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EAST AFR PROT

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over 1000

702

Bellfield

1915

9th Sept.

Last previous Paper

4028/13

MAGAOI AGREEMENT
WATER SUPPLY

Copy of agreement concluded with the
Magaoi ~~on~~ ^{and} copy as to water supply from the Ngong
valley. Explains requirements of Magaoi provided for.
Regrets delay in reporting.

Brigadier

The terms have been agreed
see para 3 of the dict.

from my part

We can accept the amount
referred to in para 5 of the same
what is reasonable from each
subject to the small encashment
in the name of Engorgo
is objected - it is to the advantage
of the man that there will be
water in excess.

P.C.T.

H.J.R.

21/11/15

274

S. 3

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GOVERNMENT HOUSE

NAIROBI,

RECEIVED
BRITISH EAST AFRICA.

EAST AFRICA PROTECTORATE.

RECEIVED
September 30th, 1915.

sir,

I have the honour to report the completion in May last of an agreement between the Government and the Nagadi Soda Company providing for a water supply from certain springs and streams in the Ngong Hills and to attach a copy of the document itself.

2. The question was first raised in 1908, negotiations between Government and the Company have extended over a considerable period, as it has been necessary to give very careful attention to the possible requirements of the Company.

3. In full confidence on the subject

took

THE RIGHT HONOURABLE

ANDREW DONAR LAW, P.C., M.P.

SECRETARY OF STATE FOR THE COLONIES,

DOWNING STREET,

LONDON, S.W.

MS
Trans.
40283
17

took place between your predecessor and myself began with his despatch No. 465 of May 15th of this year and ending with my despatch No. 542 of October 31st 1914, in which I was able to report that all local differences had been satisfactorily arranged and that a definite settlement of the whole matter might be anticipated in due course.

4. The consideration of various points of detail has necessitated delay but the present agreement is the final result and it is evident from the attached copy of a letter from the District Commissioner, Ngong, that it makes ample provision for the needs of the Masai and is thoroughly appreciated by them, while at the same time it will be of the greatest benefit to the Company.

5. I very much regret that this satisfactory conclusion of a long outstanding question was not reported to you at the time and I can only ask your indulgence for the Secretariat, which, as I have mentioned elsewhere, ~~endeavouring~~ with a greatly depleted staff to deal with an ever-increasing mass of correspondence, including inter alia a large number of enquiries in connection with

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INCLOSURE No 1

Recd
Ref. No. 11

Lis. 29.726. Sept 30 1911

AN AGREEMENT made the Fifteenth day of March One thousand nine hundred and fifteen between HENRY CONWAY BEEFIELD KNIGHT COMMANDER OF THE MOST VIRTUOUS ORDER OF SAINT MICHAEL AND SAINT GEORGE AND THE GOVERNOR OF THE EAST AFRICA PROTECTORATE THEREIN AFTER called the Governor which term where the context so admits shall include the Governor for the time being administering the Government) of the one part and the MACADI SODA COMPANY LIMITED a Limited Liability Company having its registered office at Bishopgate London E.C. in England (hereinafter called "the Company") of the other part WHEREAS (A) By an Agreement (hereinafter called "the Principal Indenture") dated the 13th April 1911 and made between the Crown Agents for the Colonies acting for and on behalf of the Government of the one part and the Company (therein called "the Contractors") of the other part it was agreed (inter alia) that the Contractors should construct in the East Africa Protectorate a Railway (hereinafter called "the Railway") as therein defined (B) Both the Governor and the Company are desirous that a supply of water for the Railway should be obtained in the manner and subject as hereinafter provided from the streams known as Upper Streams situated in the Nguru hills in the district of Masailand in the Ukaraba Province of the East Africa Protectorate and that the surplus (if any) of the water so obtained after first satisfying the power requirements of the working of the railway should be available for the purposes of the Company's works as defined by clause forty-two of the Principal Indenture NOW IT IS HEREBY AGREED as follows:

1. Subject to the terms and provisions herein contained the Governor hereby grants to the Company the right to take water in the manner hereinafter mentioned from the said Upper Streams (the approximate position of which is shown on the plan hereto annexed) for the purposes of the Railway and (subject thereto) of the Company's works as defined by clause forty-two of the Principal Indenture during the continuance of the term of any lease or concession under which the Company is or may be entitled to work any Soda deposits or other materials or mineral substances from the lands known as Lake Magadi or any other lands held or to be held by the Company under the Government.
2. The Company may (subject as herein expressly provided) take water from the said streams at such intakes and in such manner as it shall think fit and the water so taken shall be conducted into a reservoir (hereinafter called the Upper Concentration Chamber) to be constructed approximately in the position shown on the said plan (which Upper Concentration Chamber may be constructed of such size and in such manner as the Company shall think expedient) and may convey the water from the Upper Concentration Chamber through pipes approximately in the line delineated on the said plan by a black dotted line to a reservoir (hereinafter called the Lower Concentration Chamber) to be constructed by the Company approximately in the position indicated on the said plan by a yellow circle SUCH Lower Concentration Chamber to be constructed by the Company substantially in accordance with a drawing thereof annexed hereto which has been approved by the Government.
3. The Company may lead the water from the Lower Concentration Chamber by means of a line of pipes to the Railway and along the course of the railway down to the

Company's works as defined as aforesaid ALL the water so taken from the Lower Concentration Chamber shall in the first instance be available for the proper requirements of working the Railway (but not for the purposes of working the main line or any other branch of the Uganda Railway) and proper conveniences for drawing off the water for such purposes shall be made where necessary or proper along the course of the Railway but so much (if any) of the water so taken from the Lower Concentration Chamber as shall not be properly required for the purposes of working the Railway shall be available for any of the purposes of the Company's works and may be taken and used by the Company accordingly for such purposes as the Company may think fit in connection with the said works provided that the persons corporation or authority by which the Railway shall for the time being be actually worked at all times have the first call on the said water for the proper purposes of working the Railway and that only the surplus water (if any) remaining after providing for such purposes of the Railway shall be available for the purposes of the Company's works.

4. The Company shall also have the right to take water from the said streams and construct reservoirs in the vicinity of the intakes marked Cl, G1, and H, delineated in yellow on the said plan PROVIDED ALWAYS that any water obtained under the provisions of this Clause shall only be used in case of insufficiency of the supply obtained under the provisions of Clause 1 and provided also that the Kesserian River in the vicinity of the said intake Cl shall only be tapped in the event of the other streams failing to provide a sufficient supply.

5. The Company shall be entitled to fence in the Banks of the streams on which intakes F, G1, and H are situate above the said reservoirs.
6. The Company shall erect to the satisfaction of the Governor at a point below the Lower Concentration Chamber to be indicated by the Governor or such officer as he may appoint a meter for registering the quantity of water taken from the streams in the Ngong Hills.
7. The Company shall erect nine Cattle troughs each measuring 50 feet in length 8 feet in width and 2 feet 6 inches in depth and of the design shewn on the plan annexed which has already been approved by the Governor.

The said troughs shall be erected at the following points namely:-

Three troughs below the Lower Concentration Chamber.

One trough below each of the reservoirs to be constructed in the vicinity of intakes CK, G1, and H.

Two troughs on Stream Number Nine shown in the said plan at points to be indicated at proper levels by the Governor or such officer as he may appoint.

The Company shall construct the first seven troughs abovementioned in such a manner as to provide that the troughs shall automatically have first call on all water passing through their respective reservoirs.

8. The Company will upon request of the Governor provide

provide additional Cattle troughs not exceeding five in all at such place or places as the Governor shall indicate on the Ngong stream and of the same dimensions as those mentioned in the last preceding paragraph hereof.

9. No place for the trough is to be indicated by the Governor unless the trough when constructed in such place can be conveniently supplied by gravitation and without any pumping.

10. The Company undertakes not to take water from any streams on which weirs A,B,J,L, 15 and 16 delineated in green on the said plan are indicated.

11. The Governor hereby reserves to the Masai Tribe the right to water their flocks and herds on the Kaserian River above the point which the reservoir referred to in Clause four is to be constructed and also reserves to himself the right to take such water from all or any of the said streams as may from time to time be required for the purposes of the Government Station situated at N'gong.

12. The Governor hereby agrees with the Company that the Masai Tribe shall not be allowed to take any water from the Upper Concentration Chamber or from any of the streams supplying the said except in the event of no other convenient and sufficient water supply being available to fulfil the necessary requirements of the said Tribe.

