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Rectification
of (L.M. 100)*

W.W.O.

ation contained in Kenya Confidential despatch No. 164 of the 26th November, that the scale of salary for Crown Counsel should be £720 to £920.

I have the honour to be,

Sir,

Your most obedient,

humble servant,

Edward Grey

GOVERNOR

Dep

19039/12

N. 2002/26

24th December, 1926.

CONFIDENTIAL.

Hon'ble Colonial Secretary,

RESIGNATION OF MAJOR BOWN, CROWN COUNSEL.

Ref. Your No. S/F16816/1831/37 of 16th November, 1926.

1. I attach a copy of a letter addressed to me by Major Bown just before his recent departure on leave, in which he intimates his intention to resign his post as Crown Counsel.

2. I have received the intimation of Major Bown's intended resignation with very great regret. Major Bown's work during his 27 years' service has been of the highest standard and his resignation deprives the Service in general and this Department in particular of an exceptionally capable officer.

3. I am anxious that early steps may be taken to secure the appointment of a successor to Major Bown as I have arranged that two officers of this Department should go on leave in July next and therefore it is essential that Major Bown's successor should take up duty before then. I accordingly forward herewith the usual particulars of the vacant office.

4. In connection with the selection of an officer to fill the vacancy I venture to hope that the Secretary of State will make every effort to secure the services of a barrister with practical experience

experience in his profession, and, if possible, with experience in the Colonial Service.

6. I appreciate, of course, that the Secretary of State's field of selection is necessarily limited according to the salary attaching to the particular post, and one can hardly expect to attract highly qualified and experienced candidates with an initial salary of 4600 per annum. I sincerely hope, however, that the Secretary of State will see his way to accept His Excellency's recommendation regarding the raising of the status of Crown Counsel, as I am convinced that the acceptance of that recommendation will directly benefit the Colony by enabling us not only to secure better candidates in the first instance but also - still more important - to retain their services for a longer period than we can hope to at present.

(S) W. C. HUGGARD
ATTORNEY GENERAL.

34
ATTORNEY GENERAL'S OFFICE,
Nairobi,
4th December, 1926.

Hon. Attorney General.

Sir,

As I am going on leave I think it right to tell you that I do not anticipate returning to my appointment as Crown Counsel in Kenya.

I have been offered a partnership in the firm of Atkinson & Wright, Advocates of Mombasa. As my immediate remuneration in private practice is much more than my present salary etc. and than prospects in the service would seem to ensure for some time I have decided to accept the offer.

I propose to tender my formal resignation to the Colonial Office at the expiration of my leave.

I have the honour to be,

Sir,

Your obedient servant,

Ed. Herbert Dawn.

35
END

EAST AFRICA PROTECTORATE.

CROWN COUNSEL.

Particulars of the Office of vacant
 In the ATTORNEY GENERAL'S DEPARTMENT, NAIROBI.

<p>1. Duties of Office and qualifications required for their performance.</p>	<p>Assisting Attorney General in advising Government on all legal matters, drafting legislation, prosecuting, conducting civil cases etc.</p> <p>Barrister at Law.</p>
<p>2. Salary of Office.</p>	<p>£600 by £30 per annum to £640.</p>
<p>3. Allowance, quarters, and other circumstances affecting the value of the Office.</p>	<p>Free House or House Allowance (of 15% of salary) in lieu of quarters.</p>
<p>4. Nature, number and account of securities required.</p>	<p>Nil.</p>
<p>5. Whether free passage is provided for person selected and his family.</p>	<p>Free passage for officer with £40 allowance for family.</p>
<p>6. General particulars regarding accommodation, furniture, &c, for information of candidate.</p>	<p>Furniture - see sections 198-206 of the Code of Regulations for Officers of the Government Servi</p>

24th December, 1916.

(Sd) W. C. HUGGARD
 ATTORNEY GENERAL.

NAIROBI.

Head of Department.

1927

Kemaja

No. 10104

SUBJECT

CO 533/366

Kalendar Harian

Previous

N/E 1952/36

Subsequent

15005/28

15014/28

927

1927 2

10107

KENYA

10107

KILINDINI HARBOUR

LHC

1952/26

101 P.O.

1958 Transfer O.C.

1958 Kilindini Harbour

1958/11.11

2797

Chief Sec., T.T. 31st December 1927
3.P.M.

Asks for six copies of the Imperial Shipping Committee's Report on the Control and Working of Mombasa (Kilindini) Harbour, Kenya Colony, Cmd. 2713.

Sent 6 copies 3pm

9/10/27

1-2-27

DESTROYED UNDER STATUTE

to be Sec. 17 (1 second) - 9 FEB 1927

DESTROYED UNDER STATUTE

A. of Linnings

16 Feb, 1927

in by Major Gen Sir John Davidson

in folder in sub file A

1/3 sent to Sec

Sub

1/10/27

21/2/27

4. to

copy Q. A. to Gov. 24 July 1927 1/3 on sub file A

A note relating to the shore handling including certain extracts from a speech by Mr. Pelling is attached to the Subfile. Since this note was written, I have seen X.10169/27 relating to Mbaraki, and paras. 4 and 5 of No. 1 in

X 10107
27

that file are of interest in the connection, as it is stated that (a) all local opinion is in favour of the policy that there should be only one authority in respect of lighterage and shore handling; (b) Mr. Pelling is not in favour of the work being done by Government itself but is a firm believer in using private enterprise subject to reasonable security for the public interest, and has no objection to the work at the coast being done under one comprehensive contract after having called for tenders from private enterprise.

Not
J. Allen

22/3 at all

RECORDED UNDER 31/11/47
J. of Comm.

11 Feb 1947

In by H. Rawden

(m/s to Gov. V.C. in sub file)

Not J. Allen

2/3

stance

- 6. m/s to Gov. Kya.
- 7. m/s to H. Gov. for T.

15 March 1947 on sub file

8. ———— J. Lawrence M. ———— 16 March 1947

Requests interview with Mr. Arney in order to discuss the subject of Kilindini Port

Mr. Lawrence calls at the Dept. & says that he had come to England at about a moment when to discuss Kilindini on behalf of the

Primary paper on sub file A

75. One of two others are not in file.

La green. obj. attacks JMR

X 10107
27

34

selected command. Lawrence's letter understood that he came here to see me recall that at the recent discussion in the S.P.S. room it transpired that Mr. J. had evidence in the short run at Kilindini. Lawrence's letter Mr. Fisher, Sir G. Gigg, who was back then (but he was off to the U.S. & (as he said) he wanted an interview with the S.P.S. - means that nothing happened nothing was discussed.

to Lawrence: I saw my prominent Indian talent in Kumbasa. but he wasn't a little foolish & I think the U.S. this causal to G. Gigg before the S.P.S.; asks to decide whether he will see Mr. Lawrence

J. Allen

17/3/47

Mr. S. Wilson
Mr. J. Gigg

The paper passed to Lawrence to discuss of Kilindini Port with the S.P.S. & Lawrence the

4

X. 10107
27

Governor, A.P. Jeevanjee does not represent anybody but himself, as far as I am aware. If the S.P.S. is kind enough to see him it would be, I think, only if Sir E. Grigg considered this advisable on political grounds & in Sir E. Grigg's presence. But I consult Sir Edward privately.

OS
18/3

Int Comrade Jones
Sec of State

I think your Plea Sec should consult Sir E. Grigg & hear what he has to say.

J.H.G.
21. 3. 27

Wog 21 3. 27

I telephoned to Sir E. Grigg P.S. but being unable to get into talk with him I wrote him a letter.

I have now written to Mr. Jeevanjee on the lines suggested by the telephone reply to my letter. rec. this morning

A. S. Cunningham
23/3

To P.S. to Sir Edward Grigg 22 March 1927

DESTROYED UNDER STATUTE

To Jeevanjee (no. 8. Amsd) 23 March 1927

H.A.

X. 10107
27

5
5

12

Jeevanjee, A.P. 28 March 27

Sends copy letter he has addressed to H.E. Sir E. Grigg, and also a copy of a circular regarding Kilindini Port and freight and landing charges.

No action pending any developments. Put by

J.H.G.
21/3/27

DESTROYED UNDER STATUTE H. of Commons 17 April 1927

Entry proper on Sub file A.

Question by Sir Robert Hamilton.

14

Colonial Office 17 March 27

Note of discussion in S. of C. room on Monday, 21st March, 1927.

15

Lord Inchausti 28 March 1927

Expressee agreement with "Note of Discussion".

16

Memo from Mr. Berkeley 21/3/27

Two copies of draft Agreement provisionally signed on behalf of Administration and the Wharfedale Cos. Requests agreement be put into legal form by C.O. legal advisers.

17

Strachey in Allen 5 April 27

18

Sir C. (You will see by Sir E. Grigg's Note that it is desired to get this Agreement completed and signed before the 14th of April.

The department has, of course no cause to complain of this but it does seem a little unreasonable from the point of view of higher authorities who have other pre-occupations).

I have ascertained from Col. Walker that Sir Edward Grigg agrees to the draft Agreement and I had sent on the attached note with action proposed on page 3, when Col. Walker brought the attached telegram which Sir Edward Grigg wished sent to the Q.A.G. of Kenya.

I have written for the Selley, but another has a to be made at the House Council & the Davis - 1927

X (17)

X (18)

The clauses as to control are, so far as they are relevant, generally in accordance with what was agreed at the conference with Lord Inchcape (see No.14), but as these clauses are prefixed by the words "Secretary of State agrees following system" I told Col. Walker that the telegram would in any case have to go to higher authority as I was not in a position to assume that the Secretary of State had approved everything contained in Clauses VI to XI (e.g. as regards the Port Advisory body (Clauses VIII and IX) a recent minute of the Secretary of State referred to the possibility of extending the Railway Council.

I gathered the Shipping Companies would strongly object to that an *ad hoc* Advisory Body in the Port is regarded as essential. I raised the question whether the telegram should not be sent limited to the question of the Agreement, but I understood that such a message would merely invite an enquiry as to the arrangements as to control. Further decision is therefore required on the point whether the Secretary of State is prepared to approve the arrangements in the telegram and of its despatch as it stands.

I would suggest that it might go subject to the substitution for the words "Secretary of State agrees following system" at A on page 1, of "Following clauses are being considered by Secretary of State who is not disposed to object in principle", and by the insertion of the word "any" before "amendments" at B on page 2, in order not to be too definite as to the precise means by which the Port Advisory body will be set up.

If this procedure is adopted the official telegram suggested on page 3 of the attached note

/can

can wait, but in order to expedite matters I submit a draft for the suggested letter to Lord Inchcape which should enable the instructions to the solicitors to be sent at once. The necessary draft is being prepared in case this is approved.

JANU 27
 The necessary draft is being prepared in case this is approved.
 The necessary draft is being prepared in case this is approved.

The draft appears to be very satisfactory as to procedure, as suggested, except that it seems to me preferable that an official telegram from the S.P.S. to Mr. Doberman should be sent rather than a private telegram from Mr. Doberman to Mr. Walker in about west of morning to send him telegram. It is in my telegram from the S.P.S. - all possible. This can be explained to Mr. Doberman.

Jagjee
 2/11/17
 I have passed
 as instructed
 with care
 J.M.P.

Sec of State
 I think if you approve, the draft should go at once to Lord Inchcape. I will then take up the question of informing Mr. Doberman what should be done. I think come from you, as suggested.

10107

by Sir C. Strachey. You will see from the prepared telegram to be sent by Sir E. Grey that (b) it says "Control to be exercised by High Commissioners in respect through General Managers of Railways etc." I am not sure that you were finally decided ~~on this point~~ and that you did not think it might be better to give Sir E. Grey another title in so far as his past duties were concerned.

B.H.C.
6.4.27

As proposed. I am not sure and (b) and (8). As regards (b) it should be called "High Commissioner of Railways" as they stand on Harbours or High Commissioner of Railways as they will become under General of Railways & Harbours (as you did in the past). (8) was not the primary object (TT?) but to be reported on the Port Admin. Council. Otherwise the idea of High Commissioner to be in charge of the Port.

all the work done by the High Commissioner

It is the duty of the High Commissioner to be in charge of the Port & the High Commissioner to be in charge of the Port.

X (1007)

9-7

- 19 - To CA (with Sir E. Grey) 6 April 1927
- 20 - To Bushells 6 April 1927
- 21 - Sir H. Mackinder 4 April 1927
- 22 - To Lord Birkbeck 7 April 1927
- 23 - Note by Mr. Allen 7 April 1927

Mr. Ormsby-Gore
Secretary of State

The action approved by you in your minute above has now been taken.

As regards the proposed telegram to be sent to the O.A.C. Kenya, I discussed this matter this morning with Mr. Telling, Sir Charles Strachey and Mr. Allen, and I attach opposite (No. 23) a Note by Mr. Allen recording the result of our discussion. I took the opportunity of also discussing with Mr. Telling the point raised by Sir H. Mackinder in his letter to you dated the 4th of April (I have included this as No. 21 in the file, which I hope is all right). There he suggests that the arrangement now agreed to by you sets aside the principle of free competition between the deep water wharves and the lighterage. The result of our discussion with Mr. Telling on this point is also recorded in Mr. Allen's Note (No. 23 on file). I think we might now send a telegram to the O.A.C. Kenya and also to the Governor of Uganda on the

1927

lines proposed by Mr. Felling in No. 18 with the wording amended as at A and B in Mr. Allen's Note No. 22. The question of the relation of Tanganyika to the Port might, I suggest, be postponed for the present and when Tanganyika has more interest in the Port there should be no difficulty in arranging for the Territory to be represented on the Port Advisory Council.

As regards Sir H. Mackinder's letter No. 21 Mr. Felling points out that lighterage is as a matter of fact left free under the proposed Agreement, although it is unlikely that any competition, at any rate for general cargo, will arise. At the same time he pointed out that ships were ~~made~~ berthed at the quay at the direct request of the shipowners and that no pressure was brought to bear to make them berth at the quays and that the local representatives of the Shipping Companies are quite satisfied with the existing arrangements. I suggest that a reply should be sent to Sir H. Mackinder pointing this out.

I suggested to Mr. Felling that even though lighterage is left free under the new arrangement, the handling charges to be given to the Wharfage Companies and that I suppose that in this way they can, by increasing their charges to a competing firm, make competition almost impossible. Mr. Felling said that although they would have to be allowed to charge a small percentage extra to a competing firm, the Port authorities would have sufficient control over them to prevent them doing this to such an extent as to prevent competition. He did not, however, think that

there was anything in the point raised by Sir H. Mackinder.

P.H.G.
14/27
I agree I talked with Mr. Felling yesterday afternoon. He seemed delighted with the result of the negotiations, the proposed settlement. He told me however that he was afraid that he had not made his views clear to the Council and he would like to see a circular on the subject. This I can well believe.

26 Tel. to Gov Kenya (for Rejection to Gov Uganda)
Cons 11th April 1927

~~DESTROYED UNDER STATUTE~~ *26* - *don't include* - *same 27*

~~DESTROYED UNDER STATUTE~~ *26* - *don't include* - *same 27*

Will proceed at once to draw up form of agreement (the agreement was signed) (see also 13/4 above)
S. C. Mackey

See letter from Gov Kenya
13/4/27
14/27
15/27
16/27
17/27
18/27
19/27
20/27
21/27
22/27
23/27
24/27
25/27
26/27
27/27
28/27
29/27
30/27
31/27

informal discussion about that also, and one suggestion was that the title of the services should be altered to "Kenya-Uganda Railway and Harbours"

in which case Mr. Felling as General Manager of the services under the Order-in-Council, would become General Manager of the Kenya and Uganda Railway/Harbours.

If the procedure is by way of amendment of the existing Order-in-Council, it will be a question whether such amendment can be ~~regarded as~~ made locally by Proclamation under Section 27 of the 1925 Order-in-Council or whether an amending Order-in-Council would have to be passed here under Section 28.

In the first instance, the paper had better go to Mr. Bushe for his advice as to the procedure to be followed, and then Sir Ed. Grigg and Mr. Felling should be asked for their views.

(As regards the question of the constitution of the Advisory Board referred to in No. 51, you will see that the telegram, No. 24 in the file, was deliberately worded to leave the question of composition open to further consideration).

W. H. Allen
5/14/27

I have got rather out of touch with this question and I am not sure that I appreciate exactly what is now required.

As I understand it the proposal is that the Port of Kilindini, which will include the ^{Continued} leased area, is to be ~~included~~ included in the Services, that the provisions of the Order-in-Council are to apply to the Port, subject to this that

that the High Commissioner is not to consult the Railway Advisory Council upon matters relating to the Port, but to consult a new body to be set up.

Mr. Felling is not General Manager of the Railway, but the General Manager of the Services and I do not see how you can alter his title. One could, however, alter the title of the Services so as to include some reference to ports if desired.

If the above is correct, I think the proposals will have to be carried into effect by an Order in Council amending the present Order.

Sir C. Johnston
24

The 2 sent to Sir Ed. Grigg 24/5/27
No. 24 & 51 - after discussion (last time on Wed. evening) - after you that the S.M. type order is correct & A, & say that it is less necessary because the of course the Order relating to the new title of services, this will be K. & U. Railway & Harbours & the General Manager, and as to the title of the Board, or

The office has come in the morning 11/20 11/20

which he wishes to be considered
the suggestion in 31. 6. 27.

to para 27 of the Port Commission

report - 4 copies

(as must have been to
Council in Feb.)

W. G. ...
25.4.27
C.S. 25/4

Yes, not for views of ...

E. Jigg

D.H.L.

at once

28.4.27.

33 To Jigg (w/copies 31, 24) ¹⁷⁵ Cons. 3 MAY 1927

34 Burchells 28 April 1927 ¹⁷⁵ Return to Mr. Allen

Two 05 printed copies of the agreement
of which 50 are required by the Port officials
C.A. have been supplied with 6 and the
two interested Companies 20.

5 copies to Kenya w/calling book
5 copies to Uganda w/calling book
J.M. Allen

35 To O.A.G. Kenya } 255 copies } 364
36 To Aug. H. for T. } Head to 34 } 39
37 To Gov. Uganda (w/c) } 180 } 543
5th May 1927
7/1

88 I.A.C. Durban 6 May 1927
et. 164
Also when official statement regarding Port
Settlement may be made. Question likely to be asked
in Council - opening 10 May

39 Durban 11/5 29 April 1927
Two copy tel. sent by Mr. J. Jigg to Mr. Durban
in the subject of the arrangements of the
terms of the Port Settlement
to Burchells

As regards the African World see Press
cutting from Daily Telegraph within some such
detailed statement may appear in tomorrow's issue of
the former paper. In its issue of 30th April (page
23) is a statement by Reuter presumably based on an
interview with Sir E. Gigg, which includes an
assertion that "on this (i.e. Kilindini) port) such
progress has been made that a definite announcement
of a settlement may be expected in the House of
Commons at an early date". I do not know the founda-
tion for this and the Private Secretary knows nothing
of it. I assume therefore that any statement here will
take the form of a notice to the Press. In that case
I tel. to the O.A.G. saying that no
objection to his making statement to the Council on
10th May on lines of B. of G's tel. of the 11th April
explaining however that the agreement was signed 13th
April and that printed copies sent out by the mail of
5th May; and that a statement will be issued to the
Press on the evening 10th May and ask him to repeat
tel. to Uganda with a view to publication there.

(The S. of S's tel. of 11th April contained a reference to the estimate of financial results of the agreement - see last sentence under (2); and a Conf. paragraph might be added to the tel. saying that no reference to this should be made in any public announcement).

The statement for issue to the Press here might embody the substance of the tel. of the 11th April with amendments to make it clear that the agreement has actually been made: of course omitting sentence referred to at "A" above.

H. T. ALLEN

6.5.27

X
Yes - that letting is not an aim that the shipping companies should not regard as as triumphing over them.

W.S. Hooley

6.5.27

Sri C. S. Thackeray

J.H.B.
of office

6.5.27

40 To road tel. 9 May 27
41 Draft statement to Press

62

H. B. B. B.
It also see
in special note
in 100 89 200
to letting
Patric

W. G. G. G.
11 May 27

Agree arrangements best possible but think principles of para 10 & 107 of last Economic Report will not be lost sight of. It is of opinion that basis in Port Working done by Rly should be regarded as advisory and payable to Rly when they decide on self supporting. No objection to Kenya recommendation as the Advisory Bd. has agreed. Separate Opn. C. preferable.

413 To Dutton (w/opus 10041) 12 MAY 1927

W. B. B. B.

The paper to Dutton (regarding report below deal with the operation of harbor & railway finance structure of railway etc. copies & the opinion of the Commission that the harbor should be self supporting (107). The paper has changes since the Commission reported & the principle refer an it is rounded out as final cooperation for the future. Para 11 of the S. of S's tel. of 11.4.27 (to be in the file) has however caused that they are not lost sight of. In the report's recommendations as to the manner of self supporting awarded 1. a copy of the 12.4.27 also to be then to be given a contribution.

Mr. Seppies

It does not seem, however, any part of our
interests here can be recovered
from the Company, who here of course
have and Solicitors for the agreement,
however, is between the Railway & the
Company & though funds are not
concluded

Reply approving payment from
K.V. Railway funds & saying no steps
should be taken as to recovery from the
Company.

Can Cliffe

10.6.27

In the absence of any arrangement as
to the incidence of the costs this
seems the clear course.

Yours truly

Sir C. Stoddart

Containing this is entirely different
from a contract or commission

W. B. Stoddart
15.6.27

C 20/6
Office

47 To G. A. (no 46 and) 24 JUN 1927

J.M.

DELETED UNDER STATUTE

123 June 1927
Presented by Sir Sidney Hemm

Further steps in
sub-plot

(Mrs. Norton) Pitt
H. Miller
28/6/27
above

No 144 has been seen from Sir J. G. G. to
the letter of the 6th June. I spoke to
Col Walker about it - he had not seen
it but had asked Sir J. G. G. to hand
the document. He was sure Sir J. G. G.
would want the Off. Commissioned to
be Felling the Reg. before the
On Cases passed.

H. Miller
28/6/27

I heard nothing from Colonel Walker, but
Sir E. Grigg happened to come in the afternoon before
his departure so I took the opportunity to mention
the matter to him. He seemed to imagine that the
letter of the 6th of June had been answered and was
so vague about it that I doubt very much whether he
remembered it at all and that it had probably been
put away and forgotten. In the circumstances
I think the best course would be to send a draft out
to

Char included
at this console
JMP

to the O.A.G. together with a copy of the letter
to Sir E. Grigg explaining that no reply was
received before he left, but that the S. of S.
would be glad if consideration should be given to
the draft before Sir E. Grigg arrives in E. Africa
in order that the matter may be placed before him
immediately on his arrival.

W. B. Brown
7/8/27
W. B. Brown
7.7.27
W. B. Brown
7.7.27

RESTRICTED UNDER STATUTE

Burchells — 7 July 1927
Ask whether they may supply at this
expense - a copy of the Port Agreement to
Sir S. Ham

RESTRICTED UNDER STATUTE

Burchells (49 and) 12 JUL 1927
To Heron (w/ Copy Agreement) 13 JUL 1927 S.O.
52 To En Kya 6/5 / copy draft in C-33-44
53 To En Ngada 28/9 / copy 53/1 com.
54 To Mr. Gans 12 / copy 53/1 15 JUL 1927

55 Colonial Office 17 Jan 1927
Copy of letter to Gen. Hearn - Harrison
re comments on the working of the Port of
Mombasa
That is all of it so far
Mombasa

to T.T. may be of interest

to Sir E. Grigg
W. B. Brown
7.7.27
W. B. Brown
7.7.27

W. B. Brown
20.7.27

W. B. Brown
25/7/27

W. B. Brown
26.7.27

RESTRICTED UNDER STATUTE

57
for Grigg tel 10 November 1927
States Resolution appointing control and management
of the port charbon services by the K. B. with the
Amendment of Draft C in which
Mombasa have a great. Will telegraph further. Meanwhile
Provisional Board has been appointed
to examine the agreement proposed
to the Administration of the Customs & Excise
& an officer of the Kenya Int. Bd. is a
combined dept. which the expenses are divided
between Kenya & Uganda & Mombasa & the
Kenya. The interest is an important one?
The more important and important part
of the port services and administration part.

also used in the first draft. At the further
draft ^{with} shipping as per the
returning

C. The word "as the case may be"
was in the original draft. It was not in
the 1927 Bill. It has come home in a separate
volume. I presume it will do so in this
- the intention was that they should be
numbered under section 7 of the 1927 Bill.
Submission (The Royal Com. should have
had the right of the 1927 Bill must have
regard to the financial position as a
whole; but unless Mr. Bushe takes
exception to the addition of the word "respectively"
it may pass

D. In his speech of the 30th Oct last the
Gov. said "A Provisional Port Advisory Com
on the lines recommended in the Port
Commission of Enquiry has been brought
into existence that its first meeting in the
22nd of this month." I have not been able to
trace any record of the appointment of it
(with an enquiry see minutes of 25th in the
file); unless any of the events as to the
drafted Bill is just made as to the Provisional
Advisory Com. ^{W. Allen}
appears called for.

C. I do take exception to the addition of
the word "respectively", firstly, because there
are

are not two lots of estimates, but one, and you
cannot submit one thing respectively to two bodies;
secondly, because it is contrary to the whole scheme
of the Order in Council which creates not two
services but one, thirdly, because, as Mr. Allen
points out, the estimates should be looked at as a
whole; and fourthly, because the addition of the
word makes gibberish of the Clause.

If it were necessary to separate the
estimates, which I strongly deprecate, one would
provide for it properly.

"Such estimates, in so far as they relate
to such-and-such matters, shall be submitted to the
Council and, in so far as they relate to such-and-
such matters, shall be submitted to the Board

HB
10/11

I have spoken to Mr. Bushe about this, and
I gather that he does not wish us to suggest any
alternative to the word "respectively", but simply
to leave it out. As the proposed Order is one
which is to be made by His Majesty on the recommenda-
tion of the Secretary of State, I agree with him
that, on minor questions of draft it should be the
Secretary of State's proposal that should prevail,
and not that of the local Government. Telegraph
therefore that the Secretary of State cannot
approve the amendment proposed in "C".

B. Supporting letter, and
supporting letter, in reply to the letter from
14/11/27

been submitted to the Legislative
Council & therefore published - the
City, I don't quite see the need
for making special arrangements,
because simultaneous publication
here - Kenya. But it was done
last time - similar circumstances
so as proposed. R.D. Simons

22/11/27

As published

Mr. Omsby Gore shall see
as to the proposed action

intended to be 57 in printing
a provisional number (B) of 1927
and by mail (B) of 1927

W.C.S.

