether this was well founded. Mr.McBlain was definite that to cope with the present demand in Mombasa Island, it would cost £3,000 to adapt the existing machinery to the conditions of the Ordinance, and £10,000 to augment it, so as to cope with the demand. It seemed clear that nothing like £75,000 would be required until the business extended with the development of the Island, so as to require a really

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first class plant. This would take something like 10 years.

Page 4 of telegram. Refusal of priority. This was explained by Mr. McBlain as in his memo. That is to say, Mr. Cobo did not ask for the support of the P.W.D. for his application for a new boiler, and when he asked for their support for boiler tubes he got the priority certificate the same day.

As regards the emergency ordinance passed when the Company threatened to cease supply, Major Crowdy recognised that this was the only possible course for the Govt. to adopt in order to prevent Mombasa being plunged into darkness. He accepted my assurance that there was no question of the Govt. taking over permanently but that the Ordinance was simply intended to keep things going in the face of a deliberate refusal on the part of the Company to supply electricity.

As regards the proposed enquiry, I said that I felt certain that after the provisions of the Ordinance had been fully understood, there would be no difficulty in coming to a friendly arrangement. Mr. McBlain and Major Crowdy discussed at some length the provisions of the Ordinance and Major Crowdy was satisfied that they were reasonable, except that he considered that the period of 25 years after which the local authority may take over from a distributing licensee, was too short to enable the Company to raise the new capital which it required. After discussion on this point, Mr. McBlain said that he would be prepared to recommend that the period should be extended to 42 years and also that the licensee should be entitled to have 5 years notice before that time of the intentions of the local authority.

authority. This would enable the licensee to avoid any loss by undertaking fresh expenditure during the expiring period of the license.

Mr. McBlain will write to us on this point. Major Crowdy borrowed a copy of the Ordinance and will discuss any points of difficulty with Mr. McBlain and will then apply for another interview here with a view to settling the terms of the telegram which he proposes to send to Mr. Cobb. My idea is that we should telegraph to the Govr. at the same time with a view to a discussion on outstanding points being arranged locally with Mr. Cobb so that the whole question can be settled, as it certainly can if Major Crowdy is able to bring Mr. Cobb to the same point of view as himself.

Wait until 8/11/19 done

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Wait 661 8/11/49 Jones

Mr. Undersecretary of State
The Colonial Office

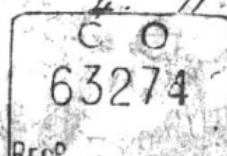
5 Stone Buildings
Datchet, Berks, etc.

NORTH PAGLIAN BARRACKS

DEVONPORT

London SW1

54509/1919.



489

RECD
R 5 NOV 19

Sir
I regret to say that my trip abroad did not receive your letter offering me an opportunity and interest with the E. African Department until long after the date suggested in it and has not since then been in doubt. I had waited three weeks in the hope of receiving a reply to my letter of 20th September.

I am returning to London to-morrow noon and should be glad if you would kindly make an appointment for any day subsequent to that within a week from now.

I have the honor to be, Sir,

your obedient servant
to the Admiralty

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Downing Street,

5 November, 1919.

DRAFT.

M. CROWDY, Esq.

Sir,

MINUTE.

Mr. Bottomley, 57/13

Mr.

Mr.

Mr. Grindle.

Sir H. Lambert.

Sir H. Read.

Sir G. Fiddes.

Col. Amery.

Lord Milner.

I am etc. to ack. the rect. of your letter of the 4th of November and to inform you that he will be glad if you will call at this Office on Friday the 7th of November at 3 p.m. in order to discuss the position of the Mombasa Electric Power Company with the Head of the East Africa Department of this Office and Mr. McBlain, the Electrical Engineer of the Government of the East Africa Protectorate.

I am, etc.,

Drafts.

DRAFT.

Downing Street,

November, 1919.

J. McBlain, Esq.
c/o The Standard
Bank of S.A.

MINUTE.

