

10110

KENYA

10110

1927

*Part I*

1927

*CO 533/366*

MAGADI SODA Co.

REVISED

XF 4255/26

REVISED

CONTINUATION FILE

DESTROYED UNDER STATUTE

Magadi Soda Co — 1 Feb, 1926

Inquire whether now in a position to make further progress with the draft lease.

Say that the S. P. D. has not yet received from the Gov. of Kenya their answers to the various questions <sup>5124 sub paragraph</sup> which, as indicated in the letter of 20 Sept, have been referred to him <sup>is understood that</sup> but that his reply <sup>might be expected to give</sup> by an early mail & that a further letter will be sent to them as soon as possible ~~after~~ its arrival. And add that it will no doubt facilitate matters if at the same time S. P. D. is in a position to consider the Gov's ~~views~~ views on those points on which their answers were invited in the letter of 20 Sept.

10051 on XFA255

(C. 5.) Whether they wish to press for the retention of the <sup>provisio</sup> ~~sub clause~~ to the original sub clause <sup>of</sup> (4) of the ~~lease~~ lease & if so, what alternative form of words they propose for their purpose.

(C. 7.) Whether the negotiations will

The Oil Company referred to in para  
C7 their letter of Aug. 18<sup>7</sup> are  
complete.

(C8) Whether the Coy. wish to suggest  
that the fixtures etc referred  
to in Clause 6 (ii) of the draft Port  
Lease are to be accepted only from the  
obligation to deliver up in good repair  
& condition, or whether also from the  
preceding obligation to maintain in  
good repair - condition.

No 27 on  
XF4255

B.O. 14 Feb 27 if no  
dep. in form 50

of Seal

2 2 27

11/11/11

37

of no

at

made to (not amended)

ha

Jan 1917

minutes, comments on 30 despatches  
of 20.5.26 and 7.10.26

Mar 1917

Comments on the negotiations between  
the Magadi Soda Co. and Kenya respecting the  
maintenance of water fittings for the Masai

Pro. in notes  
Transferred to  
X-10110

X-10110  
27

R. Buske  
R. Allen

3. This clears up most of the points  
left outstanding by the letter to the Company  
of 20 Sept. 1926. (No. 31 on XF4255/26). Although  
the despatch is very long, there are in  
reality few points which have still to be  
considered - principally those marked X, Y,  
and A-F. in the note which I have  
prepared paragraph by paragraph upon it,  
a annex hereto.

I have also indicated in pencil  
on the most up-to-date copies of the draft  
leases (now attached to this paper) the  
result of the decisions taken in No 31 on  
XF4255/26 and those suggested on this despatch.

In addition there are 3 points  
on which (see No 2 on this file) the Company's  
views are outstanding, but of these 3 the  
first (retention of the proviso to Clause  
2 (ii) of the Port Lease) is disposed of  
authoritatively by the Provision given in  
para 7 (f) of this despatch, that Clause  
2 (i), (ii) was not necessary, in fact.

I suggest to you of the points  
devised in the annex attached.

P

now draft a letter to the Coy. (for consent)  
telling them as to A, B, C, D, E, F of the  
note, & also of the points above, & saying  
that subject to the receipt of their answers  
and on the other 2 points mentioned  
in letter of 4 Feb, the points outstanding (No 2 on file)  
in connection with the draft leases  
would appear to be disposed of.

draft a list of the amendments necessary  
to the printed draft leases, which  
on receipt of their reply can  
be sent to the Solicitors for the  
preparation of the <sup>final</sup> drafts.

Copy of the letter to the Coy. to be  
sent to the Secy for his information  
obvius, as suggested at X & Y as  
regards paras 2(d), 2(e) & 2 of his depts.

I will also to C.A. as suggested  
in para 7(d) ("B") of depts.

As proposed subject to  
original note memo, G.M. 16.2.27  
written after discussion  
with Mr. Bush. As regards division  
of 187. check between Mr. Bush & Mr. Allen  
as at in memo. 27/2/27

To Genl. 10 MAR 1927  
5 To Magadi Co. 10 MAR 1927  
6 To C.A. 10 MAR 1927  
7 To Genl. 11 MAR 1927 (copy 5)

Magadi Soda Co. 5 March 1927  
Submit comments on points raised for  
their error.

~~Mr. Bush~~  
~~Mr. Allen~~

C(5). As subclauses 2(v) and 2(vi)  
of the draft Post Lease have disappeared  
in view of C.O. letter of 10 March it follows  
as we have already pointed out to the  
Company, that the proviso to the original  
Clause 2(vi) should go. As there is no clause  
reserving a right of way, reference to "the  
said way or road" would be absurd.

I reply on this point referring  
to ~~Clause 7~~ of our letter & which it was  
pointed out that a view of the deletion of  
subclauses 2(v) & 2(vi) the retention of their  
names was unnecessary. That I in  
preference they both refer to American  
It might however be a reasonable  
thing to refer to a proviso to Clause



2 that in the event of the Govt. deciding at any time to construct a road between the foreshore & the demised premises, such road shall not interfere with the efficient working of the Conveyor Plant & Pier & the ~~lessee~~ shall have full right of access to the Conveyor Plant and Pier for the purpose of effecting any strengthening of the said plant which they may deem necessary, provided that such strengthening does not interfere with the effective use of the road.

But we can in any case wait & see if they ask for such a proviso)

C7. The arrangements described in the Coy's letter are embodied in the draft agreement with the Shell Oil Coy of East Africa. (a new company, not the one we have previously heard of in their connection - the British Imperial Oil Coy. (South Africa) Ltd) do not appear to be in excess of the concession made by the Govt. that the existing arrangements should be allowed to continue until the new Govt. pier is ready. See as to this

the extract from the Otter report on 55273/25, the letter to Nagadi Soda Coy of 9.8.26 on XF.5285 (para 3), Section C of the Memo. of Agreement with Brunner Mond: (23752/24) - also para C.7. of our letter of 20.9.26, No 31 on XF4255/26. It will be seen that the agreement provides for determination forthwith on completion of the Govt. Oil Pier on the coasts, we need not consult the OTC. first, though we should explain briefly to her (sender) out the corner.

On this point, tell the Coy. that the arrangements <sup>are</sup> indicated in their letter which they have made with the Oil Coy. appear to be satisfactory, but that before giving the undertaking for which they ask it would appear desirable that SJS shd. have an opportunity of seeing the text of the draft agreement, rank to see ~~act~~ accept.

A

With regard to the further question as to the Oil Coy's desire to construct a further pipe, say that SJS wd. prefer to ascertain the views of the <sup>Govt.</sup> on this point & as it does not appear that a decision on this point is necessary for the settlement

If the terms of the draft Nagadi lease, he  
knows to send a copy of the cover<sup>e</sup> to the other  
part for his observations on this point.

C.8.

As to the (first) amendment  
in green ink to Clause 6(III) A of the  
port lease (underlined in the clause  
as now reproduced in the Coy's letter)

See paras C.8. of the Coy's letter of 18.8.26,  
+ of our letter in reply of 20.9.26. The  
object of this amendment was originally  
stated to be to bring ~~the~~ the clause  
into line with clause 5(III) of the Lake  
lease & I think that, if Mr. Bushe  
agrees, we might now accept this  
amendment, & the re-arrangement  
of the words as ~~is~~ suggested by the Coy.

(Nov 27, 31  
on XFL 255/4)

Reply on the above (lines 1-5) say  
on these points, then reply to our letter of 10.3.27  
it is now proposed to instruct the sub<sup>on</sup>.

Prepare final dfts based on the  
terms enclosed with our letter of  
10.3.27, with the alteration of  
Clause 6(III)(A) of the draft port lease  
now agreed to.

W.D. & H.O. Wills

Review of proposed letter to Settlements  
giving them instructions as to re-drafting  
the lease.

On receipt of Coy's reply, copy of cover<sup>e</sup>  
shd. go to D.O.A.G. with an explanation  
as suggested above as regards C.7. (the pipe line)

Official  
15.3.27.

AS regards A, I do not see why we should  
bother about the agreement. The Company have  
elected to give us the purport of it and I think  
that all we need do is to say that the agreement,  
as set out in Clause 7 of their letter, will not  
be regarded as a breach of the Covenants, etc.  
Ought we not to add, provided that no dues are  
evaded, as was set out in the proviso which is  
now to be deleted. If the agreement has not been  
set out accurately in Clause 7 our letter will not  
avail the Company. So far as I can see, if Clause  
7 sets the agreement out accurately it does not go  
beyond what the Kenya Government have agreed to.  
As to the rest, I agree.

J.B.  
18/3

It appears to me that the  
drafting of the lease is a more complicated  
task than it is worth while in calling  
the local sub. after all of the work of

take the val. from the bank & given the  
all the... to be heard to deny  
the right to do it in the usual way  
there is no anomaly between the  
convention... to be taken for  
relief from... to be

After the... of the...  
accept the... of the...