22.11.27

To Mr. Pres. of the C. (w) of Omsby Gore
& memo 12/12
Cons 28 NOV 1927

I understand that Mr. Omsby Gore
is anxious that an enquiry should be
made of the Governor on the lines
suggested - his minutes of 3.11.27
(see No 55A in papers of 1927)

It is perhaps undesirable to make
this enquiry with the blue, he might
perhaps put it into the telegrams - we
have sent the info. to the Governor that

the Order - Council is passed (Dec 18)
is a Council meeting & day so that
the enquiry would not be long delayed)

R.D. Simons

W.C.S.

20.11.27

Dec 20.12.

H. Smith

R.D. Simons

6/11

60 Tel. to Gov. was

22 Dec 1927

61 Jo. Gov. Reg. 48

67 Jo. Gov. Reg. 38 (Part 57)

21 JAN 1928

15005/28

W.C.S.

- Mr. [unclear] 12/12/27
- Mr. [unclear]
- Mr. [unclear]
- Mr. Bottomley
- Mr. E. J. Harding
- Sir J. Shackburgh
- Sir G. [unclear]
- Sir C. Davis
- Sir S. Wilson
- Mr. Ormsby-Gore
- Lord Lovat
- Mr. Amery

X.10107/27
Kangaroo
Cashed 2.50/12/27

~~Handwritten scribbles and signatures~~

No. 350 amending
Order - Criminal passed
20th Dec

DRAFT.

Governor
Nairobi

I have been informed
that on provisional
harbour advisory board
representative of Union
Castle representative of
British India have been
selected to represent
shipping interests.

Date 20 Dec filled
in after speaker's
P.C. Office: 8/12/27
(Blank one
filled -
when tel.
affirmed)

an unwill to copying
 this report but I feel
 somewhat apprehensive
 especially in view of
 lightening positions whether
 it ^{conside} fair to the
 shipping interests ~~the~~
 select if both
 of visitation & vacation
~~relates will be referred to these two~~
~~selected for large~~
 passenger lines. Will
 you inform me what is
 course intended for
 future.

- Mr. Easton
- Mr. Macmillan
- Mr. Norman
- Mr. E. J. Hartley
- Sir O. Straehle
- Sir J. Shuckburgh
- Sir G. Grindley
- Sir O. Davis
- Sir S. Wilson
- Mr. Ormsby-Gore
- Lord Lovat
- Mr. Talmey

X 10107 / 27 CA King 59 20

Recd
 1500 1/28
 NOV 27 1827

27 NOV 1827

My Sir I have the honor to transmit

DRAFT.

The President of the C.
 (Europe to be addressed to
 Clerk of the Council)

to your Lordship the draft of an
 O. in C. to establish the King
 of France establishment of a
 to amend
 Admiralty Council for the King
 (Transit)
 & Uganda Customs & Harbour
 and Ocean Council 1827

I have the honor to transmit
 what your Lordship will submit
 this draft for the approval
 of His Majesty the King in Council
 & that 4 sealed & 48
 plain copies of the O. in C. may
 be supplied for the use of the Co.

Final draft O. in C. (Printed in red)
 as amended in red.

27

X 10.1.07/27 EA 21

Mr. Lathwood 20x1
Mr. Menzies
Mr. Maclean #25p
Mr. Bottomley
Mr. E. J. Harding

Sir J. Sluckburgh
Sir G. Grindle
Sir C. Davis
Sir S. Wilson
Mr. Ormsby-Gore
Lord Lovat
Mr. Amery

DRAFT.

Memo to accompany
letter with
to Pres. of Council

E/59

Memo:

It will be observed that
the draft O in E
enclosed in the accom-
panying letter includes
certain Manuscript
amendments which require
to be incorporated in
the final print
2. To secure
some cases
2. It is required
that

X-10107/27 EA 21

Mr. Eastwood 20x1
Mr. Allen 214
Mr. Nicolson 25p

E/59

- Mr. E. J. Harding.
- Sir J. Shuckburgh.
- Sir G. Grindle.
- Sir O. Davis.
- Sir S. Wilson.
- Mr. Ormsby-Gore.
- Lord Lovat.
- Mr. Amery.

DRAFT.

Memo to accompany
letter to Sir
2 Pres. of Council

Memo

It will be observed that
the draft O. in C.
enclosed in the accomp-
-anying letter includes
certain Manuscript
amendments which require
to be incorporated in
the final print.
To secure
it is required
that

Publication may be
deferred pending a
further intimation
from the Co.

Co. 28 Nov 1927

RECEIVED

19 NOV 1927

COL. OFFICE

22 58
16107/27

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

Dated 18th November, 1927.

(Received Colonial Office 2.7 p.m. 18th November, 1927.)

No. 359 - 18th November. My telegram No. 350 of 11th November motion covering amendment already communicated was adopted in Legislative Council 17th November.

Amended referred to in No 27

[The Council Board shall consist of:—]

Article 8 (1)(i) (a)

The person holding the office of Commissioner of Customs under the East Africa for the whole of Protectorate Kenya and Uganda Protectorate.

Article 8 (1)(ii)
para (a) (c)

The persons other members under para (b) hereof shall be persons who in the opinion of the Governor of Kenya represent shipping shipowning interests.

Article 7

Such estimates shall be submitted to the Council of the Board respectively for consideration.

RECEIVED
11 NOV 1927
COL. OFFICE

24
57

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

Dated 10th November.

(Received, Colonial Office, 10.26 a.m., 11th November, 1927.)

350
10th November.

Resolution approving control and management of the port
and harbour services by the High Commissioner for Transport will
be moved this session with the following amendment of provisions
embodied in Draft Order in Council with which Uganda have agreed

(a) Article B(1) (II) (a) delete the words "under the Government
of Kenya" and substitute "for the Colony and Protectorate of
Kenya and Uganda Protectorate".

(b) Article 3(1) (II) paragraph following (e) line 3 delete
"Shipping interests" and substitute "Shipowning interests" as
recommended by port Commission of enquiry "Shipping" was considered
too wide a term.

(c) Article 17 line 13 after the word "Board" insert the
word "respectively".

Will telegraph further after the motion taken meanwhile
provisional Ports Advisory Board has been appointed in
accordance with the recommendations of the Port Commission
of Enquiry.

350
10th Nov 1927
A
D

W. H. Murray

Mr. Murray

I should like to purchase
your address book in
the city of New York

and the reply to the
address book is about

1718/27
E.C.
of Davidson being Chairman
of the London C.C.

I am sure that
you will be interested

Yours truly
W. H. Murray
1718/27

W. O. Hughes - Esq.

1917
26

Manhattan Harbour Advisory Board

The proposed constitution of the Board is shown in the draft order in Council herewith. The draft was submitted to Esq. for comments, observations, in England. He did not reply, & it has not yet come to New York, Uganda, & the T.C.C. Transport, in July. Uganda was under bond in comments to the Board & the Board was asked to look it over for the Esq. in writing out, would be a letter before.

In the line of the Board, the Board has been made.

I think it would be good to see a first step in the Esq. the way to get his comments on the draft order in Council.

Very truly yours,
W. O. Hughes
3/21/17

W. O. Hughes

It would be well to have a letter from the Board when appointed, and to be made a part of it. It is important that the Board be made a part of it. It is important that the Board be made a part of it.

Mr. Omsky Gore

55-2
26

Moulton Harbour Advisory Board

The proposed constitution of the Board is shown in the draft order in Council herewith. The draft was sent to Sir E. Eggar for comments & he has, in England, the day after yesterday, sent out to Messrs. Ogden, & the Hon. Treasurer, in reply. Ogden enclosed some comments to Messrs. & they are enclosed herewith. It appears Sir E. Eggar immediately on his arrival. No further action.

In the letter I don't see how any other changes to the order would be made.

I think we must proceed gradually and first ask Sir E. Eggar the way expect his comments on the draft order in Council.

I was wrong in saying used. 2/11/07.
was it for? Messrs.
but he knows that of
the matter.

B. B. B. B.

Could we add that I should like to know when appointments are likely to be made & that it is important that the various shipping interests should be served.

EA Rapt 27 56
Total...
Jm

~~EA Rapt~~
Total...
Jm

27th. January 1927.

RECEIVED
25 JUN 1927
COL. OFFICE

Messrs The Clan-Ellerman-Harrison Lines,
London.

Dear Sirs,

As regards changing hands in the working of the Port of
Bombasa, The Union Castle as requested by me will have kept you-
posted, and I enclose herewith the proposed offer of the Joint
Lighterage Companies to carry on the work as a whole as at present.

At the earnest wish of most of the Shipping Companies' agents
here, we have considered the necessity of carrying on the work of
the wharf, and in forming the New Company which for reasons of
economy is to be manned by the best of the two staffs of the
Lighterage Companies, we have considered it best to place at its
disposal a minimum of 4000 tons of lighterage. This will enable
the New Company to offer the Government their desired wish of a
continuous service.

Now by offering lighters from my East African Lighterage
and Stev. Co., I am only treating this New Company as though they
were another Steamship Co, because I will still have four thousand
tons under control which will be used as warehouses if the
necessity arises to give the steamers dispatch, when a slightly

27/1/27.

slightly higher rate will be charged.

In effecting this economy in the New Company we are able to offer more attractive rates as a whole. If on the other hand the Government do the work on the Wharf, we are still servants of the steamers for lighterage if they cannot get a wharf berth, and I would like to point out how necessary it will be for the lines to collect as at present at least such sum as will cover their lighterage rates, and in the event of the steamers going to the wharf, the Agents would pay it over to the people who are working the wharf as at present, as part of the landing charges.

Of course the disturbing factor in this Port business is M'baraki, for two reasons, viz:-

1. If the Government does buy M'baraki from the U.C. and B.I., Smith Mackenzie & Co. who as you know are the managers of the African Wharfage Co., would probably like to make it a condition of sale that they do all the lighterage from M'baraki for a term of years. This would give them the manipulation as to whose ships would be served first, and as the cargo from this wharf is 12000 tons per month and increasing, you will see the danger. I cannot think, however, the Union Castle who have half the voting power in the Wharfage Co. will permit this injustice to the C.E.H Lines and myself.
2. If the Government does not buy M'baraki but leaves the U.C. and B.I. to stew in their own juice, it will entirely depend on how far the Railway can humbug them by putting

putting on terminal charges, detain trucks and employ all other annoyances possible to sicken and exasperate the B.I. and U.C. to throw their hands in.

I understand the U.C & B.I. would be willing to hand over M'baraki for what they have lost during their tenure - about £35000. to £40000. - and an increased working term for the New Company at the Port.

If, however, the U.C & B.I. could get the same Railway facilities as the Government Wharf (a position they are honestly entitled to), they could at a cost of £150,000. put in a pile jetty and bring their steamers alongside. This would be in serious competition with the Government as they could choose their fill with the exports.

I am hoping the Government will buy M'baraki without giving the U.C. & B.I. any conditions detrimental to the C.E.H and myself, (which would be the case if they secured in the deed of sale the right to all M'baraki lighterage), and this would bring about a better understanding between the Railway and all parties concerned.

Of course I have no say in M'baraki, but I must state the African Wharfage Co. awaited my arrival and have practically been guided by me in framing this new Wharf agreement, and in doing so I have had in mind the Holland Line's disgusting methods at other ports

Sir Edward Grigg and Mr. Sim (B.I.) went Home by the "Modasa" on Saturday last, and Mr. Frudd (U.C.) and the General Manager of Railways sail from here on the 9th proximo. I return South and go Home on the "Carnarvon Castle", arriving Southampton 18th. April,

27/1/27. 30

so we will all be home practically together, when I can explain things more fully.

DARESSALAAM. On my way up from South Africa I called at Darassalaam and I am much impressed with the new lighter wharf of ferro-concrete piling, which is to be completed in six months, but likely to be held up further owing to the new cranes not being available. I understand these cranes have been on order through the Crown Agents for the past two years and only one has arrived up till now, and at least 15 are required. I also understand that some are to be electric, and I have no hesitation in saying this will be a serious mistake, as the small self-contained steam cranes are the most economic and efficient for a lighter wharf. The proof of the pudding will be in the eating, because when the scheme is completed with the cranes and new sheds, we will be able to handle more cargo than at the two new berths at Kilindini for half the cost (including lighterage) as I hear the improvements at Darassalaam are to cost £150,000. against one and a quarter million for the two berths at Kilindini.

The consignees and shippers at ^{Kilindini} ~~Darassalaam~~ are clamouring for lower landing and shipping charges, but they must be increased directly or indirectly if the interest and sinking fund is to be met from Harbour revenue; whereas at Darassalaam with continuous work (which is practicable as it is only a question of lighters to relieve the steamers of their burthens and discharge after the ships have gone), I have no hesitation in saying we will be able to handle half a million tons per annum during ordinary working hours

27/1/27.

hours, provided the Railway can supply the rolling stock and shed accommodation. Consequently I can see no reason why Darassalaam will not be worked for half the present costs as far as landing and shipping is concerned - mind I do not mean half the charges because the Lighterage Companies are put to heavy expenses at the present time through working overtime at the wharf owing to scanty facilities.

I herewith enclose a copy of minute by H.E. the Governor of Tanganyika - Sir Donald Cameron - who is a real live wire and is making himself felt and respected by all in his pushful and imperial methods.

TANGA: This is a port which is immediately ready for exactly the same wharf development as Darassalaam, only that the wharf need not be more than half the length for the present, and equally good results as at Darassalaam regarding landing and shipping pro. rata will be possible. At the present there is no Government Marine Official such as Harbour Master or Pilot at the port to assist the Masters in bringing in their steamers to inner anchorage. Whereas the Dutch and German steamers of 10000 tons come to within a few hundred yards of the jetty, our steamers generally stay out one or two miles, which means loss of time in towing and rougher waters to work in.

MOMBASA again. I would like to add that in the event of the Conference Lines being asked their views as to the best method of running this Port, that they will recommend a Port Manager who has a practical knowledge of wharf work and the handling of shipping

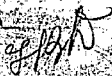
28/1/27.

32.

shipping, such as Durban had before Union.

Apart from this man's salary, there would be no heavy expenditure because he would be responsible to a Central Board of gentlemen representing all interests who would give their time gratis. There is such a Board functioning in Durban but its powers are annulled by the General Manager of Railways, who pigeonholes their recommendations unless it suits him otherwise as the Board acts in an advisory capacity only.

Yours faithfully,

A handwritten signature in dark ink, appearing to be 'J.P.H.' or similar, written in a cursive style.

X 10107 27
Kenia

Mr. *W. Allen* 12/2
Mr. *Boggs*

53

Mr. E. J. Harding.

Sir C. Strachey

Sir J. Shuckburgh.

Sir G. Grindall

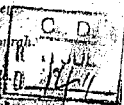
Sir C. Davis.

Sir S. Wilson.

Mr. Ormsby-Gore.

Earl of Clarendon.

Mr. Amery.



Sir,

14 JUL 1927

With ref. to your letter

(Kenia)

DRAFT.

regarding the
admin of the
port of Mombasa

Uganda

No 289

East Africa.

of the 7 inst. I have to

transmit to you a copy

of a dir. which I have

addressed to the D.O.

Kenia Enclosed the

draft of an order to

amend the Kenya

Uganda Mandate

Order in Council, 1925.

2. In addition

draft communicate to

the D.O. Kenya any

operations which you

may have to offer a

To D.O. Kenya No
(Handl) (conf. aff)

4
Draf.

- Mr. Clegg 2.11.27
- Mr. Allen 11/27
- Mr. E. J. Harding.
- Sir C. Strachey.
- Sir J. Shuckburgh.
- Sir G. Grindle.
- Sir C. Davis.
- Sir S. Wilson.
- Mr. Ormsby-Gore.
- Earl of Clarendon.
- Mr. Amery.

52

14 July 1927

No 40.

regarding the admin^{my} of the Port of Mombasa

DRAFT.

Kenya, copy No 605/1927
O.A.G.

13 JUL 1927

to you ~~for your consideration~~
 the accompanying copy
 of a draft Order in
 Council which is necessary
 to amend the Kenya and
 Uganda Transport Order
 in Council 1925; in view
 of the new arrangements
 for the administration of
 the Port of Mombasa
 together with a copy of
 Council in the subject
 which was
 addressed to Sir
 Edward Grigg

Draft O. in C.
 To Sir E. Grigg 31 May (33)
 (no encls.)
 From " " 6 June (45)
 (forward encls)

Kenya Transport
 Order
 2 dgs.

No reply to the letter from the Dept
 of the 6th June
 is a reply was received
 before Sir Edward Gigg's
 departure from England
 and I shall be glad
 if your consideration might
 be given to the enclosed draft order so as
 before he arrives in East
 Africa in order that
 the matter may be placed
 before him immediately on
 his return

(Signed) L. S. AMERY

- Mr. Cuffe. 21/1/17
- Mr. Allen 21/1/17
- Mr.
- Mr. E. J. Harding.
- Mr. C. Strachey.
- Sir J. Shuckburgh.
- Sir G. Grindle.
- Sir C. Davie.
- Sir S. Wilson.
- Mr. Ormsby-Lowe.
- Lord Lonsdale.
- Mr. Amery.

DRAFT.

Crown Agents

X216107/2314
 35

C. D.
 JUN 23 1917
 1245

24 June 1917

I have the pleasure to acknowledge
 the receipt of your
 letter of the 6th of the
 month of May and to
 inform you that the
 amount admitted by
 Mrs. Missus. Buntell
 amounting to £61 10 6
 is being sent to the

Agreements executed with
the African Wharfage Coy.
Ltd. and another regarding
the ^{referred to} ~~costs of~~ ~~operation~~, should
be paid from the funds
of the Kenya and Uganda
Railway.

2. No part of the sum
should be recovered from
the Companies concerned.

(Signed) H. T. ALLEN,

for Under Secretary of State.

36
46



ALL COMMUNICATIONS
TO BE ADDRESSED TO THE
CROWN AGENTS FOR THE COLONIES.
THE DATE OF THIS LETTER BEING QUOTED
AND THE FOLLOWING REFERENCE: O/Kenya:69.
TELEGRAMS, "CROWN, LONDON."
TELEPHONE, 7730 VICTORIA

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

RECEIVED
31 MAY 1927
COL. OFFICE

30th. May 1927.

Sir,

24 JUN 1927

With reference to your letter No. 10107/27
of the 6th. April, I have the honour to transmit a
copy of an account submitted by Messrs. Burchells,
amounting to £61.16.6d. in respect of their charges
and disbursements in connection with the Agreement
recently executed with the African Wharfage Coy. Ltd.
and another, for the handling of cargo at the Port
of Mombasa.

Ans'd.

2. I have to enquire whether the Secretary of
State approves of our paying the sum in question to
Messrs. Burchells from Kenya funds, and whether or not
the amount should be recovered from the Companies
concerned.

I have the honour to be,

Sir,

Your obedient servant,

WAT Wickham
for Crown Agents.

The Under Secretary of State,
Colonial Office.

HCR

5. The Sanctuary,
Westminster, S.W.1.

25th May, 1927

THE CROWN AGENTS FOR THE COLONIES.

Dr. to

Burchells

Port of Mombasa.

1927
April.

Professional Charges in relation to instructions to settle Agreement regarding Handling Work of the Port of Mombasa; perusing and settling same; correspondence with and attendances on Mr. Bulkeley and the Solicitors for the Companies, copies of and engrossing Agreement in duplicate and completing. Copy Agreement for printers and obtaining same printed, and correspondence with and attendances on you and the Colonial Office in connection therewith.

Stamp on one part of Agreement.

Printers' Charges (less amount paid by Companies' Solicitors).

Fares, postages, etc.

			53	2	6
	8	3	6		
		10	-		
	8	14	-	53	2 6
				8	14
				61	16 6

Miss D. Churchill's

Charges

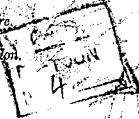
5. The Junction

Westminster, SW 1

Mr. Seel 2. 16/27
Mr. Bottomley 1/6 60

Downing Street,
6 June, 1927.

- Mr. E. J. Harding.
- Sir G. Strachey.
- Sir J. Shackburgh.
- Sir G. Grindle.
- Sir C. Davis.
- Sir S. Wilson.
- Mr. The Earl of Clarendon.
- Mr. Amery.



Sir,

I am etc. to acknowledge the receipt of your letter of the 19th of May on the subject of the Order in Council which is necessary to amend the Kenya and Uganda Transport Order in Council, 1925, in view of the new arrangements for the administration of the Port of Mombasa; and to transmit to you, for any observations which you may have to offer, a copy of a draft Order which has been prepared in the light of the considerations mentioned in your letter.

DRAFT.

Lieut.-Col. Sir Edw. Grigg,
K.C.V.O., C.M.G., D.S.O.,
M.C.

copy & copy and note to Sir Grigg 289
 copy to Mr. Yarns 62 15 JUL 1927 ap. a
 14 JUL 1927

Draft Order in Council.
Fr. Ug. (Tel.) 7th May
 (No. 42)

2. With regard to para. 4(4) of your letter, I am to observe that, as the amending Order in Council will not affect Clauses 25 and 26 of the original Order, it will not give

these clauses any application to the Port, ^{to which} where they are not, in fact, appropriate. Mr. Amery would, however, be glad if you would consider, with regard to Clause 26 of the original Order, whether such a provision ^{is} with regard to ~~7~~ contracts already entered into should not, in fact, be made (so far as the Govt. of Kenya is concerned) for the Port as well as for the Railway. In this connection, you will no doubt consider the position as regards such contracts as that for the construction of the two further deep water wharves at Kilindini.

3. I am to take this opportunity to transmit to you a copy of a telegram dated the 7th of May from the Governor of Uganda, and to request that Mr. Amery may be furnished with your observations ^{upon Sir P. Gowers' remarks} on the ^{request} ~~suggestion~~ that the principles embodied in paras. 104(h) and 107 of the

Report

(Signed) W. C. BOTTOMLEY.

ORDER IN COUNCIL

*Classified 3ft 4
1925 Order with
attached in final form*

Copy.

Recitals

x x x x

16. (1) There shall be constituted for the port of Kilindini a Port Advisory Board (hereinafter referred to as "the Board") which shall consist of

- (a) the Port Captain.
- (b) a senior official of the Services.
- (c) two official members representing the local authority of Mombasa.
- (d) two members representing shipping interests, and
- (e) if the High Commissioner so directs, two members representing the lighterage interests.

(2) All appointments to the Board shall be made by the High Commissioner and shall be held during his pleasure.

(3) The Chairmen of the Board shall be appointed by the members. If at any meeting the Chairman is not present such other member as may be chosen shall preside.

(4) The Secretary of the Board shall be an official of the Services.

17. It shall be the duty of the Board to advise (? the Council) on all matters connected with the working of Kilindini port.

18. The General Manager and the Commissioner of Customs of Kenya and Uganda shall be entitled to attend the meetings of the Board.

19. The High Commissioner may make regulations prescribing

- (a) the manner in which the meetings of the Board shall be convened and when meetings shall be held.

(b)

- (b) the quorum necessary to constitute a meeting;
- (c) and generally as to all such matters as may be necessary for the effective carrying out of the object and purposes of Article 17.

- (b) Not more than two official members representing the Protectorate of Uganda.
- (c) Not more than two unofficial members representing the Colony and Protectorate of Kenya.
- (d) Not more than two unofficial members representing the Protectorate of Uganda.

The official members representing the Colony and Protectorate of Kenya shall be appointed by the Governor of Kenya and the official members representing the Protectorate of Uganda shall be appointed by the Governor of Uganda. The unofficial members shall be appointed by the Governor in Council of Kenya or Uganda as the

case may be

(1) a Harbour Advisory Board (hereinafter referred to as the Board) which shall consist of:-

- (a) The person holding the office of Commissioner of Customs under the ~~Government of Kenya for the Colony & Protectorate of Kenya & Uganda Protectorate~~
- (b) Not more than two members who shall be appointed by the Governor of Kenya.
- (c) Not more than two members who shall be appointed by the Mombasa Chamber of Commerce.
- (d) Not more than one member who shall be appointed by the Association of East African Chambers of Commerce.
- (e) Not more than two ^{Members} of whom one shall be resident in Mombasa, who shall be appointed by the Governor of Uganda.

The persons appointed members under paragraph (b) hereof shall be persons who, in the opinion of the Governor of Kenya, represent ^{shipping} interests. The persons appointed under paragraphs (c) and (d) hereof shall not nor shall any of them be persons employed by or connected with any shipping company or firm.

(2) The General Manager may be present at all meetings of the Council or of the Board and take part in the discussion, but shall not be entitled to vote.

(3) Any person appointed by the High Commissioner to be the Port Manager may be present at all meetings of the Board and take part in the discussion, but shall not be entitled to vote.

9. The names of all members appointed to the Council or the Board shall be forthwith notified in the Official Gazette of Kenya and Uganda, and any number of a Gazette containing a notice of any such appointment shall be deemed sufficient evidence thereof for all purposes

10 (1) Each official member of the Council shall hold office during the pleasure of the Governor by whom he is appointed, and each unofficial member shall hold office for a period of two years from appointment subject to such conditions as may be laid down by the Governor in Council by whom he is appointed.

(2) Each member appointed to the Board shall hold office for two years from the date of appointment.

11. The chairman of the Council shall be the senior official member representing the Colony and Protectorate of Kenya provided that when meetings are held in Uganda the senior official member present representing the Protectorate of Uganda shall preside.

The chairman of the Board shall be the Commissioner of Customs.

12. If any member of the Council shall be prevented by absence, or other cause, from acting, the Governor by whom he is appointed may appoint some other person to act and vote in his place until he shall return, or be able to resume his functions.

If any member of the Board shall be prevented by absence, or other cause, from acting, the person

person or body by whom he is appointed may appoint some other qualified person to act and vote in his place until he shall return or be able to resume his functions.

13. The High Commissioner may make, and when made may vary or revoke regulations prescribing as regards the Council or the Board:-

- (a) The fees and expenses which may be paid or allowed to members.
- (b) The quorum necessary to constitute a meeting.
- (c) The intervals at which meetings shall be held, the manner in which the business shall be conducted, the method of voting and the form in which the minutes shall be kept.

14 (1) The High Commissioner may consult the Council or Board upon any matter concerning the administration and working of the Services, and shall consult the Council or the Board or both the Council and the Board as he considers proper upon the following matters:-

- (a) Any substantial alteration in the tariff of rates, fares and charges of the Services.
- (b) All estimates of revenue and expenditure including Loan Services.
- (c) All Government Bills relating to the Services prior to submission to the Legislative Council of Kenya or Uganda as the case may be.
- (d) The expenditure of any sum exceeding £2,500 in respect of any one railway or harbour work or service other than a work or service covered by sanctioned working estimates or carried out under an authorised construction, betterment or renewal programme.
- (e) Alterations in the scales of salaries,

wages

wages, or hours of employment, or other important conditions of employment.

