

1928

Kenya

No. *15268*

CLOSED
UNTIL

~~15268~~
C0533/378/15268/28

SUBJECT

Kilindini Harbour

*Construction of additional Deep
Water Quay*

Previous

x 10203/27

Subsequent

15579/29

Copy of No. 1
dated on
X 15170/28
(Boat (sic) Pier)

1. Gov. Gugg. Tel
15 June 28
Proposes that motion should be moved in Leg. Sel. 2
that loan of £668,000 be raised for additional deep
water quay at Gibraltar, and oil quay at Gibraltar
£65,000. Unless contrary is heard with previous
concurrence and assent for motion to be moved on
Thursday next.

See para 2 of C.O. No. 11(2)
(No. 18 in X 10263/27) - a letter 67 of
report on 17 June 28
at your request I have this
tel. over to Sir G. Schuster
to see

The concerns in off.
reply is now submitted.

Acc. Fairman
19 June 28

W.S. 19.6.28
etc.

W.S.

To Gov. Tel. 19 June 28

Gov. Gugg. 314
15 June 1928
States as to proposals for extension of deep water
quay, construction of an oil jetty, completion of
additional quay space, and construction of grain
elevator.

This despatch is dated four days earlier
than the Secretary of State's telegram of the
19th June (No. 2) asking for (a) an analysis of
extra railway earnings; (b) a report on working of
existing berths and double storey sheds and
advantages derived therefrom. The despatch
therefore, does not cover these points, and there is

(No. 29 in
X18006/28)

the further difficulty that the Treasury, whose
 concurrence ^{is} ~~for~~ ^{add} the ~~further~~ expenditure now proposed
 will have to be obtained, suggested at the end of
 para. 5 of their letter of 20th April that the
 programme of loan works should be slowed down during
 1928, and that no new commitment of any magnitude
 should be undertaken until satisfactory arrangements
 have been made for financing existing liabilities.
 Further, in para. 6 of the same letter the Treasury
 included additional berths at Kilindini among the
 works to be slowed down. That letter was referred
 to the Governor in the S. of S.'s despatch of the
 17th ~~of~~ ~~the~~ ~~month~~ and no reply has yet been received,
 although in the telegram in No. 1 of this file the
 Governor stated that he was replying fully.

(X.15006/28)

This proposition is not a matter for the
 Guaranteed Loan Committee, but it was at Sir George
 Schuster's suggestion that the Governor was asked for
 the further information referred to in the S. of S.'s
 telegram of the 19th June.

In the circumstances, it seems hopeless
 to approach the Treasury at the moment, so
 in the first instance, telegraph as in the draft
 herewith.

J. G. Schuster

23/7/28

Sir G. Schuster

The two enquiries at the end of
 our file of 19 June were
 included at your suggestion
 There seems no hope whatever

** But in considering
 if the Treasury will have
 regard to the general
 financial position of
 the Railways & Port
 Admin. about which they
 are having difficulties
 in connection with the
 Kampala extension
 J.M.P.*

of obtaining Treasury
circumstances at the moment;
they are, as you know,
meeting much difficulty
over Kenya Uganda railway
finance. The Government
"thinks" that if the contract
for No. 10's health is placed
before September, the
price wd. be reduced below
the present figure of £603,000
but I am sure that in
their present mood, the
"thoughts of hope" wd.
not influence the Treasury.

Do you agree, please,
that we shd. telegraph
in it? All particulars
L.S. 7. 28

I would be taking a heavy responsibility to them down, but
my strong recommendation has passed by the former the former
however, I shall be glad to see a more detailed analysis
of the actual traffic and the development of agriculture in the
district in order that estimates of future revenues are based;
this and I think this information ought to be obtained of
months. But we intend to do this. I mean
how long you are intending to let yourself manage
some of your business affairs remain. The
Council of the Treasury & the other departments, especially
as well as the Department of the Colonies, the
subject is concerned, but it is not of value to them
not to keep with the traffic requirements of the country
they are not prepared to let anyone else have letters
sent to them it would be the right policy to complete the
bill to them to show the and what you. For a bit
for a bit with the former however.

J. Williams?
28/7

In a letter
I explained, when I telegraphed
about this, that it was by
his means our wish to
meet difficulties over the
Emergency. We realize
well enough its importance
& the reasonableness of the
proposals. The difficulty
which we all feel is
in putting the proposals in
the Treasury before we could
obtain the Government's
considered views on their
letter of 26 April in which
they suggested a raising of
of loan works in Kenya
including the very project.
But we can quite well
get an urgent letter in
if the Treasury will agree
off-hand, so much the
better.

Do you agree, please,
with this? The
The off. had previously form
up has been revised, it
concerns to meet the
change in prices
All particulars
L.S. 7. 28

4. To Treasurer (w copy 3/1/28) }
 5. To Comptroller (w copy 3/1/28) }
 6. To Gov. Tel. Com. 3 Aug 1928

3 AUG 1928

7. Governor's Deputy. 407. 16 July 1928.
 Particulars of traffic earnings are set out in kw. 3. funds extract from report by Port Manager on deepwater quay and transit sheds, copy motion passed in Leg. Ctl. approving the raising of loan for £668,000, with copy of proceedings.

I have spoken to Mr. Robinson who agrees that the need not go to the Treas - at any rate at present. It does not answer all the points in the let of 19 June. Puty
 HMK

8. Mrs. Waterfield (Treas) 50. 13 August 1928
 (Development of Kilmindin Port) letter from Mr. Waterfield attached. Discussed today at Treasury (Mr. Allen not present) & we were told that in view of let of 13 Aug., of which I gave Mr. Waterfield a copy, & after discussion of the various points raised in his letter, ~~the~~ Treas. was unable to agree now to the Kilmindin proposal.

Wait for Treas. letter
 A.C.P.
 14.8.28
 A.C.P.

9. Governor Kenya Telegram Kintaba 13 Aug 28
 Absolutely necessary that £668,000 for additional deep water berths and oil jetty at Kilmindin be authorized immediately, otherwise costs will be considerably increased.

Original reqd. 15006/28 (Loan)

10. Treasury 17 August 1928
 Will raise no further objection to the proposed wharf and oil jetty being put on hand forthwith at estimated cost of £668,000 (to be reduced as far as possible by negotiation with the contractor).

As discussed with Mr. Mitchell & Mr. Shiller the proposal of the plans to submit to the Comptroller & a draft let & a draft letter to the C.A. as agreed at the discussion.
 A.C.P.

11. The passed note by Comptroller of the Treasury 17.8.28
 A.C.P.

12. To Gov. Tel. - 17 Aug 28
 13. To Com. (copy 3 + 11) 18 Aug 1928

For the off. Kilmindin
 A.C.P.
 24.8.28
 I have seen Mr. G. Schiller who has approved the plan & the fact that the paper was approved.

To Gov. Com (2) - Continued 11 - 27 AUG 1928
(copy 4 - 10 1/2 - Cons)

14. To Secy of War (w/ copy 11/2/28) - 1/25 - AUG 1928

Seem to meet provision that
the Niagara State Company does
have at least been taken in
mind. Oct. 12, 28

1570

The Rec
? now remind b.a.
of No. 12
wait 10 days 4/10/28

15. b.a. 4 Oct 28

(enclos. copy from consulting engineers
recommending acceptance of previous Pauling
plan tender to construct the additional work
at a total cost of \$452,090.)

The estimated cost for the
roof, additional gable construction
(based on cost for better nos
3 one) was \$603,000
inclusive of \$125,000 for
double-story shed. L. \$220,000
for water & drainage clearing.
The period of construction
Pauling are prepared to
contract for this work at

a total cost of \$452,090
inclusive of contingencies,
and this figure represents
an all-round reduction of
about 27% as compared
with other present contract
rates.

Apr 28 Remitt. for contract
All Pauling

As previous correspondence in this matter has
been with the Governor, not the
we did continue to correspond
with the Governor on this subject.

The Rec & Key property.
Oct 5 10

16 To Gov. Til. Com - 5 X 28

DESTROYED UNDER STATUTE (15 copies: w/ copy 16) 6 OCT 1928

The Pauling agrees that a
committee be set up to
sub. off to herewith

W Allen
20/10 at once

DESTROYED UNDER STATUTE
20/10/28

19 P.T.O.

19. Governor Telegram 25 Oct. 1928
Pauling's tender may be accepted - exclusive
of railway track and fittings as this
matter is being considered further. (1)

W. H. Mitchell

This was discussed today with
W. Spiller & W. Mitchell.
D.P. dit. accounts for extension
as arranged at that
discussion.

W. H. Mitchell
26.10.28

20 Tel. to Gov. Kya (no. 19 and 20) 26 Oct. 1928

1 To ca. 29 Oct/28 d.p.c.
with copies 19 & 20 }
W.A.

22. Governor Telegram 29 Oct. 28

Intention was that Kemp should have option
of accepting Pauling's tender inclusive of or
exclusive of railway connection provided so far as
letter is concerned a decision was given within
three months - is advised that tender has accepted.

I have told Col Carmichael

that the tel. to him
I return off 5 Oct - Para 3
added as last time has forced
P.D. copies etc.
C.P.

And copies of the contract with
the C.A. (u. No. 12, 15 & present off?)
has got to the Gov (short off?).

This has been
done S.P.
S.P.

Recalculate to note saving in
Contract on loan papers.

W. H. Mitchell
23/10/28

23. To C.A. (u. copy 22) 25 OCT 1928

24. To Gov Conf (2) (22 and 1) (u. C. 12, 15 & 23) 25 Nov 28

W.A.

25. CROWN AGENTS. 22 NOVEMBER, 1928

Trs. Copy letter from Messrs. Gode, Wilson,
Mitchell and Vaughan-Lee regarding their remuneration
for services in connection with the second extension
of the Quay Wall, and requests authority to accept
the terms.

26. CROWN AGENTS. 22 NOVEMBER, 1928.

Trs. copy contract concluded with Messrs. Pauling
& C. LTD. for the construction of the second
extension of the Quay Wall at Kilindini.

25 See 8400/16 as to the
class in respect of the first
extension. Bertha 3 mt.
authorize C.A. to accept
& get work done to the 14 24.

26 See worked papers on
para 3, 6 & 7. 2 mt.
W. H. Mitchell 24/10/28

(Notes copied
in no 5 of
u. C. 12, 15 & 23)

W. Allen

It seems reasonable that the 3 1/2% in the cost of the undertaking was the agreed rate in the previous case. On 24,000 lbs. for that was added without ref. to the Col. Govt. But is this really the kind of matter which, esp. as it is an urgent, C.O. ought to settle without ref. to the Col. Govt? Have we doubt that the Col. Govt. will accept C.A. recommendation in the matter; but the Q. is rather one of principle.

all Parkhurst
22.11.27

This seems to have missed fire owing to the papers being required for the loan correspondence. In dealing with 84/06/26 and this paper I have not regarded the matter as one of principle in view of the fact that the rate of charge proposed simply followed the rate previously paid in respect of exactly similar work. I have also in mind the fact that in the absence of any indication to the contrary, the charges proposed would not represent any increase on normal charges; and that if the Colonial Government makes use of the services of Consulting Engineers, it is not really in a position to dictate as to the charges to be paid. I have consulted Mr. Spiller who tells me that

that as a matter of fact the charge of 3 1/2% in this case is below the normal rate, he instanced that Rendel, Palmer and Tritton are getting 4% in respect of the works at Haifa and a similar rate for the Port of London Works which latter run into millions. He also told me that even 4% is a low rate, 5% being more usual. Mr. Spiller added that he did not see how it would be possible in any case to ask the Consulting Engineers to reduce the proposed charge of 3 1/2%.

W. Allen
3/12/28

The proceeds proposed in 65/11/28 amount of 25,000/-

all P
11.1.29
advise

To G. A. (25-annul) 9.1.29
To G. A. 31.11/28 + 27.11/28 11 JAN 1929

9
X 15268/28 Kenya

- Mr. Noutiergo 7/1
- Mr. Allen 8/1
- Mr. [unclear]
- Mr. Boltonley
- Sir E. Harasing
- Sir J. Shuchburgh
- Sir G. Grindis
- Sir C. Davis
- Sir S. Wilson
- Mr. Ormsby-Gore
- Lord Lovat
- Mr. Amery

50
7 JAN
9

9 January 1929

DRAFT

Crown Agents
for the Colonies

Copy Gen. 31. Apr. 1929

Gentlemen,

I am etc. to
refer to ~~the receipt of~~
admission ~~of~~
your letter No. 321/16/11
of the 22nd November 1928,

Regarding the second
intention of the Anas
wall at
~~West of Kuluwini~~

and to grant you
authority to accept the
terms
charge of 5 1/2 % on the

On 25.11.28
at of de 3208/16

cost of the undertaking
prepared by Messrs
Coode, Wilson, Mitchell

and Daughan - Rec. for

Wg. 3 1/2 to a

These services in connection

the cost of the undertaking ~~being~~ no charge being

with the Board's contribution

made for preliminary work prior to

of the Quay wall at

the letting of the contract

Valentine

I am etc

(Signed) E. G. O. PARKINSON



ALL COMMUNICATIONS
TO BE ADDRESSED TO THE
CROWN AGENTS FOR THE COLONIES,
THE FOLLOWING REFERENCE AND THE
DATE OF THIS LETTER BEING QUOTED.

E. 430/13.

TELEGRAMS: "CROWN, LONDON."
TELEPHONE: 7730 VICTORIA.

2610
4, MILLDANK,
WESTMINSTER,
LONDON, S.W.1.

12nd November, 1928.

Sir,

I have the honour to transmit for the information
of the Secretary of State and for record and reference in
the Colonial Office, the enclosed copy of the contract
concluded with Messrs. Pauling and Company Limited, for
the construction of the second extension of the Quay Wall
at Kilindini and connected works.

Six copies have been despatched to the Government
of Kenya.

I have the honour to be,

Sir,

Your obedient servant,

J. B. ...

for CROWN AGENTS.

The Under Secretary of State,
COLONIAL OFFICE.

12

Dated 12th November, 1928.

KENYA.

KILINDINI HARBOUR.

CONTRACT

FOR THE

Second Extension of the Quay Wall, Reclamation, Shed and Works in connection therewith at Kilindini Harbour.

(Supplementary to Contract dated 11th July 1921)

WITH

Supplementary Specification, Schedule of Prices and Form of Tender.

Coode, Wilson, Mitchell, & Vaughan-Lee,
9 Victoria Street, London, S.W.1,
Engineers-in-Chief.

E. F. Turner & Sons,
115 Leadenhall Street, E.C.3,
Solicitors.

Offices of the Crown Agents for the Colonies,
1 Millbank, London, S.W.1.

INDEX

CLAUSE.	DEED	PAGE
1.	Interpretation of Terms	1
2.	Extent of Contract	2
3.	Specifications in Main Contract, to apply to Second Extension	2
4.	Payment	2
5.	Further Drawings	2
6.	Retention Fund	3
7.	Contractors' Workyard	3
8.	Use of Temporary Lighterage Berth	3
9.	Provision of Through Railway Communication	3
10.	Use and Provision of Railway Sidings	4
11.	Site for Contractors' Office	4
12.	Portion of Work to be handed over	4
13.	Date for Completion	4
14.	Main Contract Rights and Obligations	

SUPPLEMENTARY SPECIFICATION

MATERIALS

15.	Stone	5
16.	Sand	5
17.	Removal of Existing Coral Coating to Reclamation	5

TEMPORARY WORKS

18.	Quarters for Engineering Staff	5
19.	Motor Car for Resident Engineer	5

PERMANENT WORK

20.	Excavation for Sand Filling	5
21.	(A) Sand Filling in Foundations	5
	(B) Coating of Broken Stone	6
22.	(A) Filling	6
	(B) Payment for Filling	6
23.	Junction of New and Existing Wall	6
24.	(A) Surfacing Quay	6
	(B) Government may carry out Surfacing	6

RAILWAYS

25.	(A) Layout	6
	(B) Government may construct Railways	6
	(C) Railways to be laid to Government Requirements	7
	(D) Rails	7
	(E) Bearing Plates, etc.	7
	(F) Sleepers	7
	(G) Quantities of Materials	7

INDEX—continued.

CLAUSE.	DOUBLE-STORY SHED.	PAGE.
26. (A) General		7
(B) Foundation Piles		7
(C) Brick Panels		8
(D) Galvanized Corrugated Sheet- ing		8
(E) Eouvres		8
(F) Protection to Base of Door Guide		8
(G) Upper Floor of Shed		8
(H) Sliding Doors		8
(I) Broken Package Enclosure		9
(K) Painting		9
SCHEDULE OF PRICES		10
DAYWORK		31
SUMMARY OF COST		33
TENDER		34

KENYA.

KILINDINI HARBOUR.

This Deed

made the twelfth day of November One thousand nine hundred and twenty-eight BETWEEN THE CROWN AGENTS FOR THE COLONIES of No. 4 Millbank in the City of Westminster hereinafter referred to as "the Crown Agents" acting for and on behalf of THE GOVERNMENT OF KENYA COLONY AND PROTECTORATE (hereinafter referred to as "the Government") of the one part and PAULING & CO. LIMITED, having their registered office at 26 Victoria Street in the City of Westminster (hereinafter referred to as "the Contractors") of the other part.

Whereas this Deed is supplemental first to an Indenture (hereinafter called "the Main Contract") dated the Eleventh day of July One thousand nine hundred and twenty-one and made between the parties hereto under which the Contractors have agreed to construct execute complete and maintain a Quay Wall and Reclamation and other works in connection therewith at Kilindini for the consideration and upon the terms and conditions therein contained. And secondly to an Indenture (hereinafter called "the Supplemental Indenture") dated the Eleventh day of September One thousand nine hundred and twenty-five and made between the parties hereto whereby provision was made for the handing over to the Government of a part of the works referred to in the Main Contract before the completion of the whole of such works. And thirdly to a Deed (hereinafter called "the Extended Contract") dated the Eleventh day of November One thousand nine hundred and twenty-six and made between the parties hereto under which the Contractors have agreed to construct execute complete and maintain the additional works therein referred to.

And whereas the Government is desirous that certain further works (hereinafter called "the second extension") by way of extension of the works the subject of the Main and Extended Contracts should be executed and maintained in the manner and during the period hereinafter provided and the Contractors have offered to execute and maintain such works upon the terms within the period and in the manner hereinafter mentioned which offer has been accepted by the Government.

And whereas with a view to the execution of the second extension the Government has (but without guaranteeing the accuracy thereof) submitted to the Contractors certain Drawings contained in nine sheets and hereinafter more particularly described.

And whereas the said nine sheets of Drawings (hereinafter called "the further Drawings") have been signed by the Contractors and by Messrs. Coode, Wilson, Mitchell, & Vaughan-Lee, of 9 Victoria Street in the City of Westminster (the successors in business of Messrs. Coode, Matthews, Fitzmaurice, & Wilson, the Engineers-in-Chief named in the Main Contract) for the purpose of identifying them as the plans which together with these presents are descriptive of the extent and character of the second extension.

Now this Deed witnesseth that the Contractors so far as the provisions of this Contract are to be performed or observed by them do hereby covenant for themselves and their permitted assigns with the Crown Agents and the Crown Agents as the Agents of and so as to bind the Government so far as the said provisions

are to be complied with by them (but not so as to impose any personal liability on the Crown Agents or any of them or on any member of the Government) hereby contract and agree with the Contractors in manner following that is to say:—

1. The words and expressions defined in the Main Contract shall where applicable have the same meaning and interpretation when used herein except that "the Engineers-in-Chief" shall mean the said Messrs. Coude, Wilson, Mitchell, & Vaughan-Lee and their successors in business, or other persons or person for the time being appointed by the Government to act in that capacity and that "Schedule Rates" shall mean the rates written in the Schedule of Prices annexed hereto modified by the percentage specified therein.

2. The Contractors shall execute, complete and maintain the following works in full accordance with the terms of the Main Contract as if the same *mutatis mutandis* (but subject as hereinafter mentioned) had been repeated herein:

- (1) The construction of a quay wall hereinafter called "the second extension of the quay wall" in continuation of the quay wall referred to in the Extended Contract to the extent shown upon the further Drawings.
- (2) The reclaiming to the extent and levels shown upon the further Drawings of the area behind the second extension of the quay wall and on a 1:1 slope at the north end thereof.
- (3) The construction of one double-storey shed.
- (4) The dredging of the material in front of the second extension of the quay wall so as to give a minimum depth of thirty-three feet below low water ordinary spring tides and to the north thereof so as to give a minimum depth of 30 feet at low water ordinary spring tides over the areas indicated upon the further Drawings or as may be otherwise directed.
- (5) The construction of the crane road on quay, roads, drainage, etc. shown on the further Drawings.

The Contractors shall, if required to do so, execute, maintain and complete in full accordance with the Contract Documents all or any of the following works:—

- (6) The surfacing of the quay
and of
- (7) The laying of the railway lines on the reclamation and connecting them to the existing railway lines.

The Specification referred to in the Main Contract shall, so far as applicable, but as modified by the provisions of the Supplementary Specification annexed hereto, apply to the second extension.

4. Payment will be made for the second extension in accordance with the Schedule Rates at the times and in the manner provided in the Main Contract.

5. FURTHER DRAWINGS.—There are nine sheets of further Drawings, each dated October 1928, which are to be taken together with the Main Contract and Specification and the additions and modifications to the Main Contract and Specification hereinafter set forth as descriptive of the extent and character of the second extension.

Drawing No. 61 is a general plan to a scale of 1 inch = 200 feet, showing the works completed and in progress and the proposed second extension.

Drawing No. 62 gives a detailed plan of the existing works, extended works and the second extension to a scale of 1 inch = 100 feet, together with a distorted elevation of the quay wall, and also shows soundings, levels, lines of sections and positions and details of borings.

Drawings Nos. 63, 64 and 65 give cross-sections Nos. 28 to 45A over the side of the second extension and details of borings.

Drawing No. 66 gives typical views of the quay wall and details of crane and railway tracks.

Drawing No. 67 gives details of the superstructure of the quay wall.

Drawing No. 68 gives details of bollards, ladders, ring bolts and covers for manholes, etc.

Drawing No. 69 gives general views of double-storey shed.

6. RETENTION FUND.—Clause 21 (e) of the Main Contract shall be read and construed for the purposes hereof so that when the amount of the Retention Fund for the time being in the hands of the Crown Agents on account of the second extension shall reach the sum of Twenty-five thousand pounds the Contractors shall be paid in full for all further work executed in connection with the second extension. PROVIDED ALWAYS that the total amount of the Retention Funds for the time being in the hands of the Crown Agents on account of the extended works and the second extension shall not exceed in the aggregate the sum of £25,000.