13. The Company shall maintain and keep in a proper state of repair the works of the water works and things by this Agreement authorised or required to be constructed and made to a point immediately above the storage tanks at or near mile twenty two and a half on the Magadi Railway. The Railway shall maintain and renew when

necessary both the aforesaid tanks and the meter below the aforesaid tanks constructed by and at the cost of the Company and the cost of such maintenance and renewal of both the aforesaid tanks and meter shall be borne in equal share by the Company and the Railway. The Railway said tanks and renew when necessary the pipe line from the aforesaid tanks to the said meter and from the said meter to mile, seventy five on the Nagadi Railway at its own cost. The Railway shall further at its own cost maintain and renew when necessary the pipe line of one and a half miles or thereabouts from the Hill Spring to Nagadi Junction. The Company shall maintain and renew when necessary the pipe line from Mile Seventy-five on the Nagadi Railway to Nagadi Lake for so long as such line is necessary for the purposes of the company.

14. Nothing shall at any time be done or omitted or permitted whereby or in consequence whereof the capacity of the works constructed hereunder shall be diminished or whereby the amount of surplus water which might otherwise be available for the Company's works after first satisfying the purposes of the Railway may be lessened but the said works and things constructed hereunder shall at all times continue to be maintained so as to take from the said streams the full amount of water which according to their original construction they shall be capable of taking to the intent that subject only to the first call on the said water for the proper purposes of working the Railway any surplus water taken from the said streams by means of the said works and things hereby authorized to the full extent of

-7-

of the original capacity thereof shall be available
for the purposes of the Company's works.

IN WITNESS the hands of the parties hereto:-

Witness to the Signature of }
the Governor. } Sd/- H. Conway Balfield,

Sd/- D.W.Brett.

Private Secretary.

Witness to the Signature of } Sd/- Guy Symonds,
the Company. } General Manager

H.E.A.Works.

Sd/- H.A.Young. The Nagadi Soda Company Ltd
Asst. Attorney General.

INCLOSURE ^{No.2}

In Despatch No. 722 of Sept 30th 1915

P.

In reply please quote
M.R.No.5/15 and date.

Copy to the Officer-in-charge, Masai Reserve, Engare Narok, and Asst. District Commissioner in charge Ngong.

District Commissioner's Office
Ngong,
3rd March 1915.

Sir,

Ref: Water Troughs Ngong Hills under Construction by Magadi Authorities.

In accordance with your instructions I to-day visited the water troughs situated on the Ngong Hills and have the honour to report as follows:-

1. Mr. Sikes, the Engineer in charge of the Water Works, took me round the troughs and watering places and Engaroya, headman of the Masai, and other Masai were present during the inspection.

2. I saw all the troughs which were situated at the following places.

(a) The Gesarian River - 1 trough

(b) The main concentration Chamber - 3 troughs

(c) At

The Hon. Chief Secretary,

Nairobi.

(c) At the Stream "C" - 1 trough

(d) At the stream "G" - 1 trough

(e) At the stream "H" - 1 trough

In all nearly 12 troughs of different sizes have been completed. Those situated at (a), (c), (d), (e) being in working order. The three troughs near (b) the Rain Concentration Chamber are not yet connected to the chamber as this work is not yet completed - but it is expected that they will be so connected about the end of March 1915. Mr. Sikes has, however, temporarily fed these troughs from the Gesaritan River.

There remains a certain amount of pitching work to be done around all the troughs so that the cattle may water without treading and making a morass in their vicinity and this work will be completed about the end of March.

5. The Basai were visibly impressed with the fine troughs which have been constructed ~~from~~ and with the obvious prospect the question of the connecting the scarp to the troughs that the Basai ~~were~~ ~~not~~ call on the scarp. This was also observed in the case of the rain concentration chamber. The position of the line connecting the chamber to the three troughs near b, and Engansva expressed himself as highly pleased.

There

There can be no doubt that the Masai are very fortunate indeed and are the possessors of a very fine series of water troughs.

4. The watering places at Arusha N.W. are not completed but sites have been chosen - on my representations Mr.Sikes agreed to change the site of the upper watering place to a point some 50-60 yards further up stream.

5. Mr.Sikes raised the point about the site for a water inspector's house near the main concentration chamber - this was referred to Headman Engaroya who asked what site Mr.Sikes would like the house to occupy - Mr.Sikes replied the present site occupied by a Mr.Nicholson's house and Engaroya agreed to this though reminded by me of the objections made by the Masai some time ago when it was thought that the houses might be a permanent encampment.