- (f) Substantial reduction of staff.
- (g) The abolition of any office in the Services carrying a salary of £1,000 per annum or over
- (h) Substantial changes in the organisation of the Services.
- (i) All questions of general policy in connection with the administration, control, working or management of the Services.

15 (1) All Government Bills relating to the Services shall, prior to submission to the Legislative Council of Kenya or Uganda, as the case may be, be submitted to the High Commissioner by the Government introducing the Bill.

(2) The Council and the Board shall be entitled to submit to the High Commissioner within a reasonable time of receiving a copy of the proposed Bill a minute containing comments on the proposed Bill and it shall be the duty of the High Commissioner to forward such minute to the Government concerned.

16. The minutes of the Council and the Board shall be submitted to the High Commissioner through the General Manager. The High Commissioner shall, as soon as may be after the receipt of any minute, and after considering any matter in connection therewith which may be represented to him by the General Manager, either act upon the minute or refer it back to the Council or Board as the case may be for further consideration or reserve the matter for submission to the Secretary of State.

17. There shall be formed a Railway and Harbour

Harbour Fund, into which shall be paid all revenues derived from the administration of the Services, and from which all disbursements shall be made.

Estimates of receipts and of expenditure on revenue and net revenue accounts, and from betterment and renewal funds or other funds established by contributions from revenue, shall be prepared by the General Manager before the commencement of the financial year in which the expenditure is to be incurred, and supplementary and additional estimates may be prepared from time to time as may be necessary. Such estimates shall be submitted to the Council and to the Board for consideration, and shall thereafter be transmitted with the recommendations of the Council and of the Board to the High Commissioner for approval and transmission to the Secretary of State for his sanction.

As soon as may be after approval by the High Commissioner and before sanction by the Secretary of State, such estimates shall be submitted to the Legislative Councils of Kenya and Uganda, which may by resolution approve or disapprove of the estimates or propose modifications. The resolutions of the Legislative Councils shall be submitted for the consideration of the Secretary of State. Sanction of the estimates by the Secretary of State shall be sufficient authority for the expenditure specified therein.

1 2. This Order may be cited as the Kenya and Uganda (Transport) Amendment Order in Council, 1927, and shall be read as one with the Kenya and Uganda (Transport) Order in Council, 1925, and the said Orders may be cited as the Kenya and Uganda (Transport) Orders in Council, 1925 and 1927.

H. Miller

STATUTORY RULES AND ORDERS,
1925, No. 1458.

FOREIGN JURISDICTION

THE KENYA AND UGANDA (TRANSPORT) ORDER IN COUNCIL, 1925.

At the Court at Buckingham Palace, the 16th day of
December, 1925.

PRESENT

The King's Most Excellent Majesty in Council.

Whereas the Colony of Kenya is a British Settlement within the meaning of the British Settlements Act, 1887 (a); and whereas by treaty, grant, usage, sufferance, and other lawful means His Majesty has power and jurisdiction within the Uganda Protectorate and the Protectorate of Kenya

Now, therefore, His Majesty, by virtue and in exercise of the powers in this behalf by the British Settlements Act, 1887, the Foreign Jurisdiction Act, 1890 (b) or otherwise in His Majesty vested, is pleased by and with the advice of His Privy Council to order, and it is hereby ordered, as follows:

1. (1) There shall be established the office of High Commissioner for Transport for the Colony and Protectorate of Kenya and the Protectorate of Uganda.

(2) The High Commissioner for Transport (hereinafter referred to as the High Commissioner) shall be a Corporation Sole under that name with perpetual succession and an official seal and may sue and be sued under the above name, whether in contract or in tort by the ordinary procedure of law.

(3) Any damages, compensation or costs awarded by any Court to the High Commissioner shall be paid into the Railway and Harbour Fund; any damages, compensation or costs awarded by any Court against the High Commissioner shall be paid out of the Railway and Harbour Fund.

2. The person holding the Office of High Commissioner shall be the Officer administering the Government of Kenya.

(a) 50-1 V. c. 54.

(b) 53-4 V. c. 37.

3.-(1) The High Commissioner shall have the control, working and management of the Services, and for this purpose shall have all the powers necessary for and incidental thereto. The Services shall include all such railways, ports, harbours, wharves and steamship services as:-

- (a) Are now or may hereafter be owned, controlled, or managed by the Government of Kenya or the Government of Uganda; and
- (ii) Are declared by an Order of the High Commissioner, with the approval of His Majesty's Principal Secretary of State for the Colonies (hereinafter referred to as the Secretary of State), to be included in the Services.

(2) All powers given to the High Commissioner by this Order shall be exercised in accordance with the provisions of this Order, and, in so far as is not inconsistent with the aforesaid provisions, in accordance with the provisions of any law in force in Kenya or Uganda and of any Ordinance which may hereafter be passed by the Legislature of Kenya or Uganda.

4. The Services shall be known as the Kenya and Uganda Railway & Harbours.

5.-(1) The High Commissioner may appoint a General Manager who shall have such of the authority and powers of the High Commissioner as may be delegated to him by the High Commissioner or may be conferred upon him by any Ordinance of Kenya or Uganda.

In any act done by the General Manager in pursuance of his duties it shall be presumed that he was duly authorised thereto.

(2) The High Commissioner may appoint in addition to the General Manager such servants as may be necessary for the efficient working of the Services.

(3) Persons so appointed or deemed to be appointed as hereinafter provided shall be servants of the High Commissioner, but shall be and remain in the service of the Crown and shall be deemed to be in the public service of Kenya and Uganda.

6. All persons who at the date of this Order in Council are employed in the Services shall as from the date hereof be deemed to be appointed servants of the High Commissioner upon the terms and conditions of their existing employment so far as is consistent with the provisions of this Order, and without prejudice to the continuity of their existing rights and obligations.

7. The High Commissioner may make, and when made may vary or revoke regulations with regard to all or any of the following matters:-

- (a) The appointment, discharge, and discipline of servants; the minimum and maximum rates of pay, incremental scales, grading and classification of emoluments; leave of absence, and all other conditions of service in any department, office or branch of the Services.

(b) The security to be given by servants and the amount thereof.

(c) The grant of pensions or gratuities to servants holding pensionable posts in the Services, the establishment of sick funds, pensions and superannuation funds, provident funds, the scale of contributions and benefits, and the methods of administering such funds.

(d) The circumstances in which and the persons to whom appeals by servants in relation to their employment shall lie and the manner in which such appeals shall be made.

8.-(1) There shall be constituted a Kenya and Uganda Railway Advisory Council (hereinafter referred to as the Council), which shall consist of:-

- (a) Not more than two official members representing the Colony and Protectorate of Kenya.
- (b) Not more than two official members representing the Protectorate of Uganda.
- (c) Not more than two unofficial members representing the Colony and Protectorate of Kenya.
- (d) Not more than two unofficial members representing the Protectorate of Uganda.

The official members representing the Colony and Protectorate of Kenya shall be appointed by the Governor of Kenya, and the official members representing the Protectorate of Uganda shall be appointed by the Governor of Uganda. The unofficial members shall be appointed by the Governor in Council of Kenya or Uganda as the case may be.

(2) The General Manager may be present at all meetings of the Council and take part in the discussion, but shall not be entitled to vote.

9. The names of all members appointed to the Council shall be forthwith notified in the Official Gazettes of Kenya and Uganda, and any member of a Gazette containing a notice of any such appointment shall be deemed sufficient evidence thereof for all purposes.

10. Each official member shall hold office during the pleasure of the Governor by whom he is appointed, and each unofficial member shall hold office for a period of two years from appointment subject to such conditions as may be laid down by the Governor in Council by whom he is appointed.

11. The senior official member representing the Colony and Protectorate of Kenya shall be the chairman of the Council, provided that when meetings are held in Uganda the senior official member present representing the Protectorate of Uganda shall preside.

The Commission Elections shall be Chairman of the Board.

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12. If any member of the Council shall be prevented by absence, or other cause, from acting, the Governor by whom he is appointed may appoint some other person to act and vote in his place until he shall return, or be able to resume his functions.

13. The High Commissioner may make, and when made may vary or revoke regulations prescribing:—

(a) The fees and expenses which may be paid or allowed to members of the Council *Board*

(b) The quorum necessary to constitute a meeting.

(c) The intervals at which meetings shall be held, the manner in which the business of the Council shall be conducted, the method of voting, and the form in which the minutes shall be kept.

14. (1) The High Commissioner may consult the Council upon any matter concerning the administration and working of the Services, and shall consult the Council upon the following matters:

(a) Any substantial alteration in the tariff of rates, fares and charges of the Services.

(b) All estimates of revenue and expenditure, including Loan Services.

(c) All Government Bills relating to the Services prior to submission to the Legislative Council of Kenya or Uganda, as the case may be.

(d) The expenditure of any sum exceeding £2,500 in respect of any one railway or harbour work or service other than a work or service covered by sanctioned working estimates or carried out under an authorised construction, betterment or renewals programme.

(e) Alterations in the scales of salaries, wages or hours of employment, or other important conditions of employment.

(f) Substantial reduction of staff.

(g) The abolition of any office in the Services carrying a salary of £1,000 per annum or over.

(h) Substantial changes in the organisation of the Services.

(i) All questions of general policy in connection with the administration, control, working or management of the Services.

15.—(1) All Government Bills relating to the Services shall prior to submission to the Legislative Council of Kenya or Uganda, as the case may be, be submitted to the High Commissioner by the Government introducing the Bill.

(2) The ~~Legislative~~ Council shall be entitled to submit to the High Commissioner within a reasonable time of receiving a copy of the proposed Bill a minute containing the Council's comments on the proposed Bill, and it shall be the duty of the High Commissioner to forward such memorandum to the Government concerned.

16. The minutes of the Council shall be submitted to the High Commissioner through the General Manager. The High Commissioner shall, as soon as may be after the receipt of any minute and after considering any matter in connection therewith which may be represented to him by the General Manager, either refer upon the minute or refer it back to the Council for further consideration or reserve the matter for submission to the Secretary of State.

17. There shall be formed a Railway and Harbour Fund into which shall be paid all revenues derived from the administration of the Services, and from which all disbursements shall be made.

Estimates of receipts and of expenditure on revenue and non-revenue accounts and from betterment and renewal funds or other funds established by contributions from revenue shall be prepared by the General Manager before the commencement of the financial year in which the expenditure is to be incurred, and supplementary and additional estimates may be prepared from time to time as may be necessary. Such estimates shall be submitted to the Council for consideration, and shall thereafter be transmitted with the recommendations of the Council to the High Commissioner for approval and transmission to the Secretary of State for his sanction.

As soon as may be after approval by the High Commissioner and before sanction by the Secretary of State, such estimates shall be submitted to the Legislative Councils of Kenya and Uganda, which may by resolution approve or disapprove of the estimates or propose modifications. The resolutions of the Legislative Councils shall be submitted for the consideration of the Secretary of State. Sanction of the estimates by the Secretary of State shall be sufficient authority for the expenditure specified therein.

18. No money shall be withdrawn from the Railway and Harbour Fund except to satisfy a judgment of a Court of Law or except as approved on estimates sanctioned by the Secretary of State pursuant to Article 17, but the High Commissioner may authorise the withdrawal of such moneys as may be necessary for the Services pending such sanction. Subject to such regulations as may be prescribed by the High Commissioner, the General Manager may authorise expenditure in excess of the provision under the individual heads of the estimates provided that such excess expenditure is covered by savings under other heads.

19. The Railway and Harbour Fund shall be liable for all loans including all charges connected therewith advanced by His Majesty's Government and raised or borrowed or to be raised or borrowed by the Government of Kenya or the Government of Uganda or by both Governments jointly for the purposes of the Services and expended for those Services. The High Commissioner shall pay out to the Treasurer of Kenya or Uganda,

as the case may be such interest and sinking fund contributions as may be required to meet the obligations of the Fund to His Majesty's Government of Kenya or Uganda under the Ordinance raising the loan.

20. The High Commissioner shall not be required either by the Government of Kenya or the Government of Uganda to provide transport facilities either gratuitously or at a rate of charge which is insufficient to meet the costs involved in the provision of such transport facilities unless the Government concerned undertakes to pay the amount of loss incurred by reason of the provision of such transport facilities.

21. No loan shall be raised for the construction of new railways or for additions to the capital assets of the Services except by the Government of Kenya or the Government of Uganda, or by both Governments jointly in such proportions as the Secretary of State may determine; and any loan so raised shall be authorised and appropriated by Ordinance.

22. If any railway is constructed by either the Government of Kenya or the Government of Uganda or both against the advice of the High Commissioner, the High Commissioner may, with the approval of the Secretary of State, by Order declare that such railway shall be included in the Services and in such case the loss, if any, upon the working of such railway shall be made good to the Railway and Harbour Fund by the Government or Governments concerned.

23. Accounts relating to the Services shall be kept as directed by the High Commissioner. Such accounts shall be subject to audit under the direction of the Director of Colonial Audit and shall be published annually.

24. The High Commissioner shall forward to the Secretary of State all regulations made by him under this Order, and any such regulation may be disallowed by the Secretary of State, in which case such regulation shall cease to have effect from such date as the Secretary of State shall determine.

25. Nothing in this Order shall limit the rights of the legislatures of Kenya and Uganda to pass laws, not being inconsistent with the provisions of this Order, relating to the Services.

26. All contracts entered into by or with the authority of the Government of Kenya or the Government of Uganda on behalf of the Uganda Railway prior to the date of this Order shall be deemed to be contracts entered into by or on behalf of the High Commissioner.

27. The Governors of Kenya and Uganda may, by Joint Proclamations in the Gazettes of Kenya and Uganda at any time within two years from the date of this Order, and provided that the approval of the Secretary of State has been previously obtained, vary, amend, or add to the provisions of this Order in order to carry out the purposes of the same.

28. His Majesty, His Heirs and Successors in Council may from time to time revoke, alter, add to or amend this Order, and nothing in this Order shall limit the right of the Legislative Council of Kenya or Uganda to petition His Majesty through the Secretary of State for the termination of this Order or any provisions of this Order.

29. This Order may be cited as the Kenya and Uganda (Transport) Order in Council, 1926, and shall come into force on such date as may be fixed by Proclamation made jointly by the Governors of Kenya and Uganda and notified in the Official Gazettes of Kenya and Uganda.

And the Right Honourable Leopold Stennett Amery, one of His Majesty's Principal Secretaries of State, is to give the necessary directions herein accordingly.

M. P. A. Hankey.

(a) The Order thus came into operation February 3, 1926.

LONDON:
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1926

*Steering ahead of the
Government
Draft of the Kenya Transport Order
Council, Kenya & Uganda*

Call

THE KENYA AND UGANDA (TRANSPORT) ORDER IN COUNCIL, 1926

At the Court at Buckingham Palace, the 16th day of December, 1926.

PRESENT,

The King's Most Excellent Majesty in Council.

Whereas the Colony of Kenya is a British Settlement within the meaning of the British Settlements Act, 1887 (a);

And whereas by treaty, grant, usage, concession, and other lawful means His Majesty has power and jurisdiction within the Uganda Protectorate and the Protectorate of Kenya;

Now, therefore, His Majesty by virtue and in exercise of the powers in this behalf by the British Settlements Act, 1887, the Foreign Jurisdiction Act, 1890 (b), or otherwise in His Majesty vested, is pleased by and with the advice of His Privy Council to order, and it is hereby ordered, as follows:

1. There shall be established the office of High Commissioner for Transport for the Colony and Protectorate of Kenya and the Protectorate of Uganda:

(2) The High Commissioner for Transport (hereinafter referred to as the High Commissioner) shall be a Corporation Sole under the name with perpetual succession and an official seal and may sue and be sued under the above name, whether in contract or tort by the ordinary procedure of law:

(3) Any damages, compensation or costs awarded by any Court to the High Commissioner shall be paid into the Railway and Harbour Fund; any damages, compensation or costs awarded by any Court against the High Commissioner shall be paid out of the Railway and Harbour Fund.

2. The person holding the Office of High Commissioner shall be the Officer administering the Government of Kenya.

*H. O. Brantlett
Secretary*

3.—(1) The High Commissioner shall have the control, working and management of the Services, and for this purpose shall have all the powers necessary for and incidental thereto. The Services shall include all such railways, ports, harbours, wharves and steamship services as:—

(i) Are now or may hereafter be owned, controlled, or managed by the Government of Kenya or the Government of Uganda; and

(ii) Are declared by an Order of the High Commissioner, with the approval of His Majesty's Principal Secretary of State for the Colonies (hereinafter referred to as the Secretary of State), to be included in the Services.

(2) All powers given to the High Commissioner by this Order shall be exercised in accordance with the provisions of this Order, and, in so far as is not inconsistent with the aforesaid provisions, in accordance with the provisions of any law in force in Kenya or Uganda, and of any Ordinance which may hereafter be passed by the Legislature of Kenya or Uganda.

4. The Services shall be known as the Kenya and Uganda Railway.

5.—(1) The High Commissioner may appoint a General Manager who shall have such of the authority and powers of the High Commissioner as may be delegated to him by the High Commissioner or may be conferred upon him by any Ordinance of Kenya or Uganda.

In any act done by the General Manager in pursuance of his duties it shall be presumed that he was duly authorised thereto.

(2) The High Commissioner may appoint in addition to the General Manager such servants as may be necessary for the efficient working of the Services.

(3) Persons so appointed or deemed to be appointed as hereinafter provided shall be servants of the High Commissioner, but shall be and remain in the service of the Crown and shall be deemed to be in the public service of Kenya and Uganda.

6. All persons who at the date of this Order in Council are employed in the Services shall, as from the date hereof be deemed to be appointed servants of the High Commissioner upon the terms and conditions of their existing employment so far as is consistent with the provisions of this Order, and without prejudice to the continuity of their existing rights and obligations.

7. The High Commissioner may make, and when made may vary or revoke regulations with regard to all or any of the following matters:—

(a) The appointment, discharge, and discipline of servants; the minimum and maximum rates of pay, increments, scales, grading and classification of emoluments, leave of absence, and all other conditions of service in any department, office or branch of the Services.

(b) The security to be given by servants and the amount thereof.

(c) The grant of pensions or gratuities to servants holding pensionable posts in the Services, the establishment of sick funds, pensions and superannuation funds, provident funds, the scale of contributions and benefits, and the methods of administering such funds.

(d) The circumstances in which and the persons to whom appeals by servants in relation to their employment shall lie and the manner in which such appeals shall be made.

B. The names of all members appointed to the Council shall be forthwith notified in the Official Gazette of Kenya and Uganda, and any number of a Gazette containing a notice of any such appointment shall be deemed sufficient evidence thereof for all purposes.

10. Each official member shall hold office during the pleasure of the Governor by whom he is appointed, and each unofficial member shall hold office for a period of two years from appointment subject to such conditions as may be laid down by the Governor in Council.

11. The official member representing the Colony and Protectorate of Kenya shall be the chairman of the Council, provided that when meetings are held in Uganda the senior official member present representing the Protectorate of Uganda shall preside.

The Chairman of the Council shall be

12. If any member of the Council shall be prevented by absence, or other cause, from acting, the Governor by whom he is appointed may appoint some other person to act and vote in his place until he shall return, or be able to resume his functions.

In the event of any member of the Board leaving the Colony for any period not exceeding three months the training body to whom may nominate another person possessing the same interests, qualifications and rank during such period of absence.

If any member of the Board etc.

13. The High Commissioner may make, and when made may vary or revoke regulations prescribing the manner in which the business of the Council shall be conducted; the method of voting, and the form in which the minutes shall be kept.

- (a) The fees and expenses which may be paid or allowed to members of the Council.
- (b) The quorum necessary to constitute a meeting.
- (c) The intervals at which meetings shall be held, the manner in which the business of the Council shall be conducted; the method of voting, and the form in which the minutes shall be kept.

14. (1) The High Commissioner may consult the Council upon any matter concerning the administration and working of the Services, and shall consult the Council upon the following matters:

- (a) Any substantial alteration in the tariff of rates, fares and charges of the Services.
- (b) All estimates of revenue and expenditure, including Loan Services.
- (c) All Government Bills relating to the Services prior to submission to the Legislative Council of Kenya or Uganda, in the case may be.
- (d) The expenditure of any sum exceeding £2,500 in respect of any one railway or harbour work or service, other than a work or service covered by sanctioned working estimates or carried out under an authorised construction, betterment or renewals programme.
- (e) Alterations in the scales of salaries, wages or hours of employment, or other important conditions of employment.
- (f) Substantial reduction of staff.
- (g) The abolition of any office in the Services carrying a salary of £1,000 per annum or over.
- (h) Substantial changes in the organisation of the Services.
- (i) All questions of general policy in connection with the administration, control, working or management of the Services.

of Board
shall hold office for two years from date of appointment

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or Board, as the case may be

of Board as the case may be

or the Board or both the Council and the Board as the case may be

Mr. Seal

Herewith draft order

The preamble will require

amendment: & in other amendments

I am not a legal draftsman.

equishes the addition of § 12

ref. to capt. as well as remuneration
- perhaps the first sentence of the

(ii), & § 11 (a) & (d) the remuneration

of Governor & Government

~~(iii) & (iv) the addition of~~

~~amendment to the draft order~~

The attached note, B

has to be embodied in 2 amendments

It is also there omitted
the point

Have annotated the
Port Commission report para 16
there.

These all they will be
clear.

J.M.W.C.

21/5

If I have referred to the Yes
unimportant in 2171 in my memo
please advise if I want that
the matter seems well & R 23

to be added in
suitable place
in memo, if
omitted.

The O.S.S. & Kenya has
been decided that, as control is now
in the hands of the S.S., one of
the representatives of the
Mombasa Chamber to be replaced
& a representative of the
Producers interests. The Govt
& Uganda raises no objection
to Sir E. Gigg advice to the
Commission recommended by the
Port Commission. The amended
off. order ^{therefore} follows the

recommenda. 2 Nov 1878

Summers: 20th 1878

Point of Decision

MEMORANDUM

Sir E. Grigg's letter appears to be written on the assumption that there will be a separate Order in Council in regard to the Port, but it has been contemplated that the procedure should be by way of amending the existing Order in Council, and this was definitely stated in the letter to Sir E. Grigg of the 3rd May (No. 33).

I put up a draft of an amending Order in Council for Mr. Bushe's consideration, and would draw attention to the following points:-

(1) Title. Clause 4 is amended altering the title of the service to Kenya and Uganda Railways and Harbours. If this alteration is made, it follows that the title of the General Manager is General Manager of the Kenya and Uganda Railways and Harbours and no special provision for the title of the office seems necessary.

(2) Constitution of Port Advisory Board. A sub-paragraph is added to Clause 8(2) of the Order in Council constituting a Port Advisory Board composed as proposed in paragraph 97 of the Port Commission's report. There would seem no reason to make any alteration in Clause 3 except providing as has been done in the draft - see sub-clause 2 - for the Port Manager to be present at meetings of the Board, and this is in accordance with the recommendation in paragraph 97(j) of the Port Commission's report.

(3) Further Recommendations of Port Commission

(a) It is recommended that the members of the Mombasa Chamber

Insert as sheet A

Chamber of Commerce and Association of East African Chambers of Commerce should hold office for one year only, whereas under the Order in Council, if amended as proposed, they would under Clause 10 hold office for two years: I do not know whether there is any special reason for this distinction but if not it would seem better not to make it.

(b) Port Commission recommend that all members should be eligible for re-nomination, but as there is nothing in the Order in Council to prevent re-nomination no provision seems required.

(c) Port Commission recommend that members of the Board should be unpaid, whereas Clause 13(a) of the Order in Council gives the High Commissioner power to make regulations prescribing the fees and expenses which may be paid or allowed to members of the Council or Board. Perhaps as the Board is only permissive it is not necessary to make any further amendment of the Order in Council in order to state definitely that the members of the Board should not be paid. Since to do so would certainly look invidious.

(d) It does not seem necessary to make any provision in the Order in Council for the duties of the Secretary to be carried out by a member of the Port Commission's staff. As regards 97(1), this is really covered by Clause 14(1) of the Order in Council with the difference that the Order in Council speaks of substantial alteration in rates etc., and includes alterations in salaries etc., and other important

conditions

conditions of employment, reductions of staff and abolitions of office which are not specifically mentioned in the Port Commission's report. I would suggest that the subclauses (a) and (b) Clause 14 of the Order in Council might be left unamended.

(4). Chairmanship of the Board. Clause 11 has been amended to provide for the Commissioner of Customs to be Chairman of the Board, and this is in accordance with the recommendation in para.97(a) of the Port Commission's report.

(5). Acting Appointments. A sentence has been added to Clause 12 to embody the recommendation in para.97(g) of the Port Commission's report as to the nomination of persons to act for members who leave the Colony for any period exceeding three months.

(6). Quorum. Port Commission recommend that four members should form a quorum. Under the Order in Council no quorum is specified, it being left to the High Commissioner under Clause 14 to make regulations prescribing the quorum necessary to constitute meeting. It may be left at that.

(7). Accounts. Clause 17 of the Order in Council has been amended to provide for keeping separate accounts for the Railway and Harbours as has been done in fact at the present time. A further amendment providing that estimates shall be submitted to the Council or Board as the case may be will be sufficient to meet the point mentioned in para.4(2) of Sir E.Grigg's letter.

(8). Further points in Sir E.Grigg's letter. Reference is made to the fact that Clause 22 is not applicable

to

The item cancelled has been amended in the details on the subject of accounts & fully provided for in 97(1) of the O in C. no further provision seems necessary.

18. No money shall be withdrawn from the Railway and Harbour Fund except to satisfy a judgment of a Court of Law or except as approved on estimates sanctioned by the Secretary of State pursuant to Article 17, but the High Commissioner may authorise the withdrawal of such moneys as may be necessary for the Services pending such sanction. Subject to such regulations as may be prescribed by the High Commissioner, the General Manager may authorise expenditure in excess of the provision under the individual heads of the estimates, provided that such excess expenditure is covered by savings under other heads.

19. The Railway and Harbour Fund shall be liable for all loans including all charges connected therewith advanced by His Majesty's Government and raised or borrowed or to be raised or borrowed by the Government of Kenya or the Government of Uganda or by both Governments jointly for the purposes of the Services and expended for those Services. The High Commissioner shall pay out to the Treasurer of Kenya or Uganda,

as the case may be, such interest and sinking fund contributions as may be required to meet the obligations of the Fund to His Majesty's Government or of Kenya or Uganda under the Ordinance raising the loan.