7. CONTRACTORS' WORKYARD.—From the date of the issue of the Completion Certificate for the works included in the Extended Contract the Contractors will be allowed the free use for a workyard of the whole area northward of the boundary coloured blue on Drawing No. 62, subject to the right of use by the Kenya and Uganda Railway Authorities (hereinafter called "the Railway") of the metre gauge siding and connections laid thereon as indicated by chain dotted lines on Drawing No. 50A of the Extended Contract. The limit of this area to the northward will be the limit of the area at present occupied by the Contractors, which is indicated approximately by the line coloured green on Drawing No. 50A of the Extended Contract.

8. USE OF TEMPORARY LIGHTERAGE BERTH.—The arrangement as regards the use of the temporary lighterage berth, and the stacking area behind it, which at present subsists between the Railway and the Contractors, shall hold good during the construction of the second extension, i.e. that the Railway has the use of this berth but will permit the Contractors to use it for unloading material from lighters free of charge, and will allow them the use of the derrick cranes on this wharf at a charge covering the prime cost of working, i.e., wages, fuel, water and consumable stores, but, furthermore, should the Railway be unable to allow the Contractors the use of the wharf at the time they require it, the Railway will arrange to deal with the material they wish to land either at the new quay or at the old lighterage wharf without undue delay, and after the material has been loaded into railway wagons to transport the same over the metre gauge siding on to the works without any extra charge other than the prime cost of working any cranes which may be employed. The cost of labour for handling the material between ship or lighter and the railway tracks to be paid for by the Contractors.

9. PROVISION OF THROUGH RAILWAY COMMUNICATION.—As soon as the second extension of the quay wall and the filling at the back thereof is finished or before the 31st December 1929, whichever is the earlier, the Contractors shall provide through single line communication, with standard clearances, between the Kenya and Uganda Railway tracks shortly to be laid at the south end of the second extension and the existing Kenya and Uganda Railway tracks at the north (Shimani) end of the works. Preferably this communication shall be between the points marked X and Y on Drawings Nos. 61 and 62. Should, however, the Contractors' working arrangements not permit of this alignment being adopted, then the through communication shall be provided on an alignment to be mutually agreed between the Engineer and the Contractors, but in no case shall curves of less than 500 feet radius be used for this connection.

The Contractors will be permitted to put in such temporary crossings, if any, in this connecting line as may be required for carrying out their work in connection with this Contract but shall at all times when so required by the Railway keep the through connecting line clear for the use of the Kenya and Uganda Railway traffic.

Should the Government elect under Clause 25 (b) of the Supplementary Specification annexed hereto to construct the railways themselves, then the Railway will themselves construct the through connection and provide such crossings, if any.

as the Contractors may require, but the Contractors shall, as soon as the second extension of the quay wall and the filling at the back thereof is finished or before the end of November 1929, whichever is the earlier, at their own expense clear the site for this through connection.

Nothing in this clause contained shall entitle the Contractors to any extension of time under Clause 44 of the Main Contract or to any additional payment by reason of delay to or interference with the carrying out of this Contract.

10. USE AND PROVISION OF RAILWAY SIDINGS.—The Contractors shall have metre gauge access to the openline sidings both at the north and south ends of the works free of charge and no haulage charge will be made for transporting materials from the dock sidings to the Contractors' private siding connections. The Railway will leave the metre gauge siding leading to the Contractors' cement shed, and will connect it to the railway sidings at the south end of the second extension. The Railway shall have the use of this siding as a backshunt for their railway lines.

11. SITE FOR CONTRACTORS' OFFICE.—The Contractors shall be allowed to remain in possession of their present sites for office, staff quarters and native labour lines. These sites are marked on Drawing No. 50A of the Extended Contract except in so far as their removal may be necessitated by the Extended works or by the second extension.

12. A work as such portion of the shed, quay and contiguous works as the Engineer and Contractors shall mutually agree is ready for handing over, have been completed in accordance with the Contract Documents, and the Engineers-in-Chief have signified a Certificate to the effect that the works in question have been satisfactorily completed, the Contractors shall, if the Government so desire, hand over the same to the Government. The maintenance period on any portion of the work handed over before the completion of the whole of the second extension shall commence from the date each such portion is handed over to the Government.

13. TIME FOR COMPLETION.—Clause 42 (a) of the Main Contract shall be read and construed for the purposes hereof as if the thirtieth day of January one thousand nine hundred and thirty one had been mentioned therein as the date for completion of the second extension.

14. MAIN CONTRACT RIGHTS AND OBLIGATIONS.—Nothing herein contained shall be deemed to alter or modify the rights and obligations of the Government, the Engineer-in-Chief or the Contractors under the Main Contract or the Supplemental Contract or the Extended Contract.

IN WITNESS whereof Lt. Col. James Forrest Halkett Carmichael, C.M.G., C.B.E., one of the Crown Agents, has hereunto set his hand and seal and the Contractors have caused their Common Seal to be affixed the day and year first above written.

THE SUPPLEMENTARY SPECIFICATION

above referred to.

MATERIALS.

15. STONE.—The Contractors shall be allowed the exclusive use of the quarry at the seventeenth mile on the Kenya and Uganda Railway between Muzeras and Mariakani as at present, and the Railway guarantees to transport stone from this quarry to the works at the rate of 1,500 cubic yards a week. The rate charged for the conveyance of stone from the quarry at the seventeenth mile to the harbour works will be 75 shilling cents per ton.

16. SAND.—The stocks of sand and stone, if any, at present stored on the works, shall be available for the Contractors, free of charge, for use on the second extension.

17. REMOVAL OF EXISTING CORAL COATING TO RECLAMATION.—The existing coral coating to reclamation is to be removed, as far as is practicable, down to the level of 1 foot above low water ordinary spring tides within the limits of the new reclamation. It is estimated that 70,000 cubic yards of coral will be available from this source for use in the second extension. The removal of this coral must be so timed as to avoid any risk of the existing filling being drawn down.

TEMPORARY WORKS.

18. QUARTERS FOR ENGINEERING STAFF.—Certain additions will be required to the existing quarters for the Engineering Staff and the Resident Engineer's Office. The nature of these additions will be determined hereafter, but in the meantime provision is to be made by including the sum of £500 in the Schedule of Prices. No obligation shall rest upon the Government to employ the Contractors in relation to the expenditure of the whole or any part of this sum and the Government reserve the right of carrying out this work themselves, in which case the sum of £500 shall be wholly deducted from the Contract without prejudice to the latter and without affecting the Schedule Rates in any way, and the Contractors shall have no claim against the Government on account of any such deduction.

19. MOTOR CAR FOR RESIDENT ENGINEER.—By arrangement between the parties the Contractor has provided a motor car for the use of the Resident Engineer and his Engineering Staff in lieu of the trolley lines and Rickshaws referred to in the Main Contract. The Resident Engineer and his Engineering Staff shall have the use of a motor car until the completion of the second extension, and the Contractors shall during that period continue to provide an efficient chauffeur together with all necessary petrol and shall bear all expenses of the upkeep of the motor car.

PERMANENT WORK.

20. EXCAVATION FOR SAND FILLING.—Material below the level of the base of the concrete-in-mass foundation for blockwork of quay wall and under base of rubble apron in front of wall is to be removed by dredging, or otherwise to such levels as may be necessary to reach a firm stratum for a foundation of sand filling along the extent indicated on Fig. 2, Drawing No. 62, or such greater or lesser length as may be found necessary during the execution of the work. The section and slopes to which the material is to be removed are shown on Fig. 1, Drawing No. 60.

The limits for measurement of this excavation are described under the corresponding item in the Schedule of Prices annexed hereto.

21. (A) SAND FILLING IN FOUNDATIONS.—Wherever it may be necessary to remove materials below the level of the concrete-in-mass foundation for blockwork of quay wall, as described in Clause 20, sand filling is to be deposited upon the firm stratum so disclosed to the limiting levels and slopes indicated upon Drawing No. 60.

The filling is to be clean sand or grit which may contain a proportion of sandstone spalls, and is to be obtained from an approved source. Very fine sand, vegetable loam, clayey or other soft matter shall not be employed.

The trench is to be free from accumulated mud and shall be inspected and approved immediately before the depositing of the sand filling therein.

The filling shall be deposited in bulk in an approved manner as rapidly as possible after each length of excavation has been completed. Over the area to be covered by the coating of stone referred to in Sub-clause (b) of this clause this filling shall be carried up to a height of not less than 4 feet above the required finished level of the sand, except that where the final depth of the sand filling is less than 4 feet the excess to be deposited shall be decided by the Resident Engineer. This excess of sand shall be removed and the surface of the filling prepared for receiving the coating of broken stone as soon as practicable before the depositing of the coating is commenced. The sand filling in front of the quay wall is to be covered as soon as practicable by the protective rubble apron.

COATING OF BROKEN STONE.—A coating 2 feet in thickness of broken stone and spalls in sizes varying from grit to a maximum of 20 lbs. in weight is to be deposited on the prepared surface of the sand filling as shown on Drawing No. 66. The surface is to be cleaned and graded to the necessary levels and inclinations to form a bed for the concrete-in-mass foundation of the quay wall.

The limits for measurement for sand filling and coating of broken stone are described under the corresponding items in the Schedule of Prices annexed hereto.

22. (A) **FILLING.**—The filling required for the space behind the quay wall is to be obtained from the cliff excavation in rear of the second extension and from the cliff outside the Magadi Soda Company's boundary at the north end of the works from the area coloured brown on Drawing No. 61. Excavation at these sites must be carried out to such lines, levels and slopes as may be determined during the carrying out of the work, as to which the necessary instructions will be issued by the Resident Engineer. The finished surface of the ground where excavated must be left true and even to the required levels and profiles, and the cliff must be cut back generally to a slope of 1 to 1, or as may be directed, the face being evenly trimmed and all loose debris removed.

(B) **PAYMENT FOR FILLING.**—Payment for filling will be made in accordance with the actual quantity of work executed as ascertained from agreed cross sections taken immediately before depositing commences, except that no material deposited outside the limits as shown on the further Drawings, unless so ordered by the Engineer, will be paid for.

23. **JUNCTION OF NEW AND EXISTING WALL.**—The surfaces of the new end of the existing wall are to be thoroughly cleaned and watered before any concrete work is deposited against or on them.

24. (A) **SURFACING QUAY.**—The area between the back of the quay wall and the front of the double storey shed will be surfaced after all settlement in the filling is completed in rear of the wall has ceased. The method of carrying out this work is to be determined hereafter, but in the meantime provision is made for the same by the sum of £4,000 in the Schedule of Prices annexed hereto.

(B) **GOVERNMENT MAY CARRY OUT SURFACING.**—No obligation shall rest upon the Contractors to employ the Contractors in relation to the expenditure of the whole or part of this sum and the Government reserve the right of carrying out this work in any case in which case the sum of £4,000 shall be deducted from the Contract sum, and in any case the latter and without affecting the Schedule Rates in any way, the Government shall have no claim against the Government on account of any expenditure.

RAILWAYS.

25. **GENERAL LAYOUT.**—The general layout of the Railways on the reclamation and in connection to existing lines is shown on Drawing No. 62. This layout is subject to modification to meet the requirements of the Government.

26. **GOVERNMENT MAY CONSTRUCT RAILWAYS.**—The Government, moreover, reserve the right to construct the railways themselves.

Should the Government decide to construct the railways themselves, they will give notice in writing to the Contractors within three months of the date hereof of their intention to do so, in which case the amounts included by the Contractors in the Schedule of Prices for the construction of the railways will be deducted from the Contract without prejudice to the latter, and without affecting the Schedule Rates in any way, and the Contractors shall have no claim against the Government for any such deduction.

(C) **RAILWAYS TO BE LAID TO GOVERNMENT REQUIREMENT.**—If within the period stated above Government do not exercise their option to construct the railways themselves, the railways shall be constructed by the Contractors, in which case the Resident Engineer will, after consultation with the General Manager, instruct the Contractors as to any alteration necessary in the general layout, additional cross-over roads, or any other modification, and the Contractors shall proceed accordingly, so that the railways shall be completed to suit the requirements of the Government to the satisfaction of the Engineer, and in accordance with the Contract Documents.

(D) **RAILS.**—Rails to be B.S. flat-bottomed rails weighing 80 lbs. per yard in 40 feet lengths and drilled for fishplates all in accordance with B.S. Specification No. 11. The fishplates must be 18 inches long, shallow pattern, with four holes, weighing 28½ lbs. per pair, all in accordance with B.S. Specification No. 47, with ½-inch diameter mild steel fish bolts of approved pattern with nuts and washers.

(E) **BEARING PLATES, ETC.**—Mild steel bearing plates to suit 80 lbs. B.S. rails, weighing about 12 lbs. each, with the bearing surface for the rail inclined at a slope of 1 in 20 are to be fitted. Four round holes 1-inch diameter must be punched in each plate for spikes. At each bearing plate the rail must be fastened under by 2 ½-inch diameter screw spikes 4½ inches long under the head and two 3-inch by ½-inch dog spikes 4½ inches long over all with notches on two sides. Details of the screw spikes and dog spikes can be seen at the offices of the Engineers-in-Chief and the details of the bearing plates must be submitted for their approval before they are ordered.

Where railways are laid in metalled roads or quay the bearing plates are to be omitted and bulb angle guards are to be provided with fastenings as shown on Drawing No. 60. Where turn-outs or cross-over roads occur in metalled roads or quays 80 lbs. guard rails are to be fitted throughout the entire length of such turn-outs or cross-overs. A screw spike, dog spike, coach screw, cast iron distance block and bolt to be provided at each sleeper. In cases where guard rails or angles are provided the space between them and the web of the running rail is to be filled in with fine concrete between the levels of the tops of the sleepers and the tops of the cast iron distance blocks.

(F) **SLEEPERS.**—Sleepers to be of good quality Australian Jarrah 7 feet by 10 inches by 5 inches, similar to those used on the railways laid on existing works, or other approved hardwood. The number of sleepers required for a 40-foot rail is 26, or a 112 per mile, joint sleepers to be spaced 2 feet 4 inches centres. Special sleepers for switches and crossings to be of cross-grained Podocarpus obtainable locally or cross-grained pitch pine, as may be ordered by the Resident Engineer. If Podocarpus is ordered the cross-graining and timber to be in accordance with the Uganda Railway Specification for such timbers.

(G) **QUANTITIES OF MATERIALS.**—The approximate quantities of material required for completing the railway, shown or described in the Contract Documents, are given in the Schedule of Prices annexed hereto.

DOUBLE STOREY SHED.

27. (A) **GENERAL.**—General views of the double storey sheds are given on Drawing No. 60. They are to be generally similar to the double storey sheds erected under the Maurit contract. Reinforcement of piles, pile caps, columns, and all other members will be as in the existing double storey sheds.

(B) **FOUNDATION PILES.**—The actual depth to which the foundation piles will be driven will depend on the nature of the ground. Each pile is to be driven through the filling into the surface of the ground below the filling until the penetration does

not exceed one inch with eight consecutive blows delivered in rapid succession by a 40 cwt. hammer falling freely through a height of four feet. If the Contractor should propose other conditions of driving, the Engineers-in-Chief shall determine what final penetration will be required to meet such cases. Four piles in each shed, in positions to be selected by the Resident Engineer, are to be tested at least one month after being driven, with a load of 75 tons applied to each in a manner to be approved by the Resident Engineer.

(c) BRICK PANELS. The walls of the sheds are to consist of brick panels 9 inches thick, with concrete plinth courses to correspond with the walls of the existing double-storey sheds.

(d) Only suitable bricks of an approved thickness are to be used and in particular no broken, chipped or cracked bricks will be allowed. The bricks are to be discharged and stacked by hand.

All bricks shall be soaked in water by being kept immersed in tanks for 24 hours immediately before being required for use, and shall be dipped in a tub of water immediately before being laid, care being taken that no dry brick is set in the work.

The bricks are to be bedded, jointed and pointed in two to one cement mortar.

The Railway will supply the required number of bricks at the rate of 80 per thousand delivered free in trucks on the works.

(e) GALVANIZED CORRUGATED SHEETING. The roof and gable ends of the sheds are to be covered with galvanized corrugated steel sheets, 18 S.W.G. in thickness, with corrugations 4 inches pitch. The horizontal joints are to have a 6-inch lap and end joints shall each have a lap of two full corrugations. The sheets are to be bolted together with galvanized bolts 1/2-inch diameter provided with galvanized "limpet" washers of 18 gauge. In the horizontal joints the bolts are to be staggered, one bolt at each corrugation. In the side joints the bolts are to be staggered and in each row are to be spaced 12 inches apart centres. The sheets are to be secured to the roof purlins by 1-inch diameter galvanized hook bolts with "limpet" washers, two to each sheet. All bolts are to be placed on the top of the corrugations, and the bolt holes carefully punched, all as on the existing double-storey sheds. The ridge piece is also to be 18 S.W.G. of an approved pattern. The sheeting generally is to be as on the existing double-storey sheds.

(f) LOUVERED LINTELS are to be of design similar to those for the single-storey sheds of the existing works.

(g) PROTECTION OF BASE OF DOOR GUIDES.—The concrete mass for guides of doors on ground level on the seaward side of the shed is to be protected by a M.S. plate 1/2 inch thick, 6 inches wide, 6 inches high, similar to that for the single floor sheds of the existing works.

(h) UPPER FLOOR AND PLATFORM OF SHED are to be constructed of concrete, the upper floor and platform of shed are to be of concrete, and a level of not less than 3 cwt per square foot as specified in the Main Contract. Special provision has however to be made for strengthening the platform on the seaward side of the shed, to be occupied by the 1-ton bracket cranes at each end of the shed, the seaward side of the shed, as already carried out in the existing sheds constructed under the Main Contract.

(i) DOORS.—The doors are to be similar to those of the existing sheds, and the doors specified in the Main Contract are not to be altered. There are to be provided two small doors each 4 feet 6 inches wide by 6 feet 6 inches high, to be provided out in each end bay on seaward side, as shown on Drawing No. 1000.

All doors are to be locked on the inside excepting the railway doors, the 15 feet wide doors are to be fitted with two separate and distinct locks on each door. The detail drawings to be submitted for approval are to show the method of fastening the doors on the inside.

All doors are to be provided with weather bars and floods.

All doors are to be cleaned where necessary and to receive two coats of Torbay or other approved paint, after erection, in addition to such cleaning and painting as is specified in the Main Contract to be received before leaving the maker's works. Doors which are too large to be packed in crates, as provided in the Main Contract are to be despatched in suitable parts and be completed in the Colony.

(j) BROKEN PACKAGE ENCLOSURE.—An enclosure for broken packages is to be provided and erected on the ground floor for which a provisional sum of £250 is included in the Schedule of Prices annexed hereto.

(k) PAINTING.—All meeting surfaces are to be well cleaned, scaled and coated with two coats best red lead before being riveted together in the maker's yard. All the steelwork except the galvanized parts is to be well cleaned, scaled and coated with boiled linseed oil put on hot before leaving the maker's yard.

During erection at Kilindini the whole of the steelwork, with the exception of the galvanized work, shall be properly cleaned and scaled where necessary and receive one coat of best Torbay Iron or other approved paint; in addition, all meeting faces including the tops of the purlins and such like places must be well coated with a further coat of the above-mentioned paint; after erection the whole of the steelwork, with the exception of the galvanized work, is to receive two further coats of similar paint, all such painting being included in and covered by the Schedule Rates.

SCHEDULE OF PRICES.

The rates entered against the items in the following schedule, less the percentage deducted from each section thereof, are those referred to in the Contract Documents, and are for the execution of the works finished complete in every respect, as shown on and described in the Contract Documents, with or without such modifications either by way of additions or deductions, or such alterations as may be ordered in writing during progress, together with the maintenance of such works likewise as provided for in the Contract Documents.

The rates given cover all costs of every kind whatsoever, including, but not by way of limitation, all office charges, supervision, materials, labour, water supply, camp or location for native labour, all temporary works, sheds, plant, machinery, use and efficient repair of all railways, tramways, worksheds, plant, machinery, locomotives, cranes, hoists, hoists, winding and other engines, pile moulds, concrete mixing, lifting and setting plant, travellers, pile drivers, pump, screw bridges, dams, staging, jetties and wharves for shipping and landing materials, timbering, timber left in, piling, shoring, strutting, cutting, shattering cast iron or other kentledge or weighting, tools, tackle, grabs, dredges, barges, anchors and other floating craft, drilling machinery, blasting appliances, explosives, chains, cables, buoys, air locks, diving bells, diving apparatus, air compressors, stone crushers, artificial lighting, moulds, templates, jacks and appliances and plant of every kind and description, and the performance of all services that may be required for the proper execution, completion and maintenance of the works in full and complete accordance with the provisions of the Contract Documents, and the undertaking and discharge of all obligations and responsibilities therein defined.

For a contract work will be held to have fully considered all the conditions and requirements of the Contract Document, before entering the percentages to be deducted from the respective rates against the items contained in the various sections of the foregoing schedule. The general conditions, stipulations, particulars, description of materials, etc., given in the Contract Documents are not necessarily repeated in the Schedule of Prices.

The quantities given in this schedule are approximate only, and are to be taken as such, subject to the provision of Clause No. 10 of the Main Contract.

All the measurements are to be net, or as specified, applicable to finished work only, and to be measured notwithstanding any trade custom to the contrary.