J.M. Allen

18/3/27

at...  
To Magadi Soda Co (no 8 ansd)

To Macdonough (w/ blue print)

22 MAR 1927

Cham Agents

propose to apply for the sum of £137.0 from  
the Magadi Soda Co. and send them address

re reminds a reply

20/2/3

12 To C.A. (no 11 ansd) 24 MAR 1927

Mr. Allen,

I submit draft letter to the Solicitors  
which should enable them to make preparations for the  
necessary revision of the draft Leases.

No reply has yet been received from Kenya  
to the telegram of the 23rd February (No. 4.) In view  
however, of para. 2 of the despatch to the Governor  
of 11th March (No. 7), I do not think a reminder is  
necessary, and if no telegram is received within a

reasonable

reasonable time on this point; I think it may be  
assumed that the Acting Governor does not wish to press  
for the revision of the special proviso to Clause 6(ii)  
(D) of the Part Lease which he proposed in para. 7(g) of  
para. 2. No 7.

A draft to the Acting Governor, sending copies  
of 9 is awaiting the Gov's. reply.

J.M. Allen

14 27

J.M. Allen

at...

To Sutton, Oron... + Oliver

27 APR 1927

to come to Mr. Seal

(w/ copies 2, 5, 8, 9)

Sutton Oron... + Oliver

8 April, 1927

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Will at once take steps with a view to complete  
the revision as soon as possible when a final settlement  
has been reached with the Magadi Soda Co.

Res by J.M. Allen  
9.4.27

J.E.K. Mr. Seal

As it was decided

Ask to be if the...  
likely to be... to...

DESTROYED UNDER STATUTE

To Magadi Soda Co. 15  
(see reply to pr. letter)

26 APR 1927

X-16110  
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about that occurs on nos. 5 and 9 and  
desires opportunity for examining the final drafts of  
the leases before the engagements are prepared  
for execution.

This letter leaves nothing open with the  
exception of the point mentioned in para. 7 viz: the  
question of an amendment to Clause 6 (ii) D of the  
draft Port Lease.

As regards particular points it may be  
observed -

(a) (para. 3) There will presumably be no difficulty  
as regards the understanding on which the Company  
accept the revised description of their Port  
premises etc., and all we need do is to say in  
replying that the Governor's attention will be  
invited to this understanding.

(b) (para. 5) See para 3 (P) of C.O. letter of  
24th April on X.2997/26, which follows para. 22 of  
the Governor's despatch on X.334/26. The terms of  
the Governor's despatch and of our letter were  
quite definite enough to warrant the Company in  
taking as an "assurance" the statement that the  
Government would exercise its right to purchase the  
section of the branch line which forms part of  
the line to the new harbour works.

(c) (para. 7) As regards Clause 6 (ii) D please see  
my minute of the 1st April on this paper. It  
seems pretty clear that the Acting Governor does  
not wish to press for the special proviso which

X-16110  
27

he suggested in para. 10 of his despatch of  
10th January (No. 2 on this paper). I think, however,  
it would be as well to send a telegram referring to  
para. 2 of No. 7 saying that the Secretary of State  
assumes that the Acting Governor does not wish to  
press for the special proviso suggested in his  
despatch of 10th January.

(a) (para. 9) See the letter sent to the Company on  
22nd March (No. 9) paras. 3 and 4.

The action necessary appears to be -

- (1) to send a telegram to the C.A.G. as proposed above;
- (2) when the Acting Governor's reply is received, (a) to  
acknowledge this letter, observing as suggested above  
as to para. 3, informing them of the decision as to  
para. 7 and note with satisfaction that the outstanding  
points in connection with the draft leases are now  
settled, and saying that the Solicitors are now being  
instructed to prepare revised proofs of the draft  
leases which will be referred to them for examination  
before the engrossments are prepared for execution.
- (b) to write to the Solicitors in continuation of  
No. 13 on this file, instructing them to prepare revised  
proofs in accordance with the instructions in para. 2  
of that letter saying that the memorandum enclosed  
therewith has now been accepted by the Company; and
- (c) to send to the Acting Governor with reference to  
No. 7 on this file copies of Nos. 8, 9, 13, 16 and reply.  
With regard to Nos. 8 and 9 the Acting Governor should  
be informed that as the proposed agreement between

the Magadi Company and the Shell Oil Company of East Africa, Limited, provides for its termination forthwith on completion of the Government Oil Pier, and does not appear to go outside the arrangement agreed to by the Governor in his <sup>dispatch</sup> telegram of the 29<sup>th</sup> May 1916. (4 X 528/726)

The Secretary of State did not consider it necessary to incur further delay in referring this point for his prior concurrence. As regards the proposal to construct a four ~~inch~~ <sup>inch</sup> pipe line for the Magadi Company's fuel oil tanks ~~with~~ <sup>with</sup> a new tank to be built on the Oil Company's land, as the right has already been conceded to the Oil Company to utilise oil from the Magadi Company's tanks, the erection of this new pipe is merely a matter of convenience not involving any further concession of principle. We should invite attention to para. 3 of the Company's new letter and also to the remarks in para. 5, and say that with the settlement of the point as regards Clause 6(ii) D of the Port Lease (para. 7 of the Company's letter) the Solicitors are now being instructed to prepare revised ~~draft lease~~ <sup>draft lease</sup> based on the memorandum enclosed with the letter to the Company of March 10 with the further amendment indicated in para. 5 of the letter to the Company of March 23, and that the revised drafts will be submitted to the Acting Governor and also to the Magadi Soda Company for examination before the arrangements are prepared for execution.

Perhaps when the telegram proposed has gone off the paper, you are appreciated to me to prepare the other drafts.

Steel  
4  
Yes had  
7-30 En 23  
MB  
7/5  
Recd

DESTROYED UNDER RTA 1992

"Do not wish to press special claims"

Mr. Bush,  
Mr. Bottomley.

I now submit drafts to Magadi Coy., the solicitors and the O.A.G. I should be glad if you would <sup>particularly at</sup> ~~refer to~~ par. 5 of the letter to the Coy. regarding the omission of Clause 6(iv) of the draft Port Lease. This point had not occurred to me before, but it seems obvious that with the deletion of Clauses 2(v) and 2(vi), Clause 6(iv) is left in the air and is no longer needed.

I hope this is the last occasion on which we shall have to bother with the details of these Leases.

G. F. Seal  
(1917)

(When we get the last proofs it will be as well to let C.A. have one with a warning that they will shortly be asked to sign them)

- 19 To Magadi Co. (no band)
- 20 To Sutton, Ormanney & Oliver Cons. } 18 MAY 1927
- 21 To En 408 / copy of 9/13/16 + 19 } 19 MAY 1927
- 22 ————— Sutton Ormanney & Oliver } 23 May 1927

Ask whether arrangements in green ink accepted by the Co. in Cl. 2(v) and (vi) are agreed.

This ought to have been clear - they have had copies of draft submit

draft - there is no doubt on the point  
as per 5 a.s. of 8 No 165100

(I have fr'd the plan  
to Allen in away & it seems  
hardly worth while to trouble  
the Battalion.)

Sheet  
26.5.27

To Sutton Ormskay (no 2222) 30 MAY 1927

Magadi estate  
state that their office will be transferred to  
Hotel House  
Burlington Gate  
SW1

New address

in view of this  
I intend to pass  
the plan to  
Sutton and of  
the Army

as from 2 June  
Patly  
2/6/27

not an issue of such with the new  
draft maps

Th Bushe  
Th Allen

I attach a notice some very small  
points in which the prints  
require amendment.

The objection was presumably  
groundless, & the  
sent copies to the Brigade Coy.

for information & any obsors.

that copies are enclosed, sent to the  
Manager for review

send 3 copies to the  
for exam. - copy obsors. -  
are also being sent to the Company  
for exam. - that subject to  
final agreement now being given  
C.A. will be asked to take the necessary  
steps to execute the leases; which will  
then be returned to the Army for  
the registration of the grant. Say that  
the deed plans enclosed with his despatch  
410 of 9.4.1925 will be used for the Leake  
rilly leases, & that enclosed with his despatch  
despatch No 8 of 10 Jan for the Post Lease.  
(All 3 are now in the envelope above 165  
on this file).

20626/225

Not on file.

I send one copy of each lease & copy of the  
note to C.A. ref. No 6 on this file with  
copy of the despatch & then to the  
above. It may be that the  
the Army regarding these leases have  
been completed by the Army.



X 10110/27

will be seen the negotiations have  
 been approaching completion, & that  
 subject to the agreement of the Coy. & the  
 Govt of Kenya <sup>to</sup> the leases in their  
 present form, it is proposed that they  
 should ~~now~~ take the necessary steps  
 to have the leases executed. Promise  
 further copies when after from the Coy  
 & the Govt are received. In duplicate copy  
 copy, refer to the 501<sup>st</sup> for record below

2 PM 25. 3 day copies of leases  
 sent to Coy. & OMA for execution.  
 (I am further ~~copy~~ when the same  
 necessary) In the copy of the notes and  
 instruments etc. & send them also the  
 stamps for attachment to the  
 leases, and say that on the  
 receipt of replies from the Coy. & the Govt  
 it is proposed to ask C.A. to communicate  
 with them with a view to the enforcement  
 & execution of the leases (see) candidat.