20. The High Commissioner shall not be required either by the Government of Kenya or the Government of Uganda to provide transport facilities either gratuitously or at a rate of charge which is insufficient to meet the costs involved in the provision of such transport facilities unless the Government concerned undertakes to pay the amount of loss incurred by reason of the provision of such transport facilities.

21. No loan shall be raised for the construction of new railways or for additions to the capital assets of the Services except by the Government of Kenya or the Government of Uganda or by both Governments jointly in such proportions as the Secretary of State may determine; and any loans so raised shall be authorised and appropriated by Ordinance.

22. If any railway is constructed by either the Government of Kenya or the Government of Uganda or both against the advice of the High Commissioner, the High Commissioner may, with the approval of the Secretary of State, by Order declare that such railway shall be included in the Services and in such case the loss, if any, upon the working of such railway, shall be made good to the Railway and Harbour Fund by the Government or Governments concerned.

23. Accounts relating to the Services shall be kept as directed by the High Commissioner. Such accounts shall be subject to audit under the direction of the Director of Colonial Audit and shall be published annually.

24. The High Commissioner shall forward to the Secretary of State all regulations made by him under this Order, and any such regulation may be disallowed by the Secretary of State, in which case such regulation shall cease to have effect from such date as the Secretary of State shall determine.

25. Nothing in this Order shall limit the rights of the legislatures of Kenya and Uganda to pass laws, not being inconsistent with the provisions of this Order, relating to the Services.

26. All contracts entered into by or with the authority of the Government of Kenya or the Government of Uganda on behalf of the Uganda Railway prior to the date of this Order shall be deemed to be contracts entered into by or on behalf of the High Commissioner.

27. The Governors of Kenya and Uganda may, by Joint Proclamations in the Gazettes of Kenya and Uganda at any time within two years from the date of this Order, and provided that the approval of the Secretary of State has been previously obtained, vary, amend, or add to the provisions of this Order in order to carry out the purposes of the same.

28. His Majesty, His Heirs and Successors in Council may from time to time revoke, alter, add to or amend this Order, and nothing in this Order shall limit the right of the Legislative Council of Kenya or Uganda to petition His Majesty through the Secretary of State for the termination of this Order or any provisions of this Order.

29. This Order may be cited as the Kenya and Uganda (Transport) Order in Council, 1926, and shall come into force on such date as may be fixed by Proclamation, made jointly by the Governors of Kenya and Uganda and notified in the Official Gazettes of Kenya and Uganda (a).

And the Right Honourable Leopold Steinhilber, one of His Majesty's Principal Secretaries of State, is to give the necessary directions herein accordingly.

M. P. A. Hankey.

(a) The Order came into operation February 5, 1926.

alteration

172

TELEPHONE: REGENT 15701/2.
CABLES: SEAMATTERS, LONDON.
TELEGRAMS: SEAMATTERS, WESTRANS, LONDON.



TRADE AND INFORMATION OFFICE,
32, COOKSPUR STREET, LONDON, S.W.

19th May, 1927.

Sir,

I have the honour to acknowledge the receipt of your letter 10107/27, dated the 3rd May, regarding the agreement relating to handling work at the Port of Mombasa, together with a copy of the agreement and telegraphic correspondence which has passed between the Secretary of State and the Officer administering the government of Kenya on this question.

2. As regards the terms of an order in Council amending the Kenya and Uganda (Transport) order in Council 1925, I agree that a suitable title for the services would be "The Kenya and Uganda Railways and Harbours"; if the title were adopted for the services in section 4 of the existing order in Council then it would appear that there would be no need to change the title of "General Manager" in subsequent sections, since it would presumably be clear that the "General Manager" was general manager of all the services; if, however, any more detailed title is considered necessary, then the title of "General Manager of Railways and Harbours" would appear appropriate.

3. As regards the composition of the Port Advisory Board, it seems to me that the Board will have to meet frequently, and often at short notice, so that it would probably be difficult for a representative of the producing interests to attend regularly. In these circumstances it appears to me

The Under Secretary of State for the Colonies,
Downing Street,
LONDON, S.W.1.

6
14 JUL 1927
605
copy to Mr. Higgins
copy to Mr. ...
6 JUN 1927
Ans'd.

XGA
63
64

that the composition of the Board recommended in the Report of the Port Commission of Enquiry, which was only arrived at after all interests concerned had been carefully considered, is, on the information available to me at present, the most suitable.

4. The terms of the existing order in Council, if amended in accordance with paragraphs 2 and 3 above, appear to be generally applicable to the control of the Ports with the following exceptions.

- (1) Sections 8-14. The constitution of the Port Advisory Board to be on the lines recommended by the Port of Commission of Enquiry.
- (2) Section 17 requires some amendment: the Railway and Harbour Fund will be utilized as one Fund, but the port estimates must be submitted to the Port Advisory Board, while the railway estimates will go to the Council.
- (3) Section 22 is not applicable to the Port.
- (4) Sections 25 and 26 in their present form are unsuitable: in so far as the port is concerned, they should refer to Kenya only.

I have the honour to be

Sir,

Your obedient Servant,

Edward Gigg

X 10109/5
Kenya

- Mr. J. P. [unclear]
- Mr. [unclear]
- Mr. [unclear]
- Mr. E. J. Harang.
- Mr. Strachey
- Sir [unclear]
- Sir G. [unclear]
- Sir C. [unclear]
- Sir S. Wilson.
- Mr. Ormsby-Gore.
- Earl of Clarendon.
- Mr. Amery.

No. 40



12 May 1947

DRAFT

Major A. C. Dutta

Dear Doctor

With ref. to your letter to Mr. [unclear] of the 29th of April, I enclose for Sir Edward [unclear] a copy of the Sec. of State's [unclear] to Mr. Denham as to the Post Settlement and of the statement issued to the Press here on 10th May.

Yours sincerely,
(Signed) C. J. JEFFRIES,

No. 40
No. 41

No. 40
No. 41

Recd in [unclear] to U.K.

RECEIVED
9-MAY-1927
COL. OFFICE

Telegram from the Governor of Uganda Protectorate to
the Secretary of State for the Colonies.

Dated 7th May.

66

(Received Colonial Office 10.20 p.m., 8th May, 1927)

7th May Your telegram of 11th April Port
Working and Control. I agree that the arrangements now
made are the best possible in the circumstances but I
trust that principles employed in paragraphs 104 (h)
and 107 of Port Commission's Report will not be lost
sight of. The view of this Government is that any
losses on Port working borne by the railway since the
commencement should be regarded definitely as advances
repayable to the Railway as soon as readjustment of
charges has enabled the Port to be self-supporting.
I have no objection to the alteration of representation
on the Advisory Board recommended by the Governor of
Kenya and I agree that a separate Order in Council to
deal with the Port is preferable.

460 JUN 9 1 56 PM '27
Copy to Gungu & P&C

Mr. Cliffe 9/5.27.
 Mr. Bottomley 9.5.27
 Mr.
 Mr. E. J. Harding
 Sir A. Strachey
 Sir J. Shackburgh
 Sir G. Girdle
 Sir G. Davis
 Sir S. ...
 Mr. Ormsby Gore
 Earl of Clarendon
 Mr. Amery

Central 2001

X 10/07/27
 KENYA

Draft Statement to the Press.

An agreement has been arrived at between representatives of the Kenya and Uganda Railway on the one hand, and the African Wharfage Company, Limited and the East African Lighterage and Stevedoring Company, Limited, on the other, regarding the methods of working of the Port of Mombasa. The main provisions are as follows:-

- (1) The African Wharfage Company and the East African Lighterage and Stevedoring Company to amalgamate, and the amalgamated Company to do all the shore handling of general cargo and exports under agreement.
- (2) Handling charges to the public to remain as at present, including the recent reduction of the export charges but

DRAFT.

Copy to ... 12 MAY 1927

To go to ...
 10th May - ...

Sent to ...
 ...

the

the proportions payable to the
Port Authority to be increased ~~10%~~
the proportion retained by the
Wharfage Company ~~was~~ being reduced
accordingly.

(3) The agreement to operate from
the 1st July next, and to remain in
force for nine years ^{and}, subject to twelve
months notice thereafter; the charges,
however, to be subject to review every
three years and in the absence of
agreement between the Port Authority
and the Wharfage Company to be referred
to arbitration.

(4) Cils in bulk, coal, minerals, soda etc.,
to be excluded from the terms of
agreement and lighterage in this
connection left free.

(5) In view of the foregoing arrangements
and the following provisions relative
to Port control, the lease of all ^{the} land,
buildings,

buildings, jetties and equipment at Mbaraki to be surrendered by the African Wharfrage Company.

(6) Control to be exercised by the High Commissioner for Transport through the General Manager, to whom as Chief Adviser ^{of} harbour services the Port Manager will report in regard to Port development in the same manner as, but independently of, ^{the} Heads of Departments of the Kenya and Uganda Railway. The Port Manager will not be under the Railway Traffic Department, but to avoid duplication and unnecessary expense, the General Manager will use the Railway Engineering Stores and Accounting Departments for Port services.

(7) The High Commissioner for Transport to be advised by a Port Advisory Board

to

to be constituted on the lines
of the suggestions made in the
report of the Port Commission.

(8) The Inter-Colonial Railway
Council to have no jurisdiction

in connection with the Port.

(9) Railway estimates and Port
estimates to be prepared separately

by the respective Advisory Boards

and thereafter to be combined

under the direction of the High
Commissioner and submitted to the

Kenya and Uganda Legislative Councils

for approval.

(10) The Port lands to be ~~re~~defined

as recommended in the report of the

Port Commission and to include ~~the~~

houses transferred in connection

with the recent transfer of the

Port Captain's Department. Such

land while not alienated to the

Port

Port Authority by the Government, is

to be administered by the H.C.R. for

Transport subject to the advice of

the Port Advisory Board and in the

interests of the general development

of the Port, the profits, if any,

being set off against capital or

interest charges incurred by the

Port. If the whole of the Mbaraki

estate which has been purchased is

not required by the Port Authority,

the Kenya Government to consider

taking over a portion of it and

accepting proportionate liability

therefor.

(11) While it is to be understood

that in the interests of development

the Port cannot be made to pay for

itself immediately ^{and} a loss must be

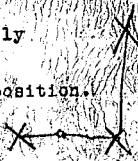
borne in ~~the~~ the combined Railway

and

and Port Estimates, the Port

Advisory Board ^{to} ~~to~~ consider

the system of charges
recommended by the Port Commission
with the object of steadily
improving the financial position.



- Mr. Clegg 9.12.27
- Mr. Slatery 9.5.27
- Mr.
- Mr. E. J. Harding.
- Sir U. Strachey.
- Sir J. Shuckburgh.
- Sir G. Grindle.
- Sir C. Davis.
- Sir S. Wilson.
- Mr. Ormsby-Gore.
- Earl of Clarendon.
- Mr. Amery.

Immediate

DRAFT. Code Telegram

General Naisoli.

Copy to Buttons, 12 MAY 1927

Copy to

Ms. 24.

40
 X 1010/27
 Kerya 70

Code word
 2.45. 9/5/27

9 May.

Your telegram of
~~Confidential~~
 5th May No. 164 Post
 Settlement. No objection
 to your making
 Statement to Council
 on 10th of May on
 lines of my telegram
 of 11th April. ~~It~~
 should explain that
 Agreement was signed
 13th April and printed
 copies sent to you
 by mail of 5th

2070

May. Statement will
be issued to press
the ~~same~~ on the evening
of 10th May. Following
sentence to be regarded
~~as~~ confidential. No
reference should be
made in any public
announcement to
estimated of financial
results of agreement
see
~~see~~ under (2) of
the telegram ~~referred to~~
under reference.

Full Stop. New Para

Please repeat to
Uganda with a view
to publication there.

Mr. Allen

397

This had for the
Port series, & be noted in the
① telegram in question (1/4 that from
Mr. Denham). They drawings.
O/S 3014

0/15
EASTERN AFRICAN TRADE & INFORMATION OFFICE,
ROYAL MAIL BUILDING

34, COCKSPUR STREET,
LONDON, S.W. 1.

29th April 1927.

Dear Mr. Bottonley,

As suggested by you in our telephone
conversation this morning, I am sending you a copy of the
tele-gram which has been despatched by Sir Edward Crigg to
Mr. Denham on the subject of the announcement of the terms
of the Port settlement.

No doubt the Secretary of State will, in
due course, inform Mr. Denham of the terms in which he wishes
the announcement to be made and the date.

Yours sincerely,

E. A. J. Sutton

we take
Curd, 12 MAY 1927

W. L. Bottonley, Esq. C.B., C. S., O.B.E.
The Colonial Office.
London.

COPY.

Telegram to:

Officer Administering Government,
NAIROBI.

Regret could not answer your telegram regarding St. George's Day speech in time for your dinner. Secretary of State wishes simultaneous publication here and in Kenya of terms of Port settlement.

GRIGG.

DATED 13TH APRIL 1927.

The High Commissioner for Transport, Kenya

AND

The African Wharfage Company Limited and
Another.

Agreement

For handling Cargo at Mombasa.

EA 134 Fois

81.88 - WLAOTL

BURCHELLS,

5 THE SANCTUARY,

WESTMINSTER

An Agreement

entered into this thirteenth day of April One thousand nine hundred and twenty-seven. BETWEEN CHRISTIAN LUDOLPH NEETHLING FELLING O.M.G. General Manager of the Kenya and Uganda Railway for and on behalf of THE HIGH COMMISSIONER FOR TRANSPORT (hereinafter referred to as the Administration) of the first part THE AFRICAN WHARFAGE COMPANY LIMITED whose registered office is situate at Mombasa of the second part and THE EAST AFRICAN LIGHTERAGE AND STEVEDORING COMPANY LIMITED whose registered office is also situate at Mombasa of the third part

Stamp
6d.

WHEREBY IT IS AGREED as follows:—

1. THE two Companies parties hereto of the second and third parts will forthwith cause to be incorporated under the laws of Kenya a limited Company with a subscribed cash capital of not less than Five thousand pounds under the name of the Kenya Landing and Shipping Company Limited and will procure such Company (hereinafter called "the Contractor") to enter into an agreement with the Administration to the effect hereinafter contained and the Administration will enter into such agreement with the Contractor.

2. IN this agreement the following words shall have the meanings set opposite to them respectively videlicet:—

(A) "Cargo" shall mean and include all general cargo goods mails and ivory passengers' movable property of every description and baggage animals and birds whether alive or dead It shall not include coal coke patent fuel minerals or oils in bulk or soda shipped at the Magadi Soda Company's jetty.

(B) "Plant" shall include all ropes slings nets trays and other tackle and all hand trucks necessary for carrying out the contract work but shall not include sheds tarpaulins and dunnage for use ashore fixed cranes and other power-operated mechanical appliances weighbridges or weighing scales locomotives and railway rolling stock which shall be provided free of charge by the Administration.

(C) "Port of Mombasa" shall mean the Port of Mombasa and shall include Kilindini Harbour comprising M'Baraki and Mombasa Old Port.

(D) "Mombasa Old Port" shall mean the Old Port of Mombasa situated to the East of Mombasa Island.

3. THE African Wharfage Company Limited shall surrender to the Administration as on Thirtieth June One thousand nine hundred and twenty-seven the lease held by it comprising all land buildings jetties and equipment at M'Baraki which will in future be regarded as a part of the Port and used as and when the Administration may decide.

4. THE Contractor shall perform the shore handling work (as hereinafter defined) of all cargo at the Port of Mombasa as Contractors for and in the name of the Administration The Administration shall be represented at the Port for all purposes connected with this agreement by the Port Manager to the Administration (hereinafter referred to as the "Port Manager").

5. THE Contractor shall nominate a competent and duly authorised agent who must reside at or near Mombasa to represent it and to have on its behalf the management of the contract work The Contractor shall maintain at its own expense the office at Kilindini Harbour which has been previously maintained by the African Wharfage Company The Contractor shall also at all times during the continuance of this agreement

employ as many competent and responsible inspectors foremen workmen and labourers as may be necessary for the purposes of the contract work and all clerical and supervisory staff necessary to keep tallies and checks in detail of all cargo handled. All such tallies and checks and all accounts statements and receipts shall be kept in a manner reasonably approved by the Administration and if so required on forms provided by the Administration.

6. THE Contractor shall provide all necessary portable plant for shore-handling cargo.

7. ALL work agreed to be done by the Contractor hereunder shall be carried out by it by means of its own staff labour and plant. All cranes (except the twenty ton crane) and other power-operated mechanical appliances the property of the Administration shall be worked by servants of the Administration remunerated by the Administration. The twenty ton crane shall be worked by the Contractor's labour so long as it is operated by hand.

8. THE term "shore handling" shall comprise the following services videlicet:—

(I) To discharge import cargo from lighters with the assistance at the quays if required of cranes and other power-operated mechanical appliances the property of the Administration on to quays stacking grounds beaches direct from crane into railway vehicles cool storage or any places within the Customs enclosure designated by the Administration or to receive from ships lying alongside the deepwater quay cargo from ships' derricks or quay cranes to convey cargo when discharged to the transit sheds stacking grounds cool storage or any places designated by the Administration within the Customs enclosure and there to sort stack and weigh if required such cargo for Customs delivery or other purposes also to load direct from ship or lighter into railway vehicles as required by the Administration.

(II) To convey export cargo from transit sheds stacking grounds cool storage or any places within the Customs enclosure to the quays and to load to quay cranes or ships' derricks or into lighters; also to load direct into ships or lighters from railway vehicles as required by the Administration.

(III) To move cargo inside the transit sheds and on the stacking grounds as required by the Administration also to load and off-load railway trucks used for the transfer of cargo between the various transit sheds and quays within the Customs enclosure and to move cargo to facilitate weighing and measuring by the Administration.

9. THE Contractor shall collect from the Shipping Companies or the public as the case may require the total charges to be imposed in respect of imports and exports at the Port of Mombasa and shall pay over the same to the Administration subject to the deductions and retentions hereby authorised.

(I) The Contractor shall be entitled to retain for its own benefit sums in the following rates in respect of all cargo handled:—

(A) In the case of ships alongside the deepwater quay:—	
1. On Imports.	Per Bill of Lading Ton
For shore handling all cargo (except timber, all rate for which is to be hereafter agreed or failing agreement to be decided by Arbitration in accordance with the provision hereinafter contained)	Shs. 2/75

2. On Exports.	Per Bill of Lading Ton
For shore handling:—	
(A) All bagged cargo (except coffee)	Shs. 1/65
(B) Coffee	Shs. 1/75
(C) Cotton, Silk, Flax, Wool, hides and Skins	Shs. 1/25
(D) Cool chamber cargo	Shs. 2/50
(E) Ivory (at £100 per Bill of Lading ton)	Shs. 2/50 per cent.
(F) All other export commodities	Shs. 1/25

(II) Extras.
Cases or articles of cargo weighing up to and including three tons shall be handled at ordinary rates but

(A) for cases or articles exceeding three tons but not exceeding five tons:—	
Imports for shore handling	Per Bill of Lading Ton 25% additional
Exports for shore handling	Per Bill of Lading Ton 25% additional to 9 (I) F.
(B) for cases or articles exceeding five tons but not exceeding ten tons:—	
Imports for shore handling	Per Bill of Lading Ton 50% additional
Exports for shore handling	Per Bill of Lading Ton 50% additional to 9 (I) F.
(C) for cases or articles exceeding ten tons	
Imports per Bill of Lading Ton	75% additional
Exports per Bill of Lading Ton	75% additional to 9 (I) F.

(III) Ordinarily the contract work shall be performed on weekdays during a working day of any nine (9) hours between seven a.m. and five p.m. the dinner hour for the shore labour being synchronized with that of the stevedores on board ship but the Contractor shall if required by the Administration perform or continue such work at any other times required by the Administration (including night-time Saturday afternoons Sundays and gazetted public holidays) and shall be entitled to retain for such work the following additional rates:

(A) Between 5 p.m. and midnight (Sundays excepted)	As per the rates given below
(B) Between midnight and 7 a.m. ditto	
(C) Between 12 noon and 5 p.m. on Saturdays	
(D) Between Saturday midnight and Sunday midnight and on gazetted public holidays	
(E) During the daily dinner hour	

Staff Grade:	Additional per hour or part thereof
Native Coolies	25 cents each
Native Headmen	50 ditto
Tally Clerks	
Grade 1	Shs. 2/75 each
Grade 2	Shs. 1/30 each
Askaris	50 cents each
Carpenters	50 ditto
Sewing men	50 ditto
European Foreman	Shs. 5/- each

(B) In the case of cargo handled by the Contractor by means of lighters including cargo handled at M'Baraki—

(i) Imports
For lighterage from ship to shore, discharging from lighter into transit sheds on to stacking grounds or any places within the Customs enclosure directed by the Administration; or direct into railway trucks or to cool storage including tallying

Per Bill of Lading Ton
Shs. 6/50

(ii) Exports
For conveying from transit sheds or stacking grounds or direct from railway trucks or cool storage or any places within the Customs enclosure to lighters loading therein and conveying alongside ship including tallying—

Per Bill of Lading Ton

Class 1 Cargo (Existing Exports Classification as per attached Schedule)	Shs. 6 00
Class 2 Cargo Ditto	Shs. 5 -
Class 3 Cargo Ditto	Shs. 4/50
Ivory (at £100 per Bill of Lading Ton)	Shs. 7 50 per cent.

The Contractor shall allow or pay to the Administration out of the Export rates specified in (B) (ii) above the sums of Shs. 1/50 per Bill of Lading Ton when the cargo is craned and Cents 80 when it is manhandled.

(iii) Overtime Clause (A) (ii) shall apply.

(C) In the cases of both ships alongside the deepwater quay and conveyance by the Contractor by means of lighters:—

(i) Transshipment Cargo:
For handling transshipment cargo In and Out whether in the case of ships lying alongside the deepwater quay or whether landed and re-shipped per lighter

Per Bill of Lading Ton
Shs. 3/50

(ii) Livestock:

Imported or Exported:

(A) for shore handling whether in the case of ships alongside the deepwater quay or lightered:

Dogs Pigs Goats Sheep and other small animals	Shs. 2 - each
Camels Horses Mules and Donkeys	Shs. 10 - each

(B) Animals in crates handled at deepwater quay (including re-shipment of crates)

Shs. 2 75 per Bill of Lading Ton

Animals in crates handled per lighter (including re-shipment of crates)

Shs. 8 - per Bill of Lading Ton

(iii) Passengers' Baggage:

(except that carried in the hand)

For shore handling

Cents 15 per package

10. THE Contractor shall be responsible for the whole operation of shore handling and lighterage from the time in the case of import traffic when it receives cargo from stevedore's tackle until it delivers it to the consignee or his agent or to the railway staff to load it into railway trucks and in the case of export cargo from the time it takes cargo from transit sheds stacking grounds any places within the Customs enclosure or cool storage until such cargo is delivered into ships' slings and slung into ships' holds. The Contractor shall be liable to indemnify the Administration

against any claims which may be established against it for the loss of or damage to cargo during shore handling and lighterage including all legal costs as between attorney and client and expenses to which the Administration may have been put in contesting any such claim unless such loss or damage has occurred owing to structural defects of the sheds quays cranes or other power-operated mechanical appliances the property of the Administration or through the mis-handling of such cranes and appliances by the staff of the Administration. It is understood that the Contractor shall be consulted in each case as to whether any such claim shall or shall not be contested and if the Contractor desires that any such claim as aforesaid made against the Administration shall be contested the Administration shall act in regard thereto in accordance with the general directions of the Contractor.

11. THE Contractor shall take all necessary precautions to the reasonable satisfaction of the Port Manager to protect the property of the Administration the workmen and other parties and members of the public from injury and the Contractor shall be liable to indemnify the Administration against any claim established against it in respect of damage of any kind which may result from failure on the Contractor's part to take such precautions as aforesaid or from the fault or negligence of the Contractor or the fault or negligence of its servants agents or sub-contractors and whether such claims arise under the common law or any law relating to workmen's compensation or other law now or hereafter in force in the Colony and Protectorate of Kenya as well as against all costs incurred by the Administration as between attorney and client including those of any appeal it being understood that the Contractor shall in each case be consulted as to whether any such claim shall or shall not be contested and if the Contractor desires that any such claim shall be contested the Administration shall act in regard thereto in accordance with the general directions of the Contractor.

12. (A) THE Contractor shall shore handle all cargo as defined in Clause 1 hereof into and from the Port of Mombasa during the continuance of this Agreement and shall commence such work on the First day of July One thousand nine hundred and twenty-seven.

(B) CARGO which is the property of the Governments of the Colony and Protectorate of Kenya or the Protectorate of Uganda or of the Administration will be shore handled at the rates specified in Clause 9 of this Agreement which rates the Contractor shall be entitled to recover from such Government or Administration PROVIDED that in the case of rails sleepers or structural steel work a reduction of twelve and one-half per centum on those rates shall be allowed by the Contractor.

13. THE Contractor shall cause to be collected daily by its staff all rubbish and refuse from the floors of the transit sheds and stacking grounds. All such rubbish and refuse shall be removed by the Contractor to the incinerator.

14. THE Contractor shall if so required by the Administration provide two sureties satisfactory to the Administration for the due fulfilment of this Agreement who shall each be bound in the sum of Shs. Fifty thousand or shall provide approved security for the amount. The Contractor shall notify the Administration in the event of the death departure from the Colony or insolvency of either of the sureties. If the Administration shall at any time after execution of the Surety Bond notify to the Contractor on reasonable grounds its disapproval of the surety or sureties the Contractor shall provide another surety or sureties to the reasonable satisfaction of the Administration.

15. THE Contractor shall not without the previous written consent of the Administration assign this Agreement or sub-let any portion of the works to be performed by it hereunder other than lighterage work PROVIDED that the employment of labour at a remuneration by piece work shall not be considered a sub-letting.

16. THIS Agreement shall continue in force for a minimum period of ten years from the First day of July One thousand nine hundred and twenty-seven unless previously determined by the Administration under the provisions of Clause 23 hereof and shall be terminable on the Thirtieth June One thousand nine hundred and thirty-seven or on any subsequent date by either party giving to the other not less than twelve calendar months previous notice in writing to that effect PROVIDED that the scales of deductions and retentions to be made by the Contractor hereunder shall be subject to review at the end of every three years. In the event of a revision being desired by either party the matter shall failing agreement be referred to arbitration in the manner provided in Clause 28 hereof.

17. THE Contractor shall conform in all respects to the provisions of all ordinances or regulations from time to time in force in the Colony and Protectorate of Kenya applicable to the harbour works to be done hereunder the employment of natives or otherwise.