Item No.	Description.	Unit.	Schedule Rate.			Approximate Quantity.			Approximate Cost.		
			£	s.	d.	£	s.	d.	£	s.	d.
	QUAY WALL AND RECLAMATION.										
	EXCAVATION.										
	<p>Note.—The rates for excavation apply to materials of any character that may be encountered and include all charges and contingencies whatsoever which may be involved in carrying out the work in full accordance with the Contract Documents; also the depositing of the materials derived therefrom either in the Reclamation or within the limits of Port Belitz or the lagoons in the neighbourhood as may be directed by the Engineer.</p>										
1	Excavation for quay wall between the northern limit of the existing foundations and the northern termination of the concrete-in-mass foundations of the brickwork wall	cub. yd.	0	17	0	53,000	45,050	0	0		
	<p>The measurement to be in accordance with areas bounded by a vertical plane coinciding with the coping line of the quay wall, a slope of 1 1/2 to 1 commencing at a distance of 3 feet behind the line of the bottom course of concrete blocks as shown on Drawing No. 306 the base of the concrete-in-mass foundation and the agreed surface levels. The northern limit will be a vertical plane coinciding with the northern termination of the concrete-in-mass foundation.</p>										
2	Excavation by dredging or otherwise to provide a depth of 13 feet at low water ordinary spring tides over the area shown on Drawings Nos. 61 and 62 and to the slopes and levels at the northern end as shown	cub. yd.	0	15	0	45,000	33,750	0	0		
	<p>The measurement for the portion in front of the wall to be the quantity lying seawards of the vertical plane adopted for the quay wall excavation under Item No. 1 and above the level of 13 feet below low water ordinary spring tides as ascertained from agreed cross sections, and to the lines shown on the drawings for the slopes and levels at the northern end. Materials removed below the required levels and outside the slopes shown will not be measured.</p>										
	Carried forward								278,800	0	0

Item No.	Description.	Unit.	Schedule Rate.			Approximate Quantity			Approximate Cost.				
			£	s.	d.	cu. yd.	sq. ft.	lin. ft.	£	s.	d.		
	Brought forward												
3	Excavation for rubble apron in front of quay wall and below the level of 33 feet below low water ordinary spring tides	cu. yd.	0	10	0	7,500			7,125	0	0		
	The measurement to be the quantity removed below the level of 33 feet below low water ordinary spring tides and outside the limits adopted for Item No. 1.												
4	Excavation for foundation of sand filling not included in Items 1, 2 and 3	cu. yd.	0	18	0	6,100			5,400	0	0		
	The measurement to be ascertained from agreed cross sections within the limiting slopes shown on the Drawings.												
5	Excavation in timbered trenches or otherwise for main drains, branch and open drains, and for manholes and gullies in connection therewith, and sheds foundations, platform walls or any other special purpose that may be required or ordered, including re-filling and well ramming the re-filled materials and disposal of surplus materials	cu. yd.	0	9	0	4,300			1,035	0	0		
6	Excavation for railways and roads	cu. yd.	0	5	0	3,500			875	0	0		
	The measurement for Items 5 and 6 to be the net area of the base of the finished permanent work by the height from the foundation level to the agreed surface level. Width for pipe trenches measured over sockets of pipes.												
	Total carried to Summary on page								19,445				
	PORTLAND CEMENT CONCRETE.												
	NOTE: The rate for concrete to include all charges and contingencies which may be involved in carrying out the work in full accordance with the Contract Documents.												
7	Concrete in-mass for foundation for the quay wall, cast, set and prepared for the purpose of the work	cu. yd.	8	0	0	2,000			16,000	0	0		
	The measurement to be the cubical contents deposited within the front and back limits specified in the Main Contract No. 1 for 2 feet blocks.												
	Brought forward								16,000	0	0		

Item No.	Description.	Unit.	Schedule Rate.			Approximate Quantity			Approximate Cost.				
			£	s.	d.	cu. yd.	sq. ft.	lin. ft.	£	s.	d.		
	Brought forward												
8	Concrete blocks (7 to 1) in quay wall including all blocks of special shape or size that are shown on the Drawings or that may be ordered or found necessary as the work proceeds, set complete	cu. yd.	5	0	0	27,850			170,450	0	0		
	Concrete blocks (7 to 1) in quay wall including all blocks of special shape or size that are shown on the Drawings or that may be ordered or found necessary as the work proceeds, set complete												
9	Extra on concrete blocks for bag joggles of 4 to 1 concrete in 10" diameter and 2' long in-blockwork wall of quay, set complete	each	0	12	0	2,700			1,620	0	0		
	Concrete-in-mass (7 to 1) deposited in superstructure of quay wall including all charges for forming recesses for drainage outfalls, drains to cable trench and chases for ladders	cu. yd.	4	10	0	5,100			22,950	0	0		
	The measurement to be the cubical contents within the face and back lines of the superstructure as shown on the Drawings or as may be ordered, including the cube of the moulded concrete ashlar facing, recesses for ladders and drains and fine concrete facing on upper surface, but not including the cube of the coping, manhole shafts, cable trench or cable trench cover, cavities for hydrant boxes and branch pipe chambers and ducts for pipes.												
11	Forming manhole shafts of main drains in superstructure of quay wall complete as shown	each	0	10	0	2			13	0	0		
	Forming cable trench in superstructure of quay wall with surfaces properly prepared and levelled to receive covers	lin. ft.	0	11	0	750			41	10	0		
	Moulded concrete (3 to 1) ashlar facing to superstructure of quay wall, including corbel courses, all quoins and all blocks of special size or shape that are shown on the Drawings or that may be ordered as the work proceeds; set complete including mortar, grout and pointing	sq. yd.	0	11	0	3,200			3,200	0	0		
	(Rate extra over 7 to 1 concrete of Item No. 10.)												
	The measurement to be the superficial area of the front vertical face of the ashlar as set.												
	Carried forward								218,093	0	0		

Item No.	Description	Unit	Schedule Rate			Approximate Quantity			Approximate Cost			Item No.
			£	s.	d.	£	s.	d.	£	s.	d.	
	Brought forward					180,933	0	0				
19	Moulded concrete (4 to 1) in main coping of quay wall including all copes of special size and shape which are shown on the Drawings or may be ordered as the work proceeds, set complete including mortar, grout and pointing	cub. ft.	0	7	0	4,780	973	0	0			
	Measured net as set, but no deductions made for joints, risings, grooves or chamfers.											
	Moulded concrete (4 to 1) in cover to cable trench in superstructure of quay wall, set complete, including mortar, grout and pointing	cub. ft.	0	7	6	525	196	17	6			
	Measured net as set.											
10	Concrete in mass (1 to 4) 5" in thickness on surface of superstructure of quay wall	sup. yd.	0	15	0	262	203	1	0			
	(Rate extra over 7 to 1 concrete of Item No. 10)											
	The measurement to be the net superficial area of the upper surface as laid.											
	Total, carried to Summary on page 21					1782,305	18	6				
	STONE RUBBLE, CORAL RUBBLE, PINNACLE FILLING, AND SURFACING QUAY.											
	Note:—The rates include all charges and contingencies which may be involved in carrying out the work in full accordance with the Contract Document.											
17(a)	Sand filling in foundation of quay wall	cub. yd.	1	10	0	2,000	1,006	0	0			
17(b)	Broken stone coating over sand filling	cub. yd.	1	10	0	1,000	1,050	0	0			
	The measurement for items 17 (a) and (b) to be ascertained from agreed cross sections within the limiting finished levels and slopes shown on the Drawings.											
18	Stone rubble, in front of quay wall in 12" layers from 4 wt. to 10 cwts. in weight, with upper surface formed to the required level and below the low water ordinary spring tides	cub. yd.	0	9	0	28,000	12,600	0	0			
19	Coral rubble backing to quay wall below the level of 1' 9" above low water ordinary spring tides, with slope formed to an inclination of 1 to 1	cub. yd.	0	9	0	28,000	12,600	0	0			
	Carried forward					123,950	0	0				

Item No.	Description	Unit	Schedule Rate			Approximate Quantity			Approximate Cost			Item No.
			£	s.	d.	£	s.	d.	£	s.	d.	
	Brought forward					21,950	0	0				
20	Coral rubble filling behind rear end at northern termination of quay wall and in retaining bank below the level of 1' 9" above low water ordinary spring tides	cub. yd.	0	10	0	6,750	3,375	0	0			
21	Coral rubble coating to seaward face of slope of filling of northern portion of reclamation area, including roughly pitching the face	cub. yd.	0	12	0	3,600	1,800	0	0			
	NOTE.—It is estimated that there is about 7,000 cubic yards of coral rubble recoverable from the existing facing to the reclamation which may be removed and used again in the work.											
	The measurement for Items 18 to 21 inclusive to be the quantity deposited within the specified limits as ascertained from agreed cross sections. No payment will be made for materials deposited outside the limits shown on the Drawings unless ordered to be so deposited.											
22	Filling reclamation area to required levels and grades with approved material from cliff excavation and other sources	cub. yd.	0	4	0	100,000	20,000	0	0			
23	Pinning and watering in layers not exceeding 18" in thickness, materials obtained from the cliff excavation or other source, deposited behind the quay wall for a width of 54' measured from the cope line of the wall, above the level of 1' 9" above low water ordinary spring tides	cub. yd.	0	1	0	20,000	1,500	0	0			
	The measurement for Items 22 and 23 to be the quantity deposited within the specified limits as ascertained from agreed cross sections.											
24	Provision for surfacing the area between the back of the quay wall and the front of the shed after all settlement in the filling has ceased. No obligation shall rest upon the Government to employ the Contractors in relation to the expenditure of the whole or any portion of this sum	Provisional sum.								4,000	0	0
	Total, carried to Summary on page 21					451,025						

Item No.	Description	Unit	Schedule Rate	Approximate Quantity	Approximate Cost
LADDERS, BOLLARDS AND RING BOLTS.					
NOTE: The rates include all charges and contingencies which may be involved in carrying out the work in full accordance with the Contract Documents.					
25	Galvanized mild steel in ladders, cleats and Lewis bolts fixed complete, including grouting Lewis bolts in position	cwt	10	11	110
26	Galvanized cast iron in hand holdfasts for ladders, fixed and grouted in position, including forming sinkages and chimeles in moulded concrete coping	cwt	5	12	60
27	Cast steel bollards fixed in position including coating bedding in cement mortar and grouting ends but not including concrete filling	ton	50	0	0
28	Mild steel in rods, holding-down bolts, cotter, coupling screws, nuts and washers for bollards including coating, fixing in position and cutting, grooving or notching tails of cotter to washers where necessary	ton	0	150	0
29	Cast iron in washer plates for the rods and holding down bolts of bollards including coating and fixing in position	ton	33	10	330
30	Galvanized mild steel in ring bolts, fixed in position	cwt	8	15	120
31	Mild steel in 1 1/2 inch rods for branch connections	cwt	2	5	10
32	Mild steel in 1 1/2 inch rods for branch connections with coupling nuts and washers	cwt	2	5	10
33	Mild steel in 1 1/2 inch rods for branch connections with coupling nuts and washers	cwt	2	5	10
34	Mild steel in 1 1/2 inch rods for branch connections with coupling nuts and washers	cwt	2	5	10
35	Mild steel in 1 1/2 inch rods for branch connections with coupling nuts and washers	cwt	2	5	10

Item No.	Description	Unit	Schedule Rate	Approximate Quantity	Approximate Cost	
CRANE ROAD ON QUAY.						
NOTE: The rates include all charges and contingencies which may be involved in carrying out the work in full accordance with the Contract Documents.						
36	Bottoming of broken stone 6 feet wide and 6 inches in thickness under ballast and cross sleepers of inner rail, including any levelling, packing up and trimming that may be necessary	sup. yd.	7	5	35	
37	Red of broken 8 inches in thickness packed under and between cross sleepers of inner rail	sup. yd.	11	0	0	
38	Hardwood sleepers 3' 6" x 10" x 5" and longitudinal sleepers of inner rail Measured net	cu ft	13	12	156	
39	Cresoted pitch pine in longitudinal sleeper of inner rail 15" x 15" including butt jointing, boring, trimming top surface to receive rail and fixing in position Measured net	cu ft	2	0	0	
39A	Jarrah or other approved hardwood alternative to Item 39	cu ft	0	0	0	
40	Steel rails B.S.F. section in crane rail and guard rails 80 lbs. per yard, fixed in position, including coating and all drilling	ton	14	15	198	
41	Fishplates for crane rail, B.S. pattern, including fixing and coating with Dr. Angus Smith's tar composition	cwt	1	10	10	
42	Mild steel in B.S. bulb angle guards for crane rails 5" x 3" x 1/2", including all drilling, coating, laying and fixing	ton	30	12	360	
43	Mild steel in base plates for outer rail, including all drilling, coating, riveting and fixing	cwt	2	6	12	
44	Mild steel in 1 inch diameter Lewis bolts and nuts for same for securing base plates of outer rail, including drilling holes in concrete coating, grouting and fixing	cwt	2	10	20	
Carried forward					13,269	16

Item No.	Description.	Unit.	Schedule Rate			Approximate Quantity			Approximate Cost			
			£	s.	d.	£	s.	d.	£	s.	d.	
	Brought forward											
45	Galvanized coach screws, 5 1/2" long, 1" diameter, for securing inner rail and guards, fixed complete	cwt.	2	19	6	18	53	11	0	3,209	16	6
46	Cast-iron in distance pieces with cored holes for inner rail and at crane rail crossings, including coating and fixing in position	cwt.	2	19	6	33	98	3	6			
47	Mild steel in bolts 1" diameter and nuts for same through guard angles and distance pieces of rails, including coating and fixing in position	cwt.	2	19	6	10	29	15	0			
	The measurements for Items 40 to 47 inclusive to be the net weight of metal fixed in the work.											
48	Filling of 2 to 1 fine concrete between crane rail and angle guards, neatly finished to smooth surface	lin. yd.	0	3	0	505	88	7	6			
	The measurement to be the length of the crane rails, each rail measured separately.											
	Total carried to Summary on page 21						£3,539	13	6			
DRAINAGE												
	The rate, including all charges and contingencies which may be involved in carrying out the work in full accordance with the Contract Documents.											
49	Cast iron pipes with flange at one end, 30" internal diameter for drainage outfalls built into concrete-in-mass of superstructure of quay wall	cwt.	2	0	0	90	100	0	0			
	The measurement to be the net weight of pipes.											
50	Cast iron pipes, 30" internal diameter, with flange and socket joints laid and jointed as specified	lin. ft.	5	16	0							
	Alternative rate											
50A	Ditto ditto but in stoneware made at Kilindini	lin. ft.	11	0	0							
	Alternative rate											
50B	Ditto ditto but in reinforced concrete made at Kilindini	lin. ft.	1	0	0	660	1,080	0	0			
	Carried forward						£2,080	0	0			

Item No.	Description.	Unit.	Schedule Rate			Approximate Quantity			Approximate Cost			
			£	s.	d.	£	s.	d.	£	s.	d.	
	Brought forward											
51	Glazed stoneware pipes as in Item 50 but 15" internal diameter	lin. ft.	1	4	0	1,450	1,740	0	0	2,080	0	0
52	Ditto ditto but 12" internal diameter	lin. ft.	0	16	0	2,700	2,160	0	0			
53	Ditto ditto but not exceeding 6' internal diameter for rainwater down pipes to sheds	lin. ft.	0	8	0	200	80	0	0			
	The measurement for Items 50 to 53 inclusive to be the net effective length in the work, no allowance being made for joints or waste when pipes have to be cut.											
54	Extra for bends on pipes not exceeding 6' internal diameter	each	1	2	0	50	55	0	0			
55	Extra for eyes or junctions on 30" internal diameter pipes	each	8	0	0	14	112	0	0			
56	Extra for eyes or junctions on 15" internal diameter pipes	each	5	0	0					Rate only		
57	Ditto ditto on 12" internal diameter pipes	each	4	10	0	60	270	0	0			
58	Concrete-in-mass (6 to 1) in manholes on line of main drains away from wall, neatly finished ready to receive covers, including building in stoneware pipes and rendering where necessary	cub. yd.	6	18	0	30	207	0	0			
	Measurement to be net.											
59	Concrete-in-mass (6 to 1) in inspection pits on shed drains and on roadway drains neatly finished ready to receive covers, including building in stoneware pipes and rendering where necessary	cub. yd.	6	18	0	99	621	0	0			
	Measurement to be net.											
60	Cast iron covers for manholes on 30" diameter main drains with solid lids to suit opening 10" x 10", including coating, bedding and fixing	cwt.	2	10	0	28	70	0	0			
61	Ditto ditto but with grating covers to manholes at the foot of cliff	cwt.	2	15	0	0	10	10	0			
62	Cast iron in covers to inspection pits in sheds, on platforms and on quay in front of sheds, of an approved pattern, including coating, bedding and fixing	cwt.	3	5	0	17	55	5	0			
	Carried forward						£7,406	13	0			

Item No.	Description.	Unit.	Schedule Rate.			Approximate Quantity.			Approximate Cost.		
			£	s.	d.	£	s.	d.	£	s.	d.
	Brought forward										
45	Galvanized coach screws 5 1/2" long, 1" diameter, for securing inner rail and guards, fixed complete	cwt.	2	19	6	18	53	11	0		
46	Cast iron in distance pieces with cored holes for inner rail and at crane rail crossings, including coating and fixing in position	cwt.	2	19	6	13	98	3	6		
47	Mild steel in bolts 1 1/2" diameter and nuts for same through guard angles and distance pieces of rails, including coating and fixing in position	cwt.	2	19	6	10	29	15	0		
	The measurements for Items 40 to 47 inclusive to be the net weight of metal fixed in the work.										
48	Filling of 2 to 1 fine concrete between crane rail and angle guards, neatly finished to smooth surface	lin. vd.	0	3	0	505	88	7	6		
	The measurement to be the length of the crane rails, each rail measured separately.										
	Total carried to Summary on page 21										
							£3,539	13	6		
	DRAINAGE										
	The rate including all charges and contingencies, with those involved in carrying out the work in full accordance with the Contract Documents.										
49	Cast iron pipes with flange at one end 30" internal diameter for drainage outfalls built into concrete-in-mass of superstructure of quay wall	cwt.	2	0	0	50	100	0	0		
	The measurement to be the net weight of pipes.										
50	Cast iron pipes 30" internal diameter with special end connections laid and jointed as specified	lin. ft.	5	16	0					Alternative rate	
50A	Ditto ditto but in stoneware made at Kilindini	lin. ft.	11	0	0					Alternative rate	
50B	Ditto ditto but in reinforced concrete made at Kilindini	lin. ft.	3	0	0	660	1,980	0	0		
	Carried forward										
							£2,080	0	0		

Item No.	Description.	Unit.	Schedule Rate.			Approximate Quantity.			Approximate Cost.		
			£	s.	d.	£	s.	d.	£	s.	d.
	Brought forward										
51	Glazed stoneware pipes as in Item 50 but 15" internal diameter	lin. ft.	5	4	0	1,450	1,740	0	0		
52	Ditto ditto but 12" internal diameter	lin. ft.	0	16	0	2,700	2,160	0	0		
53	Ditto ditto but not exceeding 6" internal diameter for rainwater down pipes to sheds	lin. ft.	0	8	0	200	80	0	0		
	The measurement for items 50 to 53 inclusive to be the net effective length in the work, no allowance being made for joints or waste when pipes have to be cut.										
54	Extra for bends on pipes not exceeding 6" internal diameter	each	1	2	0	50	55	0	0		
55	Extra for eyes or junctions on 30" internal diameter pipes	each	8	0	0		112	0	0		
56	Extra for eyes or junctions on 15" internal diameter pipes	each	5	0	0					Rate only	
57	Ditto ditto on 12" internal diameter pipes	each	1	10	0	270	270	0	0		
58	Concrete-in-mass (6 to 1) in manholes on line of main drains, away from wall, neatly finished ready to receive covers, including building in stoneware pipes and rendering where necessary	cub. yd.	0	18	0	30	207	0	0		
	Measurement to be net.										
59	Concrete-in-mass (6 to 1) in inspection pits on shed drains and on roadway drains neatly finished ready to receive covers, including building in stoneware pipes and rendering where necessary	cub. yd.	6	18	0	99	641	0	0		
	Measurement to be net.										
60	Cast iron covers for manholes on 30" diameter main drains with solid lids to suit opening 1' 6" x 1' 6", including coating, bedding and fixing	cwt.	2	10	0	28	70	0	0		
61	Ditto ditto but with grating covers to manholes at the foot of cliff	cwt.	2	15	0	0	10	10	0		
62	Cast iron covers to inspection pits in sheds, on platforms and on quay in front of sheds, of an approved pattern, including coating, bedding and fixing	cwt.	3	5	0	17	55	5	0		
	Carried forward										
							£7,466	15	0		

Item No.	Description	Unit	Schedule Rate			Approximate Quantity			Approximate Cost		
			£	s.	d.	£	s.	d.	£	s.	d.
	Brought forward							7,465	15	0	
63	Cast iron in open bar pulley covers of an approved pattern 24" x 15" clear on 2' x 2' manhole of drains, including coating, bedding and fixing	cwt.	3	0	0	111	333	0	0	0	
64	Galvanized mild steel in foot irons for manhole shafts 1 1/2" diameter jagged and ends split and fish-tailed, including building into wall, fixed complete	cwt.	5	15	0	5	28	15	0	0	
65	Forming open drain along foot of cliff 2' 6" wide, x 15" deep at deepest section laid to falls to manholes, inverted with random rubble pitching, grouted with 1" concrete, and finished as specified	lin. ft.	0	9	0	900	405	0	0	0	
Total, carried to Summary on page 21								£8,233	10	0	
ROADS.											
NOTE.—The rates include all charges and contingencies that may be involved in carrying out the work in full accordance with the Contract Documents.											
66	Forming stone in front of wall of manhole in thickness of 12" and 18" and close to the packed, including preparation of formwork as per detail and including 1/2" concrete	sq. ft.	0	0	0	1,000	1,125	0	0	0	
67	Forming the taller part of the wall of manhole and including 1/2" concrete and including 1/2" concrete and including 1/2" concrete	sq. ft.	0	0	0	1,000	1,517	10	0	0	
68	Moulding concrete in front of manhole in place including all spalls back that may be required mortar joint pointing, staining, and consolidating ground around base	sq. ft.	0	0	0	1,020	510	0	0	0	
69	Hardwood timber of approved quality in level ground, including all work necessary to be done in connection with the work and including 1/2" concrete	cu. ft.	0	16	6	1,500	472	10	0	0	
Total, carried to Summary on page 21								£3,585	0	0	

SUMMARY.

	£	s.	d.
Excavation, Dredging, etc., as per page 12	93,235	0	0
Concrete blockwork, concrete-in-mass, etc., as per page 14	782,305	13	0
Stone rubble, coral rubble, filling and surfacing quay, etc., as per page 15	54,625	0	0
Ladders, bollards, etc., as per page 16	1,120	6	3
Crane road on quay, as per page 18	3,530	13	0
Drainage, as per page 20	8,233	10	0
Roads, as per page 20	3,585	0	0
	346,623	8	3
Less 12 1/2 per cent	43,331	13	6
Carried to Summary of Cost	£303,321	14	9

NOTE.—The Schedule Rates, Nos. 1 to 10 included in the above are all subject to a deduction of 12 1/2 per cent. For the convenience the deduction of this percentage has been made from the total instead of from each individual rate.