Engaroya was informed that a European Water Inspector and four or five natives would in the future be the total number of inhabitants at the encampment - Engaroya raised no objections and I informed Mr.Sikes he might consider that the site would be approved.

6. In conclusion I am much indebted to Mr.Sikes for taking me round the places I wished to inspect.

I have the honour to be,

Sir,
Your obedient servant,

sd. E.D.BROWNE

District Commissioner.

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EAST AFRICA PROTECTORATE.

No. 722.

September 30th, 1915.

SIR.

I have the honour to report the completion in May last of an agreement between the Government and the Nyagadi Soda Company providing for a water supply from certain springs and streams in the Ngong hills and to attach a copy of the agreement. If.

2. The question was first raised in 1911 and negotiations between Government and the Company have extended over a considerable period, as it has been necessary to give very careful attention to the possible requirements of the Basal.

3. In 1913 correspondence was opened

with

THE RIGHT HONOURABLE

ANDREW LONAN LAW, P.C., M.P.,

SECRETARY OF STATE FOR THE COLONIES,

DOWNING STREET,

LONDON, S. W.

took place between your predecessor and myself beginning with his despatch No. 365 of May 18th of that year and ending with my despatch No. 366 of October 31st idem, in which I was able to report that all local differences had been satisfactorily arranged ^{for} and a definite settlement of the whole matter might be anticipated in due course.

4. The consideration of various points of detail has necessitated delay but the present agreement is the final result and it is evident from the attached copy of a letter from the District Commissioner, Ngong, that it makes ample provision for the needs of the Masai and is thoroughly appreciated by them, while at the same time it will be of the greatest benefit to the Company.

5. I very much regret that this satisfactory conclusion of a long outstanding question was not reported by you at the time and I can only ask your indulgence for the Secretariat, which, as I have mentioned elsewhere, is endeavouring with a greatly depleted staff to deal with an ever-increasing mass of correspondence, including letters from a large number of enquiries in connection

with military matters of an urgent nature.

I have the honour to be,

Your humble, obedient servant,

W/ R. BURNS

GOVERNOR.

INCL OSURE No.

722. Sept 30th 1915

AN AGREEMENT made the Fifteenth day of March One thousand nine hundred and fifteen BETWEEN HENRY CONWAY BELFIELD, KNIGHT COMMANDER OF THE MOST DISTINGUISHED ORDER OF SAINT MICHAEL AND SAINT GEORGE HIS EXCELLENCY THE GOVERNOR OF THE EAST AFRICA PROTECTORATE (hereinafter called the Governor which term where the context so admits shall include the Governor for the time being administering the Government) of the one part and THE MAGADI SODA COMPANY LIMITED a Limited Liability Company having its registered office at Bishopsgate London E.C. 4 England (hereinafter called "the Company") of the other part WHEREAS (A) By an Agreement (hereinafter called "the Principal Indenture") dated the 18th April 1911 and made between the Crown Agents for the Colonies acting for and on behalf of the Government of the one part and the Company (therein called "the Contractors") of the other part it was agreed (inter alia) that the Contractors should construct in the East Africa Protectorate a Railway (hereinafter called "the Railway") as therein defined (B). Both the Governor and the Company are desirous that a supply of water for the Railway should be obtained in the manner and subject as hereinafter provided from the streams known as Upper Struma situated in the Kagera River in the District of Masailand in the Uganda Province of the East Africa Protectorate and that the supplies (if any) of the water so obtained after first satisfying the present requirements of the working of the Railway should be available for the purposes of the Company's works as defined by clause twenty-nine of the Principal Indenture ~~and it is further agreed as follows:-~~

1. Subject to the terms and provisions herein contained the Governor hereby grants to the Company the right to take water in the manner hereinafter mentioned from the said Upper Stream (the approximate position of which is shown on the plan hereto annexed) for the purposes of the Railway and (subject thereto) of the Company's works as defined by clause forty-two of the Principal Indenture during the continuance of the term of any lease or concession under which the Company is or may be entitled to work any Soda deposits or other materials or mineral substances from the lands known as Lake Magadi or any other lands held or to be held by the Company under the Government.