18. DHOW traffic at Mombasa Old Port will continue to be handled by the crews of the dhows and the employees of the importers and exporters as at the present time.

19. IF the Port Manager shall at any time on reasonable grounds consider any person employed by the Contractor to be inefficient or negligent or if the Port Manager shall on like grounds consider the number of workmen or the amount and character of the plant then employed by the Contractor in or upon the contract work to be inefficient or unsuitable or that the work is not being executed with due diligence or despatch then in any such case the Port Manager may give notice in writing to the Contractor requiring him within a specified time to remove or dismiss any such inefficient negligent disrespectful or objectionable person to remove any unsuitable men or plant and to appoint in lieu of such person respectively other fit and proper persons to employ other workmen and to provide other plant either until the termination of the contract or for a limited period as the Port Manager may think necessary and shall by such notice require. In the case of the Port Manager being of the opinion that insufficient staff are being employed by the Contractor or insufficient hours worked by them he may verbally require such staff to be augmented confirming such verbal request in writing. No such notices shall be considered or taken as in any way relieving the Contractor from his responsibilities under this Agreement but the Contractor shall have the right to appeal to the High Commissioner for Transport against any such notice given by the Port Manager.

20. ALL notices to the Contractor shall except as aforesaid be in writing and shall be considered served by leaving the same at the office of the Contractor situated at the Harbour. The Contractor shall only communicate with the Administration on any matter the subject of this Contract through the Port Manager.

21. (A) THE Contractor shall on demand from time to time furnish such returns as may be required by the Port Manager of the number and description of the agents inspectors clerks foremen and workmen and of the unskilled labour and plant provided by it for the purposes of this Agreement.

(B) THE Contractor shall also supply the Port Manager with such statistical figures of tonnages handled and of the times and staff occupied and required in handling them as he may require for the purpose of preparing the periodical statistics of the Port.

22. THE Contractor shall take all requisite precautions and appoint such persons as may be necessary for the prevention of misconduct among the labourers or others employed upon the contract work and for the preservation of order among them.

23. SHOULD the Contractor fail to fulfil any condition of this Agreement or to pay its servants workmen or unskilled labourers or any

of them their salaries or wages within seven days of the time when such salaries or wages become due or have any judgment given against it which being unappealed from it shall fail to satisfy or pay for a period of fourteen days after such judgment was given or enter into liquidation (otherwise than for purposes of reconstruction or amalgamation) or fail to execute the contract work with due diligence and despatch or fail to comply with any notice given under Clause 19 hereof (unless such notice shall be successfully appealed against under the provisions of that clause) the Port Manager may by written notice dismiss and discharge the Contractor from further execution of the contract work and terminate this Agreement but the Contractor shall have the right to appeal to the High Commissioner for Transport against any such decisions of the Port Manager.

24. THE Contractor shall maintain all requisite plant in proper working condition until the termination of this Agreement. The Administration shall not be responsible for any loss destruction or damage which may happen to such plant from any cause whatever and shall have the right on the termination of this Agreement to purchase all or any part of the said plant paying to the Contractor such price as may be fixed by two impartial valuers one valuer being chosen by each party and in the event of a dispute the valuers so chosen may themselves select a third and the value assessed by such valuers or the majority of them shall be the price. For the purpose of fixing such price the Contractor shall produce to them when called upon to do so such evidence of original cost as may be required. The Contractor shall not bring upon the wharves any plant not in its opinion required for carrying out the contract work.

25. IN the event of the termination of this Agreement under Clause 23 hereof the Port Manager may at his discretion pay any salaries and wages actually due to the servants of the Contractor out of any sums which may be payable in respect of the sale of the plant or out of any other sums payable or that may become payable to the Contractor under this Agreement but the Contractor shall have the right to appeal to the High Commissioner for Transport against any such decision of the Port Manager.

26. (A) THE Administration and the Contractor agree that the total consolidated charges to be imposed in respect of all imports and exports at the Port of Mombasa shall at all times be fixed by the Administration and that no increase or decrease may be made in these charges without the previous written sanction of the Administration.

(B) THE Administration and the Contractor further agree that until notified otherwise by the Administration the landing and shipping charges to be collected from the public by the shipping companies serving the Port of Mombasa shall be as follows whether the cargoes are handled to or from ships lying alongside the deep-water quay or by lighterage:—

	Per Bill of Lading Ton
On Imports covered by this Agreement	Shs. 10/50
On Exports covered by this Agreement—	
Class 1 Cargo	Shs. 6/-
Class 2 Cargo	Shs. 5/-
Class 3 Cargo	Shs. 4/50
Ivory (at £100 per Bill of Lading Ton)	Shs. 7/50
	per cent.
On all Heavy Lifts—	
Above 3 tons but not exceeding 5 tons	Shs. 13/20
Five tons but not exceeding 10 tons	Shs. 15/20
Above 10 tons	Shs. 18/40

NOTE.—In the case of cargo conveyed by lighter between the Kilindini Harbour and Mombasa Old Port the additional sum of Shs. 1/- per Bill of Lading ton will be charged for such lighterage in the case of exports and Shs. 2/- in the case of Imports.

On Transhipment Cargo— In and Out, irrespective of how dealt with	Per Bill of Lading Ton Shs. 7/50
On Livestock— Whether in the case of ships alongside the deepwater quay or lightered— Dogs Pigs Goats Sheep and other small animals Camels Horses Mules and Donkeys Animals in Crates	Shs. 3/- each Shs. 15/- each Shs. 10/50 per Bill of Lading Ton
On Passengers' Baggage— (Except that carried in the hand) For shore handling	Cents 25 per package

The balance collected in each case after the shore handling has been allowed for in accordance with the rates laid down in this Agreement is to be remitted to the Administration. In the case of combined shore handling and lighterage the proportions laid down in this Agreement are to be remitted to the Administration.

27. ALL rentals for imports and exports standing in the transit sheds or elsewhere in the port area shall belong to and be paid over to the Administration.

28. IF any dispute shall arise between the Administration and the Contractor as to the meaning of anything contained in this Agreement or as to any act to be done or service performed hereunder every such dispute shall at the instance of either party be referred to arbitration and unless the Administration and the Contractor concur in the appointment of a single arbitrator the reference shall be to two arbitrators one to be appointed by each party and every such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Ordinance 1913 and any Ordinance in amendment thereof or in substitution therefor for the time being in force and shall be subject to the provisions of such Ordinance or Ordinances.

(Sgd.) C. N. FELLING,

General Manager of the Kenya and Uganda Railway.

Witness:—

GEORGE BULKELEY,
Port Manager.

On behalf of The African Wharfage Company Limited,

WM. A. M. SIM.

Witness:—

ARTHUR S. JECKS,
24 Austin Friars,
London, E.C.,
Solicitor.

On behalf of the East African Lighterage and Stevedoring Company Limited,

H. W. D. FRUDD.

Witness:—

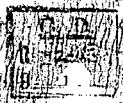
ARTHUR S. JECKS.

REVISED EXPORT CLASSIFICATION.

COMMENCING 18TH OCTOBER 1926.

Class 1	Class 2	Class 3
Butter	Copra	Cotton Seed
Bacon	Cedar Slate	Maize
Coffee	Ground Nuts	
Cotton	Linseed	
Chillies	Simsin	
Case goods	Sisal Tow	
Cool Chamber Produce	Timber	
Cheese	Castor Seeds	
Cream	Sunflower Seed	
Flour	Sisal Waste	
Flax	Beans	
General Cargo	Bran	
Gum	Maize Meal	
Hides	Potatoes	
Milk	Soda	
Motor Cars and Spares	Wattle Bark	
Rubber	Ghee	
Skins	Bark	
Sugar	Barley	
Sisal	Peas	
Tow	Wheat	
Trophies	Keiselghur	
Wool		
Wax		
Wattle Extract		
Leather		

- Sir Seal 29 427
- Allen 394
- Volney 35
- Mr. E. J. Harding
- Sir C. Straehy.
- Mr J. Shuckburgh.
- Sir G. Grindle.
- Sir C. Davis.
- Sir S. Wilson.
- Mr. Ormsby-Gore.
- Earl of Clarendon.
- Mr. Amery.



X10167 Kenya

Ans'd
no. 44

3 MAY 1927

~~April 1927~~

[Handwritten signature]

Sir.

DRAFT.

Mr. C. S. E. W. Frigg,
K.C.V.O., C.M.G., D.S.O., D.C.

I am li. to transmit to

you for your con. the
 accompanying copy of a
 which was sent to the
 Atter's Governor of Kenya
 the 11th of April, regarding
 the agreement relating to
 handling work at the
 Port of Mombasa, together
 with a copy of a telegram
 reply, dated the 16th of
 April, which has been
 received from Mr. Deuham
 (signed)
 Atter of the Agreement

14 JUL 1927

20076 tel. 11.4.27 (1024)
 20076 tel. 16.4.27 (1021)
 Agreement (printed copy)

copy to Mr. Frigg
 copy to Mr. [illegible]
 copy to Mr. [illegible]

2. The S. & S's legal

advisers are of opinion that
~~it~~ it will be necessary
for the provision of the agreement
regarding the administration
of the Port to be carried into
effect by an Order in Council
amending the Kenya and
Uganda (Transport) Order
in Council, 1925. ~~It will be~~
~~planned to be furnished with your views~~
Accordingly ~~it is~~ necessary

to consider the contents of
the amending Order in Council,
particularly with reference to
the new title of the Services
and of the General Manager.

It is suggested that the new
title for the Services might be
The Kenya and Uganda

Sir E. M. Harcourt
Sir G. Grindle
Sir G. Davis
Sir S. Wilson
Mr. ~~Ormsby-Gore~~
Earl of Clarendon
Mr. Amery

DRAFT.

Railway and Harbours.

It is also necessary to consider
the terms of the ~~Order~~
Order in Council as regards
the constitution of the
Advisory Board for the
Harbour, and in this
connection you will no doubt
consider the suggestion made
in the Acting Governor's
ltr. of the 16th of April in
relation to paragraph
97 of the Report of the
Nombasa Port Commission.

~~3. The Council~~
should be kept advised
with your views on the
subject of the new Order in
Council.

(Signed) W. O. BOTTOMLEY

COPY

TELEGRAM from the Officer Administering the Government of Kenya to the Secretary of State for the Colonies.

Dated 16th April 1927.

(Received Colonial Office 11.23. P.M. 15th April 1927).

18 APR 1927

COL. OFFICE

No. 129. Following for ~~Brigg begins~~ your telegram of 11th April. On behalf of the Executive Council and myself desire to express to you our appreciation of the efforts which have resulted in agreement which we agree best possible in the circumstances. Have ^{confirmed} (group omitted) Secretary of State for the Colonies accordingly but suggested amendment in regard to composition of the Port Advisory Board. Delamere unable to be present at meeting but telegraphed that he agreed that the best terms possible in the circumstances have been obtained. He stated further that he did not understand why Port Estimates submitted Uganda. This point explained to Executive Council and accepted by all the members present. Ends.

No 31

37/82

Telegram from the Officer Administering the Government of Kenya to the Secretary of State for the Colonies.

(Dated 16th April 1927).

(Received Colonial Office 11.23 a.m. 16th April 1927).

No. 128.

RECEIVED
18 APR 1927
COL. OFFICE

1024

Your telegram of 11th April. Concur with the unanimous advice of the Executive Council that provisional agreement best possible under all the circumstances and should be accepted. In view of the fact that control will now be in the hands of the High Commissioner instead of the Kenya Government it is considered advisable that the producers interests should have one representative on the Advisory Board nominated by the Kenya Government replacing one of the Mombasa Chamber representatives. Mombasa interests would remain adequately represented. If it is considered that this would be regarded as in any way upsetting the balance recommended in paragraph 97 of Port Commission Report there would appear to be no objection to the nomination of two representatives of the shipping interests being transferred to the High Commissioner. In regard to the Amendment of the Order-in-Council it is suggested by my legal advisers that it would be more convenient to deal with the Port under separate Order-in-Council. I have (group omitted ? repeated) this telegram to the Governor of Uganda.

3 MAY 1927

Copy to Gngg

10107

30

BURCHELLS.
C.T.D. BURCHELL.
A.W. BURCHELL.

5, The Sanctuary,
Westminster, S.W. 1.

TELEPHONE CIRCULARS 6481.
PLEASE ADDRESS YOUR REPLY TO
THE ABOVE ADDRESS AND REFER TO INITIAL

C.

14 April, 1927.

Port of Mombasa.

Sir,

17 APR 27
CO

Referring to your letter of the 6th. instant, No. 10107/27, we exchanged the agreement in the above matter yesterday, and herewith send you the part signed on behalf of the African Wharfage Co. Ltd. and the East African Lighterage & Stevedoring Co. Ltd.

We enclose our second working draft, showing the further alterations in red and blue ink, which we made at the meeting of all the parties and Mr. Jecks. The first draft amended by us, from which the enclosed one was copied, was lent by us to Mr. Bulkalay, and he forgot to return it to us.

We are,

Sir,

Your obedient Servants,

Burchells

The Under Secretary of State,
Colonial Office,

Downing Street, SW.1.

Mr. Allen 13/6

L.10107/27 Kenya

This is not to be sent to S.S. for signature
13/4/27

Mr. E. J. Hanna

For the S. of S. signature

Mr. G. Strachan 13/4

Sir J. Shuckburgh

Downing Street,

Sir G. Gripple

Sir C. Davis

C. D.
R 14 APR.
D 114

21 April, 1927.

+ Sir S. Wilson 13/4/27

Mr. Ormsby-Gere

Earl of Olandon

My dear Mackinder,

Mr. Amery

With regard to the negotiations

DRAFT.

SIR H. MACKINDER

(No 21)

*The Right Hon
Sir Stafford
Mackinder*

as to Mombasa Harbour about which you wrote to me on the 4th of April, I think I ought to point out that under the proposed ^{will} agreement of the shipping companies lighterage is left free, although it seems unlikely that competition at any rate for general cargo, will arise.

I am assured that vessels in ^{deep water} practice are only berthed at the departure quays at the request of the shipping companies: that no pressure is brought to bear on the ship-owners to bring vessels alongside; and that the local representatives of the shipping companies are quite satisfied with the arrangements.

*See further
minutes below
No 27 a file*

P.F.O.

I understand that local conditions of Bombay are such as to render impracticable competition in the ordinary sense between lighterage and the quays; and I am satisfied that the arrangements in contemplation are the best possible in all the circumstances.

even though although
it's perhaps not
strictly correct
etc. etc. remarks
Jes
8.11.6
13.6.20

W. L. M.
A. J. A.

26
26

Glenapp Castle.
Ballantrae. 8th April, 1927
Ayrshire.

My dear Amery,

Your letter of 7th with draft agreement reached me this morning and I have wired you

"Your letter seventh agreement proposed
"has my concurrence"

I was glad to hear from Sim on Wednesday that Felling and he had come to a mutually satisfactory arrangement and I think you may rest assured that our people at (Kilindini) Mombasa will spare no effort to give satisfaction to Felling the Port Manager and to the High Commissioner. I am glad this matter, thanks to your diplomatic skill has been settled and I have no doubt the arrangement will work for the best interests of all sections of the growing trade of East Africa.

I am sending a copy of your letter and a copy of this to Sim together with the draft agreement.

Yours sincerely,

Mencap

Rt. Hon. J. Amery, P.C.
Colonial Office, S W.

X 10007. 2)

87
24

Mr. *W. H. Allen* 1/14

*Code's revised
11/15/1914*



Mr. *E. J. Harding*

*Ans'd
11/31*

Mombasa Port Working Provisional agreement has been arrived at between

X Sir C. Strachey. (1. "

Sir J. Shuckburgh.

representatives of Railway and

Sir G. Grindle.

Wharfage Companies relative to

Sir C. Davis.

methods of working. Following are

X Sir S. Wilson.

Mr. Ormsby-Gore.

main provisions

Earl of Clarendon.

Mr. Amery.

(1) African Wharfage Company

DRAFT.

"Immediate"

Governor

Nairobi

(1 for refutation to
Governor of Kenya)

3 MAY 1914
Copy to Gagg.

and East African Lighterage Company

to amalgamate. Amalgamated Company

to do all shore handling of general

cargo and exports under agreement;

(2) Handling charges to public

to remain as at present including

recent reduction in export charges

but proportions payable to Port

Authority to be increased consider-

ably proportion retained by Wharfage

Companies being reduced accordingly.

On figures available here it is

difficult to estimate precisely what

Port

(1) Original black type +
m.s. marginal form on page
4 (available) as
original submitted by Sir
Gagg.

(2) Red ink alterations as
here aff. Sept. 22

(3) m.s. alterations in black
ink have been made
as per list from Sept.

1. Resolutions for further action?

Port will gain by amended charges, but

improvement in respect of deep water

berths and Kilindini lighterage plans

likely to be not less than £25,000

per annum;

(3) Agreement to operate from 1st

July next and to remain in force for

nine years subject to twelve months

notice thereafter, but charges to be

subject to review every three years and

in absence of agreement between Port

Authority and Wharfage Company to be

referred to arbitration;

(4) Cils in bulk coal minerals soda etc.

excluded from terms of agreement and

lighterage left free;

(5) In view of foregoing arrange-

ments and following provisions relative

to Port control Lord Inchcape has

agreed to cancellation of lease of

Mbaraki. Mbaraki will thus become part

of general port facilities.

Control

San prepared 6
Control: ~~Secretary of State agrees 6~~

following system

~~(6) Control to be exercised by High Commissioner for Transport through General Manager of Railways to whom Port Manager will report in same manner as but independently of heads of other railway departments. General Manager to use whole of Railway machinery in connection with work of Port;~~

~~(7) High Commissioner to be advised by Port Advisory Board to be constituted as recommended in paragraph 97 of Port Commission's~~

L. B. This comes in under WPA

(6) Control to be exercised by High Commissioner for Transport through General Manager (See Section 5(1) of Order in Council), to whom as Chief Advisor of Harbour Services

Port

Port manager will report in regard to Port Department in same manner as, but independently of Heads of Departments of railway.

Port Manager will not be under the Railway Traffic Department, but to avoid duplication and unnecessary expense, the General Manager will use

Railway Engineering Stores and Accounting Departments for Port Services.

(8) Inter-Colonial Railway Council to have no jurisdiction in connection with Port;

(9) Railway estimates and Port estimates to be prepared separately

by respective Advisory Boards and hereafter to be combined under

direction of High Commissioner submitted

Kenya and Uganda Legislative

Councils

(7) High Commissioner to be advised by Port Advisory Board to be ^{of} ~~in line with~~ ^{of} ~~as recommended by~~ in para 97 of Port Commission's report.

Councils and subsequently approved in terms of section 17 of Order in Council;

(10) Port lands to be defined as recommended in paragraphs 100 and 101 of Port Commission's Report and to include houses etc. transferred in connection with recent transfer of Port Captain's department. Such land while not alienated to Port Authority by Government to be administered by High Commissioner subject to advice of Port Advisory Board in interests of general development of Port, profits if any being set off against Port capital or interest charges. If Authority Kenya whole of Mbaraki Estate purchased not required by Port Authority Kenya Government to consider taking over portion and accept proportionate liability

liability therefor;

(11) While it must be understood that in interests of development Port cannot be made to pay for itself immediately and loss must be borne in combined Railway and Port estimates Port Advisory Board must consider system of charges recommended by Port Commission with object of steadily improving financial position.

Working agreement is being prepared in legal form for signature here [~~is finally approved~~]. Amendments to Order in Council will be submitted to Legislative Councils of Kenya and Uganda for approval before being finally passed.

Carried with
[meanwhile] please submit this *to my advisers*
cable to Executive Council and telegraph any observations as soon as possible.

Consider

9e
Consider arrangements best possible under all the circumstances and strongly recommend their acceptance.

Please repeat to Governor

Uganda.

*I have cut out [2] lines
below in order that
signature of agreement
may proceed as I assume
wished. WYTR*

NOTE by Dr. Allen

This matter was discussed with Mr. Felling this morning. Sir E. Grigg was not available.

Clause 6.

It is now suggested for the Secretary of State's consideration that Clause 6 should be amended to read as follows:-

A

"Control to be exercised by High Commissioner for Transport through General Manager (See Section 5 (1) of the Order in Council), to whom as Chief Adviser of Harbour Services Port Manager will report in regard to Port Department in same manner as, but independently of the Heads of Departments of railway.

Port Manager will not be under the Railway Traffic Department, but to avoid duplication and unnecessary expense, the General Manager will use Railway Engineering Stores and Accounting Departments for Port Services."

Mr. Felling regards it as very important that it should be made clear that the material and also personnel to the extent mentioned will be available for Port purposes and the Clause as amended makes it quite clear that the Port is not a part of the Railway system in any traffic sense.

Clauses 7 and 8.

The recommendation of the Port Commission referred to in Clause 7 includes in the proposed composition of the Port Advisory Board, two representatives of Uganda, one of whom should be resident at Mombasa. So far as ~~the~~

Uganda accp is concerned this meets the objection to the retention

retention of Clause 8, but the words "as recommended in" in Clause 7 might be amended to "on the lines of" in order to leave a loophole for further consideration if desired of the actual composition of the Board recommended by the Port Commission.

*This was set
discussed
with Sir
Felling
p/kk
7.4.27.*

Tanganyika Territory is at present little interested in the Port - not apparently more than say 5% - so that the question of the representation of that Territory hardly seems to arise and it would certainly involve considerable complication and delay.

As regards Sir H. J. Mackinder ^{etc} Mr. Felling explained fully that competition in any ordinary sense was not possible in view of the local circumstances of the Port which perhaps are not quite fully understood by the Imperial Shipping Committee.

^{the} The main points may I think be briefly summarised as follows:-

(a) Lighterage is as a matter of fact left free under the Agreement (See Clause 4), although it is unlikely that any competitors, at any rate for general cargo, will appear.

(b) Although there are Legal powers enabling orders to be given to ships, as a matter of fact it is neither the practice nor the intention to order ships alongside. It would however, be undesirable to repeal these legal powers as no one can foresee the future: and

(c) All arrangements for berthing ships at the Quay are made at the request of the Ship owners and the local representatives of the shipping companies are quite satisfied with the existing arrangements.

*Stobler
7/4/27*

Mr. Allen. *5/6/27*

Mr.

Sr.

For the S. of S. signature.

Mr. E. J. Harding.

Sir C. Strachey. *6/4*

Sir J. Stauchburgh.

Sir G. Grindle.

Sir C. Davis.

X Sir S. *5/16/27*

Mr. Ormsby.

Earl of Clarendon.

X Mr. Amery. *5/16/27*

Downing Street,

7th April, 1927.

Very sorry,

The enclosed draft/agree-

ment, relating to handling at the
Port of Mombasa (Kilindini), has
just been submitted to me.

I am prepared to accept it
as a basis for drawing up the final
Agreement and I assume that you
are aware of the position. There-
fore as I understand it is desired
to complete the matter in time to
enable Mr. Sim to leave for East
Africa at a very early date, a copy
of the draft is being sent to the
Government solicitors (Messrs.
Burchells, 5, Sanctuary, S.W.1.)
with instructions to prepare a form
of Agreement in consultation with

DRAFT. *Casâ.*

THE VISCOUNT INCHCAPE,

G.C.M.G., G.C.S.I., K.C.I.E.

(I can supply this final) JMD

Messrs. Johnson, Jecks and Colclough;
who, I understand, are the solicitors
for the Wearing Companies.

I shall be glad to hear that

you concur in what is being done.

Yours sincerely,

L.S. Amery

Handwritten notes and signatures at top left.

21



IMPERIAL SHIPPING COMMITTEE.

Secretary:
H. D. FENNELLY.

Telephone:
Victoria 8840.

NEW PUBLIC OFFICES,

GREAT GEORGE STREET,

LONDON, S.W.1.

Telegrams: Fennelly, Bonellack, London.

4th April, 1927.

My dear Amery

Following on the permission which you gave I reported to the Imperial Shipping Committee, at their last meeting, the conversation which I had with you recently regarding the negotiations between Sir Edward Grigg and Viscount Incheape as to Mombasa Harbour. My Committee were interested to hear that a settlement of this vexed question is in sight, but none the less thought it well that I should call your attention to the fact that the arrangement, which they understand is suggested between the Lighterage Companies and the Harbour Authority, apparently sets aside the principle of free competition between the deep water wharves and the lighterage, which was the outstanding feature of their report.

Yours sincerely
J Mackenzie

The Right Hon. L.S. Amery, M.P.

20.

Mr. Allen
Mr.
Mr.

K. 10107

S#3

Mr. E. J. Harding
Sir C. Strachey
Sir J. Shuckburgh.
Sir G. Grindle.
Sir C. Davis.
Sir S. Wilson.
Mr. Ormsby-Gore.
Earl of Clarendon.
Mr. Amery.



Downing Street,

Ans. or (adv. 2/2)

6 April, 1927.

Gentlemen,

DRAFT.

UR
MESSRS BENTON & BOWLES.

I am etc. to transmit to you the accg. copy of a draft of an agreement regarding the handling of work at the Port of Mombasa (Kilindini); and to request you to take the necessary steps to draw up a formal agreement in consultation with Messrs Johnson, Jacks and Colclough, 24, Austin Friars, the Solicitors for the Wharfage Companies referred to in the draft.

2 drafts

It is also desired that you should proceed in consultation with Mr. C.M. Felling, General Manager and Mr. H. Milkeley, the Port Manager, whose address is c/o H.M.'s Eastern Trade and Information Office, 34, Cockspar

Street,

(8) Inter-Colonial Railway Council to have no jurisdiction in connection with Port;

(9) Railway estimates and Port estimates to be prepared separately by respective Advisory Boards and thereafter to be combined under direction of High Commissioner submitted to Kenya and Uganda Legislative Councils and subsequently approved in terms of section 17 of Order in Council;

(10) Port lands to be defined as recommended in paragraphs 100 and 101 of Port Commission's Report and to include houses etc transferred in connection with recent transfer of Port Captain's department. Such land while not alienated to Port Authority by Government to be administered by High Commissioner subject to advice of Port Advisory Board in interests of general development of Port, profits if any being set off against Port capital or interest charges. If whole of Mbaraki Estate purchased not required by Port Authority Kenya Government to consider taking over portion and accept proportionate liability therefor;

(11) While it must be understood that in interests of development Port cannot be made to pay for itself immediately and loss must be borne in combined Railway and Port estimates Port Advisory Board must consider system of charges recommended by Port Commission with object of steadily improving financial position.