Item No.	Description.	Unit.	Schedule Rate.			Approximate Quantity.			Approximate Cost.			Item No.	Description.	Unit.	Schedule Rate.			Approximate Quantity.			Approximate Cost.		
			£	s	d.	£	s	d.	£	s	d.				£	s	d.	£	s	d.			
RAILWAYS.																							
<p>NOTE.—The rates include all charges and contingencies which may be involved in carrying out the work in full accordance with the Contract Documents, so that the railways shall be handed over to the Government in good running order and complete in every detail.</p>																							
70	Ballast of broken stone as specified laid, spread, levelled and formed to such shapes as may be directed including preparing formation level all packing, trimming, boxing up and all labours whatsoever	cub yds.	1	10	0	3,300	4,950	0	0														
The measurement will be the net quantity deposited the cube of the sleepers being deducted.																							
Laying up, cleaning and stacking material in existing railways.																							
71	Single track including sleepers	lin. yds.	0	5	0	400	100	0	0														
	switch complete	each	10	0	0	3	30	0	0														
	switch lever complete	each	2	0	0	3	6	0	0														
	switch splice complete	each	5	0	0	3	15	0	0														
	locking bar complete	each	20	0	0	Rate only																	
72	Softwood sleepers hardwood sleepers of the approved size and special sleepers of the approved size and special sleepers of the approved size and special sleepers of the approved size	cub. ft.	0	6	6	10,000	3,250	0	0														
Measured in situ.																							
	iron spikes for fixing on the per cent F. B. in iron spikes, bored and drilled and washed	ton	14			250	3,500	0	0														
	iron spikes for fixing on B.S. H. angle girths for the ends of long and short	ton	17	0		72	1,260	0	0														
	iron spikes for the standard plain iron spikes for the ends of the per cent	ton	17	0		64	1,113	15	0														
	iron spikes for the ends of approved standard with nuts and washers	ton	29	0	0	1	29	0	0														
Carried forward																							
Brought forward																							
81	Supplying only mild steel bearing plates	ton	17	10	0	25	437	10	0														
82	Supplying only mild steel screw spikes of approved pattern $\frac{3}{8}$ " diameter, and $4\frac{1}{2}$ " long under the head	ton	28	0	0	6	168	0	0														
83	Supplying only mild steel dog spikes $\frac{1}{2}$ " square and $4\frac{1}{2}$ " long over all	ton	25	0	0	31	87	10	0														
84	Supplying only mild steel coach screws $\frac{1}{2}$ " diameter and $4\frac{1}{2}$ " long under head	ton	28	0	0	14	42	0	0														
85	Supplying only cast iron distance blocks including drilling and coating	ton	20	0	0	10	200	0	0														
86	Supplying only mild steel in bolts $\frac{1}{2}$ " diameter and nuts for same through guard angles and distance blocks, including coating	ton	24	0	0	31	101	10	0														
87	Supplying only switches complete with two tongues all sole plates, distance blocks, lever rods, distance rods, rivets, bolts and all fittings whatsoever	each	35	10	0	27	958	10	0														
88	Supplying only single crossings (i.e., one intersection of rail and rail), complete with guard and wing rails, sole plates, packing blocks, rivets, bolts and all fittings whatsoever	each	39	0	0	27	1,053	0	0														
89	Supplying only crane rail crossing (i.e., one intersection of rail and rail) complete with guards and splice, rails, sole plates, distance blocks and all fittings whatsoever	each	60	0	0	8	480	0	0														
90	Supplying only diamond crossings (i.e., complete set with 4 intersections of rails) complete with guard and wing rails, sole plates, packing blocks, rivets, bolts and all fittings whatsoever	each	130	0	0	12	1,560	10	0														
91	Supplying only cast iron switch levers of approved pattern complete with box, lever crank and balance weight	each	4	0	0	27	108	0	0														
92	Laying permanent way (single track of 2 rails) straight or curved, including fixing sleepers and bearing plates, bending and cutting rails, drilling rails where cut, fitting and fixing fishplates, bolts, screw spikes, dog spikes, etc., all labours and contingencies whatsoever	lin. yds.	0	0	0	1,700	647	10	0														
The measurement will be the net length laid. Crossover roads will be measured from point of tongue to point of tongue. Curves measured on centre line.																							
Carried forward																							

Item No.	Description	Unit	Schedule Rate	Approximate Quantity	Approximate Cost
	Brought forward				19,993 0 0
93	Extra on Item 92 for laying switches (i.e. two tongues), including fitting and connecting all rods, packings, blocks, sole plates, bolts, etc., complete	each	15 0 0	13	195 0 0
94	Extra on Item 92 for laying single crossings for running rails (i.e. one intersection of rail and rail), including fitting and fixing all guard and wing rails, sole plates, packings, blocks, bolts, etc., complete	each	10 0 0	105	1,050 0 0
95	Extra on Item 92 for laying diamond crossings (i.e. complete set with four intersections of rail and rail), including fitting and fixing all guard and wing rails, sole plates, packings, blocks, bolts, etc., complete	each	25 0 0	12	300 0 0
96	Extra on Item 92 for laying crane rail crossings	each	6 0 0	8	48 0 0
97	Fixing only switch lever boxes of approved pattern, including all timber, sleepers, bolts, dogs, painting, etc., complete	each	2 0 0	37	74 0 0
98	Supplying and fixing one buffer stop consisting of bull-headed rails and hardwood timber beam complete to approved design, with bolts, fastenings and all coating	each	700 0 0	1	700 0 0
	Less 5 per cent.				19,993 0 0 999 13 0
	Carried to Summary of Cost				£18,993 7 0

NOTE.—The Schedule Rates, Nos. 70 to 98, included in the above are all subject to a deduction of 5 per cent. For the sake of convenience the deduction of this percentage has been made from the total instead of from each individual rate.

Item No.	Description	Unit	Schedule Rate	Approximate Quantity	Approximate Cost
	DOUBLE STOREY SHED				
	NOTE.—The rates include all charges and contingencies involved in carrying out the work, also for all labours associated with a building of this description, and shall include all that is necessary to complete the building in every respect and in accordance with the Contract Documents.				
	The measurement for both reinforced concrete and ordinary concrete to be the actual net quantity in the finished structure.				
	The measurement for all steel and ironwork to be in accordance with the provisions of the B.S. Specification No. 153, dated 1922				
99	Reinforced concrete piles driven as specified, including provision of shoes and testing as specified	cub ft	1 5 0	21,000	20,250 0 0
	The measurement to be the net cube of the piles, measured from point of shoe to underside of pile cap.				
100	Reinforced concrete in caps of foundation piles	cub ft	0 9 0	5,200	4,740 0 0
	The measurement to be the contents of the pile caps no deduction being made for ends of piles or beams embedded therein.				
101	Reinforced concrete in columns finished complete	cub ft	0 18 0	14,000	12,600 0 0
	The measurement to be the cube above the top of the pile caps.				
102	Reinforced concrete in horizontal beams between columns, supporting walls, doors, louvre frames, ventilators, etc.	cu ft	0 15 0	5,700	4,080 0 0
103	Reinforced concrete in upper floor and projecting platforms, including all beams carrying same, finishing surface with granolithic concrete as specified	sq yd	0 10 0	450	47,775 0 0
	The measurement to be the net area constructed.				
104	Moulded concrete (4 to 1) in plinth 10 1/2" thick set complete including mortar, grout and pointing	cub ft	0 13 0	1,100	2,015 0 0
	Carried forward				£95,060

Item No.	Description.	Unit.	Schedule Rate			Approximate Quantity			Approximate Cost		
			£	s.	d.	£	s.	d.	£	s.	d.
	Brought forward							95,060	0	0	
105	Moulded concrete (4 to 1) in doorway quoins set complete including mortar, grout and pointing	cu. ft.	13	0		2,800	1,800	0	0		
106	Brickwork 9" thick in panel walls set complete including mortar, grout and pointing The measurement to be the area of the brickwork on the exposed outer face as constructed.	sup. yd.	2	7	0	1,000	4,405	0	0		
107	Concrete-in-mass (7 to 1) in retaining wall of railway platforms	cu. yd.	5	0		380	1,900	0	0		
108	Moulded concrete (4 to 7) in coping 6" in thickness on retaining wall of railway platforms and ramps to same	cu. ft.	6	12		1,150	690	0	0		
109	Gravel bottoming 12" in thickness to form ground floor and railway platforms	cu. yd.	1	5	0	2,100	2,625	0	0		
110	Concrete in mass paving to ground floor and platforms 6" thick, consisting of 4 1/2" of 5 to 7 ordinary concrete and 1 1/2" of a 2 to 1 fine concrete finished granolithic all as specified and laid in alternate sections	sup. yd.	1	0	0	6,400	7,520	0	0		
111	Concrete-in-mass (4 to 1) in base to receive lower mild steel channel guide of sliding doors	cu. yd.	9	0	0	56	594	0	0		
112	Concrete-in-mass (4 to 1) in protective bases around columns on ground floor	cu. yd.	9	0	0	12	108	0	0		
113	Straps of mild steel between ground floor and upper floor, including all straps, supports, etc.	cu. ft.	45	0	0	6 1/2	392	10	0		
114	Galvanized mild steel in standards and in handrails on flights of stairs, including galvanized cast iron sockets let into floor, drilling holes in steel, etc., all fixed complete	cwt.	5	0	0	17	85	0	0		
115	Mild steel in roof strusses, shoe plates over columns, cantilever awning, end frames, etc.	ton	36	0	0	126	4,536	0	0		
116	Mild steel purlins, cleats and covers for same	ton	36	0	0	85	3,060	0	0		
117	Mild steel in fascia angle and baffle plate below eaves gutter	ton	36	0	0	16	576	0	0		
118	Mild steel in wind bracing	ton	36	0	0	4	144	0	0		
	Carried forward							123,385	10	0	

Item No.	Description.	Unit.	Schedule Rate			Approximate Quantity			Approximate Cost		
			£	s.	d.	£	s.	d.	£	s.	d.
	Brought forward							123,385	10	0	
119	Mild steel in lattice girders on columns to be covered with galvanized expanded metal (Expanded metal measured separately)	ton	30	0	0	76	2,844	0	0		
120	Mild steel in crane girders, including rails and fastenings fixed complete	ton	35	0	0	63	2,205	0	0		
121	Mild steel in B.S. Channels for roller paths and lower guides and angles for doors	ton	35	20	0	22	770	0	0		
122	Sliding doors, complete with rollers, hangers, bolts, locks, etc. The measurement to be the net area of opening.	sup. ft.	0	8	0	9,600	3,840	0	0		
123	Galvanized mild steel corrugated sheeting No. 18 S.W.G. on roof and gable ends, including 1/2-inch diameter "limpet" bolts and "limpet" washers to suit The measurement to be the net area covered by the sheeting when fixed in position	square 100 ft.	6	2	0	850	5,206	5	0		
124	Galvanized mild steel corrugated ridging, No. 18 S.W.G., including all necessary fastenings	lin. ft.	0	3	0	1,540	288	75	0		
125	Galvanized mild steel in eaves gutter, No. 10 S.W.G., including all necessary outlets, special ends, straps and fastenings	lin. ft.	0	0	0	1,012	455	18	0		
126	Galvanized mild steel in valley gutter No. 8 S.W.G., including all necessary outlets, special ends, straps and fastenings	lin. ft.	1	7	0	1,012	1,391	70	0		
127	Galvanized mild steel in 5" diameter down pipes with screwed socket joints, bent to required curves where necessary including all straps and fastenings and the provision of gratings over inlets	lin. ft.	0	11	0	2,060	1,533	0	0		
128	Galvanized mild steel in 4" diameter down pipes, all as Item 127 The measurement for Items 124 to 128 inclusive, to be the net effective length when fixed in position.	lin. ft.	0	10	0	660	330	0	0		
129	Galvanized mild steel in expanded metal with bars and bolts for securing same to lattice girders of Item 119	cwt.	4	8	0	70	308	0	0		
	Carried forward							142,137	8	0	

Item No.	Description	Unit	Schedule Rate	Approximate Quantity	Approximate Cost
			£ s. d.		£ s. d.
	Brought forward				£42,157 8 0
130	Galvanized mild steel in framed louvres about 5' 7" long by 3' high, on ground floor	cwt.	5 0 0	600	3,000 0 0
131	Galvanized mild steel in hook bolts, nuts and washers, for securing corrugated sheeting to purlins	cwt.	5 0 0	60	300 0 0
132	Galvanized mild steel in bolts and Lewis bolts, nuts and washers of various lengths and sizes	cwt.	5 0 0	70	350 0 0
133	Galvanized mild steel in tube liners of various lengths, fixed complete	cwt.	5 0 0	80	400 0 0
134	Mild steel in black bolts and Lewis bolts, nuts and washers, of various lengths and sizes	cwt.	4 0 0	250	1,000 0 0
135	Mild steel in protection angles at base of columns	ton	30 0 0	12 1/2	375 0 0
136	Mild steel in angle protection for arris of concrete-in-mass base for channel guides, fixed complete	ton	40 0 0	1 1/4	50 0 0
137	Mild steel in chain guard plates on balconies, fixed complete	ton	110 0 0	14 1/2	1,595 0 0
138	Galvanized cast iron drips for drainage of balconies	cwt.	8 5 0	2 1/2	20 7 6
139	Hand-rail curbs on balconies and tenders at deck openings	cub. ft.	2 0 0	360	720 0 0
140	Provision for broken package enclosure on ground floor of shed	Provisional sum			250 0 0
					£149,771 15 6
	Less 10 per cent				£14,977 3 6
	Carried to Summary of Cost				£134,794 12 0

The Schedule Rates Nos. 99 to 140, included in the above are all subject to a deduction of 10 per cent. For the sake of convenience the deduction of this percentage has been made from the total instead of from each individual rate.

Item No.	Description	Unit	Schedule Rate	Approximate Quantity	Approximate Cost
					£ s. d.
	ENGINEERS' LOCAL ACCOMMODATION.				
141	Renewals and maintenance for the duration of the Contract of the existing Quarters for Engineering Staff, Resident Engineer's Office and Inspectors' cabins as specified in Clauses 73, 74 and 75 of the Main Contract	lump sum			2,000 0 0
142	Provision for additions to existing office for Resident Engineer and to existing quarters for the Engineering Staff	lump sum			500 0 0
	Carried to Summary of Cost				£2,500 0 0

30
DAYWORK.

Item No.	Description.	Unit.	Schedule Rate.		
			£	s.	d.
LABOUR.					
NOTE.—The following rates include the use, repair and sharpening of tools, the use of consumable stores, the use and repair of stagings, wharves, workshops, plant, floating craft and appliances of all descriptions, office charges and supervision by the Contractors' agent, staff, foremen and gangers.					
143	Diver whilst engaged under water, to cover the use of apparatus and boat with crew for same, pumpers and signalmen. European Diver	hour	3	0	0
144	Mason Indian	hour	0	0	0
145	Mason's labourer African	hour	0	0	9
146	Bricklayer Indian	hour	0	2	0
147	Bricklayer's labourer African	hour	0	0	9
148	Carpenter Indian	hour	0	2	0
149	Carpenter's labourer African	hour	0	0	9
150	Doth European	hour	0	10	0
151	Doth Indian	hour	0	3	0
152	Smith's striker African	hour	0	0	9
153	Plumber Indian	hour	0	2	0
154	Plumber's labourer African	hour	0	0	9
155	Painter or Glazier Indian	hour	0	2	0
156	Fitter Indian	hour	0	2	0
157	Fitter's labourer African	hour	0	0	9
158	Riveter European	hour	0	10	0
159	Doth Indian	hour	0	2	0
160	Plater European	hour	0	10	0
161	Doth Indian	hour	0	2	0
162	Plater European	hour	0	10	0
163	Doth Indian	hour	0	2	0
164	Plater European	hour	0	10	0
165	Doth Indian	hour	0	5	0

Item No.	Description.	Unit.	Schedule Rate.		
			£	s.	d.
166	Crane Driver Indian	hour	0	3	0
167	Stationary Engine Driver Indian	hour	0	5	0
168	Locomotive Driver Indian	hour	0	5	0
169	Timberman Indian	hour	0	2	0
170	Boatman African	hour	0	1	0
171	Labourer African	hour	0	0	9
172	Boy African	hour	0	0	9
PLANT.					
173	Locomotive, including driver, fireman and rope runner if required, fuel, water and all consumable stores	hour	1	0	0
174	Steam road roller (20 tons weight) including driver, fireman, fuel, water and all consumable stores	hour	1	0	0
175	Portable steam crane, 1½ tons, including driver, fireman and banksman if required, fuel, water and all consumable stores	hour	1	0	0
176	Doth ditto 3 tons ditto	hour	1	0	0
177	Doth ditto 5 .. ditto	hour	1	0	0
178	Doth ditto 8 .. ditto	hour	1	0	0
179	Doth ditto 10 .. ditto	hour	1	0	0
180	Doth ditto 12 .. ditto	hour	2	0	0
181	Doth ditto 15 tons or over, ditto	hour	2	0	0
182	Doth ditto 20 .. ditto	hour	2	0	0
183	Goliath crane, 20 tons, including driver, fireman, banksman, fuel, water and all consumable stores	hour	2	0	0
184	Portable engine, including driver, fireman, fuel, water and all consumable stores	hour	0	0	0
185	Steam or electric pump of any type, delivering 2,000 gallons per hour, including attendance, power, fuel, water and all consumable stores	hour	1	0	0
186	Doth ditto 5,000 gallons per hour ditto	hour	1	0	0

Item No.	Description.	Unit.	Schedule Rate
187	Steam or electric pumps of any type, delivering 10,000 gallons per hour, including attendance, power, fuel, water and all consumable stores	hour	£ 1 0 0
188	Ditto ditto 20,000	hour	1 0 0
189	Ditto ditto 50,000	hour	2 0 0
190	Station water launch, including attendance, fuel and all charges	hour	2 9 0

MATERIALS

Note: The following rates cover the provision only, delivered on the site of the works of the materials described, the quality of the latter being in every case the best of its respective kind and to the full approval of the Resident Engineer.

191	Sand obtained from Andromache Reef or other approved site	cub. yd.	0 9 0
192	Sand obtained from cliff excavations	cub. yd.	0 6 0
193	Sand obtained by crushing approved sandstone to less than 1" gauge	cub. yd.	0 15 0
194	Broken stone of varying size, to form a satisfactory aggregate for reinforced concrete when mixed with sand and cement	cub. yd.	2 0 0
195	Ditto ditto for ordinary concrete ditto ditto	cub. yd.	1 3 0
196	Stone rubble in lumps of 1 cwt. and upwards	cub. yd.	0 18 0
197	Coral rubble ditto ditto	cub. yd.	0 12 0

Note: Any materials or stores other than the foregoing shall be paid for at rates to be arranged by the Resident Engineer on the basis of the market price, including freight, insurance and handling expenses, delivered on the Works of Kildudin, plus 25 per cent. for Contractors' administration charges, profit, etc.

Note: The Schedule Rates Nos. 144 to 197, included in the above are all subject to a deduction of 5 per cent.

SUMMARY OF COST

	£	s.	d.
Excavation, Dredging, etc.			
Concrete blockwork, concrete-in-mass, moulded concrete, etc.			
Stone rubble, coral rubble, filling surfacing, quays, etc.			
Ladders, bollards, etc.			
Crane road on quay			
Drainage			
Roads			
Railways, as per page 24	18,000	7	0
One double-storey shed, as per page 28	134,704	12	0
Engineers' local accommodation, as per page 29	3,500	0	0
Provision for cost of extra work in accordance with the conditions of Clause 20 (b) of the Main Contract, 5 per cent. on the above total	459,609	13	9
	22,986	9	8
	£482,599	3	5

As per Summary on page 21

SIGNED SEALED and DELIVERED by Lt. Col. James Forrest Halkett Carmichael, C.M.G., C.B.E., one of the Crown Agents for the Colonies in the presence of

(Sgd) J. F. H. CARMICHAEL.

(Sgd) ERNEST OWEN.

THE COMMON SEAL of Pauling & Co. Limited was hereunto affixed in the presence of

(Sgd) JNO. SCOTT, Director.

(Sgd) DAVID BUCHAN, Secretary.

L.S.

O.S.

TENDER

GENTLEMEN,

Having examined the nine sheets of further Drawings, Form of Contract (supplemental to Contract dated 11th July 1921), and Supplementary Specification and Schedule of Prices, relating to the proposed second extension of the Quay Wall and other works at Kilindini Harbour, in Kenya Colony and Protectorate, and having also visited and examined the site of the proposed works, or caused it to be visited on our behalf by a competent and reliable person, and having acquired all requisite information relating thereto as affecting this Tender, we, the undersigned hereby offer to construct, execute, complete and maintain the second extension in strict accordance with the Contract Documents, or with such alterations, additions or curtailments of such works as may from time to time hereafter be determined and ordered in writing, at the rates shown against the respective items in the Schedule of Prices modified by percentages specified therein.

We undertake to complete and deliver the whole of the work comprised in the second extension within the period of twenty-seven months from the date of acceptance of this Tender.

We also undertake, in the event of this Tender being accepted, to execute when called upon by you to do so, a Contract (supplemental to the Contract dated 11th July 1921) for the due execution and maintenance of the said works in the terms of the Contract Documents hereto annexed, which may be altered and added to in such manner as you may require for the purpose of adapting it to the circumstances of this Tender.

In consideration of the trouble and expense incurred by you in examining and considering this Tender, we further undertake that the same shall not be withdrawn by us before the expiration of thirty days from the date hereof but shall remain binding upon us and may be accepted at any time before the expiration of such thirty days.

Dated this First day of October, 1928.

FOR PAULING & CO. LIMITED,

(Signed) R. BAXTER,

for Secretary,

26 Victoria Street,

London, S.W.1.

TO THE CROWN AGENTS FOR THE COLONIES,

4 Millbank,

London, S.W.1.

The Instructions to persons tendering appended to the Main Contract shall be read, in so far as they apply, with this Tender.

TENDER

GENTLEMEN

Having examined the nine sheets of further Drawings, Form of Contract (supplemental to Contract dated 11th July 1921) and Supplementary Specification and Schedule of Prices, relating to the proposed second extension of the Quay Wall and other works at Kilindini Harbour, in Kenya Colony and Protectorate, and having also visited and examined the site of the proposed works, or caused it to be visited on our behalf by a competent and reliable person, and having acquired all requisite information relating thereto as affecting this Tender, we, the undersigned hereby offer to construct, execute, complete and maintain the second extension in strict accordance with the Contract Documents, or with such alterations, additions or curtailments of such works as may from time to time hereafter be determined and ordered in writing, at the rates shown against the respective items in the Schedule of Prices modified by percentages specified therein.

We undertake to complete and deliver the whole of the work comprised in the second extension within the period of twenty-seven months from the date of acceptance of this Tender.

We also undertake, in the event of this Tender being accepted, to execute when called upon by you to do so, a Contract (supplemental to the Contract dated 11th July 1921) for the due execution and maintenance of the said works in the terms of the Contract Documents hereto annexed, which may be altered and added to in such manner as you may require for the purpose of adapting it to the circumstances of this Tender.

In consideration of the trouble and expense incurred by you in examining and considering this Tender, we further undertake that the same shall not be withdrawn by us before the expiration of thirty days from the date hereof but shall remain binding upon us and may be accepted at any time before the expiration of such thirty days.

Dated this First day of October, 1928.

