

Revenue (Spl) (1919) Department.

Ordinary SERIES.

G.O. No. 442

DATED 28-9-19

[Despatch Abstract.]

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

Sect. II-9-1-16.

DEPARTMENT.

CURRENT FILE.

CONTENTS.

Current No.	From	Number.	Date.	Pages.

or 8 miles for each

The Club,
Ootacamund,
13-7-19.

Sir,

With reference to your request that I should give you particulars about the German Swiss employees with whom I have arranged that they should stay on for a year when transfer is made to the Commonwealth Trust Limited in order to keep the business going, their names are set out in the schedule to this letter with a resume of the principal terms of the verbal agreement that has already been made between myself and them. I was told that before entering into such an arrangement with the old employees of the Basel Mission Trading Company I must ask the Collector of Malabar and of South Canara if they had any objection. This I did and in neither case did the Collectors raise objections. At the present moment the whole Industrial undertaking which consists of eleven factories and a general store is carried on by seven Europeans of whom one, Mr. Stokes, is a British subject. This number also includes one missionary who has picked up his experience by having been temporarily placed in charge of tile factories belonging to the Swiss Trading Company.

I have not included the Manager of the Weaving factory at Mangalore Mr. Geysin, because he is just about to leave for Switzerland when his place will also be taken by Mr. Wuttrich one of the six on my list who is an accountant and not an expert weaver though he once carried on this particular factory for three months.

At the present moment the staff has been reduced below the bare minimum required to carry on. The danger point has been reached. At Mangalore Mr. Stokes, Manager the Mechanical factory, also supervises the Malphe tile works; but as the two are over 40 miles apart, and not connected by rail with four unbridged rivers to cross, that supervision must be largely nominal rather than real. At the same place Mr. Glattefelder is in charge of two of the most important tile works on the coast, Jeppor and Kudroli which are four or five miles apart. On the Calicut side Mr. Spahn looks after the Feroke tile works and also those at Codacal and Calicut. Feroke and Codacal are thirty miles or more apart and only connected by rail, the rivers making road journeys impracticable. Feroke and Calicut are 7 or 8 miles for each

PAPERS PUT UP WITH CURRENT No. _____

Papers of the department to which the current belongs.

Number.	Date.	Original (= O) or spare copy (= S.O.)	Remarks. (In this column such of the papers as have been removed for copying, printing, etc., should be marked with a cross.)	Initials of Referencer with date in token of return to Reference department.

Papers of other departments.

Department.	Number	Date.	Original (= O.) or spare copy (= S.O.)	Initials with date of (1) Referencer acknowledging returns of the paper concerned or (2) Despatcher to denote the return of the papers to the department concerned.

other. There is no doubt that in the opinion of the present Manager the factories are suffering from the want of European supervision and it is clear that a single case of sickness might lead to a disastrous state of things. Before the war 28 Europeans were I am told employed in the Industrial and although they were, I believe, over stuffed at that time, the contrast today is striking. This state of things I pointed out to the Government of India in April last and pressed for a direct transfer to the Commonwealth Trust Limited. We wished to be in a position to take the management in hands and to engage staff which was not possible until I was certain that the undertaking would be transferred or leased to us. Today the position is rather worse because two of the expert employees, Montigel and Geysin, will no longer be available. Besides this I am not yet been able to come to terms with one of their substitutes. On the 19th June I wrote to the Collector of Malabar explaining the reasons which rendered it desirable that the Commonwealth Trust should be allowed to take over at once. A copy of this letter I sent to you. The present position is clear. If the Swiss employees are made to leave the country now there will be a disastrous collapse of the undertaking. My Company has or had two or three weaving and tile experts whom they wished to send out at once, but it is clear that the gap could not be filled up by a small number and however expert their technical knowledge may be until they learn local conditions and something at all events of the vernaculars on the Coast they would in any case find things very difficult. Tile making depends very largely on local knowledge. Besides this although these men were ready to come out it is quite possible that by now they may have found other places. They certainly cannot be counted on for long if they are good men. They will in any case depend for ^{some} time on the old employees to teach them their work on the coast and this I have arranged for. Besides these considerations this Industrial undertaking is a peculiar concern. Like some of the Christian guilds in the middle ages it is built up on a religious basis. Thanks I believe largely to this. Weaving in factories which it is I understand generally hard to induce members of the Weaver Caste to adopt has been a success. It has also no doubt helped to keep away labour difficulties and is to

It even at ~~the~~ its lowest a commercial asset. Once the undertaking were allowed to "run down" it would be hard to build it up again, and certainly difficult to do so in such a way as to restore this peculiar characteristic.

A year is really the shortest time in which it will be possible to replace the present staff and to build up a new one. All the men including the Manager have to be found and in view of the essential importance of finding the right men the search, selection are a work which cannot be hurried. Both at home and in India we have as far as this uncertainty of the position would allow been looking for men and though two or three possible Managers and the experts I have referred to have been found, experience has shown that tile managers as well as weavers with the qualities wanted for this particular undertaking are hard to discover. When they are found and it will take some months to build even the first foundations of a really good staff. It is essential that they should have some months with the old employees for the reasons set out on the previous page.

The same applies, only with perhaps additional force, to the selection of a manager. He must be highly paid and to induce a good man to come he must be offered security of tenure of his post. It is not possible to bring out a man from a post in England or India on trial. It is therefore of vital importance that this Company should not be forced into a position in which it has to take the first man who presents himself. All depends on this choice. Nor can a man always be released at once for new work. One of the men I have found out might do is doing Govt. work in the North of India and could not certainly be spared, I was told, for three months. I am anxious to be able to return to England to compare the candidates who have been found there with the men I have interviewed out here. If therefore you will allow me to suggest the only course which will prevent a possibly disastrous state of things I would propose the following course:-

(1) Allow Mr. Odgers to give me a power of attorney with the terms as already ~~was~~ arranged. It will I understand only last a short time as he is likely to vacate his position shortly. It will however enable me to cable immediately for staff from England i.e. for three or four tile and weaving experts and subject to what I have

said above ~~and~~ if the company is sure that it has the right man for a manager.

(ii) The collapse of the undertaking has, I hope, been prevented by the arrangement which Government has allowed to be made by ~~me~~ ^{me} with the Swiss employees to carry on for a year. Though made verbally this is now a binding agreement and if it were broken the Swiss employees sent away now it would expose us to an action for the salaries of which they have been deprived by the agreement not being fulfilled as well as make it impossible to carry on the business. I am moreover pledged to send written agreement for signature.

(iii) Cause the Trust deed transferring the property to the Trustees to be signed at once. I believe that the schedules are now ready. This course has been followed on the Gold Coast according to the letters I have recently received.

(iv) The terms of an outright transfer have already been forwarded by the Trustees to the Government. A draft lease will also shortly be sent you as an alternative in case the former should prove impossible.

(v) As soon as the Trust deed has been signed by the Trustees allow them at once either by a power of attorney or by a temporary lease or arrangement to hand over instantly to the Commonwealth Trust to carry on it being arranged that this handing over should be subject to the terms of the final lease or outright transfer which has still to be approved by Government. This has been done on the Gold Coast and it is in my opinion the only course which will prevent the Industrials from drifting into disaster. In my opinion though I am sure that the Trustees will concur in this view, the Government should assist them by intimating its opinion that this should be done.

(vi) As for management the course I should propose during the two or three months that are likely to elapse after my departure before a new manager can be found or the director who is I understand coming to India in the cold weather arrives is to let things go on as they are at present i.e. let Mr. Eidenbenz continue to manage the concern and let Mr. Drysdale continue to control expenditure. For this all that is ~~required~~ ^{required} is that the former should be ~~made~~ ^{given a limited power of attorney and that an arrangement should be} made with Mr. Drysdale. To

engage a firm temporarily is in my opinion out of the question and undesirable. Though the time will be short it is a critical one and to put Mr. Drysdale who is a mere accountant in charge would be too risky. Unless the responsibility is left with Mr. Eidenbenz I consider that it would be dangerous to trust to his keeping Mr. Drysdale in the way in business matters in which his experience is necessarily small. It would of course be necessary to retain Mr. Eidenbenz for a certain time after the arrival of a new manager who would be strange to everything. Mr. Eidenbenz also ~~manages~~ manages the weaving factory. Once the Government put the Commonwealth Trust in a position to act, it will do its utmost to find a general manager with all the speed that is consistent with the selection of the right man. Unless however the company can now be empowered to take over the management and unless the arrangement with the existing staff is left undisturbed I cannot answer for the future of the business.