Working agreement is being prepared in legal form and will be signed soon. Amendments to Order in Council will be submitted to Legislative Councils of Kenya and Uganda for approval before being finally passed. Meanwhile please submit this draft to Executive Council and telegraph any observations as soon as possible. Consider arrangements best possible under all the circumstances and strongly recommend their acceptance.

1/3

For signature, Ken
if finally approved

[Signature]
General Manager
Kenya and Uganda Railway.

Please present to Committee Uganda

99
17

NOTE.

The accompanying draft Agreement between the Wharfage Companies and the Transport Administration for the shore handling at the Port of Mombasa, was left with me by Mr. Bulkeley this morning, together with the attached note from which it will be seen that it is desired that legal formalities should be carried through as early as possible in order that Mr. Bulkeley and Mr. Sim may be in a position to return to Kenya by the steamer of the 14th of April.

The Agreement is based on a draft drawn up by Mr. Howell, one of the Kenya Crown Counsel, who acts as legal adviser to the Transport Administration.

Taking in order the points dealt with at the discussion in the Secretary of State's room on the 21st of March:-

I. Handling (including Mbaraki)

The Agreement is a combined contract covering both shore work and lighterage and it includes a substantial reduction in the prices for the shore work as compared with the tender previously put in - a point on which the Secretary of State lays strong emphasis. The charges proposed are briefly summarised in the attached table, from which it will be seen that the prices have been reduced to the figures mentioned by Mr. Felling, at the discussion, as being desirable, namely, import figure from 3/3 to 2/9 and export from 2/6 to 1/6.

The revised figures in the Agreement will bring to the port substantial increases on its previous receipts in every case except that of the lighterage of exports.

For note
See No 14.

in the rate for which no change has been made. The explanation of this is that some six months ago the Port Administration reduced this particular charge to the public by 1/- per ton and the Wharfage Companies had to follow suit as regards port receipts. This reduction of 1/- per ton having been made to the public, the Wharfage Companies are not in a position to make any further concession to the Port Administration.

As regards Mbaraki, Clause 1 of the Agreement provides for the surrender of the lease of the African Wharfage Company on the 30th of June, 1927.

II. Control.

The question of control does not arise out of the Agreement except in so far as the Agreement is between the High Commissioner for Transport and the Companies. As the port will remain a declared service under the Transport Order in Council until the end of the present year this form is necessary.

III. Term of Contract.

Clause 15 of the draft Agreement provides that the Agreement shall remain in force for a period of 9 years, being terminable thereafter at 12 months' notice, and also that the rates provided in the agreement shall be subject to review at the end of every three years. In the event of a revision being desired by either party, such revision to be by mutual consent if possible, otherwise the matter to be submitted to arbitration as proposed in Clause 27 of the Agreement.

Arbitration in a tribunal which as the terms of contract

/IV. Action

IV. Action Proposed.

(1) If the Secretary of State approves the proposed settlement? a spare copy of the Agreement should ^{be} sent to Lord Inchcape for his concurrence.

(2) In anticipation of Lord Inchcape's concurrence drafts should be prepared:- (a) to Messrs. Burchells instructing them to arrange the final terms of the draft, in consultation with Mr. Felling and Mr. Bulkeley, and with the solicitors of the Wharfage Companies (whose name Mr. Bulkeley will let me have as soon as possible), asking them also to communicate direct with this Department if necessary on any points that may arise; and, (b) a short draft to the Crown Agents telling them of the instructions given to Messrs. Burchells and explaining that it has been done direct in view of the urgency.

to submit the draft in its final form to the Dept. for concurrence

See further minutes 1/1/11

(3) I understand that a telegram giving particulars of the Agreement has been prepared by Mr. Felling and sent to Sir Edward Grigg with a view to despatch to the Colony. I take it, however, that there should be some official communication from the Secretary of State to the local authorities, ~~as regards this case it should be~~ ^{either} to the O.A.G. of Kenya ~~and~~ ^{or} to Mr. Denham as Acting High Commissioner of Transport, and if the telegram mentioned is sent, that from the S. of S. might be limited to saying that he approves the terms of the Agreement which have been communicated to the O.A.G. direct; that the necessary steps ^{are} have been taken to complete the Agreement, and that if the O.A.G. has any observations they should be telegraphed without delay as it is desirable to complete the matter, if possible, before the departure of the Port Manager and the representatives of the Wharfage Companies on the 14th of April.

(So far as the Transport Administration is concerned the signature of Mr. Felling only is required, but the matter is urgent if it has to be signed by both Mr. Sim and Mr. Frudd on behalf of the Companies.)

St. Klein
5/4/27

	Prices in Companies Tenders	Revised Price in draft Agreement (Clause 6)	Charge to Public (Clause 28)	Amount handed over to Port Adm.
Water Quays Imports Exports	Shs. 3.25 2.50	Shs. 2.75 1.50 (Average)	Shs. 10/50 5.00 (Average)	Shs. 7/75 3.50 (Average)
Lighterage including Mbaraki Imports Exports	7.00 4.50	5.50 If craned 4.20 If man-handled (Average)	5.00 (Average)	1.50 If craned 0.80 If man-handled

16 104



His Majesty's Eastern African Dependencies

TRADE & INFORMATION OFFICE

*Royal Mail Building,
Cockspur Street,
LONDON, S.W.1.*

KENYA, UGANDA,
TANGANYIKA, ZANZIBAR

TELEPHONE: ROYAL 1371/2

ANY COMMUNICATION RELATING TO THIS MATTER SHOULD
BE ADDRESSED TO THE SECRETARY,
R.T.P.

NYASALAND
NORTHERN RHODESIA

ABLES: 5 AMATTERS, LONDON
TELEGRAMS: 5 AMATTERS, WESTRING, LONDON

April 5th/27

Memorandum for H. Allen Esq,
Colonial Office,
S.W.

Stores-Handling
Port of Mombasa

Herewith are attached two copies of the draft Agreement, provisionally signed on behalf of the Administration and the Wharfrage Companies concerned. A copy is also in the hands of Sir Edward Grigg. The two attached copies are, one for the Secretary of State and the other for Lord Inchcape.

It now remains for this draft Agreement to be put into legal form by Colonial Office solicitors; the Wharfrage Companies would also like their solicitor to agree. As Mr W.A.M. Sim and myself are booked to sail for Kenya on Friday, April 14th, we would appreciate it if the legal drafting could be commenced forthwith, so that all concerned can sign the final Agreement before we sail.

W. A. M. Sim

PORT OF MOMBASA

DRAFT AGREEMENT

AN AGREEMENT entered into this _____ day
of _____ 19____ BETWEEN
General Manager of the Kenya and
Uganda Railway, for and on behalf of the High Commissioner for
Transport (hereinafter referred to as the Administration) of the
one part and the African Wharfage Company Limited, together with
The East African Lighterage and Stevedoring Company Limited, as
re-constituted into one Company under the title of
(Hereinafter called the Contractor)
of the other part.

WHEREBY IT IS AGREED as follows:-

1.
[Handwritten initials]
2.
[Handwritten initials]

The African Wharfage Company Limited, as at present
constituted, shall surrender to the Administration on ~~30th~~
December, 1927, that lease held by it on all land, buildings,
jetties and equipment at M'Baraki, which will in future be regard-
ed as a part of the Port and used as and when the Administration
may decide.

The Contractor shall perform the shore-handling work,
~~exclusive of stevedoring~~, of all cargo (as hereinafter defined)
at the Port of Mombasa (as hereinafter defined) as agents of,
and in the name of, the Administration, and subject to its
over-riding control. The Administration shall be represented
at the Port for all purposes connected with this agreement by
the Port Manager to the Administration (hereinafter referred to as
the "Port Manager").

The Contractor shall provide all necessary portable
plant for shore-handling cargo.

All works agreed to be done by the Contractor under
this agreement shall be done by him with his own staff, labour
and plant, provided that cranes and other power-operated mechan-
ical appliances the property of the Administration shall be
worked by servants of the Administration, with the exception
of the 20-ton crane, which shall be worked by the Contractor's
labour, so long as it is operated by hand.

Shore-handling:

The Contractor shall:-

(1) Discharge import cargo from lighters by his
labour, with the assistance, at the quays, if required,
of cranes and other power-operated mechanical appliances
the property of the Administration, on to quays, stacking
grounds, beaches, direct into railway vehicles, cool
storage or any places within the Customs enclosure
designated by the Administration, and receive, from
ships lying alongside the deepwater quay, cargo from
ships, derricks or quay cranes, convey cargo when dis-
charged to the transit sheds, stacking grounds, cool
storage, or any places designated by the Administration
within the Customs enclosure, and there sort, stack
and weigh, if required, such cargo for Customs, Railway
or other purposes, also to load direct from ship or

lighter into railway vehicles as required;

(ii) Convey export cargo from transit sheds, stacking grounds, cool storage, or any places within the Customs enclosure, to the quays, and load to quay cranes or ships' derricks, or into lighters, by his own labour, also to load direct into ships or lighters from railway vehicles as required.

(iii) Move cargo inside the transit sheds and on the stacking grounds as required; also load and off-load railway trucks used for the transfer of cargo between the various transit sheds and quays within the Customs enclosure. He shall also move cargo to facilitate weighing and measuring by the Administration.

6. (1) The Contractor shall be paid at the following rates for all cargo handled:-

(A) In the case of ships alongside the deepwater quay:-

1. On Imports

Per Bill of Lading ton.

For shore handling Shs. 2/75

(Except timber, a rate for which to be agreed after experience.)

2. On Exports

Per Bill of Lading ton.

For shore handling:-

(a) All bagged cargo (except coffee) Shs. 1/65

(b) Coffee Shs. 1/75

(c) Cotton, Sisal, Flax, Wool, Hides and Skins Shs. 1/25

(d) Cool chamber cargo Shs. 2/50

(e) Ivory (@ £100 per B.L. ton) Shs. 2/50 per cent.

(f) All other export commodities Shs. 1/25

(ii) Extras:

Heavy lifts: Cases or articles of cargo weighing up to and including three tons, shall be handled at ordinary rates, but in the case of cases, or articles, of cargo exceeding three tons, the Contractor shall be entitled to an extra payment:-

(a) for cases or articles of cargo exceeding three tons but not exceeding five tons:

<u>Imports</u>	<u>Per Bill of Lading ton.</u>
for handling	25% additional.
<u>Exports</u>	<u>Per Bill of Lading ton.</u>
for handling	25% additional to 6 (1) r.

(b) for cases or articles of cargo exceeding five tons but not exceeding ten tons:

<u>Imports</u>	<u>Per Bill of Lading ton.</u>
for handling	50% additional.
<u>Exports</u>	<u>Per Bill of Lading ton.</u>
for handling	50% additional to 6 (1) r.

(c) for cases or articles of cargo exceeding ten tons where the 20-ton hand crane is used:-

<u>Imports, per Bill of Lading ton</u>	75% additional.
<u>Exports, per Bill of Lading ton</u>	75% additional to 6 (1) r.

(iii) Overtime: Ordinarily the contract work shall be performed on weekdays during a working day of any nine (9) hours between 7 a.m. and 5 p.m., the dinner hour on shore being synchronised with that of the stevedores on board ship, but the Contractor shall, if required by the Administration, perform, or arrange, such work at any other time required by the Administration (including night-time, Saturday afternoons, Sundays, and gazetted public holidays), and shall be entitled to charge for such work at the following additional rates:

- | | |
|--|----------------------------------|
| (a) Between 5 p.m. & midnight (Sundays excepted) | } As per the rates given below:- |
| (b) " midnight & 7 a.m. (Sundays excepted) | |
| (c) " 12 noon & 5 p.m. on Saturdays | |
| (d) " Saturday midnight and Sunday midnight and on gazetted public holidays. | |
| (e) During the daily dinner hour. | |

<u>Staff Grade</u>	<u>Additional per hour or part thereof</u>
Native Coolies	25 cents each.
Native Headmen	50 cents each.
<u>Tally Clerks</u>	
Grade 1	Shs. 2/75 each.
Grade 2	Shs. 1/50 each
<u>Walis</u>	50 cents each.
Carpenters	50 cents each.
Sewing men	50 cents each.
European Foremen	Shs. 5/- each.

(B) In the case of cargo handled by the Contractor's lighters:- (including cargo handled at M. Baraki):-

(1) Imports

For lighterage from ship to shore, discharging from lighter into transit sheds, on to stacking grounds or any places within the Customs enclosure directed by the Administration; or direct into railway trucks, or to cool storage, including tallying

Per Bill of Lading ton.
Shs. 6/50

(11) Exports

For conveying from transit sheds or stacking grounds, or direct from railway trucks, or cool storage, or any places within the Customs enclosure, to lighters, loading therein, and conveying alongside ship, including tallying

Per Bill of Lading ton.

Class 1 Cargo (Existing Exports Classification as per attached Schedule).	Shs. 6/00
Class 2 Cargo " " "	Shs. 5/-
Class 3 Cargo " " "	Shs. 4/50
Ivory (C £100 per B.L. ton)	Shs. 7/50 per cent.

The Administration shall receive from the foregoing Export rates the sum of Shs. 1/50 per Bill of Lading ton when the cargo is craned and Cents 100 when it is manhandled.

(11) Overtime Clause A (ii) shall apply

(C) In the cases of both ships alongside the deepwater quay and conveyance by the Contractor's lighters:-

(1) Transshipment Cargo

Per Bill of Lading ton.

For handling transshipment cargo, In and Out, whether in the case of ships lying alongside the deepwater quay or whether landed and re-shipped per lighter..... Shs. 5/50

(ii) Livestock

Imported and Exported:-

(a) for shore handling, whether in the case of ships alongside the deepwater quay, or lightered:

Dogs, Pigs, Goats, Sheep and other small animals..... Shs. 2/- each

Camels, Horses, Mules and Donkeys Shs. 10/- each

(b) Animals in crates handled at deepwater quay (including re-shipment of crates) Shs. 2/75 per Bill of Lading ton.

Animals in crates handled per lighter (including re-shipment of crates) Shs. 8/- per Bill of Lading ton.

(iii) Passengers' Baggage:-

(except that carried in the hand)

For shore handling Cents .15 per package.

6.

The Contractor shall be responsible for the whole operation, from the time, in the case of import traffic, when he receives cargo from stevedore's tackle until he delivers it to the consignee or his agent, or to the railway staff to load it into railway trucks; and, in the case of export cargo, from the time he takes cargo from transit sheds, stacking grounds, any places within the Customs enclosure, or cool storage, until such cargo is delivered into ships' slings and slung into a ship's holds. The Contractor shall be liable to indemnify the Administration against any claims for the loss of or damage to cargo, including all costs as between attorney and client, and expenses to which the Administration may have been put in investigating or contesting any such claim occurring while cargo is under the control of the Contractor, unless such loss or damage occurred through structural defects of the sheds, quays, cranes or other power-operated mechanical appliances of the Administration, or through the mis-handling of such cranes and appliances by the staff of the Administration. It is understood that the Contractor shall be consulted in each case before any legal action is taken.

9.

The Contractor shall take all necessary precautions to protect the property of the Administration, the workmen and other parties and members of the public from injury, to the satisfaction of the Port Manager, and the Contractor shall be liable to the Administration and/or any other person or persons affected for all damages of whatever kind which may result from his operations in the carrying out of the contract work, whether directly or indirectly, or whether through his own fault or negligence, or the fault or negligence of his servants, agents, or sub-contractors; or whether such damage arises through accident, or in any other way whatsoever, and he shall be liable to the Administration for all claims, which may be preferred against it in respect of such damage, and whether preferred under the Common Law or any Law relating to Workmen's Compensation or other law now or hereafter in force in the Colony and Protectorate of Kenya, as well as against all costs incurred by the Administration, including those of Appeal and those between attorney and client.

10.

All claims preferred or enforced against the Contractor or the Administration for any damages or compensation herein referred to, for which in the opinion of the Port Manager, the Contractor is liable, shall be deducted from moneys due or to become due to the Contractor, or from any sum realised from the sale of the Contractor's plant, provided that the Contractor shall have the right to appeal to the High Commissioner for Transport against any such decision of the Port Manager.

10.

The Contractor shall abide by any settlement of any such claim effected by the Administration or by any decision to defend or satisfy any such claim in all respects as if such settlement had been effected or such decision come to by himself, and shall also pay such sums, interest, or costs paid by the Administration in respect of any such claim or demands, and also all costs and expenses to which the Administration may have been put in investigating or contesting any such claim or demand, failing which payments by the Contractor the Administration may, at the cost of the Contractor, pay any such claims, demands, costs, expenses, and deduct such payments from moneys due or to become due to the Contractor from any source whatsoever, without prejudice to the obligations of the Contractor to indemnify the Administration.

under the conditions of this agreement, or the rights of the Administration to determine this agreement, provided the Contractor shall have the right to appeal to the High Commissioner for Transport against any such decision of the Administration.

11. (a) The Contractor shall shore-handle all cargoes as herein defined arriving under the Administration's control at Mombasa, and included in this agreement on and after the first day of July, 1927.
- (b) Cargo which is the property of the Governments of the Colony and Protectorate of Kenya or the Protectorate of Uganda, or of the Administration, and which arrives in small consignments together with other general cargo, will be shore-handled at the rates specified in Clause 6 of this agreement, provided that such cargo, if rails, sleepers, or structural steel work, shall be charged for at a ~~10%~~ ^{12 1/2%} reduction on these rates.
12. The Contractor shall cause to be collected daily all rubbish and refuse from the floors of the transit sheds by labour employed by him. All such rubbish and refuse shall be removed by the Contractor's labour to the incinerator.
13. The Administration may require the Contractor to provide two sureties, satisfactory to the Administration, for the due fulfilment of this Agreement, who shall be bound each in the sum of Shs. 20,000 or otherwise provide approved cash security for the amount. The Contractor undertakes to advise the Administration in the event of insolvency of the sureties or either of them and in the case the Administration shall at any time after execution of the Surety Bond notify to the Contractor its disapproval of a surety or sureties, the Contractor shall provide another satisfactory surety or sureties.
14. The Contractor shall not without the written consent of the Administration assign this agreement or sublet any portion of the works described herein.
15. The Agreement shall have force and effect from July 1st 1927, and shall continue in force for a period of nine years and shall be terminable thereafter by either party thereto giving to the other party at any time twelve months' previous notice in writing of his intention; provided that the payments to the Contractor agreed to herein shall be subject to review at the end of every three years when, in the event of a revision being desired by either party to this Agreement, such revision shall be brought about by mutual consent, if possible, otherwise the matter to be submitted to arbitration in the manner provided for in Clause 27 of this Agreement.
16. The Contractor shall conform in all respects to the provisions of any Ordinance or Regulations in force in the Colony & Protectorate of Kenya applicable to the harbour, the employment of natives, or otherwise.
17. (a) The term "cargo" shall mean and include, (under the rates and charges already specified), all general cargo, goods, mails, and ivory, also passengers' movable property of any description and baggage, and shall include animals and birds, whether alive or dead. It shall not include oils in bulk, nor coal, coke, patent fuel or minerals in bulk, or soda shipped at the Magadi Soda Company's jetty.

(b) The term "plant" shall include all ropes, slings, nets, trays, and other tackle, and all hand trucks necessary for carrying out the contract work, but shall not include sheds, tarpaulins and dunnage for use ashore, cranes, and other power-operated mechanical appliances, weighbridges or weighing scales, locomotives and railway rolling stock, which shall be provided free of charge by the Administration.

(c) "Port of Mombasa" shall mean and include Kilindini Harbour, comprising M'Baraki and Mombasa Old Port.

(d) "Mombasa Old Port" shall mean the old port of Mombasa situated to the East of Mombasa Island.

(e) ~~Other~~ traffic at Mombasa Old Port, will continue to be handled by the crews of the dhows and the employees of the importers and exporters, as at the present time.

18.

The Contractor shall reside at or near Mombasa himself, or shall at his own costs employ a competent and duly authorised agent to reside there, to represent him and to have on his behalf the management of the contract work, and shall maintain at his own expense, the office at Kilindini Harbour which has been previously maintained by the present African Wharfage Company, and shall also employ as many competent and responsible inspectors, foremen, workmen and labourers as may be necessary for the purposes of the contract work, and shall employ all clerical and supervisory staff necessary to keep tallies and checks, in detail, of all cargo handled. All such tallies, checks and accounts, statements and receipts shall be kept in a manner approved by the Administration and, if required to do so, on forms provided by the Administration. The Contractor shall provide such accommodation, food and clothing for native employees under contract to him, as may be ordered by Government from time to time.

19.

If the Port Manager shall, at any time, consider any person employed by the Contractor to be inefficient, negligent, disrespectful, abusive, or objectionable, or if the Port Manager shall consider the number of workmen, or the amount and character of the plant, then employed by the Contractor, in or upon the contract work, to be insufficient or unsuitable or that the work is not being executed with due diligence or despatch, then in any such case the Port Manager may give notice in writing to the Contractor, requiring him within a specified time to remove or dismiss any such inefficient, negligent, disrespectful, or objectionable person, and to remove any unsuitable men or plant, and to appoint in lieu of such person, respectively, other fit and proper persons and, to employ other workmen, and to provide other plant, either until the termination of the contract or for a limited period, as the Port Manager may think necessary and shall by such notice require. In the case of the Port Manager being of the opinion that insufficient staff are being employed by the Contractor, or insufficient hours worked by him, it shall be sufficient for him to require verbally such staff to be augmented, confirming such verbal request in writing should the Contractor so desire. Any such notices shall not be considered or taken as in any way relieving the Contractor from his responsibilities under this agreement, provided that the Contractor shall have the right to appeal to the High Commissioner for Transport against any such notice given by the Port Manager.

20. All notices to the Contractor shall be in writing, except as above provided, and shall be considered served if left with the Contractor or his agent, or, in his absence, at his office situated at the Harbour. The Contractor shall not communicate with the Administration except through the Port Manager on any matter referring to this Contract.

21. (a) The Contractor shall, on demand, furnish from time to time such returns as may be required by the Port Manager, of the number and description of the agents, inspectors, clerks, foremen, and workmen, and of the unskilled labour and plant provided for the purpose of this agreement, and shall produce such returns or vouchers for and in respect of the same as the Port Manager may require.

(b) The Contractor shall also furnish the Port Manager such statistical figures of tonnages handled, and of the times and staff employed and required in handling them, as he may require for the purpose of preparing the periodical statistics of the Port.

22. The Contractor shall take all requisite precautions and appoint such persons as may be necessary for the prevention of misconduct amongst the labourers or others employed upon the contract work, and for the preservation of peace and protection of property in the Port Area.

23. Should the Contractor fail to fulfil any condition of this Agreement, or to pay his servants, workmen or unskilled labourers, or any of them, their salaries or wages within seven days of the time when such salaries or wages become due; or have any judgment given against him which he has failed to satisfy or pay for a period of seventy-two hours after such judgment was given; or become insolvent; or should he prove inefficient or negligent, or fail to execute the contract work with due diligence or despatch, or should he be guilty of insolent or objectionable conduct, or of using profane or offensive language towards any of the Administration's staff; or should he fail to comply with any notice given under Clause 19 hereof; the Port Manager may, at his discretion, either (a) assume full control and possession of the whole or any part of the contract work and plant, and of the Contractor's servants, workmen, and unskilled labourers, or any of them (without assuming any responsibility for arrears of salaries or wages or any contracts of personal service) and on the account and at the cost and risk of the Contractor, or may continue and complete the contract work; or (b) remove and dismiss any or all of the Contractor's agents, inspectors, clerks, foremen, workmen, and unskilled labourers, and engage other agents, inspectors, clerks, foremen, workmen, and unskilled labourers and pay them such salaries and wages as he, the Port Manager, may deem fit; and the Port Manager may remove and dispose of any or all of the Contractor's plant, and purchase such other plant at such prices as he may deem fit; and all such salaries, wages and prices, and all expenses incurred by the Port Manager in this connection, shall be borne by and be recoverable from the Contractor, who shall refund the same to the Administration upon demand, or the amount thereof may be retained or deducted from any moneys whatsoever then or thereafter becoming due to the Contractor from the Administration under this agreement without prejudice to the right of the Administration to recover by ordinary legal process any balance still remaining due from the Contractor

to the Administration; or (c) the Port Manager may, by written notice, dismiss and discharge the Contractor from further execution of the contract work, and may thereafter employ some other person or persons to complete the said work at the risk and cost of the Contractor, and without the interference or intervention in any way of the Contractor, and in such case the Port Manager may, either with or without offering to tender, let out the said work to another person without being obliged in any way to consult the Contractor, provided that the Contractor shall have the right to appeal to the High Commissioner for Transport against any such decisions of the Port Manager.

24. All plant brought to the Harbour by the Contractor, or by any sub-contractor, shall, whether it is marked with the Contractor's name or any other person's name, immediately become the absolute property of the Administration, and the dominium therein shall be deemed to have passed completely from the Contractor or Sub-contractor to the Administration, but the Contractor shall have a license to use the same on the contract work in the execution of the said work and shall maintain the same in proper working condition until the termination or forfeiture of this agreement. Upon the termination of this agreement, otherwise than by forfeiture as herein provided, the dominium and property in such plant shall, subject to the exercise by the Administration of its rights of purchase under this clause, revert to the Contractor. The Administration shall not be responsible for any loss, destruction or damage which may happen to such plant from any cause whatever. The Contractor shall not bring into the harbours or upon the wharves any plant not required for carrying out the contract work. The Administration shall have the right of keeping permanently after the termination of this agreement all or any part of the said plant, provided the Administration shall pay to the Contractor such price as may be fixed by two impartial valuers, one valuer being chosen by each party hereto, and in the event of a dispute the valuers so chosen may themselves select a third, and the value assessed by such valuers or the majority of them shall be the price; and for the purpose of fixing such price the Contractor shall produce to them when called upon to do so such evidence of original cost as may be required, provided that the Contractor shall have the right to appeal to the High Commissioner for Transport against any such decision of the Administration.

25. If within forty-eight hours after payment becomes due, the Contractor, or any of his sub-contractors fails to pay his servants, workmen, or unskilled labourers or any of them, for work done under this agreement, the Port Manager, may, at his discretion, pay the said servants, workmen, and unskilled labourers and deduct the amount of such payments from amounts due or to become due to the Contractor, or if he thinks fit, the Port Manager may withhold payments to the Contractor to allow of legal proceedings being taken by the Contractor's or his sub-contractors' servants, workmen, and unskilled labourers. In the event of the cancellation of this agreement under Clause 2) hereof, from any cause whatsoever, the Port Manager may, at his discretion, pay any salaries and wages due to the servants of the Contractor, or any of his sub-contractors' workmen and unskilled labourers, out of any sums which may be realised by the sale of the plant, or out of any sums payable or that may become payable to the Contractor or to become due under this agreement.