For PAULING & CO. LIMITED,
 (Signed) R. BAXTER,
for Secretary,
 26 Victoria Street,
 London, S.W.1

To THE CROWN AGENTS FOR THE COLONIES,
 4 Millbank,
 London, S.W.1

The Instructions to persons tendering appended to the Main Contract shall be read, in so far as they apply, with this Tender.

TENDER

CONDITIONS

Having examined the blue sheets of further Drawings, Form of Contract and Schedule of Prices, relative to the proposed and Supplementary Specifications and other works at Kilindini Harbour, in Kenya Colony and Protectorate, and having also visited and examined the site of the proposed works, or caused it to be visited on our behalf by a competent and reliable person, and having acquired all requisite information relating thereto as affecting this Tender, we, the undersigned, hereby offer to execute, complete and maintain the said extension of works in accordance with the Contract Documents or with such alterations, additions or modifications in such works as may from time to time hereafter be determined and ordered in writing of the said Engineer, against the respective items of the Schedule of Prices modified by percentages specified therein.

We undertake to complete and deliver the whole of the work comprised in the second extension within the period of twenty months commencing from the date hereinafter mentioned.

We warrant and undertake, in the event of the said extension of works being ordered, to execute the same in accordance with the said Specifications and drawings, and to be bound by the conditions of the said Contract Documents hereinafter annexed, which may be altered or added to from time to time, as may require, for the purpose of carrying out the programme of work of the Tender.

I, the undersigned, do hereby warrant and undertake, in the event of examining and tendering this Tender, we further undertake that we shall not be withdrawn from our bid, and that we shall not be bound to accept it at any time before the expiration of such thirty days.

Dated at Mombasa, this 11th day of July 1923.

For the Proprietor, C. J. LEWIS
By R. PANTELLO
Contractor
10, Market Street
Mombasa, SW.

To The Engineer, Government
Mombasa

The undersigned hereby warrant and undertake that we shall not be withdrawn from our bid, and that we shall not be bound to accept it at any time before the expiration of such thirty days.

Dated 22th November 1928.

KENYA.

KILINDINI HARBOUR.

Contract

FOR THE

Second Extension of the Quay Wall,
Reclamation, Shed and Works in con-
nection therewith at Kilindini Harbour
(Supplementary to Contract dated 11th July 1921)

WITH

Supplementary Specification, Schedule of
Prices and Form of Tender.

E. F. TURNER & SONS,

110 Leadenhall Street, E.C.3.

Solicitors.

25

32



ALL COMMUNICATIONS TO BE ADDRESSED TO THE CROWN AGENTS FOR THE COLONIES. THE FOLLOWING REFERENCE AND THE DATE OF THIS LETTER BEING QUOTED.

4. MILLBANK, WESTMINSTER, LONDON, S.W.1.

E. 321/16/11.

TELEGRAMS: "CROWN, LONDON." TELEPHONE: 7520 VICTORIA.

NOV 28 22nd November, 1928.

Sir,

I have the honour to enclose for the information of the Secretary of State a copy of a letter from Messrs. Goode, Wilson, Mitchell and Vaughan-Lee, from which it will be seen that they propose to charge for their services in connection with the second extension of the Quay Wall at Kilindini, the contract for which was recently let to Messrs. Pauling and Company Limited, at the same rate as for the extension now nearing completion, viz: 3 1/2% on the cost of the undertaking, making no charge for preliminary work prior to the letting of the contract.

2. These terms appear reasonable and we shall be glad to have the authority of the Secretary of State to accept them.

I have the honour to be,

Sir,

Your obedient servant,

J. B. ...

for Crown Agents.

20.11.28.

11 JAN 1929

Copy Sec. 31- A/P

16/11/28

The Under Secretary of State, COLONIAL OFFICE.

E. 321/16/11.

33

MESSRS. COODE, WILSON, MITCHELL, & VAUGHAN-LEE CO. LTD. TO THE CROWN
AGENTS FOR THE COLONIES.

9, Victoria Street,
London, S.W.1.

20th November, 1928.

KILINDINI HARBOUR SECOND EXTENSION.

Gentlemen,

With reference to the second extension of the quay wall and allied works for which a Contract has just been let, it would appear desirable that our remuneration in connection with the design and construction of the work should be fixed.

2. We suggest that the present arrangements, under which we receive a commission of 3½ per cent. on the cost of the work now in progress, should continue for the extended work. As, however, the new work is a further continuation of the main Contract, we do not propose to make any charge for the preparation of the Contract Drawings and other documents up to the time of letting the new Contract.

We are,

Gentlemen,

Your obedient servants,

For COODE, WILSON, MITCHELL, & VAUGHAN-LEE,

(Sgd.) H.H.G. MITCHELL.

E. 321/16/11.

MESSRS. COODE, WILSON, MITCHELL, & VAUGHAN-LEE CO. LTD. TO THE CROWN
AGENTS FOR THE COLONIES.

9, Victoria Street,
London, S.W.1.

20th November, 1928.

KILINDINI HARBOUR SECOND EXTENSION.

Gentlemen,

With reference to the second extension of the quay wall and allied works for which a Contract has just been let, it would appear desirable that our remuneration in connection with the design and construction of the work should be fixed.

2. We suggest that the present arrangements, under which we receive a commission of $3\frac{1}{2}$ per cent. on the cost of the work now in progress, should continue for the extended work. As, however, the new work is a further continuation of the main Contract, we do not propose to make any charge for the preparation of the Contract Drawings and other documents up to the time of letting the new Contract.

We are,

Gentlemen,

Your obedient servants,

For COODE, WILSON, MITCHELL, & VAUGHAN-LEE,

(Sgd.) H.H.G. MITCHELL.

Mr. Eastwood *SIX*
Mr. Allen *31 P*
Mr. Bottomley
Sir E. Harding
Sir J. Shuckburgh
Sir G. Grindle
Sir C. Davis
Sir S. Wilson
Mr. Ormsby-Gore
Lord Lovat
Mr. Amery

X.15868/28/KENYA
Downing Street,
5 October 1928
29

NY
51
54

Sir,

I have etc. to refer to
your confidential telegram Number
286 of the 29th of October regard-
ing the ~~construction of an addition~~ *extension of the*
Deep Water Quay at Kilindini,
and to enclose for your informa-
tion the accompanying copies of ~~the~~
correspondence with the Crown

regarding the contract
Agents on the matter.
with Messrs' Harling & Co
I have etc.
for the construction of the
new works.

DRAFT.

KENYA

Governor

Confidential (2)

To the Crown Agents, 18th Aug.
No. 12 on file, without encls.
From the Cr. Agents, 4th Oct.
No. 15 on file - with ~~encls.~~ *encls.*
To the Cr. Agents, 29th Oct.
No. 23 on file, without encls.

Re-circulate.

Lans

(Signed) C. S. AMERY

X. 15268. 29
Kenza

23
35

- Mr. *W. M. Allen 29/10*
- Mr. *Paterson 29/10*
- Mr.
- Mr. Bottomley.
- Sir E. Harding.
- Sir J. Shackburgh
- Sir G. Grindle.
- Sir C. Davis.
- Sir S. Wilson
- Mr. Ormsby-Gore
- Lord Lovat.
- Mr. Amery.

(No 21)

DRAFT. Cases:
V. mammals

The Crown Agents
for the Colonies

BND
Copy to Gov (Conf 11)

See last no 206 : 28 Oct
(No 22)

Superintendent 24 Oct 28

Genl,
with ref. to the

Letter from this Dept of the
29th
of October I am to be

transmit to you the acc.

Copy of ^a further ~~letter~~

~~letter~~ from the Governor

of Kenya regarding the

proposed extension of the

deep-water quay at

Milindini for approximately

750 feet beyond the

No 4 (as under

construction) other

works.

L. R. Amery

N. 15268. 29
Kenza

23
35

- Mr. ~~W. M. C.~~ 29/10
- Mr. Pakenham 29/10
- Mr. Bottomley
- Sir E. Harding
- Sir J. Shackburgh
- Sir G. Grindle
- Sir C. Davis
- Sir S. Wilson
- Mr. Ormsby-Gore
- Lord Lomet
- Mr. Amery

Superintendent

29 Oct 28

Genl

will ref. to the

Letter from this Dept & the
29th
of October I am to

(No 71)

transmit to you the acc:

a
Copy of further letter

~~dated~~ from the Governor

of Kenia regarding the
proposed extension of the

deep water quay at

Milindini to approximately

750 feet beyond the

No 4 (and under

construction) other

works.

L. R. Amery

DRAFT. Cars
V. minerals

The Crown Agents
for the Colonies

5 NOV 1928
Copy to Genl (ref 12)

Rel copy No 206 : 28 Oct 28
(No 22)

now approves of your accepting
the tender of Messrs Pauling
to construct these and
works at a total cost,
including contingencies, of
₹ 4,825,90

3. You will observe that
it has been decided to obtain
the clauses proviso 9 (a)
in the contract / ~~as proposed~~ for ~~the~~
the construction of the railways
at the tender price of ₹ 15,99,3 subject
to an option to the Govt to ~~construct~~
to construct them, if the option is
exercised within three months &
that ~~the~~ through railway connection
& ~~provision~~ at the north end of the works shall
be given by the 31 Dec 1929.

4. It is proposed that
after the contract, when signed,
will be provided to the Govt &
managed by the District Engineer.

I am
Yours
Sd/-
Sd/-

23.

26

TELEGRAM from the Governor of Kenya to the Secretary of State for the Colonies.

(Dated 29th October Received Colonial Office 11.16.a.m. 29th October, 1928.)

Urgent,

Confidential. No. 286. 29th October.

(20) Your telegram of 26th October Confidential.

Kilindini Tender. Intention was that Kenya should have option of accepting Pauling's tender inclusive of or exclusive of railway connection provided so far as latter is concerned a decision was given within 3 months. The position with regard to the through railway connection is noted. I am advised by the General Manager that tender in its present form be accepted.

Copy to ...
5 NOV 1928

20
Cabled sent
24/10/94
26/10/94

Mr. Acol 26.10.94

X. 152697

Henry

Mr.
Mr.

X Mr. Bottomley 26.10.28

- Sir E. Harding.
- Sir J. Shuckburgh.
- Sir G. Grindale.
- Sir C. Davis.
- Sir S. Wilson.
- Mr. Crasby-Gore.

Lord Leval.
Mr. Amery.

Con: in

And by 27/10 To go complete
A. E. U.
Acol 26.10.28

DRAFT.

Zel (Code)

Immediate
Governor
Naerat

Copy to ca. 29 Oct/28 Ric.

26 October Confidential
 you tel. of 25 October
 No. 280 o as
 contract ~~is~~ allows Government
 option exercisable
 within 3 months to
 construct rail ways
 suggestion in para 1
 of you tel. not
 understood o of option
~~not exercised~~ Government
 ultimately wish
 contractors to construct
 advantage of ~~from~~ firm
 price will have been
 unless ~~higher~~
 post ~~to~~ the ~~circumstances~~
 for such construction subject

Copy of No. 19 + this
 to go to C. Agones
 on his 27. 10/94
 No. 17 not taken
 then Sat. 27 Oct.

If done sent by hand
 29/10/28. (Printed version
 of copy of called paper)
 29/10.

The option is to be decided by the
Honourable Member to be
retained or provision for construction
of railways subject to option
as above

As regards ~~of~~ rail
connection with SHIMANZI

para 5 (B) of your dip. No. [1003]

314 of 15 June laid down
condition that ~~an~~ additional
wall & filling shd be completed

& other works expedient to
benefit of ~~the~~ such connection
as soon as possible

workable and the clause inserted
in contract provides for such
connection not later than 31st

December 1929 see my copy
of 1st October

MITCHELL [1006]

states that under contract
berths 3 and 4 date for
through connection wd have
been 11 November 1929

date of completion if earlier
is his clear recollection
but he printed

- Mr.
- Mr.
- Mr.
- Mr. Bolland
- Sir E. Harding
- Sir J. Shackburgh
- Sir G. Grindle
- Sir C. Davis
- Sir S. Wilson
- Mr. Ormsby-Gore
- Lord Epsom
- Mr. Amery

DRAFT.

late General Manager
who said that he wd
be satisfied ~~to~~ provided
that whatever happened
through communication
would be available by
end of 1929

It is certain that if
I maintain your
suggested condition which
imports entirely new
requirement extra
cost will be incurred
and delay will arise

In view of urgency
of matter I propose to
authorize Com. Agent
for Lond. to accept the
tender ^{on} 30th October
in its present form
unless I hear

from you to the contrary
by the 29th October

I am

REC'D
SECRET
C.O. OFFICE
GE

29 19

15268/28K

Telegram from the Governor of Kenya to the Secretary of State for the Colonies.

Dated 25th October, 1928.

(Received Colonial Office 11.54 a.m. 25th October, 1928.)

Urgent.

No. 16

No. 280. 25th October. Confidential. Your telegram of 5th October Confidential. Paulings tender for construction of 750 feet quay extension railway and double storey shed(s) at Kilindini.

Tender may be accepted exclusive of railway track and fittings as this matter is being considered further and as it is noted that contract allows for construction by Government if option exercised within 3 months.

Am advised that tender should contain provision under which contractors are required to leave open rail connection between better No. 4 berth and Shimanzi with standard clearance on both sides throughout period of construction of No. 5 berth. This was made clear to Mr. Mitchell consulting engineer but it seems ~~un~~advisable to draw attention to this provision so that it shall not be overlooked.

In addition to the tender of £440,617 for the quay wall and shed(s) and the sum of £22,980 for contingencies quoted in your telegram the sum of £91,284 is estimated for to cover works and other charges including water supply electric fittings railway connection supervisor and interest during construction.

I am glad to see therefore that a reduction of £48,119 has been effected upon the sum of £603,000 vide your telegram of 17th August Confidential. A corresponding deduction should be made in the figure given in my despatch of 21st September Confidential 88 on the general loan position.

Amad. Cal 26/10/28
Copy to Ca. 29/10/28 B.C.

No 11

Recd on 18/10/28 Kenya
W. H. Allen

X 1526/1st Kenya 40/5

Mr. Cecil J. Cox

Mr.

Mr.

Mr. Bellamy 5.10. claim

Sir E. Harding

Sir J. Shackburgh

Sir G. Grindie

Sir C. Davis

Sir S. Wilson

Mr. Ormsby-Gore

Lord Lovat

Mr. Anson

Approved 19

2 NK

curia

~~9/10~~

Codes + Seal
6.10 pm
15.10.28
C.D.

DRAFT. Fee (code) (no. 11)

Important

Governor
Malindi

revised confidential
my conf. tel. of 17 August
Panting's net price for
750 feet quarry extension
exclamation etc. £305,822
roadways £18993 double
storey shed £734795
total £459610
This represents reduction
of £46398 as
compared with prices for
current work. To
above net price must
be added five per cent
for contingencies
viz. £22980

Copy to C.A. in the
presence

8 OCT 1928
C.D. to Z.A.

gross total of 482,590. Work
to be completed within 27 months
of date of acceptance of tender.

Conditions of contract that through
railway communication at various
stages of work, is given by 31st

December 1929. Consulting
Engineers & Crown Agents for Col.
consider offer quite satisfactory
& recommend acceptance.

Price for railways. Included in
~~contract~~ offer but contract gives
Government power to construct
railways themselves if option
exercised within 3 months.

Consulting Engineers suggest
decision as to building railways
be left until full particulars
have reached Colony. Offer

offer remains open until 30th
October. Early decision
desirable. It should be stated

for wireless telegraph as there is
no wireless telegraph. This tender
may be accepted.

[This is not
in offer as
suggested by
C. E., but
I will see
you first if in
the col. - see
para 5 (b) 2
or 3.]

PCB

41
15



ALL COMMUNICATIONS
TO BE ADDRESSED TO THE
CROWN AGENTS FOR THE COLONIES
THE FOLLOWING REFERENCE AND THE
DATE OF THIS LETTER BEING QUOTED.

4, MILLBANK,
WESTMINSTER,
LONDON. S.W. 1.

C. 490/8/2

TELEGRAMS: CROWN LONDON
TELEPHONE: 7730 VICTORIA

OCT 1928 4th October, 1928.

Immediate

Sir,

I have the honour to refer to your letter
No. 15268/28 of the 18th August, transmitting copy of a
despatch from the Governor of Kenya of the 15th June and
other papers, regarding the proposed extension of the deep
water quay at Kilindini for approximately 750 ft. beyond
berth No. 4 (now under construction) and other works.

70181

2. A copy of your letter with its enclosures was
forwarded to the Consulting Engineers who were instructed
to obtain from Messrs. Pauling & Co. an offer for the
construction of the proposed quay extension. We now
enclose a copy of a letter of the 3rd October which we have
received from the Consulting Engineers from which it will
be seen that Messrs. Pauling & Co. are prepared to enter
into a contract to construct the additional works at a
total cost including contingencies of £482,590.

5 NOV 1928

3.10.28.

Copy to Gen. Comd's
22 Oct

3. The Consulting Engineers in paragraph 4 of their
letter point out that Messrs. Pauling & Co's offer
represents a reduction of £46,398 compared with their present
contract rates; this is equivalent to a reduction of
slightly over 9%. The Consulting Engineers consider

/the offer

The Under Secretary of State,
COLONIAL OFFICE.

k

CA

the offer satisfactory and recommend its acceptance.

7012

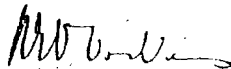
4. Paragraph two of your letter of the 18th August drew attention to the necessity of including a condition in the new contract to the effect that the additional quay wall and filling be completed and other works expedited sufficiently to permit of through railway communication to the deep water berths from the Shimanzi ends as soon as possible. It will be seen from paragraph 6 of the Consulting Engineers' letter that it has been made a condition of the contract that through railway communication at the Shimanzi ends of the works is given by the 31st December, 1929.

9. It will be observed from paragraph 9 of the Consulting Engineer's letter that Messrs. Pauling & Co's offer is open for a period of 30 days expiring on the 30th of this month, it is important therefore that an early decision be reached.

I have the honour to be,

Sir,

Your obedient servant.



for Crown Agents.

FROM MESSRS. COODE, WILSON, MITCHELL & VAUGHAN-LEE,
TO CROWN AGENTS.

9, Victoria Street, S.W.1
3rd October, 1928.

KILINDINI HARBOUR SECOND EXTENSION

Berth No. 5.

Gentlemen,

In compliance with your letter E. 430/8/2, dated 22nd August, 1928, and enclosures, we prepared the necessary documents for the extension of the deep water quay now in progress at Kilindini, and for a double storey shed and for other works in connection therewith.

2. As requested in paragraph 3 of the above letter, we have obtained from Messrs. Pauling & Co., Limited, a price for this work, and now enclose their tender.

3. The schedule rates, as written in Messrs. Pauling & Co's current Contract, were all subject to a reduction of 2½ per cent., and their quotation for the further work now proposed has been arrived at by varying the percentage reduction from the above-mentioned current schedule rates, namely:-

(a) 12½ per cent off the work in connection with the Wharf, reclamation, etc.

(Items 1 to 69 inclusive.)

(b) 5 per cent off the railway work.

(Items 70 to 98 inclusive).

(c) 10 per cent off the work in connection with the Shed.

(Items 99 to 140 inclusive)

4. Messrs. Pauling & Co's price for the new work amounts to £459,609:13:9d. Applying the existing rates to the quantities for the new work, the total amounts to £506,007:14:9d. The reduction in price that Messrs. Pauling & Co. offer, as compared with their present contract, is therefore £46,397:11:0d.

5. The above figures do not include the five per cent provision for contingencies, which has not been taken into account when making the comparison.

6. By Clause 9, it is a condition of the contract that through railway communication at the north (Shimani or Magadi) end of the works, is given by the 31st December, 1929.

7. Under Clause 23 (B) of the Contract the Government may within three months of the date of the contract elect to let the railways themselves.

8. We consider the price quoted quite satisfactory and recommend that Messrs. Pauling & Co's tender be accepted.

9. Messrs. Pauling & Co. have expressed upon us the anxiety to finish their work as soon as they are concerned of coming to an early decision, as track-laying on the present work is already completed and they are retaining in Kilindini, a staff, which in the ordinary course would have been released, in anticipation of receiving the order to proceed with the proposed extension. In view of the above, Messrs. Pauling & Co., in the first instance, proposed to make the period during which their tender remains open, 14 days but after discussion agreed to

/leave

leave it open for 30 days, which period expires on the 30th of this month.

10. You will note that the period required for the completion of the works comprised in the second extension is 27 months from the date of acceptance of the tender. This we consider reasonable.

11. If, as we understand, it is proposed to cable the particulars of the tender to the Colony, we suggest that a cablegram in the following terms be sent:-

"Pauling's net price for 750 feet quay extension, reclamation, etc., £305,522, railways £18,993, double storey shed £134,795 making total £459,610. This is a reduction of £46,398 as compared with prices for current work. To above net price must be added five per cent provision for contingencies amounting to £22,980, making gross total £482,590. Work to be completed within 27 months of date of acceptance tender, Consulting Engineers consider the offer quite satisfactory and recommend acceptance. Price for railways included in offer but Contract gives Government power to construct railways themselves if option exercised within 3 months. Consulting Engineers suggest decision as to building railways be left until full particulars have reached Colony. Pauling's offer remains open until 30th October. Early decision desirable".

We have the honour to be,

Gentlemen,

Your obedient servants,

for COODE, WILSON, MITCHELL & VAUGHAN-LEE.

(Sgd) H.H.G. Mitchell.

13

Mr. Allen 2/18

Mr. [unclear]

Mr.

Mr. Bottanley.

Mr. E. Harding.

Mr. J. Shuckburgh.

Mr. G. Grindle.

Mr. C. Davis.

Mr. S. Wilson.

Mr. Ormsby-Gore.

Lord Lovat.

Mr. Amery.

F.13266/28 Kenya

22 AUG 1924

S 3

Downing Street.

27 August, 1924.

DRAFT.

KENYA

CONFIDENTIAL (2)

Gov. Trigg.

(Not)

31 AUG 1924 Sir,

I have the honour to confirm my

telegram of the 17th of August in which,

subject to a satisfactory reduction in

the estimated cost of the contract por-

tion of the work, I conveyed to you

approval for the immediate extension of

the deep water quay at Kilindini for

approximately 750 feet beyond berth

No. 4, and for the construction of a

double storey transit shed similar to

the type now in existence at berths

Nos. 1 and 2 - these works to be

carried out by contract, and (b) the

construction.

To Treasury 3rd August (No. 4)

Fr. Treasury 17th August (No. 10)

To Crown Agents 16th AUG (No. 12)

Delivered by the

Letter 11, 12 Aug 24
Present of note.

construction of an oil quay departmentally,
under the supervision of the Consulting
Engineers.