Spent

2367

28/6  
 M Allen  
 20/6/27

4 JUL 1927

- 26 To Gov 569 (copy hold 4 1 copy of each draft lease) 4/8
- To Nagadi Co. 2 copies (1st and 2nd draft lease) 5/8
- To Sultan Dumarway 2 copies (1st and 2nd draft lease) 2/5 (orig. Dead Pass)
- To C.A. 2 copies (1st and 2nd draft lease) 2/5 (orig. 26:28)

4 JUL 1927

30. ----- Nagadi Soda Co. ----- 18th July, 1927.

State it has become necessary for a pipe line  
 to be erected between the property of the Shell Co.  
 and their property at Shimanzi. Would be glad of an  
 intimation to the effect that this does not constitute  
 a breach of the Covenants in the Port  
 Lease.

In Reply

Pl. see para 4 of the letter to Nagadi Soda  
 Coy. 722 (Nov. 1924) (boxed green), and para 3  
 of 75 (Sept. 1924) (Nov. 1924) (boxed red).

As we regarded the construction of a  
 4" oil pipe as involving no further concession  
 of principle, it is our intention to erect  
 to the Coy. a pipe to conduct steam  
 to the Nagadi Coy. any's tanks.

act. May copy of their letter  
 here will be 40  
 is being sent to OMA, & that S. S. thinks  
 it may be presumed that OMA will  
 not require anything to the erection  
 of a pipe to conduct steam from the Shell Coy's  
 property to their property on the  
 understanding that the use of the



10110  
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Additional pipe will be  
arranged, with the other  
arrangements provided in their  
agreement with the Shell Co.,  
when the Govt. Oil pier at Kilindini  
is brought into use.

Copy 301 reply to OTC.  
CF inf. set para 2 & 21  
C/S Seal  
10/14

2000 tons. The same, necessary to  
beas definite in the case than in the case  
the oil pipe (in Bude's  
away)  
20/7/27

As Mr. Allen proposes, [I think the  
oil pipe needed in K. Enry's  
... ..  
... ..]

C/S Seal  
20.7.27

To Magadi Co. (no 30 and) 26 JUL 1927  
3-1-10 10110 (copy 30+31) 26 JUL 1927

33-MAGADI SODA CO. 10110/27 4 Aug 1927  
Have no observations to offer on enclosed proff.  
Return copy of facts with minor corrections, which,  
in their opinion should be made.

These conditions must be  
communicated in due course to the S.N.  
(via C.A., I think)

Await reply to 226  
G/S Seal  
5.8.27  
at once.

~~DESTROYED UNDER STATUTE~~ Magadi Soda 9 Sept. 1927

Ask if they can be supplied with the  
engrossments of the Lessee, for execution  
during the course of next week.

Miller

I think we may help the Co. by  
asking for a let reply to No 26 in  
the meantime pass on to Sullows (via the E.A.)  
the corrections in the enclosure to 33.

Copy here with  
G/S Seal  
12.9.27

Miller

~~DESTROYED UNDER STATUTE~~

Magadi Soda Co. (34/10110) 12 SEP 1927

X. 10110/27

38

Mr. J. P. Newham  
21 Sept., 1927

Submits reasons on revised Lake lease, and enquires whether deed of Surrender should not be executed prior to completion of new lease. Adds that all existing title deeds will be required for cancellation.

J. H. Allen

After scanning to you I have reviewed a draft memorandum in all and raised in the various clauses a number of the clauses refer to the boundary and also to the right being given to the land. The words actually set out in regard to the terms of the lease are found in the same and mentioned in the same already found the substance of the agreement and need hardly be proved in the present emergency.

Suggest (and believe you agree) that at the moment it will be sufficient to make to the Company a letter to the same effect as the one attached to the Memo. It does not seem necessary at this

X. 10110/17

13/3

stage to refer to (1) and if agreement can be reached on (a) (b) (c) and (d), the actual terms of the lease should be finally cleared up. I attach draft for you to save time.

C. H. Cliffe

24.9.27

But I am afraid the improvements cannot possibly get through Sept 20th. In any case this is the Surrender's deadline. I do not like to see it lost then least of all with this view to unfamiliar with the details (the necessity for investigating them)

J. H. Allen

24/9/27

I have passed the Draft. If Mr. Parker is available then it is ready for debate. I should like to hear of it but it seems plain sailing.

There is no more to be said for things are ready for the surrender.

V. S. Manning

24.9.27

19/10

28 SEP 1927

39. De Manville & Co. cons.

De Manville & Co. cons.

My objection to the incorporation is cancelled in the improvements.

29 Sept. 1927

1 The amendments in No 39 can now be communicated to the Solicitors for incorporation in the Lake lease.

2 With regard to Mr Bostonley's minute of 24 & 27 about the deeds / surrender

(i) There is a deed of surrender of the Lake and Railway Properties.

See 24427/24, and also 24427/24, which was ~~not~~ copied by the S<sup>r</sup> to the Hon. Provisional Liquidator of the old Niagara Soda Company. I have not been any further over about the deed but, if Mr Burke says, we can presume that Mr Sutherland has arranged Oliver as a solicitor to prepare the deed for execution.

(ii) There is no deed for the surrender of the Shewan's Property. I regret this is an oversight on my part (of a kind of which I have been afraid all through this complicated business). In ~~the~~ para. 4 (b) of my letter to Sutherland's of June 1, 1925 or 20686/15 we asked them to advise a further course before taking this

upon the idea being that we should audit copies of the actual Shewan's lease before the deed was prepared. But when we got the copy (24428/25) this point was overlooked. Mr Oliver confirms that they have not yet drafted a deed. However, this should be a simple matter to put right, all that is here necessary for the S<sup>r</sup> how to prepare a deed & settle the terms with the Niagara Corp.

(iii) On 334/16. (See para 6 of depts. 187/6, p. 15) and Annexure II) the Govt sent home a draft deed of Surrender of certain subsidiary interests (L.O.s 1833/1 and 2) in the following; but these interests are not to be demised by the three leases which the Brown Agents will execute but by a new local lease, ~~the~~ and ~~there is no purpose~~ well for the particular deed of Surrender to be executed should therefore be executed locally. Mr Burke will perhaps confirm this.

But the notice is to be given to the Hon. Provisional Liquidator of the old Niagara Soda Company. (See 24427/24, 24428/25, 24429/26, 24430/27, 24431/28, 24432/29, 24433/30, 24434/31, 24435/32, 24436/33, 24437/34, 24438/35, 24439/36, 24440/37, 24441/38, 24442/39, 24443/40, 24444/41, 24445/42, 24446/43, 24447/44, 24448/45, 24449/46, 24450/47, 24451/48, 24452/49, 24453/50, 24454/51, 24455/52, 24456/53, 24457/54, 24458/55, 24459/56, 24460/57, 24461/58, 24462/59, 24463/60, 24464/61, 24465/62, 24466/63, 24467/64, 24468/65, 24469/66, 24470/67, 24471/68, 24472/69, 24473/70, 24474/71, 24475/72, 24476/73, 24477/74, 24478/75, 24479/76, 24480/77, 24481/78, 24482/79, 24483/80, 24484/81, 24485/82, 24486/83, 24487/84, 24488/85, 24489/86, 24490/87, 24491/88, 24492/89, 24493/90, 24494/91, 24495/92, 24496/93, 24497/94, 24498/95, 24499/96, 24500/97, 24501/98, 24502/99, 24503/100)

3. As regards the members of the Deed Plan the annexed to the Post Office is intended to add any rights as to their. The Plan was sent to the S<sup>r</sup> with No 28, and can only support enquiry of them as to the so different

X 10110  
27

submit drafts to Suttors  
the C.A. the Court ~~and~~ <sup>and</sup> field  
the S.O. draft about the plan these  
drafts seem to come too late coming up  
with in but 1st be, kind of to  
Bashe would let Suttors see them

Bashe  
2. 10. 27

I have awarded the drafts to Suttors  
and ask to comply with Bashe's  
original view. The draft does not require  
amendment.

Bashe  
has been added to the  
draft for his signature in this form  
and are added

Let 5. 10. 27

- To Magadi Co. (no 40 and)
  - To Oliver S.O. cons.
  - To Suttors Ormanney & Oliver (no 39, 40, 41, 44)
  - To C.A. (no 39, 40, 41, 43)
- (Deed Plan & lease)

1207  
9  
1927

X 10110  
27

28  
15

~~DESTROYED UNDER STATUTE~~

7 Oct. 1927  
Note instructions with regard to amendments to the new leases  
and will prepare the engrossments of the necessary  
documents.