Mr. Bottomley,

Sir,

With reference to your various discussions at this Office on matters connected with the electricity in the E.A.P., I am etc. to inform you that he will be glad if you will attend at this Office on Friday the 7th of November at 3 p.m. when Mr. W.M. Crowley will call in order to discuss the position of the Mombasa Electric Power Company.

I am, etc.,

Monrovia Electric Light & Power Co. L. d. Agreement

The Electric Power Ordinance 1919

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The Maintenance of Electrical Safety Ordinance, 1979

their composition, consideration of corrections under no agreement will be provided that after a probationary period of 7 years, the agreement would be extended for a further term of 44 years; if the company had performed certain specified corrections and in effect, had given satisfactory and performing less than half in such manner as in the opinion of the Board the same ought to receive being established and could be performed.

The committee was ordered to go to the residence of Mr. H. D. Dodge, who for many years had been living in Mendota and to ascertain the probable place of his burial. He died at Mendota. Later, when the author visited the place where he was buried, he found that the grave had been disturbed and that the bones had been taken by Mr. Dodge's wife.

Mr. H. K. Ladd, Inc., manufacturers of insulation
had at his disposal leather planks 25th October 1919, as
an envelope of Mr. Ladd.

-113 - *Monographia adolec. secund. secund. Ann. 1868*
and also a Director of "The Standard" to examine his
paper and present some well-pleasing copy for the
President. - *Monographia adolec. secund. secund. Ann. 1868*
also Prof. and Dr. Plant, who were appointed to take
charge of the new and enlarged State.

in the foreground, a long narrow rock ledge
about 50 ft. wide, with a very steep bank on the right side.

Page - one of

of 10000
placed last year ready to be taken
excepted & now in storage in store
There will be enough to last 2 or 3 years
except a few more, all the horses will have
been sent down and will be to be
replaced by others. No signs of eggs were found

Proposed by Mr. Watson's proposals were
as follows: - The following would lead about 16
years and require 1000 hours to reach the certain
existing channels for the initial power for hydroelectric
and some short periods of power of the hydroelectric
power plant as working regulation of the A.W.A.
power plant should obtain from time to time
but that of course, will be made by the Board of Directors
of the company, Enclosed herewith are
the other proposed changes for the hydroelectric
power plant and the same have been submitted
to the Board of Directors for their consideration.
Very truly yours, Frank W. Goss,
General Manager.

This plant is well equipped for the growing requirements of most tea strains of clonal and seedling. Its remarkable controllable performance has enabled fine clonal crops and a wide range of tea alterations, including green tea, black tea, Ceylon tea, Darjeeling tea, and tea for the tea industry.

Florida after the Company became established
and during the remaining 10 years
of his life he was absent from
the Conference except to attend
the occasional State Convocation
and the occasional State Convocation
and the occasional State Convocation.

We have established the south Food House
at the end of the main street, the corner
between (the Post Office) and the Library. It is
to be run by the American Legion, who
have a large number of people there
regularly. I am sure you will be
interested to know about it.

to their composition. Now instead of Mr. Cottle being influenced by his own technical adviser, the whole idea and procedure by Mr. Dutton's interference, giving it a decided bias giving a good service and sufficient compensation to some firms, but largely discrediting the rest which have to pay the full load and are now bound to the old system.

The new system is to be based upon the following principles:

- 1. The amount of money to be paid to each firm will be determined by the number of men employed by the firm.
- 2. The amount of money to be paid to each firm will be determined by the amount of work done by the firm.
- 3. The amount of money to be paid to each firm will be determined by the amount of work done by the firm.
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- 10. The amount of money to be paid to each firm will be determined by the amount of work done by the firm.

government's northern boundaries, between the
council suggested him that those provisions
appropriate in the final form of the Ordinance
of 1850, which were not contrary to it if
they were not inconsistent with it,
should be adopted by Congress and
applied to the new territories. The bill contained
articles of 25-27, and called for a bill
to be introduced, but it was not done.
The first article of the bill
was to prohibit the sale of slaves

the "Zinc" and "Copper" mines
Lime Solder. This was used to seal the
lead pipes of the water system, and to
seal up the intakes, and to seal up the
lead pipes and joints. The Dr. Goldie and the
company, by Weller, in New York, who
manufactured these products, are advertising
A Raffle will be conducted at the function of
the 19th of Oct. 11, and every donation from \$1.00 to

THE MOMBASA ELECTRIC LIGHT AND POWER COMPANY, LIMITED.