2. I enclose, for your information, a
copy of the correspondence with the Treasury,
together with a copy of a letter which I
have caused to be addressed to the Crown
Agents for the Colonies. You will observe
from the last paragraph of the Treasury
letter of the 17th ~~of~~ August that, subject
to the warnings in paragraphs 13 ~~of~~ ¹⁴ 15 of
the Treasury letter of the 20th ~~of~~ April,
~~that~~ a copy of which accompanied my Conf.
despatch of the 17th ~~of~~ May, the Honble
Commissioners ^{have} agreed to the total borrowings
sanctioned ~~in that letter~~, namely, £10,400,150
being increased by an amount equivalent to
the cos. of these works, after allowing for
any reduction in respect of the portion to
be carried out by contract.

(No 10)

(53 on 15006).
in part

3. I shall be glad to receive in due course
a revised
the final estimate of the addition to be made
to

to the sanctioned borrowings on
account of these works.

I have, etc..

(Signed) L. S. AVERY

12 48

Mr. Allen
Mr. Parkins
Mr.
Mr. Bottomley.
Sir E. Harding.
Sir J. Shuckburgh
Sir G. Grindle.
Sir C. Davis.
Sir S. Wilson
Mr. Ormsby-Gore.
Lieut. Lovat.
Mr. Amery.

X.15261/20 Kenya

Ans'd 15

18 AUG 1928

S/S
Supt. tank

Downing Street
18 August, 1928.

consent v. minute.

DRAFT.

MEMO NO. 13.113

(not) 10203/25

Gentlemen,
This letter with reference to previous the development & the development of the water

the cost at Mombasa
Mombasa at Kilindini, I am etc. to
transmit to you the accompanying copy
of a despatch from the Governor of
Kenya No. 10 of the 11th June, together
with a copy of a telegram from the
Secretary of State from which you will
see that approval has been given for
(a) the immediate extension of the deep
at Kilindini
water quay for approximately 750 feet
to meet berth No. 4 (now under construc-
tion) and for the construction of a
double-storey transit shed similar to
the type now in existence at Mombasa.

Mr. Gov. Kenya No. 314
11th June (no 3)

Del. to Gov. Kenya
Agent
18/8/28

* Make 2 copies of
each for encl. in
this letter

2 drafts

5 NOV 1928
Copy to Gov. Conf (2)
Copy to Gen. Conf (2)

100

Nos. 1 and 2 - these works to be
carried out by contract, and (→)

ch
the construction of an oil ~~jetty~~ ^{Quay}
departmentally, under the supervision
of the Consulting Engineers. You will

also observe that this approval has
been given subject to a satisfactory
reduction being obtained on the
estimated cost of the contract portion
of the work.

2. I am to request that you will
now proceed as indicated in the tele-
gram ^{from} ~~to~~ ^{Sect} ~~to~~ ^{the} ~~Department~~ with a view to
obtaining a tender for the contract
portion of the work, and a design for
the oil ~~jetty~~ ^{Quay}. As regards the former,

I am to invite your attention to para.
5(b) of the Governor's despatch No.314
of the 1st June, from which you will
note that the new contract should
include a condition that the additional

quay wall and filling be completed and
other works expedited sufficiently to
permit of through railway communication
the *berths*
to deep water from the Shantung end as
soon as possible.

I am, etc.,

Wm. C. CRAWFORD, JR.

Mr. Allen 17/8

X.15266/29 Kenya

copy to ... 17/8 50

Mr. Parkinson

Patone

Mr.

Mr. Bottomley

Mr. E. Harding

Mr. J. Shuckburgh

Mr. G. Grindle

Mr. C. Davis

Mr. S. Wilson

Mr. Ormsby-Care

Lord Lovat

Mr. Amery

qk

17 August 12
Confidential

Reason y. minute.

DRAFT Telegram. (Code)

Governor Nairobi.

Copy to ... 15 Aug 1928

Your despatch No. 314 of the 10th June your telegram No. 13th August with concurrence of Lords Commissioners of Treasury I approve immediate construction of 80' x 5 berth 120 feet double storey shed and oil quay Kilindini subject to satisfactory reaction on estimated cost of contract portion of work Crown Agents for the Colonies are being requested to obtain tender from present contractors for additional length of deep water quay and shed Crown Agents also obtaining from Consulting Engineers design for oil ^{quay} ~~shed~~ which I agree should be constructed departmentally.

2 drafts

SACOR

Recd file

51/10

Any reply to this letter should be addressed to—

THE SECRETARY,

TREASURY,

WHITEHALL, LONDON, S.W.1,

and the number, number quoted



TREASURY CHAMBERS.

August, 1925.

S.3295/22.

Sir,

Port

I have to refer the Lords Commissioners of His Majesty's Treasury, Mr. Addison's letter of the 3rd instant, 1925, and the accompanying copy of a despatch from the Governor of Kenya, together with a memorandum from the General Manager of the Kenya-Uganda railway regarding the further development of the Port of Mombasa, and to request you to convey to

the Secretary of State the following report:

The Lords ascertain that after a local inquiry in Kenya, His Majesty's Government decided to improve this port, the construction of two water wharves at Kilindini. The wharves were completed of which Nos. 1 and 2 have been opened to traffic. It is upon the point of completion. It is now proposed to construct No. 3 with a double storey transit shed and an oil jetty at a total estimated cost of £265, 000.

Letter to Secy of State (2)

By

The Under Secretary of State,
Colonial Office.

Telephone No.: VICTORIA 1234.

51/10

Any reply to this letter should be addressed to—
THE SECRETARY.

TREASURY,
WHITEHALL, LONDON, S.W.1.
and the following in the margin



TREASURY CHAMBERS.

1 August, 1928.

S.32902/02.

30

Sir,

Nov 1

I have laid before the Lords Commissioners of His Majesty's Treasury Mr. Parkinson's letter of the 3rd instant, (15265/26) and the accompanying copy of a despatch from the Governor of Kenya, together with a memorandum from the General Manager of the Kenya-Uganda Railway regarding the further development of the Port of Mombasa, and I wish to request you to convey to

the Secretary Amery the following reply:—

Copy to Sec. Comf (2) -

The Lords understand that after a local Commission of Enquiry in 1905 Mr. Amery decided to improve this port by the construction of deep water wharves at Milindini. Six wharves were contemplated of which Nos. 1, 2 and 3 have been constructed and No. 4 is upon the point of completion. It is now proposed to construct No. 5 with a double story transit shed and an oil jetty at a total estimated cost of £668,000.

My

The Under Secretary of State,
Colonial Office.

My Lords recognise that it is important that the general development of Kenya and Uganda should not be held up by Port congestion, and in view of the recent heavy expenditure upon railway and allied transport works they agree that it may be assumed that wharf No. 5 will be required in due course.

It is suggested that the work should be put in hand forthwith in order that advantage should be taken of the present organisation of the contractors, but it is not stated what saving in cost might be anticipated on this account. It is, of course, obvious, that, although such an arrangement will undoubtedly enable the contractors to carry out the work at less cost to themselves, their tender is bound to be influenced by the knowledge that there are virtually no competitors. My Lords would be unable therefore to accept as conclusive this argument for an early start, if it stood alone.

It

It is however urged that the past rate of development and future prospects of the port are such that the wharf will be required in some 2 to 3 years from the present date, i.e. as soon as it can be completed if the contract is placed forthwith, and although the reports of the Loan Committee and of the Imperial Shipping Committee in 1926 would suggest that the needs of the port could be met by wharves No. 1, 2, 3 and 4 combined with the use of lighterage, My Lords are prepared to accept the more recent estimate of the requirements of the port.

Their Lordships have recently had occasion to examine the financial position of the Kenya Uganda Railway, Kenya Colony and the Uganda Protectorate; and in view of the considerations advanced in Treasury letter of the 20th April 1928 S.32902/01 and of the 9th instant S.32579 they would have been most reluctant to sanction the present proposal unless an equivalent reduction were made in other items of the loan works programme already sanctioned.

They have, however, been furnished semi-officially with a copy of a telegram dated the 13th instant from the Governor

15006/28
No. 29

No. 29

Governor

Governor of Kenya, in which he states that it is
not estimated that the railways and allied services
will show a surplus of £500,000 for 1928, after
providing for loan charges, but excluding any provision
for appreciation or betterment, as compared with the
estimate of £274,289 furnished in his despatch of the 20th 2/19/28 Uga.
5th May 1926. This will allow the full depreciation
reserve calculated at 3% on the wasting assets of over
£10,000,000 to be set aside, and provide a margin for
betterment and to meet the loan charges on the funds
required for E. S wharf at Kilindini; and in these
circumstances My Lords will raise no further objection to
the proposed wharf and oil jetty being put in hand
forthwith at an estimated cost of £680,000 (to be reduced
as far as possible by negotiation with the contractor),
with an equivalent increase in the total borrowings
sanctioned in Treasury letter of the 20th April 1926 viz.
£10,400,151, subject generally to the warnings uttered
in paragraphs 13 and 15 of ~~Treasury~~ ^{but} letter.

I am,
Sir,
Your obedient servant,

R. V. Munn *R. V. Munn*

Original regd 15006/28 Kenya
(Ken)

TELEGRAM from the Governor of Kenya (Mombasa) to the Secretary of State for the Colonies.

(Dated 13th August Received Colonial Office 4.48 p.m. 13th August, 1928.)

No. 6 Your telegram dated 3rd August Confidential

Report of General Manager of Railway is being despatched to you with reply of Colony to all points raised in your despatch Confidential of 19th May and enclosures. So far as Railways are concerned General Manager points out (i) that £918,000 from Guaranteed Loan transfer not now required (ii) that £1,814,000 for a further transport service is now reduced to £792,000 to cover (a) £606,800 for No. 5 deep water quay and oil berth, Kilindini and (b) £125,000 for Kenya branch line(s) being discussed but not yet authorised (iii) regarding estimated result working railway and harbour reference should be made to High Commissioner's despatch of 8th May which shows that no deficit is expected to occur during any year up to 1931 and that actual result of working for 1928 will be considerably better than previously forecast 1928 now being expected to yield over £500,000 for renewals and betterment fund. Revised estimate for subsequent years prepared by the General Manager shows that in the absence of serious drought and other abnormal circumstances he expects that annual results to 1931 will not be worse than in this year after allowing for some further rate reduction beyond £125,000 reduction made this year.

(iv) It is absolutely necessary that £268,000 for additional deep water berths and oil jetty at Kilindini be authorised immediately otherwise cost will be considerably increased. Reasons for this are explained in my despatch of 15th June No. 514 whilst in Sir

No. 3
No. 7 Jacob Barth's despatch of 26th July No. 457 it is reported in answer to point(s) raised by your telegram of 19th June that all expectations following upon construction of deep water berth and transit sheds at Kilindini have been absolutely realised.

59 7
TREASURY CHAMBERS,
WHITEHALL, S.W. 1.

In reply
please quote Regd. No.

9.38902/02.

13th August, 1928.

Dear Parkinson,

No. 5
I have been looking at your letter of the 3rd instant (13258/28) about the proposed further development of the Port of Bombay. It is unfortunate that a matter of such urgency about which the Government wrote to you on the 15th June, should only reach us just before the August Bank Holiday, as it hardly gives us time to examine the matter fully, if the contract is to be placed before September. Perhaps, therefore, you would come over tomorrow afternoon *at 3.30 if possible* to discuss it with us further.

The points that suggest themselves to us on first examination are the following :-

(1) You make no reference to the Report of the Imperial Shipping Committee on the control and working of the Harbour (Command 2713 of 1925). That Report, however,

A.G.C. Parkinson, Esq., O.B.E.,
Colonial Office.

however, obviously thought that there was danger of your going ahead too fast with these deep water wharves, see paragraphs 17-23. Indeed they seem to be doubtful whether it would be prudent to construct immediately even wharves Nos. 3 and 4. They further recommended (par. graph 23) that the construction of further wharves should be decided by the test of practical experiences, and this can best be supplied by free competition between lighterage and existing wharves. Can you say whether such free competition was actually permitted and what is the present proportion of tonnage to be handled by lighterage and at wharves respectively? In this connection, I notice from Kenya Letters No. 19 of 4th August, 1926, reprinted in that Circular No. C.O.569, 28, that there is some danger of competition between Kilindini and Tanga, with the threat of diversion of traffic to the latter by re-connection of railway routes.

Prison explained as in connection with H.M. Mochale & Mwanjary ref. to (C.O. 112) (No. 91 in X. 100192) Mwanjary

Explained presence further that that Tanga was not subject to M.W. Tanga was with a M.W. Mochale M.W. Mochale M.W. Mochale

rates. Is there any likelihood of this having serious effect on the tonnage delivered at Kilindini?

(2) I feel that the more weight should be attached to the Committee's Report because at the time when they reported, they must, presumably, have been aware of the steady growth in the Colonies trade (it is true that there was a slight setback in progress in 1926, at the time that they were reporting but they do not refer to this in their Report, and it is presumed, therefore, that they regarded it as only temporary as, indeed, it has proved). Yet, at the rate of progress between 1922 and 1926, the capacity of the Report with the two deep sea wharves then in existence (say, 480,000 tons) would have been greatly exceeded in another year or two, if orders had not been given by the Secretary of State at a date subsequent to that Report to proceed immediately with the construction of Wharves Nos. 3 and 4. It seems evident, therefore, that the Committee contemplated that any such possible increase of tonnage could be handled by means of lighterage if necessary; and I should be glad to know to what extent this could

KENYA

No. 407



57 Y
GOVERNMENT HOUSE
NAIROBI
KENYA

7 AUG 1928

16 JULY 1928

Sir,

With reference to your telegram of the 15th June requesting further information in regard to the proposed provision of additional quays at Kombasa, I have the honour to inform you that particulars of the traffic earnings referred to in the Governor's telegram of the 17th June are set out in paragraphs 7, 8 and 9 of the memorandum by the General Manager which formed an enclosure to Kenya despatch No. 314 of the 15th June.

(No. 1)
(No. 3)
2. In regard to the second point raised in your telegram, the following is an extract from a report by the Port Manager in this connection:-

"All the expectations of those who promoted the construction of a deepwater quay and transit sheds at Kilindini Harbour are being amply justified, i.e.

- (a) quick turn-round of ships.
- (b) Virtual disappearance of the damage to cargo which was previously caused by double handling via lighters.
- (c) Disappearance of the pilfering which formerly occurred from lighters.
- (d) Greatly improved comfort, convenience, and dexterity in dealing with passengers and their baggage.
- (e) Improved methods in the supply of fresh water (and shortbay fuel oil) to ships.
- (f) Convenience to the Masters and Agents of ships by their being alongside and consequent permission for shore leave to crews while in port.

3. With reference to the Governor's telegram of

THE RIGHT HONOURABLE
LIEUTENANT COLONEL L. G. S. AVERY, P.C., M.P.
SECRETARY OF STATE FOR THE COLONIES
DOWNING STREET
LONDON, S.W.

(Nos. 1 & 2) of the 17th June and your telegram of the 19th June, I also enclose a copy of a Motion passed at the last Session of Legislative Council approving the raising of a loan for £668,000 as follows:

SCHEDULE.

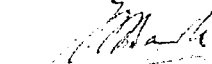
1. Additions, Deep Water Quayage (750 ft) with double storied shed, Kilindini... ..	603,000
2. Oil quay, Kilindini	65,000
	<u>668,000</u>

together with a copy of the proceedings on this occasion.

I have the honour to be,

Sir,

Your most obedient, humble servant,



GOVERNOR'S DEPT.

LEGISLATIVE COUNCIL THURSDAY 21-6-28MOTION.THE HON. GENERAL MANAGER, KENYA AND UGANDA RAILWAY
TO MOVE :-

That this Council approves of a loan of £668,000 being raised under the provisions of the General Loan and Inscribed Stock Ordinance 1921, and of the money to be so provided being appropriated and applied to the purposes specified in the schedule annexed hereto, and further that this Council undertakes to approve of the inclusion in the Schedule of a Specific Loan Ordinance of such amount as it may be necessary to enable the said loan to be raised.

SCHEDULE.

1. Additions, Deep Water Quayage (750 ft) with double storied shed, Kilindini	£ 603,000
2. Gil Quay, Kilindini	65,000
	<u>668,000</u>

4. The number of natives living in Tanaland is as follows —

Lamu District	17,283
Tana River	16,740
Total	<u>34,023</u>

5. The direct revenue from Native Hut and Poll Taxes —

Lamu	Sh. 71,161
Tana River	Sh. 54,216
	<u>Sh. 125,377 or £6,268</u>

6. It is impossible to give figures for other native revenue as non-natives as well as natives contribute to other items. The total revenue for 1927 from these two districts was as follows —

Lamu	Sh. 110,213
Tana River	Sh. 60,784
	<u>Sh. 170,997 or £8,999</u>

7. In Tana River and Lamu Districts there are two Administrative Officers, one at Lamu and one at Kipini; there are no Medical, Police or Educational Officers. It is assumed that this question refers to European officers only. Government trusts that it may be in a position shortly to supplement these staffs.

MR. THE HON. R. W. B. ROBERTSON EUSTACE: Your Excellency, arising out of the answer given, may I ask whether the condition of the tribes I refer to, particularly those in Tanaland, has improved since the 1925 report. There is no reference to this matter in the 1926 report at all.

THE HON. THE CHIEF NATIVE COMMISSIONER: I cannot say there is any very material improvement at present. One must await the reports of the medical officers who are undertaking these campaigns.

WEIGHING MACHINES ON THE KENYA AND UGANDA RAILWAY

THE HON. W. C. MITCHELL: Your Excellency, may I enquire when I can have an answer to my question relative to weighing machines on the Kenya and Uganda Railway?

THE HON. THE COLONIAL SECRETARY (Sir Edward DREW): The reply to the hon. Member's question will be given after the interval.

THE HON. W. C. MITCHELL: I take it, Sir, the Government is weighing its words on the Kenya and Uganda Railway scales. (Laughter.)

COMMUNICATION FROM THE CHAIR

SHOP HOURS (AMENDMENT) BILL

HIS EXCELLENCY: I think that hon. Members of Council may be glad to know that action Government proposes to take with regard to the Shop Hours (Amendment) Bill. I understand since the Select Committee submitted its report a desire has been expressed by that Committee and by other people that certain other features in the original Ordinance should also be considered. To propose, therefore, to appoint a representative Committee, which I think had better include persons outside this Council as well as in it, to consider the original Ordinance, and when we have their report combined with that of the Select Committee on the amending Bill, we shall be able to deal with both together and introduce legislation on that basis in this Council.

FILM CENSORSHIP RULES.

THE HON. THE COLONIAL SECRETARY: With regard to the paper which was tabled to-day in respect of Rules for Film Censorship, I understand the Hon. Member for Nairobi North wishes to raise certain questions in reference to these Rules. I would point out that these Rules are only provisional and an opportunity will be given at the next Session to discuss them, if the hon. Member wishes to move a motion then.

MOTIONS. Uncorrected Proof.

EXTENSION OF DEEP WATER QUAYAGE AT KILINDINI.

THE HON. THE GENERAL MANAGER, KENYA AND UGANDA RAILWAYS AND HARBOURS (Sir CHRISTIAN FELLING): Your Excellency, I beg to move the following motion standing in my name on the Order of the Day:—

That this Council approves of a Loan of £668,000 being raised under the provisions of the General Loan and Inscribed Stock Ordinance, 1931, and of the money to be so provided being appropriated and applied to the purposes specified in the schedule annexed hereto; and further that this Council undertakes to approve of the inclusion in the schedule of a Specific Loan Ordinance of such amount as it may be necessary to enable the said loan to be raised.

SCHEDULE

1. Additions, Deep Water Quayage (750 feet)	£668,000
2. Oil Quay, Kilindini	65,000
	<u>£668,000</u>

Your Excellency, I had the opportunity on the 22nd May of giving this Council some information in regard to the increase of traffic at Mombasa Harbour. It is unnecessary for me to dwell at length on this aspect of the question, except that it may be desirable just to reiterate that the traffic at Kilindini increased from 345,934 tons in 1927 to 487,865 tons in 1927. This increase is equivalent to 424 per cent.

In the first three months of 1928 we had again an increase at Kilindini of 14 per cent. over the same months for 1927.

Taking the whole of the Port of Mombasa, the tonnage increased from 592,103 in 1926 to 692,801 in 1927, an increase of 17 per cent. for the year.

So far as shipping is concerned, the number of vessels which entered the harbour in 1927 was 13.50 per cent. above 1926, and the net registered tonnage 17.91 per cent. above 1926.

As far as I can judge now—it is somewhat difficult to make these estimates—the traffic will double again in about six years.

We had, as hon. Members are aware, congestion at the Port early this year. The additional accommodation when the work at present in hand is completed at the end of next year will undoubtedly assist matters, but it will not be enough.

It is quite clear that additional development and therefore the additional capital expenditure, is fully justified by the requirements in sight. Indeed, Your Excellency, I would go so far as to say that after careful consideration of the comparative traffic figures the only reasonable criticism of this proposal by those in close touch with the position at Mombasa, and therefore able to judge, may be that it does not go far enough. My reason for not going further is that I feel we must exercise some caution in regard to capital expenditure at this stage, and before recommending further construction I would like to see the quay wall and shedding now proposed in full use with free railway working from each end, which would give us a better opportunity of judging future requirements.

THE HON. THE COLONIAL SECRETARY (SIR EDWARD DENHAM) : The reply to the hon. Member's question will be given after the interval.

THE HON. W. C. MITCHELL : I take it, Sir, the Government is weighing its words on the Kenya and Uganda Railway routes. (Laughter.)

COMMUNICATION FROM THE CHAIR

SHOP HOUSING (AMENDMENT) BILL.

HIS EXCELLENCY : I think that hon. Members of Council may be glad to know what action Government proposes to take with regard to the Shop Housing (Amendment) Bill. I understand since the Select Committee submitted its report a desire has been expressed by that Committee and by other people that certain other features in the original Ordinance should also be considered. I propose, therefore, to appoint a representative Committee, which I think had better include persons outside this Council as well as in it, to consider the original Ordinance, and when we have their report combined with that of the Select Committee on the amending Bill, we shall be able to deal with both together and introduce legislation on that basis in this Council.

FILM CENSORSHIP RULES.

THE HON. THE COLONIAL SECRETARY : With regard to the paper which was tabled to-day in respect of Rules for Film Censorship, I understand the Hon. Member for Nairobi North wishes to raise certain questions in reference to these Rules. I would point out that these Rules are only provisional and an opportunity will be given at the next Session to discuss them, if the hon. Member wishes to move a motion then.

MOTIONS.

EXTENSION OF DEEP WATER QUAYS AT KILINDINI.