46 ——— 7 Oct. 1927  
stalls plan on the Part Lease heads correct numbers

45 Draft  
46: This is carrying out incidentally  
no action is necessary beyond a formal  
due course

Draft act<sup>n</sup> hereunder

Bashe  
10. 10. 27

To Oliver (no 46 and)  
(Plan numbers)

13 OCT 1927

Magadi stalls ——— 13 Oct. 1927

hope to question of surrender of the interests of  
the old company and suggest that as the discharge  
of the liquidator is imminent, execution of the  
leases be delayed until the old Co. has been  
finally dissolved so that execution of the  
surrenders may be awarded. Add as to Statute Dates

Th Bashe.

At the end of No 1 on this paper (see  
10 Jan 1927) the Gov expressed the hope  
that the outstanding questions in connection  
with these leases might be brought to a final

X 10110  
27

settlement. But so far as I am aware there is no real reason why the Govt of Kenya should object to a slight further delay (we are not told the probable extent) if the Company who have hitherto been pressing for early settlement

I presume however that we should find it easier to get a letter from the Govt in favour of objecting say if they agree

But there are 2 points on which I would like to see an opinion.

1. When the liquidator is discharged will there as the Company assume be no need for the surrender?

2. The stamp duty question.

See para 11 of the report on the 1st. 11/11/42 (Law) and para 10 of the 1st. 11/11/42 (Law) in connection with the above.

The stamp duty on a Surrender (p 615) Bill 1942 (Kenya) under the Stamp Act 1942 is the same as that on the Companies (Surrender) Bill 1942 (Kenya) (where there is no consideration). The duty on Companies is shown at p 601; there is a sliding scale based on 2% ad val. (works out at 2% of the Company's understanding) correct.

Might we have your views on

X 10110  
27

30  
16

the Company's request. Please  
Gifford  
14. 7. 27

When the Company is wound up and the liquidator discharged, there will not be anyone who could execute a surrender. Whether it is desirable that before that happens a surrender should be executed is really I think a question for Kenya since it must depend upon their law. The stamp duty would appear to be ad valorem.

HB  
18/10

I took this back to Mr Burke to consider whether we should say anything to the solicitors who have been instructed to draft a surrender. The paper returned to me today without a further minute, but I have now agreed with Mr Burke & he thinks that besides putting this point by tel to Kenya as above we should also write to send the copies to the solicitors & ask them if they have any views to express on the subject.

14/10  
49 Tel cons to Gov. 26<sup>th</sup> Oct 1942

50 So Magadi Soda Co (48 lines)  
51 So Sutton (48 lines) + Oliver was } 26 Oct 1927  
Magadi Soda Co

52 Sutton (48 lines) — 26 Oct, 1927

no draft of two Deeds of Surrender of the Co's property in Kenya requires whether they should first be submitted to the Co for approval.

H. P. M.  
P. M.

The draft of two Deeds of Surrender of the Co's property in Kenya requires whether they should first be submitted to the Co for approval.

The draft of two Deeds of Surrender of the Co's property in Kenya requires whether they should first be submitted to the Co for approval.

327

X 1000

view of the Co's request, that the question whether a resolution should be considered, it will be possible to proceed to discuss the Deeds for the moment, but that there is no objection to the draft of the Deeds being sent to the Port Lease Board if they will accept it a lot would be voluntarily submitted to the Board.

H. P. M.  
P. M.

27 Oct 1927

I have spoken to Mr. Oliver in the sense of the above. His job is to let the Co. see the draft of Surrender of the Port Lease and to advise them if they accept it can be imposed.

H. P. M.  
P. M.

53 — Sutton (48 lines) — 27 Oct, 1927

Express the opinion that suggestion of Magadi Soda Co that Surrender of Surrender might be discussed with Board should not be considered.

x 10110  
27

Hande  
P. M. Bush

suppose we must await  
his reply to 47 but Mr Bush  
may like to see 53 in the meantime

4 x

(The rule to the position of the Govt  
Gives a <sup>representing</sup> the local view must  
be taken account)

28/6

21 \_\_\_\_\_ 28 Oct, 1917

C.M. asks that if possible amend-  
ment stated may be made in railway  
lease clause 10(b) Reply to 49 follows

As to the first two alterations -  
the first is a minor one and proposed  
with no material change in the  
substance of the clause. It has  
been proposed that it should be  
amended so that it should read

The second alteration is  
(B) to be amended so that it should read

Hande  
28/7  
I suppose we must be  
Hande  
28/10

x 10110

15 3/4

To Magadi Co. cols. 29 Oct 1917  
(Amendment to clause)

When a Company is wound up it becomes  
dissolved, in the case of a winding up under the  
Court upon an Order of the Court, or in the case  
of a voluntary winding up, three months after the  
final presentation of accounts and meeting. I do  
not see how, after its dissolution, the  
liquidator can dispose of its assets and, as a  
matter of fact, the assets of a Company not  
disposed of before dissolution ~~are~~ vest, in the  
case of personal property, in the Crown and, in  
the case of real property, revert to the lessor  
or grantor. I do not, therefore, myself attach  
very much importance to the execution of these  
surrenders, though I agree that if they are  
executed it will provide a neater job.

Hande  
10

26 \_\_\_\_\_ 1 November, 1917

As advised no ad valorem duty payable on deeds of  
surrender or maximum duty on deeds of surrender is  
20% each. Title deeds must be stamped and registered  
in the Colony. Deeds of surrender must be registered and  
executed before new lease issued. Are not two  
deeds of surrender necessary?

Their telegram ought to include  
reply on the maximum duty on the  
surrenders is to be only 20% the Company



will scarcely expect further. But I  
can be ready to accept either,  
the stamp duty or the registration  
duty.

A further note means we will  
want 1.500 requirements in 53.

It is to be noted that the  
first of them is to be a whole  
lot of it is intended that all

existing allotments except of  
all the properties in the following  
cases will be stamped

and registered in the County before  
the deeds of Surrender can be registered;  
that is to say, that

the deeds of Surrender should be  
registered and registered before  
the leases can be registered

and grants issued. No ad valorem  
duty will be payable on the deeds  
of Surrender, and the maximum

duty payable thereon will be  
10 shillings each. In the cases

Sq. report that it will not be possible  
to accept their suggestion that the deeds of  
Surrender should not be executed, as he  
presumes that <sup>in any case</sup> the Gov's statement  
was not to be  
as to the duties payable [they will be  
prepared to agree] to execution of these  
documents as soon as the deeds of Surrender  
of the Shuangzi property, referred to in 2 of  
it, has been settled between themselves  
and the Solicitors <sup>(the question as to the</sup> and the amendment  
of the Railway lease suggested in No 55 has  
been decided.

(The Coy. have not answered 2 of  
No 50, but we need not press for this now).

Copy to Suttons, with copy 55 also,  
saying it will be seen that it has been decided  
that the deeds of Surrender must be executed  
prior to further reply to the Coy. answer 55

No need to write to CA yet

Good  
2.11.27.

MB  
of

at issue etc

57 To Magadi Co.  
58 To Sutton, 2.10 (w/copies 55, 57)  
No 59 and

3/11/27

- 8 NOV 1927

20  
58

Mr. Seel  
Mr. Allen  
Mr.

X.1011G Kenya

Mr. E. J. Harding.  
Sir C. Strachey.  
Sir J. Shackburgh.  
Sir G. Grindle.  
Sir C. Dicks.  
Sir S. Wilson.  
Mr. Ormsby-Croft.  
Lord [unclear]  
Mr. [unclear]

*SS*

Downing Street,

8 November 1927

**DRAFT.**

Gentlemen,

MESSRS SPATCH OMBANEY & OLIVER.

I am directed to ack. the

receipt of your letter of the 27th of

October, and to transmit to you, for

your information, the encg. copy of a

letter which has been addressed to the

Magadi Soda Company regarding the

Company's suggestion that the execution

of Deeds of Surrender in respect of the

old leases of <sup>the</sup> ~~the~~ Company's property

in Kenya, should be dispensed with.

2. It will be observed from the

enclosed letter that the Secretary of

State has decided that the surrenders

To Magadi Soda Co.  
29th October.

To Magadi Soda Co.  
5 November.  
(Dit. herewith).

2 Drafts

in respect of this property must be executed.

3. I am also to enclose a copy of a letter addressed to the Magadi Soda Company on the 29th of October,

regarding ~~certain~~ further amendments which the Governor ~~considers should~~ be

*Kenya has suggested should*

made in the terms of the railway lease.

A further letter will be sent to you

when the reply of the Company ~~is received~~

the Governor's proposal is received.

I am, etc.

(Signed) R. A. WISEMAN.

M. Saal 3 11/10/1927

Mr. Allen

Mr.