2. The Company may (subject as herein expressly provided) take water from the said streams at such intakes and in such manner as it shall think fit and the water so taken shall be conducted into a reservoir (hereinafter called the Upper Concentration Chamber) to be constructed approximately in the position shown on the said plan (which Upper Concentration Chamber may be constructed of such size and in such manner as the Company shall think expedient) and may convey the same from the Upper Concentration Chamber through pipes approximately in the line delineated on the said plan by a black dotted line to a reservoir (hereinafter called the Lower Concentration Chamber) to be constructed by the Company approximately in the position indicated on the said plan by a yellow circle such Lower Concentration Chamber to be constructed by the Company substantially in accordance with a drawing hereto annexed hereto which has been approved by the Government.

3. The Company may lead the water from the Lower Concentration Chamber by means of a line of pipes to the Railway and along the course of the railway down to the

Company's works as defined as aforesaid ALL the water so taken from the Lower Concentration Chamber shall in the first instance be available for the proper requirements of working the Railway (but not for the purpose of working the main line or any other branch of the Uganda Railway) and proper conveniences for drawing off the water for such purposes shall be made where necessary or proper along the course of the Railway but as much (if any) of the water so taken from the Lower Concentration chamber as shall not be properly required for the purposes of working the Railway shall be available for any of the purposes of the Company's works and may be taken and used by the Company accordingly for such purposes as the Company may think fit in connection with the said works provided that the persons corporation or authority by which the Railway shall for the time being be actually worked ^{shall} at all times have the first call on the said water for the proper purposes of working the Railway and that only the surplus water (if any) remaining after providing for such purposes of the Railway shall be available for the purposes of the Company's works.

4. The Company shall also have the right to draw water from the said streams and constructed reservoirs in the vicinity of the intakes marked Cl, Cl, and H delineated in yellow on the said plan PROVIDED ALWAYS that any water obtained under the provisions of this Clause shall only be used in case of insufficiency of the supply obtained under the provisions of Clause 1 and provided also that the Mweru River in the vicinity of the said intake Cl shall only be tapped in the event of the other streams failing to provide a sufficient supply.

5. The Company shall be entitled to fence in the Banks of the streams on which intakes F, G1, and H are situate above the said reservoirs.

6. The Company shall erect to the satisfaction of the Governor at a point below the Lower Concentration Chamber to be indicated by the Governor or such officer as he may appoint a meter for registering the quantity of water taken from the streams in the Ngong Hills.

7. The Company shall erect nine cattle troughs each measuring 50 feet in length 3 feet in width and 2 feet 6 inches in depth and of the design shown on the plan annexed which has already been approved by the Governor.

The said troughs shall be erected at the following points namely:-

Three troughs below the Lower Concentration Chamber.

One trough below each of the reservoirs to be constructed in the vicinity of intakes G1, G1, and H.

Two troughs on Stream Number Nine shown in the said plan at points to be indicated at proper levels by the Governor or such officer as he may appoint.

The Company shall construct the first seven troughs abovementioned in such a manner as to provide that the troughs shall automatically have first call on all water passing through the respective reservoirs.

8. The Company will upon request of the Governor provide

-1-

provide additional Cattle troughs not exceeding five in all at such place or places as the Governor shall indicate on the Ngong stream one of the same dimensions as those mentioned in the last preceding paragraph hereof.

9. No place for the trough is to be indicated by the Governor unless the trough when constructed in such place can be conveniently supplied by gravitation and without any pumping.

10. The Company undertakes not to take water from any stream on which miles A, B, J, L, 15 and 16 delineated in green on the said plan are indicated.

11. The Governor hereby reserves to the Kasei Tribe the right to water their flocks and herds on the Kaserian River above the point which the reservoir referred to in Clause four is to be constructed and also reserves to himself the right to take such water from all or any of the said streams as may from time to time be required for the purposes of the Government Station situated at Ngong.

12. The Governor hereby agrees with the Company that the Kasei Tribe shall not be allowed to take any water from the Upper Concreted Chamber or from any of the streams originating the same except in the event of no other convenient and sufficient water supply being available to fulfil the necessary requirements of the said Tribe.

13. The Company shall maintain and keep in a proper state of repair the tanks of the water works and things by this agreement authorized or required to be constructed and made to a point immediately above the storage tanks at or near mile twenty two and a half on the Magadi Railway. The Railway shall maintain and renew when

necessary both the aforesaid tanks and the meter below the aforesaid tanks constructed by and at the cost of the Company and the cost of such maintenance and removal of both the aforesaid tanks and meter shall be borne in equal shares by the Company and the Railway. The Railway shall maintain and renew when necessary the pipe line from the aforesaid tanks to the salt meter and from the said meter to mile seventy-five on the Nagadi Railway at its own cost. The Railway shall further at its own cost maintain and renew when necessary the pipe line of six and a half miles or thereabouts from the Hill Spring to Nagadi Junction. The Company shall maintain and renew when necessary the pipe line from Mile Seventy-five on the Nagadi Railway to Nagadi lake for so long as such line is necessary for the purposes of the Company.