I have, Sir,

The Honour to be

Your obedient servant,

JOHN DOVE.

said above and if the company is sure that it has the right man for a manager.

(ii) The collapse of the undertaking has, I hope, been prevented by the arrangement which Government has allowed to be made by the company with the Swiss employees to carry on for a year. Though made verbally this is now a binding agreement and it is broken the Swiss employees sent away now it would expose us to an action for the salaries of which they have been deprived by the agreement not being fulfilled as well as make it impossible to carry on the business. I am moreover pledged to send written agreement for signature.

(iii) Since the Trust deed transferring the property to the Trustees to be signed at once. I believe that the schedules are now ready. This course has been followed on the Gold Coast according to the letters I have recently received.

(iv) The terms of an outright transfer have already been forwarded by the Trustees to the Government. A direct lease will also shortly be sent you as an alternative in case the former should prove impossible. (v) As soon as the Trust deed has been signed by the Trustees allow them at once either by a power of attorney or by a temporary lease of arrangement to hand over instantly to the Commonwealth Trust to carry on its being arranged that this handing over should be subject to the terms of the final lease or outright transfer which has still to be approved by Government. This has been done on the Gold Coast and it is in my opinion the only course which will prevent the industrialists from falling into disaster. In my opinion though I am sure that the Trustees will concur in this view, the Government should accept their by intimating its opinion that this should be done.

(vi) As for management the course I should propose during the two or three months that are likely to elapse after my departure before a new manager can be found on the Director who is I understand coming to India in the old weather arrives is to let things go on as they are at present. I. E. Mr. Eidenbenz continues to manage the company and let Mr. Drysdale continue to control the factory. For this I am sure is required is that the former should be given with Mr. Drysdale.

(vii) As for management the course I should propose during the two or three months that are likely to elapse after my departure before a new manager can be found on the Director who is I understand coming to India in the old weather arrives is to let things go on as they are at present. I. E. Mr. Eidenbenz continues to manage the company and let Mr. Drysdale continue to control the factory. For this I am sure is required is that the former should be given with Mr. Drysdale.

SCHEDULE.

Name.	Factories.	Monthly salary in rupees.	Term for which engaged.	Notes
<u>Eidenbenz H.</u> ✓	General Manager & Weaving factory Calicut.	1,000	Till replaced or 9 months.	Wife gets 200 a month for embroidering department.
<u>Wuttrich D.</u> ✓	Controller of Mangalore district business. Manager of general stores.	650	One year.	Will manage the Mangalore Weaving Factory till a weaver comes.
<u>Glattfelder A.</u> ✓	Jeppoo & Kudroli tile works, Mangalore.	700	Just over year i.e. till Oct. 1920 to avoid monsoon being an old man.	Is to be paid 300 extra for every month under the company on departure at end of year.
<u>Luscher A.</u> ✓	Cannanore Weaving.	400	Is to let me know either one year or six months and there- after 3 months notice either side. It is at his option to decide before I next see him.	
<u>Spahn C.</u>	Feroke Codacal & Calicut Tile Works.	600	Either one year or 9 months notice (3 months) to be given any month after 6 months by either side. It is at his option to decide before I next see him.	Is to receive 100 a month extra on departure.
<u>Stokes H.</u> ✓	Mechanical Mangalore & Malpe tile works,	600	One year.	Have advised company to reemploy him afterwards as he is British.

Stokes is a British subject.

All of the German Swiss are to be paid the cost of their journey (second class) from the factory to destination in Europe and also the cost of getting their personal effects home. Stokes is to be given leave $\frac{1}{2}$ pay for a short visit to Europe as soon as he can be spared after six months. If Glattfelder should be kept on after a year he would only receive 100

engage a firm temporarily is in my opinion out of the question and undesirable. Though the time will be short it is a critical one and to put Mr. Draydale who is a mere accountant in charge would be too risky. Unless the responsibility is left with Mr. Eidenbenz I consider that it would be dangerous to trust to his keeping Mr. Draydale in the way in business matters in which his experience is necessarily small. It would of course be necessary to retain Mr. Eidenbenz for a certain time after the arrival of a new manager who would be strange to every thing. Mr. Eidenbenz also manages the weaving factory. Once the Government put the Commonwealth Trust in a position to act, it will do its utmost to find a general manager with all the speed that is consistent with the selection of the right man. Unless however the company can now be empowered to take over the management and unless the arrangement with the existing staff is left undisturbed I cannot answer for the future of the business.

I have, Sir,

The honour to be

Your obedient servant,

JOHN DOVE.

rupees a month extra for each month of service under or over his 700. All agree to do what work is required of them and to teach and assist our new employees.

Besides the above mentioned German Swiss there is the missionary Jucker with whom I still have to arrange terms. I made an offer to him but he asked too much. As he is managing a very important factory Palghat I shall probably be obliged to give him what he asks i.e. 500/-. He receives 100 ~~for~~ from the mission for work (accounts) he is doing for them. His terms would be one year expenses home 2nd class and generally otherwise the same as the rest.

Names	Profession	Monthly Salary in Rupees	Term for which engaged
<u>Edmund H. H.</u>	General Manager of Weaving Factory Calicut.	1,000	11th replaced or 9 months.
<u>Walter D. W.</u>	Controller of Range - Fore District Business Manager of General Stores.	830	- One year.
<u>Classified A.</u>	Teacher & Khadii - like works, Manager.	700	First over year 1st. till Oct. 1923 to avoid monsoon delay in old man.
<u>Teacher A.</u>	Cananore Weaving.	400	Is to let me know either one year or six months and there- after 3 months notice either side. It is at his option to decide before I next see him.
<u>Joseph C.</u>	Teacher & Khadii - like works, Manager.	600	Either one year or 9 months notice (3 months) to be given any month after 6 months of either side. It is at his option to decide before I next see him.
<u>Thomas H.</u>	Mechanical Repaire & like works.	800	One year.

All of the German Swis are to be paid the cost of their journey (second class) from the factory to destination in Europe and also the cost of getting their personal effects home. Stokes is to be given leave & pay for a short visit to Europe as soon as he can be spared after six months. If Classified should be kept on after a year he would be

8 10
Power of Attorney.

To all to whom these presents shall come greeting:

Whereas Mr. D. Chamier the Custodian of Enemy Property in Madras by deed dated the 1st day of August 1919 appointed me John Dove of the Inner Temple London his attorney for him and in his name to do certain acts and things connected with the management and the carrying on of the business and industry lately managed and carried on by the Basel Mission Trading Company in India and now by order of the Governor-General in Council vested in the said Custodian in the said deed set forth and including the power to appoint substitutes and agents.

Now know ye that by virtue of such power and by virtue of all other powers me herewith enabling I hereby subject to the limitations and restrictions set out below appoint Mr. Hermann Eidenbenz and Mr. L. Drysdale both of Calicut to be jointly my attorneys and agents for the under-mentioned purposes and to do and perform all or any of the acts matters and things hereinafter set forth in the same manner and as effectively as I might do them or any of them or as they the said Hermann Eidenbenz and L. Drysdale could have done them or any of them if they had in my stead received authority thereto in the said deed.

(1) To work/manage and carry on the

9
above mentioned manufacturing and industrial business

(2) to appoint as managers of factories to ~~the~~ other posts for the purpose of carrying on the said business such persons may have been engaged by the company as are already in the employ of the industrial business or in case of necessity to engage other persons provided always that no such appointment shall without the ratification of the company be for a longer period than to the 30th Novr. 1919.

(3) To collect rents and other monies due in respect of the business company and to distrain for rents in arrear.

(4) To commence and prosecute and to defend, compound and abandon all actions suits claims demands and proceedings in regard to the property and business in India or otherwise.