Mr. E. J. Harding

Sir G. Strachey

Sir J. Shackelburgh

Sir G. Grenville

Sir O. Davis

Sir S. Wilson

Mr. Ormsby-Gore

Lord Lugard

Mr. Amery

THE MAGADI SODA COMPANY

DRAFT

*Copy this reg  
for use to construction  
Mr. Clarke  
10/12/27  
P. A. W.*

*Plays Sutton Ommaney 10/12/27*

Downing Street  
November 1927  
I am directed to inform you that the Governor of Kenya has now reported that he is advised that it is necessary that Deeds of Surrender of the existing leases of your property in the Colony should be executed and registered before new leases can be registered, and grants issued; that all the existing title deeds in respect of all the properties concerned must be duly stamped and registered in the Colony before Deeds of Surrender can be registered. No ad valorem duty will

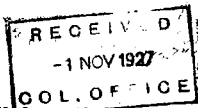
257

however, )  
will be payable on the Deeds of Surrender,  
and the maximum duty payable upon each  
such Deed will be *Twenty shillings*.

2. In the circumstances, the Secretary  
of State regrets that it will not be possible  
to accept your suggestion that the Deeds of  
Surrender should not be executed. He presumes,  
however, that in any case, the Governor's  
statement regarding the duties payable upon the  
Deeds would remove your objection to their  
being executed. It is accordingly proposed  
that these instruments shall be executed as  
soon as the Deeds of Surrender  
of the National Trust, which was referred  
to in paragraph 1 of the letter from this  
Department of the 10th October, have been  
settled between the Board and the Solicitors,  
and the question as to the amendment of the  
Railway lease, in the manner suggested in the  
letter from this Department of the 29th of  
October, has been ~~settled~~ *decided*.

I am, etc.,

(Signed) P. A. WISEMAN



56  
29

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

(Dated 1st November Received Colonial Office 11.28.a.m. 1st November, 1927.)

339 1st November.

Your telegram of 26th October.

I am advised that the legal position is as follows:- no ad valorem duty payable on deeds of surrender. Maximum duty payable thereon 20 shillings each. All existing title deeds in respect of all the properties concern'd must be duly stamped and registered in this Colony before deeds of surrender can be registered. Deeds of surrender must be executed and registered before new lease can be registered and issued. Are not two deeds of surrender necessary? In this connection see draft deed of surrender enclosed in your despatch No. 1231 dated 3rd December, 1924, and paragraph 1 of my despatch No. 410 dated 9th April, 1925.

*M. C. G.*

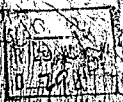
29 Nov. 1927

Ans. to

M. 5517/24  
Lyn. 20686/25

- Mr. Seel 28/12/27
- Mr. Allen 28/12/27
- Mr. Macmen 28/12/27
- Mr. E. W. Harding
- Sir C. Strachey
- Sir J. Stansburgh
- Sir G. Arnold
- Sir C. Davis
- Sir S. Wilson
- Mr. Ormsby-Gore
- Lord Lorat
- Mr. Amory

Original  
20/12/27



7 (1015/2) Kenya

20 October 1927  
Gentlemen

**DRAFT** for amon

The Nagadi Soda Coy. Ltd.

13 DEC 1927

8 NOV 1927

copy to be to 10 22

Copy to Section Chairman of District

20/12/27

I am directed to inform you that a copy of the Bill has been received from the Secretary of the Kenya Railway & Harbours Dept. and that ~~the~~ an amendment may be made to the terms of Clause (1)(b) and Clause (1)(c)(ii) of the Bill of the Nagadi Railway to the following effect:

After the words "Rate per ton for every ton carried in the tanks at the head of the line" of the Bill of the Railway the following words

to be added.

"in lots of not less than 100 tons  
it being agreed that where lots of  
less than 100 tons are carried the  
rate shall be the ordinary rate  
in force for the time being on the  
Kenya and Uganda Railway)

2. The Governor states that  
you  
the local manager of ~~your company~~  
was advised of these terms in  
July, 1926.

3. The G. & S. would be glad to  
know whether you are prepared  
to accept this amendment to the  
terms of the Railway lease. If so,  
the "orders to the Govt" will be  
issued to make the necessary  
amendment in the lease when  
satisfactorily for execution.

(Signed) R. A. WISEMAN



RECEIVED  
28 OCT 1927  
COL. OFFICE

5424

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

Dated 28th October, 1927.

Received Colonial Office 1.15 p.m. 28th October, 1927.

---

No. 332, 28th October.

116.38 My telegram of 21st September Magadi Lease(s).

General Manager of the Railway asks that if possible the following amendment may be made in railway lease clause 10 (b) after the words "rate per ton for every ton carried" add the following words "in lots not less than 10 tons (it being agreed that where lots less than 10 tons are carried rate shall be the ordinary rate in force for the time being on the Kenya Uganda Railway). Local manager of Soda Company was advised of these terms in July, 1926.

116.49 Reply to your telegram of 26th October follows.

25  
53

SUTTON, OSMANNEY & OLIVER.

V. G. OLIVER.  
H. M. OSMANNEY.

TELEGRAPHIC ADDRESS: "SUNBANKER", LONDON.

TELEPHONE: NO 1259 } LONDON WALL.  
NO 2316 }

34, GREAT WINCHESTER STREET,

LONDON, E.C.2.

RECEIVED  
28 OCT 1927.  
CE

27th October, 1927.

10110/27.

Sir,

Magadi Soda Company Limited.

We beg to acknowledge receipt of your letter of yesterday's date enclosing a copy of a letter dated 13th October 1927 from the Magadi Soda Company Limited.

In our opinion, the suggestion of the Company should not be considered.

The property in the old Magadi is vested in the old Company, and not in the Liquidator. The Liquidator's position, in a case like the present, is simply that he exercises administrative functions on behalf of the Company, taking the place of the Directors for this purpose.

Moreover the discharge of the Liquidator does not mean that the old Company is to be wound up. It is possible to revive a company which has gone into liquidation, even where the liquidation has been completed and the Liquidator discharged.

Even if the Liquidator has been discharged as the

13 DEC 1927

Copy to Gen 1022

Amnd. - 8 NOV 1927

10151

-2-

date when his execution of the Surrender is required, we do not think there is likely to be any difficulty. In effect, he is only asked to perform a purely formal act.

We have the honour to be,

Sir,

Your obedient Servant,

*Wm. L. ...*

The Under Secretary of State,  
Colonial Office,  
S.W.1.

SUTTON, OMMANNEY & OLIVER.  
S. O. OLIVER.  
H. M. OMMANNEY.

TELEGRAMS: SUTTON, OMMANNEY, LONDON.  
TELEPHONE: NO. 1282 LONDON WALL.

3 & 4, GREAT WINCHESTER STREET,  
LONDON, E.C.2.

RECEIVED  
27 OCT 1927  
COL OFFICE

26th October 1927

10110/27

Sir,

Magadi Soda Company Limited.

With further reference to your letter of 6th October 1927, we beg to hand you herewith the drafts of two Deeds of Surrender of the Company's property in Kenya being the original Port Lease and the property known as B.O. 1633/1 and 2. The latter of these documents follows a draft which accompanied your letter of 3rd June 1925, and it appears that this draft was submitted to the Magadi Company with your letter to them of 24th April 1926.

We have made a few amendments in this draft, following amendments which had already been agreed in the draft Surrender of the Lake and Railway Leases.

The Surrender of the Lake and Railway Leases has already been approved by the Magadi Company and has been engrossed for signature. We shall be glad to hear whether you desire us to follow the same course with regard to the two

27  
52

Mo 435

13 DEC 1927

copy to Col 10110/27

Deeds of Surrender referred to at the beginning of this letter, or whether you think it necessary that they should be first submitted to the Company for approval.

We have the honour to be,

Sir,

Your obedient Servants,

*Wm. S. ...*

The Under Secretary of State,

Colonial Office,

S.W.1.

KENYA COLONY AND PROTECTORATE.

THIS SURRENDER made the \_\_\_\_\_ day of \_\_\_\_\_ 192 \_\_\_\_\_ BETWEEN THE BRITISH TRUSTS ASSOCIATION LIMITED whose registered office is situate at No. 32, Bishopsgate in the City of London (hereinafter called "the Association") of the first part THE MAGADI SODA COMPANY LIMITED in liquidation whose registered office is situate at Nos. 25 & 27, Bishopsgate aforesaid (hereinafter called "the Company") acting by HERBERT EDWARD BURGESS of No. 33, Carey Street, W.C.2. in the County of London Senior Official Receiver in Companies Winding-up the Provisional Liquidator of the Company (hereinafter called "the Liquidator") of the second part and HIS MOST GRACIOUS MAJESTY KING GEORGE THE FIFTH (hereinafter referred to as "His Majesty" which expression shall where the context so admits include His Heirs and Successors) of the third part.

WHEREAS:-

- (1) This Surrender is supplemental to the following

Indentures that is to say:-

(a) An Indenture (hereinafter called "the Trust Deed") dated the 16th day of May 1919 and made between the Company of the one part and the Association of the other part being a trust deed to secure debentures to the aggregate nominal amount of £500,000 then about to be and since in part issued by the Company whereby the Company charged in favour of the Association as and by way of a floating security the whole of its undertaking and property for the time being whatsoever and wheresoever exclusive of any uncalled capital with the payment of all moneys intended to be thereby secured.