The conditions of this clause shall, however, not impose any obligation upon the Port Manager to make any such payments; provided that the Contractor shall have the right to appeal to the High Commissioner for Transport against any such decision of the Port Manager.

26. All payments of such sums as shall be due to the Contractor for performing the contract work shall be made monthly after the submission by the Contractor of cargo returns for the month, in a form approved by the Port Manager, and subject to the production of such tallies and receipts for cargo handled as may be required by the Port Manager, and subject to any method of checking which the Port Manager may institute.

27. If any dispute shall arise between the Administration and the Contractor as to anything contained in or incidental to this agreement, every such dispute shall, at the instance of either party, be referred to arbitration, and unless the Administration and the Contractor concur in the appointment of a single arbitrator, the reference shall be to two arbitrators, and every such reference shall be deemed a submission within the meaning of the Arbitration Ordinance 1913 and any Ordinance in amendment thereof or in substitution thereof, and shall be subject to the provisions of such Ordinance.

28. (a) The Administration and the Contractor agree that the total consolidated charges to be collected from the public in respect of all Imports and Exports at the Port of Mombasa shall be at all times framed and brought into effect by the Administration and that no increase or decrease may be made in these charges without the sanction of the Administration.

(b) The Administration and the Contractor further agree that, until notified otherwise, the total landing and shipping charges collected from the public by the Shipping Companies serving the Port of Mombasa shall be as follows, whether the cargoes are handled to or from ships lying alongside the deepwater quay or by lighterage: Overtime extras as per Clause 6(111) :-

On Imports covered by this Agreement ... Shs. 10/50

On Exports covered by this Agreement:-

Class 1 Cargo	Shs. 6/-
Class 2 Cargo	Shs. 5/-
Class 3 Cargo	Shs. 4/50
Ivory (at £100 per B.L. Ton)	Shs. 7/50 per cent.

On all Heavy Lifts:-

Above 3 tons but not exceeding 5 tons	Shs. 13/20
Five tons but not exceeding 10 tons	Shs. 15/20
Above 10 tons	Shs. 18/40

NOTE: In the case of cargo conveyed by lighter between the Kilindini Harbour and Mombasa Old Port, the additional sum of Shs. 1/- per Bill of Lading ton will be charged for such lighterage in the case of exports, and Shs. 2/- in the case of imports.

On Transhipment Cargo:-

In and Out, irrespective of how dealt with

Per Bill of Lading ton

Shs. 7/50

On Livestock:-

Whether in the case of ships alongside the deepwater quay or lightered:-

Dogs, Pigs, Goats, Sheep & other small animals ..

Shs. 3/- each.

Camels, Horses, Mules & Donkeys ..

Shs. 15/- each.

Animals in crates

Shs. 10/50 per B.ofL. ton.

On Passengers' Baggage:-

(except that carried in the hand)

For shore-handling

Cents .25 per package.

The balance in each case, after the shorehandling has been paid for in accordance with the rates laid down in this agreement, to be remitted to the Administration. In the case of combined shore-handling and lighterage, the proportions laid down in this agreement are to be remitted to the Administration.

(c) All rentals for imports and exports standing in the transit sheds, or elsewhere in the port area, shall accrue to the Administration.

Provisionally
 AGREED on behalf of the
 Administration:

C. W. Pulling
Jos. Buckley

Provisionally
 AGREED on behalf of the
 African Wharfrage
 Company and the
 East African
 Lighterage and
 Stevedoring
 Company

W. H. ...
W. H. ...

REVISED EXPORT CLASSIFICATION.

COMMENCING 18TH OCTOBER 1926.

CLASS 1.

CLASS 2.

CLASS 3.

Butter.
Bacon.
Coffee.
Cotton.
Chillies.
Case goods.
Cool Chamber Produce.
Cheese.
Cream.
Flour.
Flax.
General Cargo.
Gum.
Hides.
Milk.
Motor Cars and Spares.
Rubber.
Skins.
Sugar.
Sisal.
Tow.
Trophies.
Wool.
Wax.
Wattle Extract.
Leather.

Copra
Cedar Slate
Ground Nuts
Linseed
Simsin
Sisal Tow
Timber
Castor Seeds
Sunflower Seed
Sisal Waste
Beans
Bran
Maize Meal
Potatoes
Soda
Wattle Bark
Ghee
Bark
Barley
Peas
Wheat
Keiselghur.

Cotton Seed
Maize

The Editors

Herewith a note of
 Monday's discussion with Lord
 Incheape. I sent a copy to the
 Editor of the *W.S.* alterations
 embodying his suggestions. Will you
 please show to Sir J. Wilson &
 I presume the Prof. should see
 before ^{a copy goes} ~~showing~~ to Lord Incheape?
 The note does not I think belong
 to the *Starbaker*!

J.N. Keble
 27/3/29

Daff.

May a copy of the attached
 go to Lord Incheape?

J.N. Keble

23.3.29

JN

PORT OF KILINDINI

Note of discussion in the Secretary of State's
Room on Monday, 21st March, 1927.

1. Handling (including Mbaraki)

The Secretary of State expressed himself as favourable to the idea of a combined contract covering the shore work and the lighterage, and involving only a single ^{tally} receipt. Such an arrangement offered obvious advantages, but, in view of the lower tenders for the shore work received from other parties, it was essential, in order to meet possible criticism, that any combined tender should include a substantially lower price for the shore work than that in the tender already made for that work. It was also important that the arrangement should cover the case of Mbaraki in order to remove the difficulties connected with the lease of that property.

Lord Inchope referred to local proposals to spend a sum of £50,000 on the development of Mbaraki, but he was not disposed to agree to this expenditure. ^{He stated} ~~and would~~ that if a ~~more~~ ^{quicker} satisfactory general arrangement could be made for the Wharfage Companies to do the handling work on ships and afford ^{he would agree to} increasing the surrender of the lease of the property.

Mr. Felling pointed out that it would be very difficult to defend the conclusion of a contract on the prices for the shore work tendered by the Wharfage Companies, and expressed the opinion that the Company should

at least agree to reduce the import figure from 3s.3d. to 2s.9d., and the export figure from 2s.6d. to 1s.6d.

The Secretary of State again emphasised the need for a substantial reduction if the arrangement, on which there appeared to be general agreement in principle, was to be carried through. The details could not be settled at that meeting but should be worked out by the representatives of the Wharfrage Companies and the Government.

2. Control.

The Secretary of State contrasted the position at Mombasa with that at (any) Bombay pointing out that the conditions at the former port do not lend themselves to the expedient of a Port Trust. In the general interests of the port and also for political and financial reasons it was desirable that the ultimate authority for the port should be vested in the High Commissioner for Transport, and that the General Manager should act as his Chief Advisor ^{and representative} in port as well as in railway matters. In order, however, that the interests of the port should not be sacrificed to the traffic requirements of the railway, it was important that the Port Manager should be independent of and in no way subordinate to the Traffic Superintendent, and that he should be effectively advised by a Harbour Advisory Board on which the commercial interests should be fully represented.

The

as far as practicable and subject to the general directions of the General Manager

The Port Manager should conform to the advice of the Board, ^{The} ~~whose~~ ^{of the Board} recommendations should be subject to ^{approval} ~~approval~~ or modification ^{or modification} by the High Commissioner alone.

Sir Edward Grigg considered such an arrangement essential to the efficient working of the port. If the burden of the debt charges on the port were distributed over the whole transport system political difficulties would be largely avoided. If on the other hand the Colony were made responsible for the deficit on the working of the port political interference would be unavoidable. Further, the railway was the only business Department of the Government, and if the port was entirely separated from the railway it would necessarily fall into non-business hands with a consequent loss of efficiency.

apart from the fact that the Harbour Board would take the place of the Inter-Colonial Railway Council

Mr. Pelling explained that the arrangement suggested was in fact similar to the temporary measures at present in force under which he was responsible to the High Commissioner for both the railway and the port; but any intervention on his part as between the Traffic Superintendent and the Port Manager (who were entirely independent of one another) was in practice limited to reconciling any differences that might arise between the two.

Lord Inchcape expressed himself as generally satisfied with the proposals.

3. Term of Contract.

Mr. Pelling suggested a term of three years subject to twelve months

months' notice thereafter, being influenced in his view by the changes which would take place within four years by reason of the increase in the number of deep water berths.

Mr. Sim suggested a term of ten years with the surrender of the lease of Mbaraki; and explained that although the tender of the Wharfrage Companies for the shore work specified a period of five years only it had not contemplated the surrender of the lease.

Mr. Falling thought a contract of ten years at fixed prices would be very difficult to defend in the Legislative Council, and

The Secretary of State thought that the original prices might be regarded as fixed for a much shorter period, say three years, and subject to adjustment thereafter on some basis to be agreed.

Lord Inchope suggested that the original prices should remain in force for five years, after which they should be reconsidered on an agreed basis for revision.

discussed and

It was agreed that the proposals should be worked out in detail by Mr. Sim and Mr. Fruda on behalf of the Companies, and Mr. Falling and Mr. Bulkeley on behalf of the Government.

17, Bishoppgate,
E.D. 12,
28th March, 1927.

X Ref. (EA) 1/23

To the Private Secretary
to
Right Hon'ble L. S. Amery, M.P.,
Secretary of State for Colonies,
Colonial Office,
Downing Street,
S.W.1.

RECEIVED
29 MAR 1927
COL. OFFICE

Dear Sir,

No. 11
I thank you for your letter of 23rd inst. I am herewith
sending you a copy of a letter which I wrote to His Excellency,
The Governor of Kenya, and also a copy of circular regarding
Kilindini port and freight and landing charges for your information.

I am,
Your obedient servant, etc.

President of East African
Indian Congress.

amjwaj

Encs. 2.

SUPP.

124

24th March, 1927.

Governor of Kenya,
16, Great College Street,
Westminster,
S.W.1.

Your Excellency,

I have been instructed by the Congress and they have given me a Memorandum to be submitted to the Colonial Office and a copy to be forwarded to you. I also received a telegram asking me to take the deputation to the Secretary of State for India and Colonies with Colonel Wedgwood, Sir Robert Hamilton, Mr Udani and Major Graham Pole and I think Col. Wedgwood is arranging this. Also I am here on behalf of the Indian community regarding the Kilindini ports. I have asked for an interview with the Secretary of State for the Colonies and I enclose a copy of his reply for your information. I shall be very pleased to see you when you think it convenient to your good self.

Also, I am enclosing a copy of an article which I have forwarded to the enclosed list of papers, Chambers of Commerce, and East African Board.

I remain,
Your obedient servant,
Sgd. A. H. Ueevanjee.

I shall be much obliged to the Trading public of this country who are interest in trade with the British East African Colonies comprising of Kenya, Uganda, Tanganyika and Zanzibar to inquire in their own interest into the question of freight and landing charges charged by the Conference Shipping Companies to these African ports. The freight is double the rates than those charged for the British Indian ports, i.e. Bombay, Karachi, Colombo, and Calcutta, while distances in both cases via Suez Canal is exactly the same and more to Colombo and Calcutta. Besides such high rates of freight charged there is one other course, the landing charge which is collected not only on the delivery of the goods as is the case in other parts of the world, but in advance. This involves the Importers in a great financial loss, who have to lose interest, commission for such amounts paid, with no guarantee of its refund in case of the goods found damaged, destroyed or lost. This has been an hindrance in the development and advancement of industry and trade of that Colony, while the Government and the Trading communities on both sides are working together to develop this new Colony and build up the trade, the Shipping Companies with their high handedness do not appear to provide facilities and give fair treatment. The country's future purely lies on the shipping facilities granted to the Traders. It is time that the public, through their Associations, approach the Government and Chambers of Commerce for the redress of the long outstanding grievances and if the freights are brought down level with the other Indian ports, I am sure the Colonies will benefit and trade will largely be increased. The Government has built charcoaled warehouses at Kilindini and they are also building at Zanzibar and Dar es Salaam ports, which should be built in order to allow the steamers to go alongside as in the case of Kilindini, and if the steamers could not go alongside the wharves at Dar es Salaam and Zanzibar, all the heavy expenses incurred in building these would be a waste of money and would be of no benefit to the public who will be required to pay the same landing charges that they pay now. From 1890 till 1908 the ordinary landing charges have been 4/-d. per ton and now they are 12/6d. These are the questions which require a thorough investigation and sooner these grievances are removed, freight and landing charges reduced, and landing charges collected on the delivery of the goods in ports, the better it would be. The present is the most opportune time as the Governor, Railway and Port Managers of Kenya are here in this country on an official visit to the Colonial office and the public would see that these questions are settled by them.

Schedule of Conference rates.

	Calcutta	Bombay	Karachi	Zanzibar	Dar es Salaam	Kilindini	Tanga.
Cement.	20/-d.W.	30/-d.W.	30/-d.W.	30/-d.W.	30/-d.W.	30/-d.W.	30/-d.W.
Galvanised corrug. sheets.	30/-d.W.	45/-d.W.	30/-d.W.	30/-d.W.	30/-d.W.	30/-d.W.	30/-d.W.
Galvanised plain sheets.	30/-d.W.	45/-d.W.	30/-d.W.	30/-d.W.	30/-d.W.	30/-d.W.	30/-d.W.
Steel Bars.	22/6d.W.	30/-d.W.	22/6d.W.	22/6d.W.	22/6d.W.	22/6d.W.	22/6d.W.
Steel Plates.	22/6d.W.	30/-d.W.	22/6d.W.	22/6d.W.	22/6d.W.	22/6d.W.	22/6d.W.
Window Glass.	25/-d.W.	35/-d.W.	25/-d.W.	25/-d.W.	25/-d.W.	25/-d.W.	25/-d.W.
Plate Glass	45/-d.W.	100/-d.W.	45/-d.W.	45/-d.W.	45/-d.W.	45/-d.W.	45/-d.W.
Labg. Oil in drums.		4d per gallon.					
Hardware.	45/-d.W.	do	45/-d.W.	45/-d.W.	45/-d.W.	45/-d.W.	45/-d.W.
Common Chinaware.	37/6d.W/H.	65/-d.W/H.	37/6d.W/H.	37/6d.W/H.	37/6d.W/H.	37/6d.W/H.	37/6d.W/H.
Cruc.	40/-d.W/H.	87/6d. "	40/-d.W/H.	40/-d.W/H.	40/-d.W/H.	40/-d.W/H.	40/-d.W/H.
Hurricane lanterns.	32/6d.W.	65/-d. "	32/6d.W.	32/6d.W.	32/6d.W.	32/6d.W.	32/6d.W.
Piece goods.	60/-d.W/H.	100/-d.W.	60/-d.W/H.	60/-d.W/H.	60/-d.W/H.	60/-d.W/H.	60/-d.W/H.
Basic slag.	22/6d.W.	40/-d.W.	22/6d.W.	22/6d.W.	22/6d.W.	22/6d.W.	22/6d.W.
Kainit.	22/6d.W.	40/-d.W.	22/6d.W.	22/6d.W.	22/6d.W.	22/6d.W.	22/6d.W.
Extra Kainit.	22/6d.W.	40/-d.W.	22/6d.W.	22/6d.W.	22/6d.W.	22/6d.W.	22/6d.W.
Hurrite of Potash.	22/6d.W.	55/-d.W.	22/6d.W.	22/6d.W.	22/6d.W.	22/6d.W.	22/6d.W.

126
11/

*Ans.
no. 12*

23rd March, 1927

Dear Sir,

With reference to your letter of the 14th March and to your later letter undated, in which you ask for an interview with the Secretary of State for the Colonies regarding Kitiindai, I write to say that your request should have been submitted through the Governor of Kenya.

In view of the fact that the Governor of Kenya is now in London staying at 18 Great College Street, Westminster, S.W.1, I write to suggest that you should place yourself in communication with him regarding your desire to have an interview with the Secretary of State.

I would suggest that, in communicating with Sir Edward Grigg, you should furnish him with evidence to substantiate your statement that you are acting as a representative of the Indian Community in British East Africa.

Yours very truly,

(sd) A. Edgecombe

A. N. Jeevanjee, Esq.

22nd March, 1927

Dear Private Secretary,

Mr. Amery received about a week ago from Mr. A.K. Jeevanjee a letter asking him to see him as representative of the Indian Community in British East Africa, on the subject of Kilindini port.

Mr. Jeevanjee has now renewed his request, asking for a very early reply.

The view of the Department upon such information as they at present possess is that Mr. Jeevanjee has no right to claim that he represents anybody but himself and that the Secretary of State should see him only if Sir Edward Grigg considers this advisable on political grounds; in such case the interview should be in the presence of Sir Edward Grigg.

I wonder whether you would be so good as to ascertain Sir Edward's views as early as possible and let me have a reply by telephone (Victoria 8840).

Yours very truly,

The Private Secretary to Sir Edward Grigg.

To the Private Secretary,
to
Right Hon'ble L. S. Amery M.P.,
Secretary of State for Colonies,
Colonial Office,
Downing Street,
S.W. 1.

Sir,

Referring to my letter of the 14th inst. I am sorry that
up till now I have no acknowledgement from you regarding my
appointment with the Right Hon'ble Secretary of State for
Colonies. Kindly see and let me know as early as possible.

I am,
Your obedient servant,
Amery

Jeevanjee

From - A.M. Jeevaraj

57, Chandragata,
T. 0. 2.
14th March, 1927.

30

To The Private Secretary,
to
Right Hon'ble Sir L.S. Amery, M.P.,
Secretary of State for Colonies,
Colonial Office,
Downing Street,
S.W.1.

RECEIVED
15 MAR 1927
COL. OFFICE

Sir,

As a representative of the Indian Community of British East Africa may I request you to be good enough to arrange for an interview with the Colonial Secretary to discuss the subject of Kilindini Port and let me know the convenient time and date.

Thanking you in anticipation,

I am,
Your obedient servant,

A.M. Jeevaraj

RECEIVED
15 MAR 1927
COL. OFFICE



IMPERIAL SHIPPING COMMITTEE

REPORT

ON THE

Control and Working

OF

Mombasa (Kilindini) Harbour
Kenya Colony.

*Presented to Parliament by
Command of His Majesty.*

LONDON:

PRINTED & PUBLISHED BY HIS MAJESTY'S STATIONERY OFFICE.

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1926

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CONTENTS

	Page.
LIST OF MEMBERS OF THE IMPERIAL SHIPPING COMMITTEE AND TERMS OF REFERENCE	4
LIST OF REPORTS OF THE COMMITTEE	5
REPORT	6

[*Note.*—The expenses of the Committee in conducting the whole enquiry into cattle freights were £12 5s. 4d. The estimated cost of printing and publishing the Report is £14 1s. 6d.]

132

REPORT

ON THE
CONTROL AND WORKING

OF

MOMBASA (KILINDINI) HARBOUR
KENYA COLONY.

To the RIGHT HONOURABLE L. C. M. S. AMERY, M.P.
Secretary of State for the Colonies.

155

5

LIST OF MEMBERS
OF THE
IMPERIAL SHIPPING COMMITTEE.

- The Rt. Hon. Sir HALFORD MACKINNON, P.C. (*Chairman*).
- Sir H. LLEWELLYN SMITH, G.C.B., United Kingdom.
- Hon. PETER C. LARKIN, Canada.
- Mr. E. A. EVA, Australia.
- Col. The Hon. Sir JAMES ALLEN, G.C.M.G., K.C.B., New Zealand.
- Mr. G. BOWDEN, M.C., South Africa.
- Mr. VICTOR GORDON, C.M.G., Newfoundland.
- Sir ANIL CHANDRA CHATTERJEE, K.C.L.E., India.
- Sir GILBERT GRINDLE, K.C.M.G., C.B., Colonies and Protectorates.
- Sir KENNETH ANDERSON, Bart., K.C.M.G.
- Sir ERNEST GLOVEE, Bart.
- Mr. W. L. HICHENS.
- Mr. KENNETH LEE.
- Mr. JAMES W. MURRAY.
- Mr. R. D. FENNELLY (*Secretary*).

being persons experienced in shipping and commerce.

TERMS OF REFERENCE.

(i) To enquire into complaints from persons and bodies interested with regard to ocean freights, facilities and conditions in the inter-Imperial trade or questions of a similar nature referred to them by any of the nominating authorities, and to report their conclusions to the Governments concerned.

(ii) To survey the facilities for maritime transport on such routes as appear to them to be necessary for trade within the Empire and to make recommendations to the proper authority for the co-ordination and improvement of such facilities with regard to the type, size and speed of ships, depth of water in docks and channels, construction of harbour works and similar matters.

LIST OF REPORTS.

The Imperial Shipping Committee have already made the following Reports:—

- (1) On the Limitation of Shipowners' Liability by Clauses in Bills of Lading and on certain other matters relating to Bills of Lading (Cmd. 1486).
- (2) On the Functions and Constitution of a Permanent Imperial Body for Shipping Questions (Cmd. 1488).
- (3) On the Deferred Rebate System as obtaining in the trade between the United Kingdom and Australia [Interim Report] (Cmd. 1486).
- (4) On Rates of Freight in the New Zealand Trade (Cmd. 1684).
- (5) On the Deferred Rebate System [Final Report] (Cmd. 1692).
- (6) On the Work of the Imperial Shipping Committee, 1920 to 1922 (Cmd. 1872).
- (7) On the Economic Size and Speed of Vessels for the Australian Trade and on the Subsidies necessary to maintain Speeds in excess of the Economic Speed (Cmd. 1917).
- (8) On the Methods of Assessment of Shipping to Income Tax within the Empire (Cmd. 1979).
- (9) On the Prospective Size of Vessels in the Eastern and Australian Trades via Suez, in relation to Proposals for the Deepening of Colombo Harbour (Cmd. 2260).
- (10) On Canadian Marine Insurance Rates [Interim Report] (Cmd. 2249).
- (11) On Rates of Freight on Canadian Flour in the North Atlantic [Interim Report] (Cmd. 2248).
- (12) On East African Shipping Services [Interim Report].
- (13) On Canadian Marine Insurance Rates [Second Report] (Cmd. 2447).
- (14) On certain Aspects of the Canadian Cattle Trade (Cmd. 2609).
- (15) On Prai River Railway Wharves (Penang Harbour) with certain Observations on the relation of Ocean Traffic to the Development of New Ports (Cmd. 2708).
- (16) On the Work of the Imperial Shipping Committee, January, 1923 to May, 1928 (Cmd. 2706).

-6-

REPORT.

We, the Imperial Shipping Committee, acting under the second part of our Terms of Reference, have had under consideration the control and working of the harbours of Kilindini and Mombasa.

We now beg leave to present our Report on this subject to the Secretary of State for the Colonies. Copies are also being sent to the various Governments of the Empire since the Report raises questions of general interest, especially when read in conjunction with the Report which we have recently made on Prai River Railway Wharves (Pandaig Harbour).

1. The question was brought before us by the Secretary of State for the Colonies, in a letter dated the 29th March, 1926, covering a copy of the Report of the Commission appointed by the Governor of Kenya to inquire into the control and working of the ports of Kilindini and Mombasa, and asking us for our observations on this Report.

2. We have heard evidence from the following witnesses :-

Hon. E. B. Denham, C.M.G., Colonial Secretary of Kenya.
The Lord Delameré, Member of Executive Council of Kenya, and Chairman of the elected Members of that Council.

Sir Humphrey Leggett } of the East African Outward Shippers' Committee.
Mr. J. M. Parker }

Mr. E. B. Abbott, Union Castle Line } representing the East African Steam Conference.
Mr. Alastair Cameron, British India Line }
Mr. Thomas Barr, Clan Line }

Sir Sydney Henn, K.B.E., M.P.

Sir Trevorlyn Wynne, K.C.S.I., K.C.L.E.

3. We have had before us a memorandum which has been presented by the Joint East African Board to the Secretary of State for the Colonies. A written statement was also obtained from Mr. T. B. Davis, of the East African Lighterage and Stevedoring Company, Limited.

4. The Hon. E. B. Denham, Colonial Secretary of Kenya, who was Chairman of the Commission, was present during our examination of most of these witnesses. We are much indebted to him for his assistance in this matter.

PRESENT CONTROL AND WORKING OF THE PORT.

5. We propose to follow the Commission's recommendation and refer to the combined port of Kilindini and Mombasa as "Mombasa." Hitherto Mombasa has been worked as a lighter-

154

7

age port. The whole of the floating plant used in connection with the landing and shipping of cargo is the property of two lighterage companies, namely, the African Wharfrage Company and the East African Lighterage Company. The activities of these companies are not, however, confined to lighterage, but embrace the handling of the goods ashore up to the point of their delivery to the consignee or his agents in the case of imports, and from the point of their receipt in the case of exports. But the railway administration is responsible for working the cranes and for any necessary shunting operations. The wharves belong to the Government, although the wharf at Mbaraki is at present leased to the African Wharfrage Company. The lighterage companies are employed by the shipping companies to conduct all the work both afloat and ashore.

6. The Commission in their Report state that the unusually rapid development of the country has had the effect of outstripping the somewhat primitive system of control hitherto operating at the port. Up to the present the Port and Marine Department has controlled port activities afloat and the Railway Department has normally exercised the functions of a controlling authority ashore, but no well-defined policy, either in regard to port finance or control, has been adopted. As a result there is a marked lack of co-ordination between the various services concerned and the rapid growth of the port has emphasised the weakness of the position. The Commission add that the difficulties consequent upon the absence of a central controlling authority have been impressed upon the Commission in almost every direction, particularly as regards future development, port finance, supervision, general control and the actual method of handling goods dealt with at the port.

Further, they state "that the congestion which undoubtedly exists, especially at the import sheds and on the stacking ground, is due principally to lack of sufficient shed and stacking ground space, inadequate wharf, crane and other shore facilities, and to the lack of co-ordination between, and continuity of, the various operations." This has led to the utilisation of a large portion of the lighterage plant for storage purposes, and the lighterage companies have been forced to work under constant and grave disabilities. To remedy this state of affairs, the Government decided to embark upon the construction of deep-water berths, the first two of which are nearing completion.

7. The necessity for the constitution of a proper port authority with definite powers when the new deep-water berths came into use led to the appointment by the Governor of Kenya of the Port Commission of Inquiry in October, 1925. Their report which was presented in December of the same year, is unanimous, and is of a detailed character. Many of the questions discussed have regard to local matters such as quarantine and police control, which fall outside the scope of our inquiry.