(5) To adjust settle compromise and submit to arbitration all accounts debts claims demands disputes and matters which may subsist or arise in respect of the said property and business

(6) To make or give receipts releases and other discharges for monies payable to the business and for any claims and demands in connection with the said business or property.

(7) To enter into make sign and do all such contracts agreements receipts payments assignments instruments and things as may in the opinion of the said Hermann Eidenbenz and the said L. Drysdale be necessary or expedient for the purpose of carrying on the business and under-

10
(8) To empower any member of the staff who may have been or be engaged by the Commonwealth Trust Limited to perform the duties and acts or any of them contained in sections 3, 6 and 7 in respect of any district or any industrial or mercantile establishment until the expiration or termination of the power of attorney.

(9) To look after and manage the property lately owned by the Basel Mission Trading Company Limited and to lease buildings or land the use of which is not required for the purposes of the business and to represent me before the Registrar for this purpose.

(10) To do all other things as may seem necessary or expedient for the purpose of carrying on the said business and undertaking provided always that the powers hereby conferred are subject in all respects to the restrictions and conditions contained in the undermentioned documents which shall be deemed to be included in this deed

(a) Conditions (1) and (4) of the license dated the 8th February 1915 and granted to the said Hermann Eidenbenz

(b) condition (2) of the license as amended by the Government of India on the 5th Novr. 1915

(c) all the conditions of G.O. 1668 P. dated the 20th Novr. 1915.

Provided further that in the event of the said "Eidenbenz" being for any reason incapacitated from performing

38 J. 302-303
26.2.15

257 J. 1668
20.11.15

(K)

11

the above mentioned functions or acting
as attorney the same may be performed
by Mr. L. Drysdale alone and provided -
lastly that this power of attorney shall
be revocable at will and shall in any case
terminate at midnight on the 30th November
1919..

12

C.

CURRENT POSTS



TELEGRAPHS

3062 E.

This form must accompany any inquiry made respecting this Telegram.

By 16.5.19



Handed in at (Office of Origin).

Date.

Hour.

Minute.

Service Instructions.

TO

Simla

17.8.25

Recd. here at

9

H.

20

M.

Resp Ooly
I hope my proposed power attorney
to Piden benz and drysdale meets
Your approval
L Doue

V.C.
What has been happening =
to this

The name of the Sender if telegraphed, is written after the text.

Lal Chand & Sons - 315 - 5-18 - 2,05,000 Bks (Edn. III).

13

Revenue (Spl-War) Dept.

~~3062-1~~
Memorandum No. ¹⁶ dated ¹⁶ August 1919

Copy of the
A/power of attorney issued in favour
of Captain Dove by the Custodian of
Enemy Property, in respect of the proper-
ties of the Basel Mission Trading Co, is
enclosed ^{and} a draft power of attorney
which Captain Dove proposes to issue in
favour of Messrs. ^{Drysdale} ^{Edwards} ~~Edwards~~ and ~~Drysdale~~
^{an enclosed} is also furnished. The Govt. Solicitor
is requested to scrutinize the draft
and to advise the Govt. whether it is in
order.

See
12.8.19

all
13.8.19

To the Govt. Solicitor, Madras

(with copies of powers of
attorney).

Memorandum No. ~~3062-1~~ dated ¹⁶ August '19

The attention of the Custodian of
Enemy Property, Madras, is invited to
proviso 2 of the Power of Attorney issued
by him in favour of Captain Dove in res-
pect of the properties of the Basel Mis-
sion Trading Co. As Captain Dove is the
representative of Commonwealth Trust, Ltd
and as the word 'Company' has been de-
fined in the preamble to the deed as
referred ^{ing} to the Basel Mission Trading Co.
the last two words in the second proviso
viz. 'said Company' should be replaced

pp 205-209 CFy
the file placed below.

pp 8-11 CF

Not to issue
(for revised memo
vide pp 3-5 ^{supra})

p 208 CFy the main
file placed below

p 205 id

p 208 id

2
by the words 'Commonwealth Trust, Ltd.'
of Enemy Property
The Custodian is requested to have
the correction carried out accordingly.

14
To the Custodian of Enemy Property,
Madras.

- 15 3
- Rev. Spl. Repl.
- memo 3062-2316-84
- Copies of the
marginally noted papers
are forwarded to the Govt.
Solicitor, Madras who is
requested to advise whether
the draft power of attorney
relating which Captain
Dove proposes to issue in
favour of Messrs Eidenberg
and Drysdale is in order.
The Govt. consider that
the draft requires
attention with reference
to the following points:-
- The order of the names in
(1) the power of attorney
should run in the name
of Mr. L. Drysdale and
Mr. Herman Eidenberg.
(2) The term "Company"
should be used in one
sense only (viz) the Basel
Mission Trading Company
or its registered name
"Basel Mission Industrial"
- (1) Power of attorney executed
by the Custodian of Enemy
Property, Madras in favour
of Captain Dove.
(1st 205-209 of the
main file)
- (2) Draft power of attorney
proposed to be executed
by Captain Dove in favour
of Messrs Eidenberg and
Drysdale (1st 86-NCF)

The Commonwealth Trust
limited may be named to
as "the Trust". Clauses
to this effect should be included
in the draft power of attorney

11
16
(3) References are made
to persons ^{in the} employed of
'the Industrial Business',
'The business Company',
'property and business',
names 'the business' and
'the business and under-
taking'. To avoid mis-
conception and uniform
expression may be used.

(4) ^{throughout} The ~~sub~~ company
referred to is the Basel
Mission Trading Company
but Clause (2) of the draft
refers to 'persons engaged
'by the Company' and
'persons who shall hereafter
be appointed ~~be apt~~ as
managers of factories'
whose engagements have
to be ratified by the Company,
apparently referring to
some totally different
Company (presumably the Commonwealth Trust Ltd).

(5) In para 8 reference is
made ^{made} to persons who have
been engaged by the Commonwealth
Trust Ltd

17
But this will have to
be read with Cl 2 on p. 206
CF in main file, but
to make this power self-contained
amplification seems necessary.
is intended by this reference
to a "district" should be
made clear.

Presumably the phrase "without any
restriction in regard to locality" but
this should be made clear.

is intended

but the previous paras
give no power to the
Trust to engage. In the
same clause there is reference to
"any district or any industrial or
mercantile establishment".

(6) In clause 10 certain
licenses are referred to
with no indication as to
whom they were granted by
the definition should be
made
clearer.

The Govt Solicitor
is requested to amplify
the draft power of attorney
on the lines indicated
above and forward to Govt
at a very early date ^{the} revised
amplified draft ^{of the} power
of attorney. For any
particulars that he may
require in the drawing
up of the power of attorney,
he is requested to apply
to the Custodian of Enemy
Properties, Madras. Copy of

the Govt referred to is in
para 10 of the draft power of
attorney enclosed.

16-8-49 P.T.O.

2nd flag L please copy pp 37 & 39
+ pp 64-67. + in flag @ pp 24
to 26 + order

Done with
encl
16-8-49

To the Govt Solicitor
1 with copies of powers
of attorney
with list of Govt at (a) and (b)
copies to the Custodian
of Enemy Properties
1 with the draft
power of attorney
at pp 8-11 (cf)

16-8-49
CRB
16-8-49

all
16-8-49

6

18

19

Rev. spl. Reptt

memo No. 3062 W-3 7/19.8.19

Telegram

[Captain] Dove
care of
Home [Dept.]
Simla.

del. & reapp.
18/8

p. 14 NF

pp 15-17 CF

A copy of the ^{communication} ~~letter~~ 8.8.19
from Captain Dove is
forwarded to the Govt
Solicitor, Madras in continu-
-tion of memo No. 3062 W-2
8.16.8.19 and he is requested
to incorporate the addition
now proposed in the draft
of the power of attorney which
will be revised and submitted
to Govt by him.

To the Govt-Solicitor, Madras
(with copy of p. 14 NF)
" Custodian of the
Properties, Madras
(with copy of p. 14 NF)

Remr: 26. 8. 19.