THE HON. THE GENERAL MANAGER, KENYA AND UGANDA RAILWAYS AND HARBOURS (SIR CHRISTIAN FELLING) : Your Excellency, I beg to move the following motion standing in my name on the Order of the Day :—

That this Council approves of a Loan of £668,000 being raised under the provisions of the General Loan and Inscribed Stock Ordinance, 1921, and of the money to be so provided being appropriated and applied to the purposes specified in the schedule annexed hereto; and further that this Council undertakes to approve of the incision in the schedule of a Specific Loan Ordinance of such amount as it may be necessary to enable the said loan to be raised.

SCHEDULE.

1. Additions, Deep Water Quayage (750 feet)	£603,000
2. Oil Quay, Kilindini	65,000
	£668,000.

Your Excellency, I had the opportunity on the 22nd May of giving this Council some information in regard to the increase of traffic at Mombasa Harbour. It is unnecessary for me to dwell at length on this aspect of the question, except that it may be desirable just to reiterate that the traffic at Kilindini increased from 145,934 tons in 1922 to 487,865 tons in 1927. This increase is equivalent to 234 per cent.

In the first three months of 1928 we had again an increase at Kilindini of 14 per cent. over the same months for 1927.

Taking the whole of the Port of Mombasa, the tonnage increased from 592,109 in 1926 to 692,801 in 1927, an increase of 17 per cent. for the year.

So far as shipping is concerned, the number of vessels which entered the harbour in 1927 was 18.60 per cent. above 1926, and the net registered tonnage 17.91 per cent. above 1926.

As far as I can judge now—it is somewhat difficult to make these estimates—the traffic will double again in about six years.

We had, as hon. Members are aware, congestion at the Port early this year. The additional accommodation when the work at present in hand is completed at the end of next year will undoubtedly assist matters, but it will not be enough.

It is quite clear that additional development and therefore the additional capital expenditure, is fully justified by the requirements in sight. Indeed, Your Excellency, I would go so far as to say that after careful consideration of the comparative traffic figures the only reasonable criticism of this proposal by those in close touch with the position at Mombasa, and therefore able to judge, may be that it does not go far enough. My reason for not going further is that I feel we must exercise some caution in regard to capital expenditure at this stage, and before recommending further construction I would like to see the quay wall and shedding now proposed in full use with free railway working from each end, which would give us a better opportunity of judging future requirements.

I would like to emphasise, Your Excellency, that in the matter of deep-water berths and other harbour development we must look some years ahead. Harbour work takes time, and in my opinion it is absolutely essential to make up our minds now as to what is necessary in immediate continuation of the work now being undertaken. Apart from the urgency of the matter from a traffic point of view, there is the question of cost. A contract placed before September, while the contractors are still busy at the wharves, should result in a much lower cost than a contract placed later.

Then, Sir, I would also like to emphasise that we have now at the Port & Harbour Advisory Board only the Chairman of the Board is a Government official. The other members are commercial and shipping representatives. The motion is in accord with the unanimous recommendation of this Board, which by now has had considerable experience. I would express the hope, therefore, that the advice of the Board, supported by the considered views of the Port and Railway Departments, will be accepted, and above all that theoretical arguments about the relative merits of deep-water and half-tonnage quays will not be revived in view of the unanimity now obvious at Mombasa. I personally do not go over old ground in that respect.

I had not intended at this stage to say anything about the railway financial position. The Railway and Harbours Manager in this country who attempts to forecast results for the year immediately after the end of what is usually the best revenue-earning season and before the probabilities of the lower revenue period that invariably follows are apparent, takes risks, but as there may be a disposition overseas to question our ability to pay interest and redemption liabilities in the future, perhaps I had better deal briefly with that aspect.

Let me say, first of all, Sir, that the Railway and Harbours Administration has always in mind its liabilities in regard to interest charges, and neither the management nor the Railway or Port Board have made a single recommendation for capital expenditure without full regard to the interest-bearing capacity of the Administration. There is nothing, I think it is fair to suggest, in the history of the past five or six years to suggest anything but soundness in financial policy in this respect.

I am more convinced probably than anyone else of the need for reasonable care in connection with further capital expenditure, and I have said so over and over again in public statements and in my annual reports, but that does not mean that I consider that development should stop. On the contrary, I think it would be a very foolish and short-sighted

policy and that it would rest on us financially not to develop in order to handle efficiently traffic actually in sight, and that would happen if we did not go ahead with the Port development.

Quite recently, Your Excellency, the statement was made in this Council that while the Railway deserved every credit for keeping its expenditures down, it should not be given credit for keeping increased earnings, because they resulted from increased development in the country. Now, Sir, the dividend credit aspect is quite unimportant, but it is of the utmost importance to secure a cash of essentials, and to justify the necessary capital for sound railway and harbour development. My reply, in fact, is that while the increased railway earnings may have been due largely to increased development in Kenya and Uganda, it has also been brought about largely, perhaps mainly, by the action of the Railway and Harbours Administration in extending the railway lines and extending facilities at the ports, on the Lakes and elsewhere. I suggest, in fact, Sir, that the policy of development by the Railway and Harbours Administration has brought about to a large extent increased earnings, and that a policy of excessive frugality in capital expenditure will have the opposite result.

I contend, therefore, that while every care must be taken in connection with schemes involving capital outlay, to stop essential development and deny necessary additional facilities would be the worst possible form of business.

The railway financial position is absolutely sound and there is no justification for questioning its ability to pay the interest charges which will become due on reproductive schemes recommended after careful consideration by the Administration. On the other hand, Sir, I cannot be a party to short-sightedness in development because of ill-founded financial fears or because of difficulties of management which may be encountered.

As I have already stated, I dislike forecasting this year's financial results at this stage, but I will go so far as to say this: that, notwithstanding the extremely substantial reductions in the railway rates, railway earnings this year should be well above the estimate. Up to the present we are £100,000 above the estimate. It is reasonable to assume that by the end of the year it will be £50,000 above the estimate. The railway expenditure, on the other hand, in spite of a much heavier tonnage, will be well below the estimate. Harbour earnings in connection with the changes in the Harbour Tariff will be well above the estimate. Taking the Railway and Harbour Administration as a whole, I am of opinion, Your Excellency, that the net result this year, apart from interest charges, will be at least £200,000 better than is shown in the

estimates. From this £200,000 we have to deduct interest charges on the three and a half million loan for the Uganda extension, which were not provided for in the estimates. This increase is anticipated to amount to £150,000.

The amount shown in the estimates as a probable surplus for contribution to the Betterment Fund was £154,390. I anticipate now that the amount so required, after allowing for the additional interest, after allowing for rate reductions, and also for increased port charges, will be at least a quarter of a million, or £100,000 better than estimated, and this after providing for renewals on the very substantial percentage basis adopted for the past five years, and after meeting the much heavier interest and redemption charges. I think, Sir, I am entitled to say emphatically that these figures prove that there is no ground for timidity in necessary harbour or railway work.

As far as we can foresee, with all our commitments in connection with works already authorised, or works recommended, the increase in the interest charges next year will probably not be more than £50,000, and in subsequent years probably less, so that, given reasonable care in the matter of further capital expenditure, we should be able to pay.

As far as can be foreseen now also, Your Excellency, and it is necessary to make this point, the relying of the main line from the Coast to Nairobi, the re-arrangement of certain depots and big stations, the building of a large number of houses required, and probably also orders for rolling stock that may be required to be placed in 1925, can be met from Renewals and Betterment Funds. If not, then it will only be either because there is such a slump in traffic as to make stoppage in the improvement expenditure desirable so as to retain heavy reserves, or because traffic increases to such an extent as to make the necessary expenditure too large to be met from these funds, but in that case, of course, Your Excellency, with the increased traffic we could have the revenue to justify further capital expenditure.

To sum up, Your Excellency, I consider that this capital expenditure is absolutely necessary, and that the financial position is sound, and that we should be able to meet the interest charges. But, in saying this, I must add that we must have reasonable restraint in the matter of reductions of rates, in criticism of the amounts set aside in various funds in order to relieve the capital expenditure and in demands for non-paying branch lines. So far as the funds are concerned, it should be clear by now to all concerned here, as it is obviously clear in London, that the strength of our financial position lies in the creation of those reserves from revenue.

I would like to conclude by saying that we are actually, in addition to paying interest, making redemption contributions on our interest-bearing loans, a charge which the South African Railways, as distinct from the South African Government, do not carry. We are paying over proportion of the cost of raising loans, a charge with which the South African Railways, as distinct from the South African Government, is for the time being relieved. We are taking Police and other Government debts, which the South African Railways do not take. In addition to providing for redemption we are providing on a very liberal scale for Renewals and Betterment, and on top of all this we are contributing heavy balances to a Betterment Fund to cover expenditure which would otherwise be debited to capital. I suggest that no railways in young colonies could do much more. In regard we ask that necessary capital expenditure on development be permitted and provided, and I feel, Sir, that no authority after examining our traffic and financial results could justify withholding concurrence in this matter, which I therefore submit with confidence. (Hear, hear.)

Your Excellency, I move the motion standing in my name.

THE HON. CHIEF JUSTICE (MR. J. C. GRANTHAM): I beg to second the motion.

HIS EXCELLENCY: The question is—

That this Council approves of a loan of £200,000 being raised under the provisions of the General Loan and Inscribed Stock Ordinance, 1921, and of the money to be so provided being appropriated and applied to the purposes specified in the schedule annexed hereto, and further that this Council undertakes to approve of the inclusion in the schedule of a Specific Loan Ordinance of such amount as it may be necessary to enable the said loan to be raised.

SCHEDULE.

1. Additions, Deep Water Quayage (750 feet) with double storied shed, Kilindini.	£603,000
2. Oil Quay, Kilindini.	56,000
	£659,000

THE HON. CONWAY HANVELY: Your Excellency, everyone genuinely interested in the development of Kenya cannot fail to be impressed by the admirable statement to which we have listened from the Hon. the General Manager, and it seems to me, Sir, that no eye can be sufficiently keen to detect a blunder

of the nature of the answerable case with which the Hon. General Manager has surrounded himself. I am sure there is no intention whatever to go into the ancient question of the relative advantages of deep-water quays as opposed to the extension of lighterage facilities. Some years ago I suggest there was some justification for making that comparison, but the facts are that those responsible at that time drew a bow at a venture and for good. Sir, it hit the target, and I am sure we are all now satisfied to accept the situation and to adopt the principle that an extension of the deep-water harbour facilities is absolutely vital if we are to avoid very serious congestion, which might easily mean far heavier expense if the work has to be undertaken hurriedly, when development of the Colony makes it absolutely imperative that such extension should be provided.

I consider, Sir, that the soundness of the Railway finances absolutely justifies the expenditure of this sum of money, more especially as its expenditure to-day will give us the facilities we require for a much smaller cost to the taxpayers than would be the case if the work were postponed. Everyone must be greatly impressed with the means of utilising the facilities which exist to-day in the shape of contractors and staff and of the other appliances which are now working, and I suggest, Sir, that the present time is extremely opportune to go to the subscribers themselves who are prepared to advance a further loan. Our experience of the last month or two clearly indicates that the investors of England are impressed with the financial position of Kenya, and I quite agree with the Hon. General Manager that any policy but a bold one in connection with this matter at the present time would be a fatal mistake.

THE HON. THE COMMISSIONER OF CUSTOMS: I beg to support this motion, Your Excellency, though I can add little to the full information which has already been supplied by the hon. Member. There are one or two points, however, on which I think it desirable that I should give hon. Members an expression of my own opinion as officer in charge of Customs of Kenya and Uganda and as chairman of the Harbour Advisory Board, and as one who has been in close touch with the working of Kijindini Harbour for more than twelve years. Firstly, as regards the necessity for this oil quay. As hon. Members are fully aware, and as the Hon. General Manager has pointed out, it is vitally necessary in the matter of provision of port facilities, to look well ahead, as deep-water quays and works of that sort cannot be changed in a day. So far as the proposal is concerned, the need is already urgent, because oil importations have increased enormously, and up to the present no facilities for this class of traffic have yet been provided.

The necessity for the provision of an additional berth for handling general cargo depends on the development of the external trade of the territory served by the port, and in this connection I can only give it as my frank opinion that the scope of expansion in all directions are such as to amply warrant the assumption that the need for additional accommodation will be urgent before this additional berth can possibly be completed, even if it is put in hand immediately.

As regards the particular type of additional accommodation required to be provided, the relative merits of deep-water quays and lighterage were fought out years ago, and I do not think anyone with experience of port working can possibly defend anything but the continuation of that policy. The first item is the principal part of the scheme, and if the additional 750 feet of quay wall, etc., is built the scheme for this particular alignment will be complete or less complete. The serious disabilities under which the existing berths work will then disappear because the contractors will move from the north end of the site, and there will then be rail and road access from both ends. In addition, the extension of the quay wall by another 750 feet will give a total length of approximately 3,000 feet—2,222 for the first four berths and an additional 750 feet—which will provide berth for six steamers of average length. Thus to effect the two additional berths we secured and the development scheme is rounded off in a manner which will tend to much greater efficiency in port working generally. To my view, the proposed expenditure is both wise and necessary and, as already stated by the Hon. General Manager, this view is supported by all members of the Harbour Advisory Board.

I commend the motion to the favourable notice of Council.

THE HON. T. J. O'SHEA: Your Excellency, I think the hon. Member has done well in the course of his introductory address in dealing with the fears of some people in the matter of these increasing demands for harbour construction, because I can well imagine their fears that we are going ahead too fast when one looks back upon the frequency with which the Hon. General Manager has come to this Council during the last two or three years for permission to provide for the service of more capital funds. But, Sir, I think that there can be no question whatever that the less one knows about the position of the railway and the port the more mind one is likely to be and the more one knows about it the surer one feels that the policy being pursued is an absolutely sound one.

Encouraged by the practice of the Hon. General Manager of late years of taking this House fully into his confidence, many of us on this side of the House have found the greatest pleasure in following up that encouragement, and when he speaks to us on these subjects we have to fall back upon a mine of information and an insight on the subject that is of real value to us. Some might say that it is the obvious thing for us to support advances for expenditure of this nature, but I think we are just as ready in doing that now we are in full knowledge of the facts and that we have reason to be satisfied that the policy being pursued by the management of the railway and harbour is absolutely sound.

In his address the Hon. General Manager was generous enough to give me in present. I can return this compliment by saying that I feel that even his most ungenerous critic will admit that the foresight of the Railway during recent years has done a lot to encourage the production by others, and that has given him this greatly increased revenue.

Sir, in this country we very frequently hear matters of this sort debated between optimists and pessimists. I dread undue optimism just as much as I detest undue pessimism, but I think we may safely claim that the development of this country during the last ten years thoroughly justifies the faith that we have in the future of the country, and examination of the position from every aspect justifies in every way the passing of this amount.

The question was put and carried.

NEW SUPREME COURT.

CAPT. THE HON. H. E. SCHWARTZ: Your Excellency, I beg to move the motion standing in my name as follows—

That this Council is of opinion that immediate provision should be made for the erection of a Supreme Court in Nairobi worthy of the Colony and that, provision having been made, work should commence without delay.

Your Excellency, it is not my intention to take up the time of Council at any length this morning for two reasons. First of all, because I understand that my hon. friend the Colonial Secretary will make a statement which will practically accomplish the object of this motion, and, secondly, because to my delight I saw every argument I intended to introduce in the Press this morning, and I do not believe in redundancy.

I would remind Your Excellency, and the Members of this Council that certainly, to my knowledge, nine years ago the question of erecting a Supreme Court was raised and meetings were held of a Committee appointed by Government

I.15268/28 Kenya

65
Edid sent
2.30 p.m.
29.28

- Mr. Allison
- Mr. Barkin
- Sir G. Schuster
- Mr. Bottomley
- Mr. E. J. Harding
- Sir J. Shackburgh
- Sir G. Grindley
- Sir C. Dixon
- Sir S. Wilson
- Mr. Orntaby-Gore
- Lord Lovat
- Mr. Avery

Handwritten notes:
 3 Aug
 (copy) 1/2/29
 9 (200/4/28)
 J. N. Wilson

Your despatch 25th June

No. 314 Kilindini when may I expect
(one) further report covering
points (a) and (b) in my telegram

(2) 19th June: (two) reply to my

confidential despatch 17th May
dealing with general loan programme.

DRAFT TELEGRAM (15006/28) 7 minutes. No. 53

IMPORTANT.

Governor

Nairobi.

Particularly desirable that latter
 should be expedited in view of
 fact that Lords Commissioners in
 letter of 20th April suggested
 slowing down of further loan works
 including - see para. 5 - additional
 berths at Kilindini.

(15006/28
No. 29)

Secur

3 ap

5
66

Mr. Allen ²⁶

Mr. ~~Allen~~ *21/9/26*

Mr.

Mrs. Bottomley

Sir B. Harcourt

Sir J. Shuckburgh

Sir G. Grindle

Sir C. Davis

Sir S. Wilson

Mr. Ormsby-Gore

Lord Lovat

Mr. Amery

S-o for Mr. Parkinson's signature.

Amery's work

Downing Street.

3 AUGUST, 1926.

DRAFT

L. CUTBERTSON ESQ.,

Peasey Chambers

Dear Cutbertson,

An official letter is being sent at the same time as this asking the Treasury to agree to the expenditure as part of the loan programme for transport purposes in Kenya of the sum of 2000,000 on an extension of the deep water berths and the construction of an oil quay at Kilindini.

*Revised 28-9-27
(Amery)*

No. of course, anticipate that in considering this proposition the Treasury will have regard to the general financial

Jiff

financial position of the Transport Administration which is still under discussion in connection with the suggested expansion of the railway from Jinja to Kampala. But our official

letter does not cover on this subject ^{UNR, as the} ~~the matter although we are not yet~~ *written, which is being dealt with separately*

~~in a position to report the results of~~
~~in consideration by the Government~~
~~from financial and other points raised in~~
~~your letter to me of the 10th of May.~~

~~We will be able to send you the Committee's~~
~~views shortly, but it is felt here that we~~
~~should incur considerable responsibility~~
~~if we delayed in giving to the Treasury those~~
~~proposals with regard to Kiriwindi, in view~~
~~of the urgency of the matter, as explained~~

~~in our letter. I may say that~~ ^{while} ~~through Mr. Kiriwindi~~

~~these proposals do not concern the Guaranteed~~
~~Loan Committee, the papers have been referred~~
~~to Sir George Souter as Financial Adviser~~ ^(Mr. Souter)

~~and that he entirely concurs in the views~~
~~expressed~~

expressed in paragraph 7 of our letter.

I believe that you have
attached in the presence
a copy of the Report
by the Consulting
Engineers which is referred
to in the Governor's Rep.
of the 15 June. I enclose
a copy, which I also
like to have to all concerned.

(Returned 4 Sept.)

Yours sincerely

(Signed) A. G. C. PARKINSON.

Lt
68

Mr. Allen 248

Mr. Parkins

Mr. G. G. ...

Mr. Bolton

Sir E. Harding

Sir J. Shackleton

Sir G. Grizzle

Sir C. Davis

Sir S. Wilson

Mr. Ormsby-Care

Lord Lovat

Mr. Amery

Handwritten signature: J. Shackleton

*L.H. moved in para 6
as inserted by
H.C. Committee
acc'd*

13-AUG
1928

Downing Street

3 August, 1928

Sir,

I am etc. to transmit to you
to be laid before the Lords

Commissioners of the Treasury, the
accompanying copy of a despatch
from the ~~Governor of~~
on the High Commissioner for

Transvaal, Kenya and Uganda

together with a memorandum from the
General Manager regarding the

further development of the Port of

Mombasa

2. It will be observed that
the High Commissioner recommends

that provision should be made for

the construction of

(a) Berth No. 5, together with a double
storey transit shed, the contract

being

DRAFT.

The Secretary,
Treasury.

Amended to 10/11/28

Copy to Sir C. G. ...

No. 314 - 16th June

Penell

Saf.

being placed, if possible, before
September, and

(b) an oil jetty. ~~The question~~
~~whether the work should be carried out~~
~~by contract or departmentally being~~
~~left over for further enquiry.~~

33 It will also be observed

that it is suggested that the
extension ^{for} of Berth No. 5 should be
approximately 750 feet, and the
reasons for recommending this

additional length as compared with
550 feet, the length ^{for} ^{4/6} of Berth No. 4

or 650 feet, the length suggested in
~~the report of the Consulting~~
the report of the Consulting

Engineers, is explained in para. 23
of the memorandum of the General Manager.

34 The estimated cost of
750 additional feet of deep water quay
on the basis of the cost in respect
of Berths Nos. 13 and 4 is 2603,000
inclusive

69

inclusive of \$150,000 for a double
storey shed and \$26,000 required for
payment of interest during the period of
construction. The amount required
in respect of the oil ^{oil} is
estimated at \$65,000. The ^{Government} ~~Government~~
therefore asks for sanction for
expenditure against advances in
anticipation of a further loan of the
sum of \$668,000.

8. As regards the need for
placing the contract at an early date,
it is pointed out that the present block
making and ^{laying} ~~laying~~ operations are
expected to come to an end in September
and it is anticipated that ^{the cost} ~~a reduction~~
^{of the work} ~~in the price~~ ^{subsidy required} would be ~~passed~~
contract could be placed while the
contractors' plant and material is
still available.

69

and value of £190,000 for a double
factory shed and £25,000 required for
payment of interest during the period of
construction. The amount required
in respect of the oil ^{jetty} is
estimated at £65,000. The ^{Governor} ~~Commissioner~~
therefore asks for sanction for
expenditure against advances in
anticipation of a further loan of the
sum of £668,000.

8. ~~As~~ As regards the need for
placing the contract at an early date,
it is pointed out that the present block
making and ~~etc~~ ^{laying} operations are
expected to come to an end in September,
and it is anticipated that ~~a reduction~~ ^{the cost}
~~in the price~~ ^{of the work} ~~would be secured~~ ^{could be reduced} if the
contract could be placed while the
contractors' plant and material is
still available.

Their Lordships will recollect
that in the despatch to the ^{Governor} H.C. of
the 14th November, 1927, a copy of which
accompanied the letter from this
Department of the 14th December, 1927
he was informed that careful estimates
based on the latest available information
of the future traffic of the port
and of the capacity of the works now
nearing completion should be made
before the C. of S. is asked to give
his definite approval to including
the construction of Berths 5 and 6
in the immediate loan programme and
before the C. of S. would be justified
in authorising the Treasury on the
subject and ^{for} ~~in~~ regards these estimates I
am to refer to paras. 3 and 4 of the
enclosed despatch from the ^{Governor} H.C. and to
paras. 7-18 of the memorandum of the

General Manager.