8
THE RECOMMENDATIONS OF THE COMMISSION.

8. *Control of the Port.*—The Commission go fully into the question of the best authority to control the port, and after investigating control by Port Trust, by Harbour Board, by Government direct, and by Government railway, they show a tendency in favour of administration by the railway. But the railway administration is inter-colonial and responsible to an Inter-Colonial Railway Council, since the railway is the property of both Kenya and Uganda. Mombasa, on the other hand, is the largest town in Kenya, and with its harbour constitutes one of the principal assets of the Colony. The Commission therefore consider that the final authority for the port should be the Government of Kenya. Having this difficulty in view, they recommend that the harbour should be placed under the control of the General Manager of Railways with the assistance of a Harbour Advisory Board, but that in his capacity as controller of the harbour the General Manager should be responsible not to the Inter-Colonial Railway Council, but to the Government of Kenya. He is to have under him a Port Manager who will attend the meetings of the Harbour Advisory Board without vote, and the functions of control are to include the management and upkeep of all harbour works; the landing, shipping and transshipping of cargo; the storage of goods in warehouses; and the construction of such new works as may be authorised. The advantages claimed for this system of control are that all harbour activities will be centralised under one head and the closest co-ordination between railway and harbour working established. The harbour accounts would be kept distinct from those of the railway, and the estimates for the harbour would be separately presented to the Legislative Council of Kenya. Definite separation of harbour from railway finance would enable the rates for transportation over the railway to be fixed on a proper basis. Moreover, the way is left open either for the establishment of a Port Trust, or for the definite absorption of the harbour into the railway organisation at some future date.

9. *Harbour Advisory Board.*—The Board proposed by the Commission is to consist of eight members, namely, the Commissioner of Customs of Kenya and Uganda, who will act as Chairman, two representatives of shipowning interests to be nominated by the Kenya Government, two members nominated by the Mombasa Chamber of Commerce and one by the Association of East African Chambers of Commerce (these three members not to be connected, directly or indirectly, with shipping), and two members nominated by the Uganda Government, one of whom is to be resident in Mombasa. It is provided that on all important matters, such as alteration of dues, estimates of expenditure, Government bills before submission to the Legislative Council of Kenya, substantial changes in the organisation of the harbour staff and all question of general policy, the General Manager must consult the Advisory Board.

135
9
10. *Control of Lighterage and Landing Work.*—The Commission recommend that "the Harbour Department invite tenders for the performance, under contract, of the whole of the lighterage work of the port and the whole of the handling work on the wharves and in the sheds." The chief reason given by the Commission for thus taking over control of the lighterage is that the charges on goods should be the same whether cargo be landed or shipped by lighters or at deep-water berths. In their opinion this renders it necessary that all charges should be fixed and collected by the Port Authority.

11. *Future Development.*—The Commission are not prepared to make any definite recommendations as to the number of deep-water berths which should ultimately be constructed, but consider that berths 3 and 4, for which some preparation has been made, should be proceeded with as rapidly as possible. The response of trade to the increased facilities offered is to be watched in order that further construction may be undertaken when justified.

12. *Dues and Charges.*—The Commission recommend that the revenue raised at the port shall be sufficient for the expenses of working and maintenance, including interest and sinking fund charges, and that all financial responsibility should rest with the Kenya Government. The capital cost of the deep-water wharves to date is to be transferred from the Railway to the Harbour Department. Apart from the dues on ships, it is proposed that the revenue of the port should be raised by a charge on goods assessed partly on tonnage and partly *ad valorem*.

13. We desire to express our sense of the thorough manner in which the Commission have investigated the question and for the ability with which they have proposed a solution for a problem which is complicated by the inter-colonial ownership of the railway. If, in certain respects, we think it desirable that their scheme should be amended, it is only because we have had available in London information and experience which could not under present circumstances be obtained in East Africa. The opinions formed by the competent men on the spot must obviously be treated with great respect. They know the circumstances and requirements of the producing and commercial communities of East Africa; they understand the working of the railways; and they know the personalities who will have to give effect to whatever plan is adopted. The port is within the territory for which they are responsible and has to be worked in connection with the scheme of internal transport.

THE WORKING OF THE PORT.

14. *The Nature of the Problem.*—In a seaport however, land traffic meets the traffic of the ocean and a port cannot, therefore, be regarded as merely the terminus of a railway or of a system of roads. From the point of view of ocean traffic, ports compete

one with another in attracting as large a share as possible of the attention and services of overseas merchants and shipping. It is true that a port belongs to a certain territory and jurisdiction, but in the interests of the people within that jurisdiction it is advisable that before plans are finally adjusted for the better accommodation of shipping and commerce, due weight should be given to the world view as expressed by outside experience as well as to the local view.

15. The utility of a port presents different aspects to the producer, the railway manager and the shipowner. The producer in the interior looks upon the port as a link in a chain of transport. His desire is that the railway manager and the shipowner may work so smoothly together that the goods may be carried with all speed to their destination in good condition and at the cheapest rate. The railway manager looks upon the port as a terminus and as a storehouse to and from which should be maintained an even flow of traffic making for the efficient use of his rolling-stock. On the other hand, along most ocean routes the shipowner regards a port as one stopping-place amongst others. He desires that accommodation and cargo shall be ready for his ship when it arrives in order that he may get quick despatch and thus economise charges which might otherwise fall on freights.

16. *The Importance of Efficient Working.*—The common aim of all the users of the port, however, is to secure its cheapness and efficiency, and any divergence of opinion between them is as a rule in regard to the technical methods to be adopted to ensure these ends. The duty of the port authority, however so constituted, is to adjust land methods and sea methods so as to obtain the maximum efficiency under the conditions holding at any given time. In a growing country it is practically impossible to secure that the rates of development of railway and port facilities shall always coincide. From time to time, as capital expenditure comes into working, one or other runs ahead in its capacity. When this happens the port authority must make such interim arrangements as may be best under the circumstances.

17. We have, therefore, taken as our starting point in considering the recommendations of the Commission the importance of cheapness and efficiency—not only ultimately but in the meantime—in a port such as Mombasa, which is serving the rapidly developing territory of East Africa. This leads us to consider the practical working of the port, and not in the first place its control, because the criterion of a properly constituted port authority lies in the extent to which it is adapted to meet local circumstances.

18. *The Relative Development of Deep Water Wharves and Lighterage.*—In considering the working of the port of Mombasa

we have come to the conclusion that the essential problem, as in many other ports, lies in the relative development of lighterage and deep water wharves. A sum of £1,300,000 has already been spent in the provision of two deep water berths and the preparation up to a point for two more such berths. It is estimated that berths 3 and 4 can be completed for a further £600,000. The Commission recommend that the port should be self-supporting and if this recommendation be followed, the interest and sinking fund charges on the money already spent must be met out of the revenue of the port. As regards the proposed further expenditure on berths 3 and 4 it is contemplated that the interest and sinking fund should be met for a term of years out of capital but that the trade of the port must ultimately assume the burden. As regards any further extension of the deep water wharves, the Commission, as we have already said, consider that the position should be carefully and constantly watched in order that, should further construction be justified by the increasing trade of the port, which in all probability will be the case, it can be proceeded with in sufficient time to keep abreast of the traffic to be handled.

19. We fully agree with the Commission that it is necessary to look ahead; large sums of money have to be raised and the works themselves take a long time in construction. But at other ports in the world serious mistakes have from time to time been made by the authorities in their estimates of future developments. In a great port such mistakes although serious are of less consequence, because the new works bear but a small proportion to the old. But if a mistake were made at Mombasa and the port were committed to great expenditure which proved to be unnecessary, the effect would be to throw a serious additional burden on the trade of the whole community. It is clear that it is to the interest of everyone in East Africa that Mombasa should be regarded by shipowners as a good port; because East Africa desires the best services of shipping and the goodwill of overseas merchants. In a very real sense ports are in competition with one another, each seeking to attract the ships which it must be remembered are free of the whole ocean. When the management of a line of steamers or the owner of a tramp steamer is considering the ports at which call is desirable those ports are naturally regarded with favour where the ships are dealt with promptly by day or night with the least red tape and with the smallest dues and other charges. A ship will visit an efficient port with low harbour dues for a smaller inducement than it will visit a less efficient rival port. If, therefore, the cost of developing a port is such that higher dues have to be charged than are warranted by the services rendered, it is probable that these dues will reflect themselves in the freights to and from the port, and that the trader who often depends upon a narrow margin to give him his footing in the world's markets may be prejudiced.

20. The extent to which it is desirable to substitute deep water wharves for lighterage at Mombasa must for a long time be a

matter of vital importance to the East African trading community and should be judged without prejudice and on commercial grounds. The general trend of development at most ports is, of course, from lighterage to wharves or docks, but in many of the great ports of the world the two systems exist side by side and work satisfactorily. Where there is an abundant supply of suitable labour, the system of lighterage can be both cheap and efficient. At Colombo, for instance, where the physical conditions do not lend themselves to the construction of deep water wharves, the port is worked entirely by lighters and yet gives excellent despatch to ships. All other things being equal, the shipowner—at any rate when carrying general cargo—would as a rule prefer to put his ship alongside the wharf in preference to discharging into lighters. Consignees and consignors, too, usually prefer wharves as avoiding double handling and reducing the liability of goods to damage or pilferage. But both merchant and shipowner must measure the value of the extra facilities in terms of cost. The convenience of direct landing on to a wharf is, no doubt, considerable, but that convenience may be bought at too high a price if it has the effect of seriously increasing the cost of transport. The most economical working is given by the intersection of two curves, the one that of efficiency, the other that of price.

21. In the matter of relative costs, we distrust reasoning on apparent tendencies if uncontrolled by the hard facts of competition. We have lately had before us the case of a Government within the British Empire which constructed deep water wharves at a railway terminus at a cost of £2,000,000 without having sufficiently considered whether ocean shipping would be likely to resort to the port when completed. It has been our unpleasant duty to advise the Government in question that it would be useless, under present conditions at any rate, to keep a channel dredged to these wharves, since shipping was not likely to make use of the port in any adequate measure and certainly not if such dues were charged as would cover only maintenance, without taking into account interest and sinking fund charges. There is, owing to natural human tendencies, a predisposition in favour of the construction of deep water wharves. The port manager desires to see his ideal for the port realised in his time; the railway manager desires an efficient terminus for his railway; the consignee sees the convenience of delivery straight from the ship's side; even the shipowner prefers, as a rule, to put his vessel alongside a wharf if it be available at a cost which the traffic will bear. Where a port is completely in the hands of a monopolistic authority supplying all the services, no alternative is available to demonstrate how much cheaper adequate services might otherwise have been provided. Deep water berths can normally pay only if they are steadily occupied. At a comparatively small port such as Mombasa is to-day, the tonnage of shipping at the port from time to time must be subject to wide variation. Unless

therefore wharves are to be constructed to an extravagant extent, there must always be a supplementary service of lighterage; in fact so far as can be foreseen, it must be more than supplementary for a long time to come; it must be complementary. The Commission appear to recognise this.

22. We do not say that any mistake has been made in erecting the two deep water wharves at Mombasa. On the contrary, we look upon this as a step in the right direction. But as regards future developments, our experience leads us to advise a cautious and careful attitude based on the importance of making the port, all things considered, as cheap as possible. It is no doubt the ambition of Mombasa to become the Bombay of East Africa, but it must not be forgotten that there are other ports in the same area such as Tanga and Dar-es-Salaam which will compete. The maintenance of the right proportion of wharves and lighterage involves the balancing of many factors. What appears the second best may in the long run prove to be the more progressive policy.

23. *The Principle of Free Competition.*—It is our view, therefore, that the construction of further wharves should be decided by the test of practical experience, and this can best be supplied by free competition between lighterage and the existing wharves, so as to enable the comparative cost of all things considered of the two systems to be measured indisputably.

24. *The Control of the Lighterage.*—This conclusion leads us to differ in an important particular from the findings of the Commission. They recognise that lighterage must remain, but they propose to bring it under the control of the port authority in such way that the lighterage companies will contract with the authority for the work, and not with the shipowners as at present. The effect of this is that the authority will decide what lighters are necessary and under what conditions they will work. The Commission give as their reason that the charges on goods should be the same by whatever method cargo be landed or shipped, and that the port authority must therefore be in a position to fix and levy the charges. They also think that lighterage as at present conducted is unduly costly, because there are too many lighters. On the other hand, the Commission imply that the port authority must control the lighters, so as to avoid competition with their wharves. Possibly, also, they anticipate making some revenue out of the lighterage should that prove to be the cheaper system, thereby in effect subsidising the wharves from the lighterage.

25. If our reading of the Commission's Report be correct in this respect, we venture to think that there are here two arguments which are not consistent. If the lighterage is too expensive, then the wharves will win in competition. If, on the other hand, the competition of the lighters is to be feared, then

the wharves are too expensive. In our view, the lighterage should be left to private enterprise, in order to provide that element of competition which we think necessary for safe decision in regard to future policy. It is eminently a service in which commercial enterprise is likely to give the best results in such a port as Mombasa. There are ports, perhaps, with a considerable and long-established shipping community where the public opinion of the port is sufficient to maintain efficiency. But under the incipient conditions of such a port as Mombasa it would in our view be unsafe to dispense with the ordinary commercial incentives. To remove the competition of the lighterage companies would be to remove an important security for the cautious and businesslike development of the port.

26. The question of whether the ship goes alongside the wharf or discharges into lighters involves, as we have said, the balancing of a good many considerations, all of them in the end likely to affect freights. We are sure that if the port authority had the lighterage under its own control and decided to build more wharves, the shipping community would be very critical, for it would be said that the lighterage had not been given its proper chance, but had either been starved and rendered incompetent or had been used to subsidise the wharves. The port management would be attacked as being obsessed with megalomania or as having been over-persuaded by port managers or consulting engineers. Whereas if the lighterage were independent and were acting under contract with the shipowners it would be the shipowners themselves when the time was ripe who would press for the construction of wharves.

THE REVENUE OF THE PORT.

27. *Tonnage Dues on Shipping.*—In recommending that lighterage should be left to private enterprise and allowed to compete freely with the deep-water wharves, we recognise that there are certain difficulties to be faced. In the first place, the option of the shipowner to use one or the other method should be real, though the number of ships to be allowed at any anchorage or wharf must obviously be a matter of regulation by the port authority. We also agree that higher tonnage dues should be charged against a ship using the wharf than against one lying at the anchorage. The shipowner in putting his ship alongside the wharf would have as a principal object the hope of getting quicker despatch, which is of special importance in the case of passenger and mail steamers. He would, therefore, be willing to pay excess dues up to the amount which he would save in delay. The cost of the stay in port may be as low as £25 a day in the case of a small tramp, and as high as £250 a day or £10 an hour in the case of a passenger and mail steamer.

28. *Charges on Goods.*—The main port revenue, apart from any income derived from land vested in the port, must therefore be obtained from charges on goods rather than from tonnage dues on shipping, and it is in the fixing of the former that the opportunity for competition must be given. At present, as we have already explained, the work both of lighterage and shore handling is done by the lighterage companies on behalf of the shipowner. The shipowner levies a charge of 10s. 6d. a ton on the consignor to cover this work, which he hands over to the lighterage companies. The lighterage companies make a payment to the railway administration for the use of the wharves, cranes and other appliances.

29. It is obvious that the handling work on shore, such as the sorting, packing and warehousing of goods will amount to the same by whichever method the goods are landed—whether at the wharf or by lighter. The competition should, therefore, lie between the cost of landing goods direct from the ship at the deep water wharves and the cost of landing goods by lighter at the lighterage wharves. We accordingly think that in addition to uniform handling charges in respect of shore services there should be instituted against the goods a wharfage* or "passing over" charges—higher at the deep water wharves than at the lighterage wharves. The competition would then be as it should be, between the "passing over" charge for landing direct ex ship at the deep water wharves and the "passing over" charge at the lighterage wharves plus the cost of lighterage.† If the differential between the two "passing over" charges were adjusted on an economic basis and the berths were generally full, then there would be a case for the construction of more deep water wharves. But if, on the other hand, ships could only be attracted to the deep water berths by reducing this differential below the economic level, then there would be no commercial case for such an extension. The strict economic basis for assessing the "passing over" charge at the deep water wharves would be the revenue required to meet the capital and maintenance charges of those wharves. Similarly the strict economic basis in respect of the lighterage wharves would be the revenue adequate to cover the same items—in their case obviously lower.

* This amount is shown on the bill of lading as an addition to freight. The actual sum paid by the shipowner to the lighterage companies is 12s. 6d. per ton, the extra 2s. being a payment to the lighterage companies in return for indemnifying the shipowner against any claim for loss of, or damage to goods which may arise while they are in charge of the lighterage companies.

† It may be that lighters may occasionally discharge at the deep water wharves when they happen to be unoccupied. But we think that in such a case the lower "passing over" charge should be made if it is for the convenience of the port authority that the deep water wharves are used.

30. The Commission recommends that the capital cost thus far incurred on the construction of deep water wharves should be transferred from railway to harbour account. On the other hand they apparently contemplate that the revenue to be raised in the port should suffice to cover the capital and maintenance charges. With the present volume of trade at Mombasa, it would appear that the "passing over" charge at the deep water wharves, if based on the principle which we have laid down, would be high and would probably raise the cost of goods as delivered to the consignees, if indeed it did not result in failure to attract any appreciable cargo. Doubtless, with the completion of further berths, administrative charges would be relatively diminished, but they are small in comparison with capital charges. In order to reduce the "passing over" charge at the deep water berths, pending the development of a larger trade, temporary measures will no doubt be necessary. The course proposed by the Commission is to take control of the lighterage and by laying uniform charges on goods however landed or shipped in effect to subsidise the wharves from the lighterage. Another course would be to leave the capital cost of the wharves as a charge for the time being on the railway, and thus to subsidise the wharves from the railway. A third course would be that contemplated in respect of the proposed expenditure on berths 3 and 4, namely, to charge interest and sinking fund for a short term of years to capital account. A fourth policy would be to subsidise the wharves from the general revenue of the colony. Yet a fifth would be to hand over to the port by way of endowment lands already yielding appreciable rents.

We are clear that it is not in the interests of the development of East Africa that the port of Mombasa should be made an expensive port during its early growth and therefore we are definitely opposed to the first of these five courses. It is obvious that the second course must be avoided if the finances of the railways and the harbour are to be kept separate. It follows, therefore, that in our view, either the fourth or the fifth, or possibly the third course should be adopted, or a combination of two or three of them.

31. *Summary of Dues and Charges.*—It will be seen that we contemplate that the dues and charges levied in the port of Mombasa by the Port Authority will comprise (a) harbour dues or the ship—higher if it is berthed at the wharf than if it lies at the anchorage. (b) a "wharfage" or "passing over" charge on cargo—higher at the deep water wharves than at the lighterage wharves and (c) a handling charge on the goods in respect of the work ashore. In addition, the lighterage companies will levy a commercial charge for goods which are lightered to or from ships lying at anchor in the harbour. The harbour dues, whether at the anchorage or at the berth, will be levied on the ship itself on the basis of its net registered tonnage. The handling charge will be levied per bill of lading

tonnage of goods landed or shipped on the basis of the actual work done ashore. The charge will vary for the various categories of goods but will be uniform as between the deep water wharves and lighterage wharves.

32. The details of the charges to be made should, of course, be settled locally and we do not think that any difficulty will arise over their assessment provided that the general principle of fair competition between the deep water wharves and the lighterage is adhered to. We assume that the liner companies no less than the local authorities will act fairly and that they will not seek to penalise their shippers by charging differential freights for landing goods on to the wharf or into the lighter.

33. *The Ownership of Lighters by Shipping Companies.*—We are aware, of course, that one of the lighterage companies is controlled by certain shipowners, and that it may be held that they would have a bias in favour of lighterage. But if the wharves hold their own against the lighterage, the profits of the lighterage companies will be reduced and we see no reason to suppose that the shipping companies would persist in maintaining a lighterage service which had become unprofitable. Nor must it be forgotten that consignees and consignors will be pressing the shipowners to come alongside. It may be the case that freights are fixed by shipowners in conference, but there is none the less a sharp competition between them in the matter of services rendered, and we feel certain that the competition between the shipping companies for the traffic available would lead them to decide in favour of the wharf if the other conditions were anything like equal.

34. It is contemplated by the Commission that the lighters would not be owned by the Harbour Authority, but would be under contract with them. It is clear that no owner of lighters would make such a contract except at rates which would give him compensation for his capital commitments, in the event of a reduction in the amount of lightering at the close of his contract. Rather than make a losing contract, the lighter owners would probably remove their lighters. We think, therefore, that contracts for lighterage in the manner proposed by the Commission would not prove to be very cheap.

35. *Control of Shore Work.*—The work on land at present done by the lighterage companies should, we agree with the Commission, fall to be dealt with by the port authority and all the wharves—lighterage and deep water—should come under their control. It is purely a local question as to whether the work on land should be done by the Port Authority with their own labour or should be let out to contract.

CONTROL OF THE PORT.

36. We quite agree with the Commission that, whatever the relations between ports and railways in other parts of the world, the port of Mombasa could not be placed under the railway. The

railway is inter-colonial, belonging to Uganda and Kenya, whereas the port belongs to Kenya. Accepting the classification of harbour authorities as given in the report of the Commission, we also agree that, under existing circumstances, an independent port trust is not practicable from many points of view. We should have preferred in general principles a harbour board, and that the harbour should be regarded as a separate centre of operation and not merely as a railway terminus. We have been led, however, to agree with the Commission in regard to the port authority which they propose for the immediate future, by the consideration that as yet the shipping and mercantile community of Mombasa is not so developed as to render available a sufficient number of men of ability and experience who would afford time from their pressing daily duties to attend adequately to the work of a Harbour Board. We recognise that in a young community it often happens that personnel is of more practical importance than principles of organisation.

37. We are firmly of opinion that only a very exceptional man would be capable of managing both the railway and the harbour. Such a man may be available in East Africa at the present time, but we do not think that that fact should be allowed permanently to influence the system of organisation now to be set-up. The two offices of railway manager and port manager should, in our opinion, be clearly defined as separate, and not subordinate one to the other, though, as a temporary measure, it may be expedient that the same man, if available, should hold both offices.

38. We think that rather greater independence should be given to the proposed Harbour Advisory Board. Under the Commission's recommendations there is no obligation on the port manager to consult them except on certain important issues and even on these issues, when once they have given their advice, their influence is apparently at an end. We think that the Advisory Board should not merely advise the manager, but that it should be given the right of appealing to the Governor of the Colony with whom the financial liability rests. We assume that, unless in the case of emergency, a sufficient time would be allowed to elapse before the Governor's decision was given for consideration of the matters involved by the shipping and commercial interests in London. Under existing conditions all important issues affecting business houses with agents in Mombasa are in fact referred back for decision by the overseas principals. Our aim is that, in the interests of the Colony itself, the broader view should be brought to bear as well as the local view.

THE SCHEDULE OF CHARGES ON GOODS.

39. The Commission include in their Report a revised schedule of charges both for imports and exports. The general effect of the new schedule, which is based partly on value and partly on weight, is to decrease considerably the charges on the more bulky and cheaper goods, such as corrugated iron and cement, while largely increasing those on the finer and more expensive com-

modities, such as piece goods. The charges on exports have also been fixed at considerably lower rates than on imports. We have not the materials to enable us to pronounce definitely on the relation between the different import and export rates and on their effect in encouraging or discouraging traffic, but such evidence as we have taken suggests the desirability of further consideration. For example, a doubt has been expressed whether undue importance may not have been attributed to the factor of value especially in the import schedule, with the consequent risk that local consumption may be affected and the port revenue thereby prejudiced. We hope that in any revision of the schedule to give effect to the differential charges which we have recommended at the deep water berths and lighterage wharves, the observations we have made in this paragraph will be borne in mind.

THE CONSTRUCTION OF FURTHER DEEP WATER BERTHS.

40. We make no recommendation in regard to the completion of berths 3 and 4. We should have complete confidence in the advice of a Harbour Authority on this vital issue if provision were made for an appeal in the way which we have just indicated. It may be that the work already done will suffer if not completed and that would undoubtedly be an argument for completing. On the other hand, if berths 1 and 2 are more than adequate for the immediate service of the port, then any further money spent on berths 3 and 4 would only increase the unremunerative capital invested at the port. If possible, we would suggest deferring further operations until results have been obtained from berths 1 and 2 in competition with lighterage.

SUMMARY OF CONCLUSIONS.

41. Our conclusions are, therefore, as follows:—
 - (i) That the Port Authority should take over control of all the wharves at Mombasa—both lighterage and deep water—and should conduct the handling work ashore, either directly or through contractors.
 - (ii) That as a safeguard of the future development of the port there should be freedom of competition between the deep water wharves and lighterage, and that the control of the lighterage should not be taken over by the Port Authority.
 - (iii) That there should be a charge instituted for passing goods over the wharves which should be higher at the deep water berths than at the lighterage wharves.
 - (iv) That, in the event of its being decided as a temporary measure to fix the wharfrage or "passing over" charge at the deep water berths at a rate below the economic level, no attempt should be made to compensate for this by a corresponding increase at the lighterage wharves.

- (v) That during the next few years any temporary deficit of revenue at the port below the amount required to meet the service of capital charges should be met either from the general revenue of the Colony or from land rents or perhaps by charging to capital account the whole or part of the interest and sinking fund on the cost of the first two deep water wharves.
- (vi) That the Harbour should be managed independently of the Railway, but that as a temporary measure the same man, if one of exceptional ability and breadth of outlook be available, might be allowed to hold the offices both of railway manager and port manager.
- (vii) That the Harbour Advisory Board should be given the right of appealing to the Kenya Government in the event of their disapproving the policy pursued by the Port Manager in any important particular. We assume that time would be allowed except in emergencies for the consideration of the question involved by commercial and shipowning principals in London.
- (viii) That when the schedules of charges on goods are adjusted in order to establish the differential charges at the deep water berths and lighterage wharves the criticisms made in paragraph 30 should be borne in mind.

42 We regret that our colleague, Mr. G. Boyden, representative of the Union of South Africa, was unable to be present during the later stages of this enquiry on account of illness.

H. J. MACKINDER, *Chairman.*
 H. LEWELLYN SMITH, *United Kingdom.*
 PETER C. LARKIN, *Canada.*
 E. A. EVA, *Australia.*
 J. ALLEN, *New Zealand.*
 VICTOR GORDON, *Newfoundland.*
 A. C. CHATTERJEE, *India.*
 G. GRINDLE, *Colonies and Protectorates.*
 KENNETH S. ANDERSON, *Shipowner.*
 ERNEST W. GLOVER, *Shipowner.*
 W. L. HICHENS, *Shipbuilder.*
 KENNETH LEE, *Manufacturer.*
 JAMES W. MURRAY, *Merchant.*

R. D. FRISNELLY,
Secretary.

London, 17th July, 1926.