See
18.8.19
CRS
19.8.19

19.8.19

(Sent to Govt. Solicitor, Madras for
redrafting but
generally approved & subject substance is approved.
Verbal modifications.

16.8.19
D. C. 17.8.19
18/8

825x Your telegram ~~yes~~
regarding Power

Proposed Power attorney to
Eidenbenz and Drysdale

See
16.8.19
CRS
16.8.19

20

Rev (Spt) Dept

memo 3062W-4 dt 26-8-19

pp 15-17 CF

p 10 CF

The attention of the
Govt Solicitor is invited
to memo N 3062W-2 dt 16-8-19
forwarding for revision a
draft power of attorney
proposed to be given by
Captain Dove to Messrs
Dygsdale and Eidenbenz and
he is requested to incorporate
in clause 10 of the draft
power conditions 1, 2 and
4 of the license issued
in 1915 in full substitut-
ing the custodian for
the collector in ^{condition} clause (4)

To ^{resp} ^{on} ²⁷⁻⁸⁻¹⁹ ^{dt} ²⁶⁻⁸⁻¹⁹ ^{to} ²⁶⁻⁸⁻¹⁹
The Govt Solicitor
(memo only)

See
23-8-19
CRS
23-8-19

13-8-19

3253

CURRENT NO.
PUBLIC (Minor)

No. 389

Madras 25th August 1919.

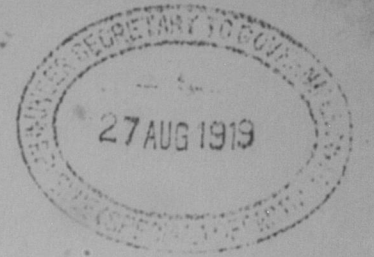
From

14.8.19

C. Moresby,

Ag: Government Solicitor,

Madras.



To

The Secretary to Government,

Revenue (Special) Department,

Stonehouse Hill,

NILGIRIS.

Sir,

I have the honour to acknowledge receipt of your Memorandum No.3062-2 dated 16th August 1919 asking me to advise whether the draft power of attorney which Captain Dove proposes to issue in favour of Messrs Eidenbenz and Drysdale is generally in order and requesting me to amplify the draft power of attorney on the lines indicated.

2. Captain Dove is delegating practically all the powers granted to him by the Custodian of Enemy Property and my view is all that is necessary is to refer to such power and delegate the powers therein with the restrictions desired. This course is preferable to that of rewording and recopying the powers given Captain Dove which is the method proposed the more so as the Power of Attorney is only for 3 months and it may be for a shorter period.

3. With reference to your Memorandum No.3062 W-3 dated 19th August 1919, Captain Dove has not been given power to give notice of termination of engagement to employees already in service and it follows that the same cannot be given by him.

4. I observe that the power of attorney given by Captain Dove terminates on the 30th November 1919 and that his power shall be revoked if and when Captain Dove shall cease to be the representative and attorney of the Commonwealth Trust, I understand that Captain Dove is desirous of leaving India at an early date and that his place is to be filled by some one from Home. Captain Dove would thus cease to be the representative and attorney of the Company in this

pp 15-17 ante

p 19 ante

p 11 ante

This is not correct. The Genl manager is coming and will be the representative of the Co.

22

Sir,

Your Obedient Servant,

Ag: Government Solicitor.

23

Limited an English Company having its registered Office in England

send greeting:

NOW KNOW YE that by virtue of such power and of all other --

24

powers me hereunto enabling I hereby appoint L Drysdale
and Hermann Eidenbenz both of Calicut in the Presidency of Madras -
to be jointly my true and lawful attorneys for me and in my name as
attorney of the said Daniel Chemier to do and perform all or any of
the acts matters and things which I was authorised to do by the said
deed in the same manner and as effectually as the said Daniel Chemier
or as I might now do them or any of them or as they the said L
Drysdale and Hermann Eidenbenz could have done them or any of them
if they had in my stead received authority thereto in the said deed.

PROVIDED ALWAYS that the powers hereby conferred are subject
in all respects to the restrictions and conditions contained in the
undermentioned documents which shall be deemed to be included in -
this deed:-

(a) Conditions (1) and (4) of the license dated the 8th February
1915 and granted to the said Hermann Eidenbenz by the Government of
India.

(b) Condition (2) of the license as amended by the Government
of India on the 5th November 1915 and granted to the said Hermann --
Eidenbenz

25

Eidenbenz by the Government of India.

(c) All the conditions of G. O. 1668 Public dated the 20th
November 1915 and issued by the Government of Madras Provided - -
further that in the event of the said Hermann Eidenbenz being --
for any reason incapacitated from performing the abovementioned
functions or acting as attorney the same may be performed by Mr.
L. Drysdale alone and provided lastly that this power
of attorney shall be revocable at will and shall in any case - -
terminate at midnight on the 30th November 1919.

A N D I hereby agree to ratify and confirm all that the --
said L Drysdale and Hermann Eidenbenz jointly shall do
or cause to be done by virtue hereof or that the said L
Drysdale may under the proviso above set forth alone do or cause
to be done.

I N W I T N E S S whereof I the said CAPTAIN JOHN DOVE --
have hereunto set my hand and seal this day of
1919.

SIGNED

26
SIGNED sealed and delivered by the)
abovenamed CAPTAIN JOHN DOVE in the)
presence of. ..)

27
Dated

1919

CAPTAIN JOHN DOVE

to

L. DRYSDALE ESQ. and ANR.

Power of Attorney by substitution

C. Moresby

AG Government Solicitor

Madras

28
Rev (Spl) Dept
D.O. No. 1533/K. 27 1.9.19

My dear Dove,

to Mr. Campbell

In your D.O. 8.21.8.19

you refer to a telegram of
20th August suggesting that
the power of attorney proposed
to be given to Messrs Drysdale
and Eidenberg should contain
a provision to open accounts
and ^{sign} cheques. This telegram
has not ~~received~~ been
received here. The draft
power is under revision
with the Govt Solicitor,
Madras. Since you are now
in Madras may I suggest
that you should see the
Govt Solicitor and arrange
^{with him} for the inclusion in it
of such ^{the necessary} provisions as you
wish to be put in. The
Govt Solicitor is being
advised accordingly.

See
1.9.19

CRB
1.9.19

yours sincerely

1.9.19

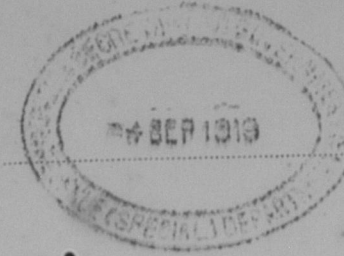
15/1/19

20/1/19

To
Captain Dove
Keket Institute
Triplicane
Madras

DEPARTMENT.

Received



191

Registered

5

9

191

Subject

CURRENT NO.
3365
PUBLIC (minor)

ENCLOSURES.

No.

No. P/84

Spare copies

Station Madras Dated the 1st September 1919.

05/9

From (Name) D. Chamier Esq., Bar-at-law,

(Designation) Ag. Custodian of Enemy Property, Madras.

To The Secretary to the Government of Madras,

Revenue (Special) Department.

Ootacamund.

Sir,

With reference to memorandum No. 3062-1, Revenue (Special), dated 16th August 1919, I have the honor to state that immediately on receipt thereof, I wrote to Captain Dove informing him of the correction required and requesting him to return the power of attorney to me for amendment. I received the power of attorney from him this morning and have corrected it as directed by Government.

I have the honor to be,
Sir,
Your most obedient servant,

D. Chamier

Ag. Custodian of Enemy Property,
Madras.

Filed
to
5.9.19
CRS
5.9.19

p 20 CF

memo No. 2533/1.9.19

In continuation of
memo No. 3062W-4 3.26.19,
the Govt Solicitor is informed
that Captain Dove who
is now in Madras desires
that certain provisions relating
to the ^{grant of} power ^{of attorney} to open accounts
and ^{sign} cheques should be
incorporated in the draft
power of attorney which is
being revised by him. Captain
Dove will see him in this connection.
The Govt Solicitor is requested
to incorporate tentatively in
the draft any minor suggestions
which Captain Dove may
wish to be put in, if he
sees no objection to them.