MOMBASA,

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P.O. Box 104.

28th August 1911.

The Director of Public Works,
Nairobi.

Sir,

We have the honour to refer to your letter of the 20th instant, and to your telephonic request for an interview to discuss the arrangements it might be necessary to make in view of our notice to discontinue the supply of Electricity after September 15th.

1. Our object in presenting our views in the form of our letter of the 11th instant, and in giving notice to discontinue supply, was to secure that full consideration of our case which we have been endeavouring mainly to obtain for over 2½ years, and to prevent a further postponement of a settlement, which postponement must bring disaster to ourselves and serious inconvenience to our customers.

2. The Government having considered the position to be so serious as to warrant special legislation of a most extraordinary character, we believe it may now be willing to grant such full consideration to our case. We therefore have the honour to apply for a full, public and impartial enquiry into the extent to which the terms and conditions of the agreement, dated 5th August, 1910, between the Government and ourselves, have been carried out by each party thereto, into the manner in which we have conducted the undertaking, and into the terms, if any, on which the agreement should be extended for a further period. If our request for a public enquiry be granted we ask that it should not exclude any matter which might enable us to justify our attitude in the negotiations for an extension of our Concession. We maintain that we have been very unfairly treated by the Government and we wish for an opportunity of having this publicly proved or disproved.

3. In order to remove any difficulty in the way of such an enquiry we shall forthwith withdraw the public notice to discontinue the supply of electricity on September 15th, and an announcement to that effect will be sent to the press today. This is done with the sole view of facilitating an enquiry as we have no desire to continue to carry on the undertaking under the conditions of insecurity which have for so long existed.

4. In view of the possibility of our continuing the supply during the suggested enquiry it is necessary to state again that our existing plant is now fully loaded and we therefore cannot attach new consumers, as if we were to do so it would injuriously affect the supply to existing consumers. In addition, it would be necessary for a time to give a reduced supply to enable necessary work to be done on our engines and boilers, but we believe that with the co-operation of the Consumers this could be arranged without very serious inconvenience.

I have the honour to be, etc.,
Your obedient servant,

THE MOMBASA ELECTRIC LIGHT AND POWER CO. LTD.

(Signed) A. F. Constantine,

DIRECTOR

1960-1961

200 years of the history of the world, and the
first 100 years of the history of the United States.

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（三）在新民主主义时期，中国共产党领导的人民民主政权对民族资产阶级实行既联合又斗争的政策。

53274/1919.

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5, SUSSEX MANSIONS,
SOUTH KENSINGTON, S.W.7.

TELEPHONE:- KENSINGTON 2429.

Mr Bottomley
States for the
Colonies

B. Nov 1919

Sir,

I bear the honor to acknowledge
your letter of the 5th Nov and may
tell you I shall be happy to call on
Mr Bottomley at the time he would
be most convenient.

I bear the honor to be Sir,

Yours very sincerely
W H Frosty.

3274/1919.

496

5, SUSSEX MANORNS,

SOUTH KENSINGTON, S.W.7.

TELEPHONE:- KENSINGTON 2028.

Mr. President,
State for the
Colonies

5. Nov 1919

Str,

I have the honour to acknowledge
your letter of the 5th Nov^r and to say
that I shall be happy to call on
Mr Bottomley at the time he will
be fit to receive me.

I have the honour to be Sir

Yours, John Cannon F

W. H. Frosty.