(L.N.
X.10202/27)

(10019/27)

P

Mr. Amery is aware that in
their letter of the 20th April
(S. 32302/01) the Lords Commissioners
suggested an easing off of the programme
of loan works including such further
plans as additional berths at Kilindini.
As requested by their Lordships the views
of the Governor were invited as to the
action to be taken for the slowing down
of particular proposals, but his reply
has not yet been received. Having
regard, however, to the strong
recommendations now made by the Governor
and the General Manager, and the
desirability in the interests of economy
of arriving at a decision before the
contractors' plant and material at
present on the spot is dispersed, Mr. Amery
would not feel justified in not placing
this matter at once before their
Lordships. ^{He} ~~He~~ desires
to point out (a) that the proposals now
submitted

(29 in 15006/28)

their Lordships will be recalled
in the despatch to the Hon. Secy
of the 14th November 1927, a copy of which
accompanied the letter from this

Department of the 14th December 1927.
He was informed that careful estimates

based on the latest available information
of the future traffic of the port
and of the capacity of the works now
nearing completion should be made

before the S. of S. are asked to give
his definite approval to including
the construction of Berths 5 and 6
in the immediate loan programme and

before the S. of S. would be justified
in approaching the Treasury on the
subject and in regards these estimates I

am to refer to paras. 3 and 4 of the
enclosed despatch from the Hon. Secy
para. 10 of the memorandum of the
General Manager.

(10009/27)

(10019/27)

Mr. Amery is aware that in
their letter of the 20th April
(S. 32902/01) the Lords Commissioners
suggested an easing off of the programme
of loan works including such further
plans as additional berths at Killiney.
As requested by their Lordships the views
of the Governor were invited as to the
action to be taken for the slowing down
of particular proposals, but his reply
has not yet been received. Having
regard, however, to the strong
recommendations now made by the Governor
and the General Manager, and the
desirability in the interests of economy
of arriving at a decision before the
contractors' plant and material are
present on the spot is dispersed, Mr. Amery
would not feel justified in not placing
this matter at once before their
Lordships. He desires
to point out (a) that the proposals now
submitted

(S. 15006/28)

submitted in fact represent a reduction in the programme which originally contemplated the construction of two additional berths;

(b) that the extension now proposed is considered the minimum necessary to cope with (para 20 of G.M.'s memo)

the increasing trade in sugar; and (c) that it is estimated that the extension now proposed will meet all that is absolutely necessary for general traffic for the next three years or more. (para 22 do.)

Whatever view may be taken as to the desirability of slowing down capital expenditure so far as unproductive works are concerned, it would, in Mr. Amery's opinion, be entirely false economy not to keep pace with the traffic requirements of the port as failure to handle traffic expeditiously would react unfavourably on the trade of the Colony and stultify the capital expenditure which is taking place in other directions both public (railway extensions etc) and private (development of estates). The only question appears to be one of fact and not of principle, i.e. whether in fact the traffic will need the extra facilities.

It is not of course possible to regulate port development to keep pace exactly with the steady growth of trade. The former has to be undertaken in large measures of advance with long pauses between them. In all the circumstances on the evidence before him, Mr. Amery is satisfied that the four berths will not be sufficient and that in this case the current chapter of advance should be continued to the completion of the fifth berth leaving the pause to be made then. In his view therefore the right course is to proceed with Berth No. 5. and the construction of an oil jetty on the lines now proposed, and he trusts that Their Lordships will be prepared to accept this view.

Having regard to the considerations referred to in paragraph 4 above, I am to ask that the earliest possible reply may be sent to this letter.

I am, etc.

Signed J. W. SIMONSON.

(29 in
15005/28)

(Part of the
original
in a box
approved
M.M.)

2. Mr. Amery is aware that
 in their letter of the 20th April
 (S. 52902/01) ^{the Lordships} that ~~their Lordships~~
^{are asking off}
 suggested a ~~slowing down~~ of the
 programme of loan works including
 such further plans as additional
 berths at Kilindini. As requested
 by Their Lordships, the views of the
 Governor were invited as to the
 action to be taken for the slowing
 down of particular proposals, but
 his reply has not yet been received.
 Having regard, however, to the
 strong recommendations now made by
 the Governor and the General Manager,
 and the desirability in the interests
 of economy, of arriving at a decision
 before the contractors plant and
 material at present on the spot is
 dispersed Mr. Amery would not feel
 justified in ^{not} ~~proceeding~~ placing this
 matter

above
matter/before their Lordships
he desires to point out that
essentially an idea of the fact that

in fact
the proposals now submitted represent

a reduction in the programme which
the construction of
originally contemplated two of the

is that
additional berths, ~~and also~~ the

extension now proposed is considered

the minimum necessary to cope with the

is that
increasing trade in sight. It is

the Board has now proposed
estimated that it will meet all

that is absolutely necessary for general

traffic for the next three years or more.

Whatever *taken*
Also the view may be adopted as to

the desirability of slowing down capital
expenditure so far as unproductive

are
work is concerned it would, in Mr. Amery's
opinion be false economy not to keep

pace with the traffic requirements

of the port, and in all the circumstances

he is satisfied on the evidence before

him that the *thing to do* is to

proceed with Berth No. 5 on the Lion

(Para 20 of S.M.C. memo)

(Para 22)

Handwritten notes in a large box:
... to keep pace with the
... capital expenditure
... unproductive work
... false economy
... traffic requirements
... circumstances
... evidence before
... thing to do
... proceed with Berth No. 5

now proposed, and he trusts that their
Lordships will be prepared to accept
this view.

7. Having regard to the considera-
tions referred to in paragraph 4 above

I am to ask that the earliest possible
reply may be sent to this letter.

I am, etc.



KENYA

No. 314

GOVERNMENT HOUSE,
NAIROBI,
KENYA.

15th JUNE, 1928.

Sir,

*10203p
hokt*

I have the honour to acknowledge your despatch No. 948 of the 14th November forwarding a report by Mr. Mitchell of Messrs Coode, Fitz-Maurice, Wilson and Mitchell with regard to the further development of the Port of Mombasa.

2. AU 1928

The opportunity was taken during Mr. Mitchell's recent visit to East Africa to discuss generally the recommendations in his report and in particular those portions which demand an early decision in regard to further Port Expenditure.

*Copy to the...
... 17 8
... 16*

I enclose a memorandum by the General Manager from which it will be seen that the increase in traffic at Kilindini in 1927 as compared with 1926 was 16.67% and that the first three months of 1928 show an increase of 14% on the figures for the corresponding months of 1927. It would appear therefore that traffic is increasing at a somewhat faster rate than is shown in the graph between pages 5 and 6 of Mr. Mitchell's report. I have no reason to think that the present rate of increase will not be maintained and I concur in the view expressed by the General Manager.

THE RIGHT HONOURABLE
LIEUTENANT COLONEL L. C. M. S. AMERY, P.C. & M.P.,
SECRETARY OF STATE FOR THE COLONIES,
DOWNING STREET,
LONDON S.W.

Manager that the port tonnage may be expected to double itself in about six years.

4. Estimates of the capacity of the works now in hand are given in paragraphs 12-16 of the enclosed memorandum from which it is clear that the additional facilities which will be available on the completion of No. 4 berth will be quite inadequate to deal with the increased traffic which may be confidently expected in the next few years. In fact the figures at present available would appear to justify the placing of contracts this year for two more berths. As explained by the General Manager, however, the provision of through railway connection along the quayside, which will be rendered possible by the construction of No. 5 berth, may cause the present estimates of working capacity to be somewhat modified; I think, therefore, that an immediate decision to extend the deepwater piers should be confined to berth No. 5, leaving the question of further extensions to be considered in the light of data which can only become available when No. 5 berth has been completed.

5. Mr. Mitchell recommended in his report that No. 5 berth should consist of 650 lineal feet of deep water quay; I understand however that he now recommends that it should be extended to 750 feet in view of the considerations set out in paragraph 23 of the enclosed memorandum. The question was fully discussed at a meeting of the Harbour Advisory Board at which Mr. Felling and

Mr. Mitchell were present on 22nd May, when the following was unanimously adopted:-

- (a) Provision be made and a contract placed at as early a date as possible, for the extension of the deepwater quay for approximately 750 feet beyond Berth No. 4 (now under construction), and for the construction of a double-storey transit shed similar to the type now in existence at Berths Nos. 1 and 2.
- (b) It be a condition of the new contract that the additional quay wall and filling be completed, and other works expedited sufficiently to permit of through railway connection to the deepwater berths from the Shimanzi end, as soon as possible.
- (c) Provision be made for an Oil Jetty on the lines recommended by the Consulting Engineers; the question of placing a contract to be left to the discretion of the General Manager, after enquiry as to whether the work cannot be carried out more economically by the Railways and Harbours Administration under supervision by the Consulting Engineers.
- (d) The Consulting Engineers be asked to investigate possible alternative sites and prepare estimates of the cost for a Grain Elevator of 12,000, 15,000 or 20,000 tons capacity, susceptible of extension to 30,000 tons capacity."

I am fully in agreement with these proposals and recommend that immediate approval be given to the extension of the deepwater quay for 750 feet beyond Berth No. 4 and that the contract be placed at an early date in order to avoid the extra cost which would be incurred by interrupting construction.

6. The resolution of the Harbour Advisory Board quoted in the last paragraph also covers the question of an oil jetty as recommended in paragraph 35 et seq. of Mr. Mitchell's report. The General Manager has given careful consideration to the figures of estimated cost of this construction and advises/

advises that the work should be carried out departmentally under the supervision of the Consulting Engineers, and that the cost can be reduced to £65,000. I recommend that approval be given for this expenditure and that the work be undertaken departmentally.

7. The estimated cost of 750 additional feet of the deepwater quay, on the basis of the cost in respect of berths 3 and 4, is £603,000 inclusive of £150,000 for a double storied shed and £26,000 required for payment of interest during the period of construction. I would ask therefore your sanction for expenditure, against advances, of the sum of £668,000 made up as follows:-

No. 5 Berth (750 feet)	£603,000
Oil Quay	65,000
	<hr/>
	£668,000

It is thought, however, that, if the contract for No. 5 Berth is placed before September, the contractors will be able to reduce the price, as compared with the present contract, and I hope to be informed that a substantial reduction of the above figures will be possible.

8. I would add that the necessity for the above mentioned expenditure was foreshadowed in paragraph 7 of my Confidential despatch No. 130 of 8th December 1927 (Item II (j)).

*1500/1000
trans
will*

I have the honour to be,

Sir,

Your most obedient, humble servant,

Edward Gigg
GOVERNOR.

General Manager's Office,
NAIROBI

Reference No. A.F. 6551.

28th May 1928.

THE HIGH COMMISSIONER FOR TRANSPORT

Subject: - KILINDINI HARBOUR EXTENSION.

The anticipated completion this year of No. 3 Quay with its shed and equipment, to be followed by the completion of No. 4 shed before the end of 1928, necessitates consideration of whether we are to proceed continuously with further deep water developments in the Port of Mombasa.

2. It is necessary to arrive at a decision without delay. Because, by the end of September 1928, the quay wall for berths 3 and 4 will be completed, and if construction were stopped at the end of berth No. 4, the plant and equipment would be dismantled and the staff engaged thereon disbanded. For further work, therefore, contracted for before the 1st September next, the contract price would be much lower than could be obtained after that date.

3. As the High Commissioner is aware, we have a comprehensive report and extensive plan in regard to future harbour extensions, submitted by Mr Mitchell, of Messrs Gode, Fitzmaurice, Wilson and Mitchell. The plans, I think, be accepted as a basis to work on.

4. It is understood by all concerned that the scheme contemplated by Mr Mitchell is intended to cover a long period of years, but extensions as decided upon should be

and will fit piece by piece into this general picture for the future visualized in the plans.

6. The question for immediate consideration is whether any well established and well defined authority should now be authorized, and, in consideration of the needs, be entrusted by the Secretary of State, to prepare estimates of the probable traffic for the period of the immediate future, namely, the output of the works under construction.

In my consideration of the matter, I have been assisted considerably by the views in the Colony of Mr Mitchell. I have discussed the matter with him at great length, and in all its bearings. I have gone into the whole question with the port officials who have now had considerable experience of traffic requirements, and I have attended the special meeting of the Port Advisory Board, especially called for the purpose of considering and discussing port development.

7. The total tonnage of cargo handled at Mombasa during the past six years, (i.e. exclusive both of the tonnage dealt with at the Old Port and the bulk oil, coal and soda ash, which do not pass over the pier after 1927), have been as follows:-

1922	147,329
1923	205,710
1924	247,706
1925	400,725
1926	419,151
1927	437,965

The tonnage for the first three months of 1928 was 146,694 tons or 14% in excess of the corresponding months of 1927.

Including all Port traffic on Mombasa Island the tonnages for the two years 1926 and 1927 were:-

Tons.

	Tons
1926	592,107
1927	692,801

8. The percentage increases at Kallangini in 1927, over each of the preceding five years were:-

1927 over 1926	16.67%
1927 " 1925	13.25%
" " 1924	40.31%
" " 1923	17.16%
" " 1922	24.50%

9. Before attempting to draw any conclusion from these figures, I would like to make reference also to the position so far as shipping is concerned. I find that the number of steamships entered at the port during 1927, as compared with 1926, increases from 522 to 593, an increase of 71 vessels, equal to 13.60%. The respective net registered tonnages for the two years were:-

	Tons.
1926	1,444,320
1927	1,703,896

an increase of 259,576 tons, or 17.91%.

10. Owing to the partial failure of the rains during last year, the 1927 tonnages were much lower than anticipated at one time, and did not correctly reflect actual development. A normal season would have produced much larger percentage increases over the year 1926. It is obvious already that the figures for 1928 will be substantially higher than those for 1927, while the recent rains point to the probability of a record year in 1929.

11. As far as I can judge now, there is no reason to anticipate that, at least within the next five years, the development of the hinterland served by the port will slow down. I think that, estimating on a conservative basis, we

must allow for a steady increase of traffic at the port of from 12% to 16% per annum. This means that the port tonnage will be doubled in from five to seven years - say six years.

12. I turn now to the question of the capacity of the port, the second of the factors referred to by the Secretary of State in his covering despatch. It should be borne in mind that harbour work faces tides, and it is necessary always to look at least three years ahead.

13. It is estimated that, with the completion of No. 3 Shed, the floor capacity for handling and storage purposes will be increased beyond existing capacity by approximately 17%. The completion of No. 4 Shed will represent a further corresponding addition. I have taken the bare cubic capacity of the sheds for the purpose of this calculation, and ignored the many factors which tend to reduce that additional capacity for effective working purposes - factors such as the fluctuating density of different classes of traffic, and also the irregular arrival of import and export cargo.

14. On the basis of a 17% increase for each of the sheds in question, the maximum tonnage capacity at the outside will be increased by only 34%, but this leaves out of consideration the very important fact that, in the accommodation at the moment available, is included the Mbaraki sheds, which for all general purposes will in future have to be ignored, if the intention to develop Mbaraki for coal is carried out, as I think it must be.

15. Were allowance made for the loss of the Mbaraki shed, the increase of 34% would be reduced by approximately 10%, making the total increased capacity available with the completion of berths Nos. 3 and 4, 24%, and not 34%.

16. It is clear that if the tonnage of cargo handled increases during the next five years as anticipated, the

(necessary)

necessary facilities will not be available even after the two new berths now under construction are completed, and that the Administration must take steps immediately to provide for further extensions.

17. It is, however, not alone a question of the shed capacity available for working and for storage purposes that has to be considered.

18. It is important to bear in mind that the number of vessels now calling at the port and also the size of vessels is steadily increasing. This increase may be expected to continue, and will require additional quays to a corresponding extent. Therefore, apart altogether from the shed accommodation, it is essential that additional quays should be provided.

19. After discussing the above question, the Port Advisory Board, on Tuesday, 22nd instant, passed the following Resolution :-

"Plans for the future development of Killiney Harbour were laid on the table by Mr R.H.S. Mitchell, of Messrs Coode, Fitzmaurice, Wilson & Mitchell, Consulting Engineers for Killiney Harbour. Mr Mitchell's Report to the Government relative to the matter has been circulated to all members of the Board. The plans and Report were explained by Mr Mitchell to the Board.

The immediate future was then fully discussed and the Board unanimously RECOMMENDED THAT

- (a) Provision be made and a contract placed at as early a date as possible for extension of the lee water quay for approximately 750 feet beyond Berth No. 4 (now under construction), and for the

/construction

construction of double-storey wharves
shed similar to the type at present
at Basins Nos. 1 and 2.

(b) It is a condition of the new contract
that the sub-contractors will not start
work until the wharves are
sufficiently to permit of through traffic,
and that the contractor will be
responsible for the cost of the wharves from
the planned date, as soon as possible.

(c) Provision be made for an Oil Jetty, on
the plan recommended by the Consulting
Engineers; the question of placing a
contract to be left to the discretion of
the General Manager, after enquiry as to
whether the jetty could be obtained at
more economical rates from the
Harbours Authority, or from a private
contractor.

(d) The Consulting Engineer will advise
the Board of the cost of the wharves
and jetty, and the cost of the
wharves of 12,000, 15,000 and 18,000
tons capacity, respectively of extension
to 20,000 tons capacity.

RC. I associate myself entirely with the recommendations
of the Board. I am satisfied that while the completion of
Nos. 3 and 4 Basins will ease the pressure, the immediate
future requirements of the port will be met, and it is
essential that a wharves should be provided
to provide an additional 50,000 tons of capacity
double-storey wharves. I consider it the most necessary
to cope with the increasing trade in sight.

If the plans accompanying Mr. Mitchell's report are examined, it will be seen that they provide for two additional deepwater berths and transhippers on the line of the existing berths Nos. 1 and 2, which have been completed and Nos. 3 and 4, which was now under construction.

22. I propose that No. 5 Berth should be proceeded with immediately in continuation of No. 4 Berth now under construction. I think that if this berth is constructed as proposed in the Consulting Engineer's report, and if in addition a double story wharf is built, the additional accommodation for cargo and for cargo which will be made provided, together with the lightering facilities which will remain available and as required, at present, will meet all that is absolutely necessary for general traffic for the next three years or more.

23. The search for an additional 750 feet instead of 500 feet - the length per berth in No. 4 - is the main additional berth unit pending the terming in all of the ships of the size actually visiting the port; and, at the end of the 750 feet the under water formation changes to what subsequent construction will involve a change in method, and probably some extension of the work. Mr. Mitchell and I are agreed that the next development may be an extension of berth No. 5, but a set-off of the at a point adjoining the existing lightering wharves.

24. It might be contended that the present recommendation does not go far enough, but I feel that I cannot justify embarking on larger capital expenditures at this stage. I would prefer to judge the question after consideration and thorough advice from the Union's engineer and in that case have in mind the recent operation at Mombasa. I am certain that the port should be re-arranged and free of the possession of the 2972 feet of wharf at the earliest possible moment.

current with free rail movement from each end to
 the full working potentialities of the berth, as
 determined in actual practice under local conditions, and
 having been determined, the position in regard to
 future requirements may be more accurately gauged on more
 complete data, before embarking on the heavy capital
 expenditure which would be required for the next set of
 berths.

25. The High Commissioner will appreciate that at
 present not only is the work of the Port interrupted by
 construction operations, but the movement of trains and
 rolling stock is restricted by the fact that there is only
 one narrow entrance and outlet for Railway and road
 connections. Under such conditions it is impossible to
 secure full working capacity, or accurately to gauge what it
 might be. When we obtain free rail movement in and out of
 each end of the yards, it will be found that the actual
 working capacity of the berth, in conjunction with railway
 loading, unloading, and movement, is in excess of the
 present estimates.

26. In any case, Mr Mitchell agreed with me that the
 additional quay wall, together with the lighters, coal
 oil and other auxiliary lighterage facilities as at present,
 we should be reasonably safe for some years, we are
 contented for short periods for the time being, while the
 next big relief may be found to lie in special provision for
 maize.

27. On the other hand, it is most desirable that the
 fullest possible benefit of the heavy initial expenditure
 on the deepwater berths should be obtained by not stopping
 at No. 4. I anticipate, and have also suggested to
 Mitchell, that if the contract for No. 5 could be placed
 before September, when the present blockading and leaving

X 15264/18 Kenya 2

Mr. [unclear]

Mr.
Mr.

Mr. Bollaigly - 19/1/18

Mr. E. F. Harding

Sir J. Shuckburgh

Sir G. Grindle

Sir O. Davis

Sir S. Wilson

Mr. Grenville-Gait

Lord Lorc

Mr. Amery

Mr. [unclear]

Collected & sent
A. H. 50/18
18/6/18

DRAFT

22 (odd)

Respectful
Governor
Nairobi

From Tel. of 17 June
additional Quays
Kilim.

Pending receipt of
your disp. of 15 June
& arrival of Mitchell
it is not possible
for me to examine
proposals nor in
any case is there
time to consider
them before 21
June. I do not
wish to interfere

with your pleasure in making
any possible but it should be
understood that I am not
committed to approval even
in principle. I shall

communicate with you again
as soon as possible after receipt
of dispatch of report.

Does not cover following
points. I should be glad

- (a) analysis of
extra railway earnings
referred to
- (b) report on
working of existing berths
and double track sheds
& advantages derived
therefrom.

Yours

12 JUN 1928

Telegram from the Governor of Kenya to the Secretary of State for the Colonies.

Dated 17th June, 1928.

(Received Colonial Office 11.55 a.m. 17th June, 1928.)

90

X-10203/27
1018

Your despatch of 14th November No. 948. I propose that a motion should be moved at this session of the Council that a loan of £668,000 be raised under the provision of the General Loan and Inscribed Stock Ordinance 1921 for additional deep water quays 750 feet with double storey sheds at Kilindini £603,000 and oil quay Kilindini £65,000. I have addressed you fully on the need for this expenditure in my despatch of 15th June No. 314. This despatch was (group omitted) in order that the matter could be (group omitted) in detail with Mitchell consulting engineer who recently (group omitted) this country and is now on the way to England. General Manager in moving motion will indicate (a) traffic 1922 to 1927 increased by 234% and this year again shows substantial increase and (b) financial results of the Railways and Harbours are, absorbing all additional interest charges, so much better than was anticipated when the Estimates for the current year were framed that there can be no doubt as to ability of the administration to meet additional interest charges.

Railway earnings alone for the period January to May approximately £100,000 over estimate notwithstanding rate reduction. Unless I hear to the contrary from you will presume your concurrence and will arrange for motion to be moved on Thursday next. It is important that sanction should be given as placing of contract within the next two months while contractors' plant and material are available ^{will} ~~with~~ procuring such lower price than could be obtained at a later date. No expenditure

of 10/11
10/11
10/11

91
CWS

expenditure will be (group omitted) in view of the existing
(group omitted) of course without your sanction. I am

relying fully to your despatch of 17th May Confidential. You

will no doubt have observed that the Treasury calculation makes

no allowance for very substantially increased traffic which

has occurred since the last estimates or for increased port

charges.

1500
78
Ranger
CWS