See
1.9.19CRS
1.9.19L.
1.9.19

To

the Govt Solicitor
(memo only)

31
Memorandum No. 3365 W-1826 ⁹/₁₉

With reference to the correspondence

ending with Memorandum No. 2533 W-3, ^{Rev}

(war)

dated the 1st September 1919 the Govern-

ment Solicitor is informed that the new

General Manager of the Basel Industrials

is expected to arrive in India shortly

and it will not therefore be necessary

to proceed with the preparation of the

revised power of attorney proposed to

be given by Captain Dove in favour of

Messrs. Drysdale and Eidenbenz.

Dono
To the Govt. Solicitor.

Copy to the Custodian, Enemy
Property.

CRS
26/9/19

Ln.
26/9/19

NOTES.

Immediate

32

Basel Mission Trading Company

I believe this Company has been allowed to carry on during the war under a license. Please put up papers about the license — I think I saw them a day or two ago — & let me know especially what positions (a) Mr. Eidenbenz & (b) Mr. Drysdale occupied in the management under license. I want papers by 9.30 tomorrow morning if possible.

ajl
12.7.18 7.30 pm

A copy of the license granted to the Basel Mission Industries (Basel Mission Trading Company) will be found on pages 37-39 of N° 302-304 of 26.2.15. This license provided that the concern shall be managed solely by one H. Eidenbenz. The license was amended in Nov 1915. The amendment provided that the concern shall be managed solely by

in the file above



in the file about (K)

pp 113-115 of (K)

by the said Mr. Eidenberg under the supervision of Mr. L. Drysdale or such other person as the local Govt. may appoint for the purpose of supervision - vide pp 24-26 of J.O. 1668 of 20-11-15.

In this go the remuneration of Mr. Drysdale was fixed by the Govt at the rate of Rs 750 p.m. By para 2 of this go the Govt entrusted the charge and supervision of the concern to Mr. Drysdale but directed that the actual work of manufacture would continue to be done by the present staff and Mr. Drysdale's responsibility would be limited mainly to the scrutiny of the finances of the business.

Thus Mr. Eidenberg is the actual manager of the concern but he ~~does~~ manages it under the supervision of Mr. Drysdale.

Se
13.7.19
S. Am

Cl
13.7.19

I submit that Capt Dore may be allowed to give Mr. Eidenberg power to manage the 'Industrial' for a period not exceeding 3 months subject to

L
 K

Continuation 1 & 4 of the document on p. 37, 38
 of EP 302/26.2.15 & subject to
 S.O. 1668 dat 20.11.15

age
 13.7.4
HM

Mr Eidenburg was detected making
 a remittance to an enemy subject.
 Suspicious correspondence on his
 part was also intercepted. Sir Harold
 Smart and Sir Alexander Corder told
 that he was not to be trusted (vide
 (K) G.O. No 1668, dated 20.11.15 pages 65, 72
 and 83 n.f.) Mr Dwydale's supervision
 was not limited entirely to the
 account. It was indeed at first
 ordered that Mr Eidenburg's licence
 should be cancelled, but this was
 modified mainly on the ground
 that the licence allowed for super-
 vision and that the superior
 available was on account.

If Captain Dore cannot get on
 without giving Mr Eidenburg a house
 attorney it should be limited as
 proposed by the Secretary above i.e.
 should among other things be subject
 to the supervision of Mr Dwydale

35 4
and must also be comprised in
doing such acts as are necessary
for the conduct of the manufacturing
side of the business.

8
13.7.19

Please find copy D.O. dated below
& type an office copy below has in
this page. Send find copy for use
to see today

copy
13.7.19

D.O.No.2533 W-1, dated 13-7-1919.

My dear Dove,

I am directed to refer to your proposal that
Mr. Eidenbenz should be given power by you to manage
on behalf of the Commonwealth Trust Co. the Basel
Mission Industrials in India during your absence from
India.

2. The Govt. do not regard this arrangement as
satisfactory but as at present advised are willing
to refrain from prohibiting it provided that the
Govt. of India do not order Mr. Eidenbenz's repatria-
tion meanwhile and provided that certain conditions
are complied with.

3. I am to enclose for your information a copy
of the license dated 8th February 1915 which was
originally granted to Mr. Eidenbenz, a copy of para:
2 of the license as amended by the Govt. of India on
5th November 1915 and a copy of G.O. 1668 Public
department

department dated 20-11-15.

4. The conditions on which the Govt. desire to insist if the management is made over to Mr.

Eidenbenz are -

(1) that conditions 1 and 4 of the license shall be complied with;

(2) that Mr. Eidenbenz shall be under the supervision of Mr. Drysdale or such other person as the Local Govt. may appoint for the purpose of supervision;

(3) that the terms of G.O. 1668 Public, dated 20-11-15 shall be complied with;

(4) that Mr. Eidenbenz's management shall be confined to doing such acts as are necessary for the conduct of the manufacturing side of the business;

(5) that the total period of Mr. Eidenbenz's management shall not exceed three months.

5. I am to ask you to submit for the previous approval of the Govt. the draft of any power of attorney which you propose to give to Mr. Eidenbenz. It must be clearly understood that approval of the power of attorney will in no way affect the discretion of the Govt. to order Mr. Eidenbenz's repatriation at any moment.

6. I am to add that the Govt. expect that you will use your best endeavours to shorten the period of Mr. Eidenbenz's management as far as possible and to place the management in British hands without delay.

Captain J. Dove.

A.Y.G.C.
13-7-19.

37
Basel Mission Trading Company

Please let me have by 9.30 am
tomorrow (Sunday) morning, the
file about Mr Eidenbenz & the
question of his repatriation & the
orders or files about repatriation of
German - Swiss - especially the
employees of the Basel Mission
Trading Company

are
12.7.19

To see

The file has gone to Madras
in circulation to the Honble Mr
Davidson ^{on 11.7.19}. It deals with the question
of repatriation of German Swiss.
Mr Eidenbenz ^(I understand) is a German Swiss.
And the question of his repatriation
also is said to be under consideration
in that file.

CU
15.7.19

I am sorry that the file is not
available but I think that the Secy of I.
would agree if the Madras Ent.
recommended that Eidenbenz should
be allowed to remain for a few

months.

38

1

April
12.7.4

pp 3-4 ante

I have noted in the question
of name of attorney in another
file.

I have also told Captain
Doe that if he wishes to retain
any of the German Swiss he had
better let us have full details
at once, if he doesn't want
to find that we have repatriated
them.

8

13.7.4

39
Revenue(Special) Department.

Copy of D.O. from Captain John Dove, Madras dated
4th August 1919.

In answer to your letter of the 13th July 19 I have
the honour to submit a draft power of attorney.

I have made it out ⁶and Eidenberg²² and Drysdale -
jointly so that both will have to concur in the acts
permitted under it. In this way the supervision of
the latter will be, I think, more effective and it
will not perhaps be necessary to incorporate speci-
fically condition 4 of your letter⁵ as it is diffi-
cult to draw a precise line and I am rather afraid
of giving Eidenberg²² an excuse for saying in the event
of any neglect that he was not empowered to deal with
a particular matter. I am doing my best to comply
with condition 6 of your letter. If you insist on
inserting condition 4 I will of course put it in but
I think that you will probably feel that the definite
reference to the license and the G.O. sufficiently
defines the sphere of each. Will you please excuse
the form of the letter and^{of} the draft. I feel it
important as I may be leaving India before very long
to ~~xxx~~ send it you before leaving tonight for Simla.

When the trustees sign their trust deed(Industrial)
which will happen in a very short time now I expect
the form of the draft would be altered to suit the
new condition. In Chamier's power to me there is a
mistake. In the second proviso the last words "of
the said company" should be "of the Commonwealth -
Trust" and perhaps you would kindly instruct him to
alter it as I am not ~~xx~~ the attorney of the Basel
Trading Company to which company the word "company"
according to the preamble always refers.