(b) An Indenture of Lease (hereinafter referred to as "the Lease") dated the 22nd day of October 1919 and made between His Majesty of the one part and the Company of the other part being a lease of ALL THAT piece or parcel of land situate at or near Kilindini on the Island of Mombasa in the Mombasa District of the Seyidie Province of the East Africa



Protectorate containing 13.65 acres or thereabouts  
 be the same more or less which said piece or parcel  
 of land is more particularly delineated and  
 described on the plan annexed to the lease and  
 thereon bordered with red for a term of 99 years  
 from the 12th day of April 1911 at the yearly rent  
 of six peppercorn if demanded

(2) The security constituted by the Trust Deed some time  
 since became enforceable and thereupon the floating charge  
 contained in the Trust Deed crystallized and became a  
 specific charge upon (inter alia) the property hereby  
 surrendered and assigned.

(3) By an Order of the High Court of Justice (Companies  
 Winding-up) made on the 8th day of April 1924 it was  
 ordered that the Company should be wound up by the Court  
 under the provisions of the Companies Consolidation  
 Act 1908 and by the same Order the Liquidator was  
 appointed Provisional Liquidator of the Company.

(4) The Association and the Company acting by the  
 Liquidator have agreed to execute such surrender and

assignment as is hereinafter contained.

N O W THIS DEED WITNESSETH that in pursuance of the said Agreement and in consideration of the premises the Association as Mortgagee and according to its estate and interest in exercise of the power in this behalf conferred by Clause 16 of the Trust Deed and of all other powers it hereunto enabling and at the request of the Company hereby surrenders and assigns and the Company acting by the Liquidator hereby surrenders and assigns unto His Majesty ALL AND SINGULAR the hereditaments and premises comprised in and devised by the Lease TO HOLD the same unto and to the use of His Majesty His Heirs and Successors from the date hereof for all the residue now unexpired of the term of 99 years created by the lease To the intent that the said term may merge and be extinguished in the freehold and inheritance of the said hereditaments and premises.

IN WITNESS etc.

KENYA COLONY AND PROTECTORATE

THE MAGADI SODA COMPANY Limited and  
Another

to

HIS MOST GRACIOUS MAJESTY KING GEORGE  
THE FIFTH.

Draft

SURRENDER.

DATED 192

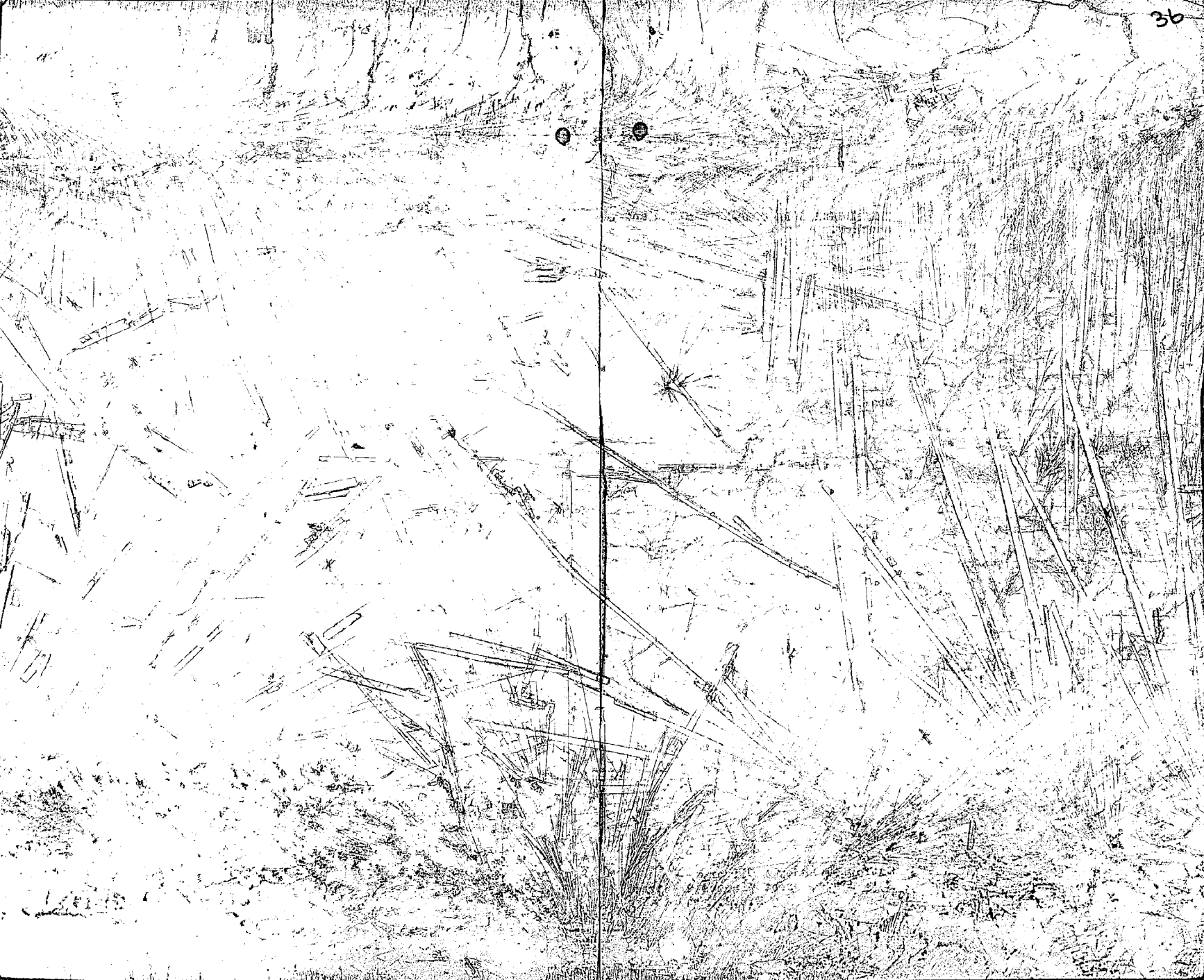
Sutton Omdanney & Oliver,  
3 & 4, Great Winchester Street,  
London, E.C. 2.

34  
ANNEXURE II.

THIS INDENTURE made the  
day of 192 BETWEEN THE BRITISH TRUSTS  
ASSOCIATION LIMITED whose registered office is situate at  
52, Bishopsgate in the City of London (hereinafter called the  
Association) of the first part THE MAGADI SODA COMPANY  
LIMITED in liquidation whose registered office is situate  
at 21 and 27 Bishopsgate aforesaid (hereinafter called the  
Company) acting by Herbert Edward Burgess of 38 Cursey  
Street W.C. 2 in the County of London Senior Official  
Receiver in Companies Winding Up the Provisional Liquidator  
of the Company (hereinafter called the Liquidator) of the  
second part and the within mentioned HIS MOST GRACIOUS  
MAJESTY KING GEORGE THE FIFTH (therein and hereinafter  
referred to as His Majesty) of the third part WHEREAS  
by an Indenture (hereinafter called the Trust Deed) dated  
the 16th day of May 1919 and made between the Company of  
the one part and the Association of the other part, being a  
trust deed to secure debentures to the aggregate nominal  
amount of £500,000 then and about to be and since in part  
issued by the Company whereby the Company charged (inter  
alia) in favour of the Association as and by way of a float-  
ing security the whole of its undertaking and property for  
the time being whatsoever and wheresoever exclusive of any  
uncalled capital with the payment of all moneys intended to  
be thereby secured AND WHEREAS the security constituted by  
the Trust Deed some time since became enforceable and  
thereupon the floating charge contained in the Trust Deed  
crystallised and became a specific charge upon (inter alia)  
the hereditaments and premises comprised in and demise by  
the within written Indenture of Lease AND WHEREAS by an  
Order of the High Court of Justice (Companies Winding Up)

made on the 8th day of April 1924 it was ordered that the Company should be wound up by the Court under the provisions of the Companies (Consolidation) Act 1908 and by the same order the liquidator was appointed Provisional Liquidator to the Company AND WHEREAS the Association and the Company acting by the liquidator have agreed to execute such surrender and assignment as is hereinafter contained to the intent that His Majesty may grant to the Company or its successors and assigns a new lease of a portion of the piece or parcel of land within described and demised N O T THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the premises the Association as Mortgagee and according to its estate and interest in exercise of the power in this behalf conferred by Clause 16 of the Trust Deed and of all other powers it herunto enabling and at the request of the Company hereby surrenders and assigns and the Company acting by the Liquidator hereby surrenders and assigns unto His Majesty ALL AND SINGULAR the hereditaments and premises comprised in and demised by the within written Indenture of Lease TO HOLD the same unto and to the use of His Majesty his heirs and successors from the date hereof for all the residus now unexpired of the term of 99 years created by the said Lease to the intent that the said term may merge and be extinguished in the freehold and inheritance of the said hereditaments and premises And to the further intent that His Majesty may forthwith grant such new lease as aforesaid.