14. Nothing shall at any time be done or omitted or permitted whereby or in consequence whereof the capacity of the works constructed hereunder shall be diminished or whereby the amount of surplus water which might otherwise be available for the Company's works after first satisfying the purposes of the Railway may be lessened but the said works and things constructed hereunder shall at all times continue to be maintained so as to take from the said streams the full amount of water which according to their original construction they shall be capable of taking to the intent that subject only to the first call on the said water for the proper functions of working the Railway any surplus water taken from the said streams by means of the said works shall be immediately authorized to be full used.

-7-

of the original capacity thereof shall be available
for the purposes of the Company's works.

IN WITNESS the hands of the parties hereto:-

Witness to the Signature of
the Governor.

Sd/- H. Colman Balfield.

Sd/- F.W.Brett.

Private Secretary.

Witness to the Signature of Sd/- Guy Symonds.
the Governor.

General Manager

B.E.A.Works.

Sd/- H.A.Young.

The Magadi Soda Company Ltd

Asst. Attorney General.

ENCLOSURE No.2

To Date 10/10/1915 at 722 of Sept 3, 1915.

P.

Copy to the Officer-in-charge, Masai Reserve, Engare Narok, and Asst. District Commissioner in charge Ngong.

In reply please quote
M.R.No.5/15 and date.

206
District Commissioner's Office,
Ngong,
3rd March 1915.

SIR,

Ref: Water Troughs Ngong Hills under Construction by Magadi Authorities.

In accordance with your instructions I to-day visited the water troughs situated on the Ngong Hills and have the honour to report as follows:-

1. Mr. Sikes, the Engineer in charge of the Water Works, took me round the troughs and watering places and Engaroya, headman of the Masai, and other Masai were present during the inspection.

2. I saw all the troughs which are situated at the following places:-

(a) The Geberian River - 1 trough

(b) The Main Concentration Chamber - 3 troughs

(B.N.A.B.)

To Hon. Chief Secretary,

Nairobi.

- (c) At the Stream "P" - 1 trough
- (d) At the Stream "Q" - 1 trough
- (e) At the Stream "R" - 1 trough

In all seven by the terms of agreement. The troughs themselves are completed. Those situated at (a), (b), (d), (e) being in working order. The three troughs near (b) the Main Concentration Chamber are not yet connected to the chamber as this work is not yet completed - but it is expected that they will be so connected about the end of March 1915. Sikes has, however, temporarily fed these troughs from the Gesserian River.

There remains a certain amount of pitching work to be done around all the troughs so that the cattle may water without treading and making a morass in their vicinity and this work will be completed about the end of March.

3. The Masai were visibly impressed with the fine troughs which have been constructed for them and with the obvious proofs by the position of the pipe from the well to the troughs that the Masai have first call on all the water. This was also obvious in the case of the Main concentration chamber by the position of the pipe connecting the chamber and the three troughs near by and Engareya expressed himself as highly pleased.

There can be no doubt that the Masai are very fortunate indeed and are the possessors of a very fine series of water troughs.

4. The watering places on stream Nole, are not completed but sites have been chosen, on representations Mr.Sikes agreed to change the site of the upper watering place to a point some 50-60 yards further up stream.

5. Mr.Sikes raised the point about the site for a water inspector's house near the Main concentration chamber - this was referred to Headman Engaroya who asked what site Mr.Sikes would like the house to occupy - Mr.Sikes replied the present site occupied by a Mr.Nicholson's house and Engaroya agreed to this though reminded by me of the objections made by the Masai some time ago when it was thought that the houses might be a permanent encampment.

Engaroya was informed that a European Water Inspector and four or five natives would in the future be the total number of inhabitants at the encampment - Engaroya raised no objections and I informed Mr.Sikes he might consider that the site would be approved.

6. In conclusion I am much indebted to Mr.Sikes for taking me round the places I wished to inspect.

I have the honor to be,
SIR,
Your obedient servant,

ED. E.D.BROWNE

District Commissioner.