With very many thanks and more for your kindness
in keeping me posted and forwarding my telegrams and
all the other things you have done for me.

pp4-5 ante
pp8-11 ct

ps ante

A

B

ppio-uct

11

It is understood
that the original DO
and the enclosure was
sent up to 005 on 9.8.19.
Copy handed over to
today at about 1 pm

So
12.8.19

p 5 ante

Skewel.

Boy 31
Cn 13/8
Rss

P.S.- No specific reference is necessary in the power to the possibility of repatriation but I have provided for Drysdale continuing alone if Eidenbenz is incapacitated from carrying on. In the other contracts it is stated that they are subject to the possibility of repatriation and this is of course implied in this power which is moreover revocable at will.

Put up papers and a note please at an early date. After obtaining the H. M's orders if necessary on any question of principle, the draft should be scrutinised by the Govt. Solicitor.

A. Y. G. C.

9-8-19.

Please see D.O. to Captain Dove on pp 4-5 ante. For the reasons stated by Captain Dove at A on p.8 ante there seems to no necessity to insist upon condition 4 specifying the limit to which the supervision of Mr. Eidenbenz should extend. Draft power of Attorney forwarded by Captain Dove may be sent to the Govt. Solicitor for scrutiny as ordered by the Secretary. Draft memo to the Govt. Solicitor is submitted.

2. With reference to portion B on p.8 ante the Custodian of Enemy Property, Madras, may be asked to amend the Power of Attorney issued by him in favour of Captain Dove.

Draft memo is submitted.

So
12.8.19

are
13.8.19

H.M.

I do not know who drafted this power of attorney but it seems to me an extraordinarily slovenly piece of work.

2. We cannot allow Mr. Drysdale to take the second place throughout the power of attorney in the names of Mr. L. Drysdale and Mr. Hermann Eidenbenz.

3. The definition of the business which is transferred is very loose. The first reference is to 'the industrial business lately managed and carried on by the Basel Mission Trading Company'. As to that I may remark that that was not the registered name of the Company. We next have references to persons in the employ of 'the industrial business', then to 'the business company', then to 'the property and business', then to monies payable to 'the business', then to 'the business and undertaking', then we come to powers to lease buildings and land and so on. This looseness of expression is apt to give rise to much misconception.

4. Similarly as regards the definition of the company. The only company referred to is the Basel Mission Trading Company, but clause (2) refers to 'persons engaged by the company' and 'persons who shall hereafter be appointed as managers of factories' whose engagements have to be ratified by the company, apparently referring to some totally different company, since the Basel Mission Company has ceased to exist. In paragraph 8, we have reference to persons who have been engaged by the Commonwealth Trust limited, but the previous paragraphs give no power to the Trust to engage. In the same clause there is a reference to "any district or any industrial or mercantile establishment". What is intended by this reference to 'district' is quite obscure.

5. In clause 10 certain licences are referred to with no indication as to whom they were granted by. The definition should be much clearer.

Conf'd
SPL
not sent to Leg
Recd 7-15-19
14/8/19
ms

H2 11

6. I think, as the matter is so urgent, the office had better try to make sense of the document before they send it to the Govt. Solicitor.

8
14.8.19

The Sub. Sol^r. may be asked to use the term 'Company' in no sense only - in the Basel Mission Trading Company or whatever its registered name is.

The Commonwealth Trust Limited may be referred to as the 'Trust', I think. Has it not been so referred to in other documents?

What is the registered name of the Basel Mission Trading Company? If we don't know telegraph for the information - presumably Mr Drysdale or C.W. of Malabar can tell us.

|| H.M. apparently accepts the principles. The Sub. Sol^r. must make necessary verbal alterations to meet the points mentioned. H.M. & the O.M. should be consulted accordingly. We must get this off by next post to Madras.
all 16-8-19

(K)

Please see page 24 of fol^d 1668 of 20.11.19. In the license issued to Mr. Eidenberg the Basel Mission Trading Company is described

43

as the "Basel mission Industrials" which is apparently the registered name of the concern.

2. The documents relating to the Common Wealth Trust ^{Ltd} ~~Company~~ that are in this office are the following:-

p. 5. Flag. (X²)

(1) Memorandum and Articles of Association

(J)

(2) Draft Trust Deed between the Govt of State and the Common wealth Trust Company Ltd

(I³)

(3) Power of Attorney issued by the Common wealth Trust Company to Ltd. to Captain Dove.

pp 205-209
CF of the main file placed below.

(4) Power of Attorney issued by the Custodian of Enemy Property ⁱⁿ favour of Captain Dove.

It will be seen that in none of these that the Common wealth Trust Ltd has been referred to as the "Trust". It is submitted that the "Common wealth Trust Ltd" may be retained in the draft Power of Attorney now forwarded by Captain Dove. as the term "Company" is proposed to refer to Basel mission.

pp 8-11 CF
Trading Company.

3. Revised memo in accordance with H. M's orders is subd.

to 16.8.49

4. Please see telegram at p. 12 C. 7. Capt. Dove may be informed that this

o of portion marked
- in red chalk on
p. 11 anti

Draft

44

13

L power of attorney executed in
favour of messrs. Drysdale and
Erdinbenz has been approved
Subject to certain ~~slight~~ verbal
alterations. Draft telegram
Submitted.

CRS
Vberg.

P.
L.
1684

/me
all
16.8.19

(memo N° 3062 W-1 8 16.8.19)
(memo N° 3062 W-2 8 16-8-19)
(Telegram N° 25 8 16.8.19)

P. T. O

orig 8/17

HS 14
of Home Dept
S. S. 19

My dear Campbell
In the ^{joint} power of attorney to Baydale
v. Sidenberg I should have added
a power... if the Commonwealth Trust
should cable or send them authority
to give notice of termination
of engagement to employees.
This is needed when the time comes
for instance to give notice to
Tucker who will be on monthly
terms. This is only a purely
formal power.

CURRENT NO.
3094
PUBLIC (Minor)
Aug 18.8.19

I am
yours sincerely
John Doe

Reve SPT Dept

Draft memo is subd.

See
18.8.19
CRS
19.8.19

from
19.8.19

See that a reminder goes to
the G.S. on 26th if reply not
received.
19.8.19

With reference to portion B on p24
up in the file above, a draft memo to
the Govt Solicitor is subd.

See
23.8.19
CRS

from
23.8.19

46

15

Ct. No. 3258
 Rev. Spl. War
 Recd. 2884

44

AVA LODGE
 SIMLA

My dear Campbell 21.8.19

p 18 CF

Heckelman
 put up

I have to thank you for your letter saying that you approved of my power of attorney in substance but that your solicitors were putting it into legal form & also for Wabsworth's letter tonight saying that you had permitted Sprague to interview Heckelman. The interview may be of great use to the Commonwealth Trust & it adds very much to the debt of gratitude which I already feel to you & the Madras Government for all that has been done to help us to make a success of the undertaking.

The position with regard to the Draft
 of ^{transfer} which is now
 permitted by the Secretary of State
 subject to a condition permitting
 cancellation & reentry in the event of
 contingency mentioned is that I have
 sent from here a draft which
 is in the main an amalgamation of
 the deed of transfer & the deed
 of lease already approved by them
 to the Trustees. If as I
 anticipate they should approve
 of it, they will shortly send it
 on to the Government of Madras.
 If you should find it possible
 to send it to the Government
 of India ^{supposing that it meets with your approval} at an early
 date, it would enable me possibly
 to discuss any points with
 the Government here while their
 solicitor is here for the first few
 days of the session. Under the
 Trust Deed the approval of the
 Governor General in Council appears
 to be necessary under clause 4(1).

If I have misunderstood the procedure
I hope ^{that} you will excuse me & in
any case I feel it almost ungrateful
to ask for anything more -

It is only that there is just a
chance of being able to settle the
whole matter while I am here if
as seems likely my departure for
England is delayed over the
end of the month.

I am now in telegraphic
communication with the Board
in London & my plans
depend on a final telegram
which may reach me at
any moment.

in another file I wired to you on Sunday to
say that Capt Macmillan
formerly a professor of Mechanical
Engineering at Poona has been
appointed General Manager &
is to sail for India early
in September. A weaving
Expert for Mangalore, by name
GRUNDY, arrives on the 28th inst.