IN WITNESS etc.



DATED

192

KENYA COLONY AND PROTECTORATE.

THE MAGADI SOVA COMPANY LIMITED and  
another.

to

THE MOST GRACIOUS MAJESTY KING GEORGE  
THE FIFTH.

Draft

SURRENDER

(to be endorsed on Lease dated

Sutton Ommanney & Oliver,  
3 & 4, Great Winchester Street,  
E.C.2.

Mr. Seal 25.7.27  
Mr. Burke 25  
Mr. Wiseman 26/3

- Mr. E. J. Harding.
- Sir C. Strachey.
- Sir J. Shuckburgh.
- Sir G. Grindley.
- Sir C. Davis.
- Sir S. Wilson.
- Mr. Ormsby-Gore.
- Lord Lovat.
- Mr. Amery.

C. D.
R. 20/CI
764

Award no 53

X101107 Kenya

GC 20

26 October 1927

**DRAFT.**

Messrs. Sutton, Osman & Co  
and Oliver.

Gentlemen

With reference to  
the letter from this Dept.  
of the 6<sup>th</sup> of October I  
am directed to inform you

the accompanying copies  
of a letter which has  
been received from  
the Nagadi Soda Company

regarding a suggestion  
in which the suggestion is  
which the company have

now made that in view  
of the approaching discharge  
of the liquidator of the

(43) DEC 1927

copy to Gen 1022

Don Nagadi Coy. Boer (43)  
to Gen Kenya (let) dth.

Sigs

Recive quickly

former Pagadi Soda  
 Company the execution of  
 the leases of the company's  
 property in Kenya should  
 be delayed in order to  
 avoid the necessity of  
 executing deeds of Surrender  
 by the former Company.

2. The Company's  
 suggestion has been referred  
 to the Gov<sup>r</sup> of  
 Kenya, in a let. of which  
 a copy is enclosed, further  
 views on the question  
 whether the execution  
 of deeds of surrender  
 by the former Company should  
 be insisted on. Pending  
 the receipt of the Governor's  
 reply the S. J. S. would  
 be glad to be furnished with

- Mr.
- Mr.
- Mr.
- Mr. E. J. Harding
- Sir C. Strachey
- Sir J. Shackburgh
- Sir G. Grindle
- Sir C. Davis
- Sir S. Wilson
- Mr. Ormsby-Gore
- Mr. Lovat
- Mr. Amory

DRAFT

3/2

with any form which you  
 may have to fill on the  
 Company's behalf

Yours etc  
 (Sd) E. J. Harding



Mr. Seal 25/10/19  
Mr. Burge  
Mr. Woreman 26/10

- Mr. E. J. Harting
- Sir O. Strachey
- Sir J. Shuckburgh
- Sir G. Grindle
- Sir C. Davis
- Sir S. Wilson
- Mr. Ormsby Gore
- Lord Lugard
- Mr. Amery

X 10110/19 Kenya

26 October

Gentlemen

DRAFT.

The Nagadi Soda Coy. Ltd.

50/10/19 - this one for copy

I am directed to ack. the receipt of your letter of the 13. 8 October, & to inform you that he is in communication by telegram with Mr. G. O. Kenya regarding your suggestion that the enclosure of the lease of 7 acres ~~of~~ property in Kenya should be delayed until the former Nagadi Soda Company has been dissolved, so as to avoid the necessity for deeds of surrender of

document. In the case  
they suggest that execution  
of new leases be delayed  
slightly until old Company  
dissolved so as to avoid  
necessity of ~~executing~~  
Surrenders. They  
have in mind question  
of consistency as to ad valorem  
stamp duties which would  
be payable on the surrenders  
and which they submit would  
be an undue burden on  
the new Company.

Telegraph as soon as  
possible whether  
Shall be glad if you  
will after consulting your  
legal advisers telegraph as  
soon as possible whether  
execution of deeds of  
Surrender before liquidation

Old

- Mr.
- Mr.
- Mr.
- Mr. E. J. Harding
- Sir C. Strachey
- Sir J. Shackleton
- Mr. G. Grindell
- Sir C. Davis
- Sir S. Wilson
- Mr. Ormsby-Chene
- Lord Lovat
- Mr. Amery

DRAFT.

of old Company in winding  
up should be assisted in  
You will appreciate that  
after discharge of liquidator  
there will be no more of a  
position of separate  
Surrender

Secy.



Surrender, we are willing to proceed at once with the necessary document, but if, as we understand will be the case, the full ad valorem duty of 2% will be claimed, it will throw a considerable burden upon the new Company, which, we submit, is not justified.

Yours faithfully,

for The Magadi Soda Company Limited,

*quibate*

47

- Mr. Seal 107/3
- Mr. [unclear]
- Mr. [unclear]
- Mr. E. J. Harling
- Sir C. Blachney
- Sir J. Bluckburgh
- Sir G. Criddle
- Sir G. Davis
- Sir B. Wilson
- Mr. Ormsby-Gore
- Lord Lovat
- Mr. Amerij

X 107/3(1) Kenya

13 Oct 1917

O. D.
R. I. J. C. T.
D. 12

Dear Mr. Oliver

Nancy has a letter for your letter of the 7<sup>th</sup> of October. (I joined) we had been filed on the 12<sup>th</sup> of Oct. Please already bears the number 24828. In the circumstances, ~~no further~~ <sup>attention</sup> at all seems ~~follow~~ necessary, before the leaves are compiled.

for my signature

Draft 1.

E. G. Oliver Esq

Yours sincerely

(Sgd) J. A. Seal

SUTTON, CUMMANNEY & OLIVER,

H. G. Oliver  
M. M. Cumanney

TELEGRAPHIC ADDRESS: CUMMANNEY, LONDON

TELEPHONE NO. 1289 } LONDON WALL  
NO. 9318 }

3 & 4, GREAT WINCHESTER STREET,

LONDON, E.C.2.

45  
46

XCA

RECEIVED  
10 OCT 1927  
COL. OFFICE

7th October, 1927

10110/27.

Dear Mr. Seel,

re Magadi Soda Company Limited.

No 42

19 OCT 1927

Ans.

In reply to your letter of 6th instant I have referred to the papers and find that the plan on the Port Lease, which accompanied the official letter of 4th July 1927, bears the number 24328 and not 23888. The matter seems, therefore, to be in order.

I cannot find any reference to No. 23888 either on this plan or any other documents in our possession.

I hope this correctly answers your question.

Believe me to be,

Yours sincerely,

G. F. Seel Esq.,  
Colonial Office,  
Downing Street, S.W.1.

Mr. Seal 4.10.27

Mr. Bushe

Mr. Wiseman

Mr. Bottomley

Mr. E. J. Murphy

Sir C. Strachey

Sir J. Shuckburgh

Sir G. Grindle

Sir C. Davis

Sir S. Wilson

Mr. Ormsby-Gore

Lord Lovat

Mr. Amery

(FOR CONSON.)

4 DRAFT.s

THE CROWN AGENTS  
FOR THE COLONIES.

Copy to Sutton, Ommanney & Oliver - 6 OCT 1927 (37)

Downing Street,

6 October, 1927.

Gentlemen,

With reference to the letter from this Department of the 12th of September, I am directed to transmit to you the accompanying copy of correspondence with the Magadi Soda Company, together with a letter which has been addressed to Messrs. Sutton, Ommanney and Oliver, on the subject of the Leases of the Magadi Soda Company's property in Kenya.

2. It will be observed from the

enclosed correspondence that certain further amendments are to be made to the Lake Lease on the suggestion of the Governor of Kenya, and that, subject to the incorporation of these amendments, and to the alteration of a number of clauses in the former Magadi Soda Company's Leases, the Solicitors have been authorised to

prepare

To Magadi Soda Co. 28 Sept.  
From -do- 29 (draft hwth) 6 OCT 1927  
To -do- (draft hwth) 6 OCT 1927  
To Sutton, Ommanney & Oliver (draft hwth) 6 OCT 1927

*Handwritten initials*



prepare the engrossments of the instruments necessary for the grant of the new Leases. It will also be seen that it is necessary to prepare a further Deed of Surrender of the former Magadi Soda Company's property at Shimenzi, and that Messrs. Sutton, Ommanney and Oliver have been requested to prepare a Deed accordingly, and submit it for approval of the Magadi Soda Company. When the terms of this Deed have been settled you will be requested to instruct Messrs. Sutton, Ommanney and Oliver to proceed with the execution of the instruments.

I am, etc.

(Signed) W. A. WISEMAN.