I have not yet heard when
the Tide experts start.
With many thanks once more

I am

Yours sincerely

John Dove

P.S. I shall also be very much
obliged if it proves possible to send
me the Power of attorney to
Eidenburg & Brysdale to sign as
I cannot in the event of my
departure for England being possible
immediately, sail until I have
signed it. If it is ready perhaps you
would send it to Bombay care of Cox & Co
or if a wire could be sent here when it
is despatched there it would help me not to miss
it.

This is not yet read.

50 19
P.S. ^{Cont.} I wired on the 20th asking if
in this Power of Attorney to Eidenbenz
& Daysdale a power to open accounts
& sign cheques could be included
I think that it is already there
under ^{one of} the general clauses but
possibly it is better to add a
specific clause so as to leave
no doubt in the minds of the
Bank & Daysdale writes asking for it.
Daysdale says that when a transfer
is made to him it will be necessary to
obtain a written authority from Government
for the Bank to transfer the balance & credit

51

(C. 3253)
Hb 21-26 C7

From the Govt Solicitor, madras 1389
3 28 8-9
Power of attorney by Capt: Dove ^{missp} to Eidenbenz + Dr. ...

The Govt Solicitor does not appear to have received our memo n° 3062W-4
3 26.8.19 at the time he sent this present letter. ~~Submitted for order~~. It is presumed that he will send us a further reply with reference to that memo. For orders whether the further reply may be awaited.

f 20 C.F

2. Please see page 16 anti. The Board of Trustees have not yet sent us the draft transfer deed as approved by them. Till that is received we cannot do anything. As Captain Dove himself will be in madras tomorrow, he will perhaps urge the Trustees to send up the draft transfer deed as early as possible to us.

3 The telegram which Captain Dove states he sent us on the 20th (p 19 anti) has not reached us. As he is coming to madras tomorrow, we may perhaps ask him to see the Govt Solicitor and have the particular clause he wishes to be put in his power of attorney, incorporated in the draft before the Govt Solicitor sends it to us. For Orders.

(from a telegram sent by him on 25.8.19 and then)

Yes + tele for Solicitor he is coming with ~~draft~~ recommendation certain minor alterations which may be tentatively incorporated in the draft
30.8.19

So
30.8.19 R2
30.8.19

52

Draft D.O. and memo are
submitted

Se
1.9.49
CRB
iqig

From
by
1.9.49

(memo # 2533 W-3 D 1-9-49)

(C. 3365)

From the Custodian of Enemy Property, Madras
P.O. 49 1-9-49

53 Capt. Don says that in
view of the fact that his new
joint manager will be here
in a few days we need
not worry about the power
of attorney. Tell the G. S. Clinton.

in
the 44

Draft submitted. After issue
the papers may be recorded.

CRS
26.9.9

from C.
P. 20.9.9

for 442 & 20.9.9

54

Rev. Spt. Dept.

For U.S.

Submitted for perusal.

The main file is in the Madras office
clerk Venkatarama Ayyar left
for Madras yesterday and will
attend office tomorrow at Madras.
A copy of the attached papers
has been retained in M.O. and
to be given to Venkatarama Ayyar
for action as directed by Secy at
page 2. This note will also be
sent by tomorrow's tappal to
Venkatarama Ayyar.

CRS

10.8.19.

We can do nothing here without Secy or H.M. or the file.
Send the following telegram to
Campbell, Adyar House, Madras.
Doves letter enclosing power attorney to
Eidenberg Drysdale. H.M. clerk and files
all in Madras. Presume necessary action
will be taken there.

Under resp.

h.
10.8.19

slip below].

803

(Verify action)

Verified
CRS
11/8

Done
11/8

Revised

Letter to Mr. ...

Revenue (Special) Department.

Copy of D.O. from Captain John Dove, Madras dated 4th August 1919.

In answer to your letter of the I have the honour to submit a draft power of attorney.

I have made it out ^{to} ~~and~~ Eidenberg⁷² and Drysdale jointly so that both will have to concur in the acts permitted under it. In this way the supervision of the latter will be, I think, more effective and it will not perhaps be necessary to incorporate specifically condition 4 of your letter⁷² as it is difficult to draw a precise line and I am rather afraid of giving Eidenberg⁷² an excuse for saying in the event of any neglect that he was not empowered to deal with a particular matter. I am doing my best to comply with condition 6 of your letter. If you insist on inserting condition 4 I will of course put it in but I think that you will probably feel that the definite reference to the license and the G.O. sufficiently defines the sphere of each. Will you please excuse the form of the letter and ^{of} the draft. I feel it important as I may be leaving India before very long to ~~xxx~~ send it you before leaving tonight for Simla.

When the trustees sign their trust deed (Industrial which will happen in a very short time now I expect the form of the draft would be altered to suit the new condition. In Chamier's power to me there is a mistake. In the second proviso the last words "of the said company" should be "of the Commonwealth - Trust" and perhaps you would kindly instruct him to alter it as I am not ~~xx~~ the attorney of the Basel Trading Company to which company the word "company" according to the preamble always refers.

With very many thanks and more for your kindness in keeping me posted and forwarding my telegrams and all the other things you have done for me.

P.S.

56 2

No specific reference is necessary in the -
power to the possibility of repatriation but I have
provided for Drysdale continuing alone if Eidenberg¹²
is incapacitated from carrying on. In the other
contracts it is stated that they are subject to the
possibility of repatriation and this is of course
implied in this power which is moreover revocable
at will.

Shewell

Inter taken & with phase at an early date.
After Attorney H.M., order if necessary, on any
question of principle, the Dept should be submitted
by the First Solicitor.

all
2.8-4

57 3
Power of Attorney.

To all to whom these presents shall come greeting:

Whereas Mr. D. Chamier the Custodian of Enemy Property in Madras by deed dated the 1st day of August 1919 appointed me John Dove of the Inner Temple London his attorney for him and in his name to do certain acts and things connected with the management and the carrying on of the business and industry lately managed and carried on by the Basel Mission Trading Company in India and now by order of the Governor-General in Council vested in the said Custodian in the said deed set forth and including the power to appoint substitutes and agents.

? Now know ye that by virtue of such power and by virtue of all other powers me herewith enabling I hereby subject to the limitations and restrictions set out below appoint Mr. Hermann Eidenbenz and Mr. L. Drysdale both of Calicut to be jointly my attorneys and agents for the under-mentioned purposes and to do and perform all or any of the acts matters and things hereinafter set forth in the same manner and as effectively as I might do them or any of them or as they the said Hermann Eidenbenz and L. Drysdale could have done them or any of them if they had in my stead received authority thereto in the said deed.

(1) To work manage and carry on the

4
above mentioned manufacturing and industrial business

(2) to appoint as managers of factories or to ~~in~~ other posts for the purpose of carrying on the said business such persons as may have been engaged by the company or as are already in the employ of the Industrial business or in case of necessity to engage other persons provided always that no such appointment shall without the ratification of the company be for a longer period than to the 30th Novr. 1919.

(3) To collect rents and other ~~monies~~ monies due in respect of the business company and to distrain for rents in arrear.

(4) To commence and prosecute and to ~~def~~ defend, compound and abandon all actions suits claims demands and proceedings in regard to the property and business in India or otherwise.

(5) To adjust settle compromise and submit to arbitration all accounts debts claims demands disputes and matters which may subsist or arise in respect of the said property and business

(6) To make or give receipts releases and other discharges for monies payable to the business and for any claims and demands in connection with the said business or property.

(7) To enter into make sign and do all such contracts agreements receipts payments assignments instruments and things as may in the opinion of the said Hermann Eidenbenz and the said L. Drysdale be necessary or expedient for the purpose of carrying on the business and undertaking in India.

58
(8) To empower any member of the staff who may have been or be engaged by the Commonwealth Trust Limited to perform the duties and acts or any of them contained in sections 3, 6 and 7 in respect of any district or any industrial or mercantile establishment until the expiration or termination of the power of attorney.

(9) To look after and manage the property lately owned by the Basel Mission Trading Company Limited and to lease buildings or land the use of which is not required for the purposes of the business and to represent me before the Registrar for this purpose.

(10) To do all other things as may seem necessary or expedient for the purpose of carrying on the said business and undertaking provided always that the powers hereby conferred are subject in all respects to the restrictions and conditions contained in the undermentioned documents which shall be deemed to be included in this deed

(a) Conditions (1) and (4) of the license dated the 8th February 1915 and ^{re}granted to the said Hermann Eidenbenz

(b) condition (2) of the license as amended by the Government of India on the 5th Novr. 1915

(c) all the conditions of G.O.1668 P. dated the 20th Novr. 1915.
Provided further that in the event of the said H. Eidenbenz being for any reason incapacitated from performing

6
the above mentioned functions or acting
as attorney the same may be performed
by Mr. L. Drysdale alone and provided -
lastly that this power of attorney shall
be revocable at will and shall in any case
terminate at midnight on the 30th November
1919..

Adm'n of Home dept
Dunelm
59
Mushar
4-8-19

Sir My dear Campbell

In answer to your letter of the
I have the honour to submit a draft
power of attorney.

I have made it out to Edw. Leung
& Drysdale jointly so that
both will have to concur in the
act permitted under it. In this
way the supervision of the
letter will be I think, more
effective & it will not
perhaps be necessary to incorporate
specifically Condition 4 of your
letter as it is difficult to draw a precise line
I am fully aware of giving Edw. Leung an equally
I am doing my best to comply
with Condition 6 of your letter.

If you insist on inserting Condition
4 I will of course put it in
but I think that you will probably
feel that the definite reference to the
license & the f.o. sufficiently
defines the sphere of each.
Will you please enclose the
form of the letter & of the
draft. I feel it important
as I may be leaving India
before the very long to send
it you before leaving tonight
for Simla.

When the Trustees sign their
Trust Deed (Industrial) which will
happen in a very short time
now I expect the form of the
draft will be altered to suit

i the want
of any neglect
that he was
not empowered
& dealt with
a particular
matter

At the same condition in Chamber's power
to me there is a mistake
in the second proviso the last
word "of the said Company"
should be "of the Common colli
Trust", perhaps you would
kindly instruct him to alter it
as I am not the attorney of
the Naval Trading Company
to which Company the word "Company"
according to the preamble always
refers

With very many thanks and
more for your kindness in
and keeping me posted &
forwarding my telegrams & all
the other things you have done
for me

I am
in very great haste
Yours sincerely

Whitwell

P.S. No specific reference is
necessary in the power to
the possibility of repudiation
but I have provided for
Myndah continuing shore
if Eidsberg is indisposed
from carrying on. In the other
contract it is stated that they are subject
to the possibility of repudiation
this is of course implied in this power

61

Power of Attorney

To all to whom these presents shall come
greeting:

Whereas Sir D. CHAMBER the Custodian
of Enemy property in Madras
by deed dated the 1st day of August
1919

appointed me John Dove of the
Inner Temple LONDON his
attorney for him and in his name
to do certain acts and things connected
with the management & the carrying
on of the business & industry lately
managed & carried on by the Basel
Mission Trading Company in India
& now by order of the Government of India vested in the said Custodian
to do them or any of them

as they the said Hermann Eidenberg
and A. D. Dugdale and have
done them or any of them if they
had in my stead received authority
therein in the said deed.

(1) To work manage and carry on
the ^{above mentioned} ~~business~~ manufacturing and
industrial business.

(2) to appoint ^{as} ~~workmen~~ ^{workmen} managers
of factories or to other posts for the
purpose of carrying on the said business
such persons as may have been
engaged by the company or in
care of necessity ^{or} other persons
provided always that no such appointment
shall without the ratification of the
Company be for a longer period than
to the 30th November 1919. ~~subject~~
to the above provisions

63

- 3 To Collect Rents and other monies due ^{in respect of the business} to the Company and to disburse for rents in Areas
4. To Commence and prosecute & defend
Compounds. Abandon all actions suits
Claims demands and proceedings in
respect of the property ^{& business or otherwise} of the Company
in India or otherwise
5. To adjust settle Compromise and submit
to arbitration all accounts debts Claims
demands dispute and matters which
may subsist or arise between in
respect of the said property and business
6. To make & give receipts releases &
other discharges for moneys payable
to the ~~Company~~ Business & for any
Claims and Demands in connection
with the ^{said} business or the property
7. To enter into make sign and do
all such contracts Agreements receipts
payments assignments instruments
and things as may in the Opinion
of the said Hermann Eschenberg & Co
^{said} Ld be necessary
or convenient expedient for the
purpose of carrying on the business
and undertaking in India

8. And to do all other things as may seem necessary or expedient for the purpose of carrying on the ^{said} business & undertaking in India

To appoint ~~and~~ ^{and} ~~from among~~ ^{from among} the persons ~~engaged~~ ^{engaged} by the Commonwealth Trust Limited

9. To empower any ~~person~~ ^{as be} member of the staff who may have been engaged by the Commonwealth Trust Limited to perform the duties & act as any of them contained in sections 3, 6 & 7 in respect of any district or any industrial or mercantile establishment until the expiration or termination of the power of attorney

10. Generally to act in relation to the said business and property

9. To look after & manage the property lately owned by the Patel Mission Trading Company Limited & to lease ~~bungalows~~ ^{any other} ~~other~~ building a land ^{not} required for the purposes of the business and to represent the same before the Registrar for this purpose

10. To do all other things as may seem necessary or expedient for the purpose of carrying on the said business & undertaking

Provided always that the powers hereby conferred are subject in all respects to the

65

Restrictions and Conditions contained in the
~~the~~ ~~undamented~~ documents which
shall be deemed to be included in the
said

- (a) Conditions (1) and (4) of the license
dated the 1st February 1905 ✓
granted to the said Hermann Eidenberg
- (b) ~~The conditions contained in G.O. 1668~~
~~Public dated the 20th Nov. 1915~~
- (c) Condition 2 of the license as
amended by the Government of India
on the 5th November 1915
- (C) All the conditions of G.O. 1668
Public dated the 20 November 1915

provided further that in the event of
the said H. Eidenberg being for any
reason incapacitated from ^{or acting as a} performing
the above mentioned functions, the
same may be performed by Mr
L. Drysdale alone and
provided lastly that this power
of attorney shall be revocable at
will and in any case terminable
at midnight on the 30 November
1919 ~~unless the Government of~~
~~India shall, at the end of~~ ~~the~~ ~~said~~
the said period by written notice
to the said H. Eidenberg and
L. Drysdale

66

What has been these?

X KF

POSTS & TELEGRAPHS.

16

NOTICE.

This form must accompany any inquiry made respecting this Telegram.

Charge to pay.		Office Stamp CATHEDRAL 11 AUG 19
Re.	As.	
Handed in at (Office of Origin).	Date.	Hour.
Minute.	Service Instructions.	Words.

TO
Campbell Albany nungambakam
ms C

Dove's letter enclosing power of attorney to Eidenberg Drysdale hon member clerk and files all in madras presume necessary action will be taken then = ~~underresp~~

N.B. - The name of the Sender, if telegraphed, is written after the text.
Kai Chand & Sons - 3410 - 5-9-18 - 2,65,000 Bks. (Edn. III).

= Underresp =

Submitted that the gos relating to this case are put up in the file relating to the repatriation of German Swiss missionaries. It has been ascertained that this file has just returned from H.M. and is on the Secy's table. It is requested that it may be sent into the office for taking action on the telegram.

This file was one of those already the Secy to be brought to his house. But it was retained in office for taking action

12.8.19
3 PM

(The linked file deals with the case mentioned in the telegram)
Separate

Then given for copying

When copied

When examined

When signed

191

REAR AGAIN G.O. No.
191

DATED

CURRENT No.

ENCLOSURE TO G. No.

ORDER OF GOVERNMENT

A A A A A A A

LETTER OF GOVERNMENT

STATEMENT WITH LINTO.

PAPERS NOT FILLED UP, BEING MEANT FOR DISPATCH
IN ORIGINAL.

N.B.—

A = Copy in full.

B = Not to be copied.

F = Copy abstract only.

Q = Copy heading only.