*When the preparations for the execution of the leases are complete. Authority will then be conveyed to you for the formal execution of the three leases with the Magadi Soda Company.*

K. 10110/27 Kenya.

43

- Mr. Sefton
- Mr. Budge
- Mr. Wiseman
- Mr. Pollock
- Mr. G. Strachey
- Sir J. Shuckburgh
- Sir G. Grivalo
- Sir C. Davis
- Sir S. Wilson
- Mr. Ormsby-Gore
- Lord Lovat
- Mr. Amery

(FOR CONSON.)  
4 DRAFTS

MESSRS. SUTTON, OMMANNEY & OLIVER.

Copy to C.A. - 6 OCT 1927  
" Sec 10 22 - 13 DEC 1927

*Answered  
Ad. with  
no. 446 No. 52*

Downing Street,  
6 October, 1927.

Gentlemen,  
With reference to the letter from this Department of the 4th of July, I am directed to transmit to you the accompanying copies of further correspondence with the Magadi Soda Company regarding certain additional amendments to the draft Lease of the Company's property at Lake Magadi in Kenya which have been suggested by the Governor of that Colony. It will be seen from this correspondence that the Company has agreed to accept the suggested amendments, and I am accordingly to request you to embody them in the Lake Lease when prepared for engrossment.

In the telegram suggesting these amendments the Governor has also

RE: Magadi Soda Co. 29 Sept  
FROM: Mr. G. - 29 Sept  
TO: Mr. G. - (Draft Lease) - 6 OCT 1927  
Do. C.A. 20 OCT 1927

referred



referred to the necessity for the Deeds of Surrender of the main interests of the former Magadi Soda Company to be completed before the execution of the new Leases. In this connection I am to refer to the draft Deed of Surrender of the premises demised to the former Company by the original Lease and Railway Contract of April, 1911. I required that copies of this Deed were forwarded to this Department with your letter of the 23 of January, 1925. It is presumed that you are in a position to proceed with the engrossment of this Deed of Surrender, but it would appear that, owing to an oversight, no instructions have yet been communicated to you with regard to the preparation of a Deed of Surrender in respect of the lease of land for the Mimerzi Pier and Depot Works at Kilindini in pursuance of paragraph 4(b) of the letter from this Department No. 20086/25 of the 1st of June, 1925. The property in question is that demised in the Lease granted locally to the former Magadi Soda Company on the 22nd of October, 1919, a copy of which was sent to you in the letter from this Department No. 24481/25 of the 3rd of

35687/25

Similarly, it is <sup>ass</sup>umed that the deed of Surrender of the Company's property in Kenya known as L.O. 1833/1 and 2 ~~will~~ <sup>is</sup> ~~not~~ <sup>being</sup> ~~executed~~ <sup>executed</sup>. This deed of Surrender is referred to in para 3(c) of the letter of the Magadi Soda Company of the 24<sup>th</sup> of April, 1926, a copy of which was sent to you on the 3<sup>rd</sup> of June, 1926.

- Mr. H. J. Harding
- Sir C. Strachey
- Sir J. Shackleton
- Sir G. Grindle
- Sir C. Davis
- Sir S. Wilson
- Mr. Crossby-Gore
- Lord Locat
- Mr. Amery

DRAFT.

July 1925 and I am to request that you will now draft and settle with the Magadi Soda Coy. as soon as possible a deed of Surrender of this property

3. In the meantime there would appear to be no reason for further delay in preparing the engrossments of the Deeds of Surrender of the Lake and Railway Property, and of the property L.O. 1833/1 and 2, and of the leases of the <sup>also</sup> the engrossments of the new Lake, Railway and Port leases and I am to request that if you concur ~~in~~ <sup>with</sup> the view you will proceed accordingly with the engrossment of these

Instruments. As soon as the  
 terms of the deed of Surrender  
 of the Shikani property have  
 been settled with the Nagadi  
 Soda Company, that the  
 engrossment of that deed may  
 also be prepared, and upon  
 receiving from you that all  
 the necessary preparations for  
 the execution of the leases have  
 been completed, the S.P. will  
 authorise the C.A. for the  
 execution thereof, and to  
 forward the Court orders  
 to the Govt. Kenya in view  
 to the issue of grants / printed  
 on pages 1 and 2 of the present  
 drafts of the leases. In this  
 connection, it should be borne  
 in mind that all the existing

- Mr.
- Mr.
- Mr.
- Mr. E. J. Harding.
- Sir C. Strachey.
- Sir J. Duckworth.
- Sir G. Grenville.
- Sir C. Davis.
- Sir S. Wilson.
- Mr. Ormsby-Gore.
- Lord Local.
- Mr. ...

D A T

Title deeds of the Company's  
 property in Kenya will  
 be required in the Colony  
 for cancellation before  
 the new grants are issued.  
 4. Printed copies of  
 the leases to be  
 from collection of  
 the Govt. Kenya  
 and for transmission to the  
 Govt.

5. A copy of this letter  
 is being sent to the C.A.  
 for the Mts. for their info.  
 a letter of which a copy  
 is enclosed. You also to  
 enclose a copy of the letter  
 which is being sent to the  
 Nagadi Soda Company.

50  
42

Mr. Seel (10/27)

Mr. Buske  
Mr. Wickham  
Mr. Gifford

S.c. for Mr. Seel's signature.

Mr. E. J. Harding

Sir C. Strachey

Sir J. Shuckburgh

Sir G. Grindley

Sir C. Davis

Sir S. Wilson

Mr. Ormsby-Gore

Lord Lovat

Mr. Amery

*Mr. Carson*

4 DRAFTs

E.G. OLIVER, ESQ.

(No 28)

*32*  
*Book no. 46*  
*on it*

Downing Street,

6 October, 1927.

Dear Mr. Oliver,

In a telegram addressed to the S. of S. regarding the Magadi Soda Company's Leases, the Governor of Kenya

remarks that the Deed Plan to be attached to the Port Lease should be numbered 24328, and not 23888. The Deed Plan in question was sent to you in an official letter dated the 4th of July, 1927, and no copy is on record in the C.O. In the absence of a copy we have not been able to discover the precise significance of the Governor's remark in this connection, but it is possible that the Deed Plan which is now in your possession bears the number 23888, which should be altered to 24328. I should be grateful if you

would

*4 Ms*

would ~~likely~~ have the ~~plan~~ examined ~~and see~~  
if this is the case, and if so, make the  
necessary alteration. I ought to add that the  
passage in the ~~telegram~~ <sup>Coded</sup> telegram representing the  
number 23888 is slightly corrupt, and one of the  
digits in that number may have been incorrectly  
transmitted.

If you cannot trace the number 23888,  
or anything approaching it, on the Deed Plan, it  
would appear that there is no need to take any  
further action at this end on the Governor's  
suggestion, as the Deed Plan is not referred to  
by number in Clause 2 of the Port Lease. It may  
be that the ~~no.~~ <sup>no.</sup> 24328 should be inserted in the  
space at the top of page <sup>2</sup> in the form of local  
grant printed on pages 1 and 2 of the draft Port  
Lease, but this is a matter which can be dealt with  
locally before the grant is issued by the Governor,  
and we could explain this <sup>could be explained</sup> to the Governor in sending  
out the completed Leases.

Perhaps, you would let me know whether you  
are able to identify the number 23888 on the Deed  
Plan in your custody.

Yours sincerely,

(Signed) G. F. Seele

(384) G. F. Seele

X.10110/27 Kenya.

51

- Mr. Seele 4/10/27
- Mr. Bush
- Mr. Wiseman 5/10
- Mr. Bottomley
- Mr. E. J. Harding
- Sir C. Strachey
- Sir J. Shackburgh
- Sir G. Grindle
- Sir C. Davis
- Sir S. Wilson
- Mr. Ormsby Gore
- Lord Lovat
- Mr. Amery

(FOR CONSON.)

4 DRAFTS

THE SECRETARY,  
THE MAGADI SODA CO. LTD.

*Amey*  
*no. 48*

Downing Street,  
6 October 1927.

Sir,

I am directed to acknowledge the receipt of your letter of the 28th of Sept., from which it is noted that you have no objection to the incorporation in the Lake Lease of the amendments indicated in the letter from this Department of the 21st of Sept., and to inform you that the Solicitors to the Government are now being authorised to proceed with the engrossment of the various instruments which require to be executed in connection with the grant of Leases of your property in Kenya.

2. It has, however, been brought to the notice of the S. of S. that no steps have yet been taken for the preparation of the Deed of Surrender of the property devised to the former

*Copy to C. A. for the Hon. Mr. Amery & Oliver - 6 OCT 1927*  
*13 DEC 1927*

Magadi

Magedi Soda Company in the Lease granted to that Company locally on the 22nd of Oct. 1919. A copy of the Lease in question was sent to you in the letter from this Department No. 24481/25 of the 3rd of July, 1925. As it will be necessary for the surrender of the main interests of the former Company to be completed before the new Leases of your property can be executed, Messrs. Sutton, Ommamney and Oliver are being requested to ~~prepare immediately~~ *draft and settle with you as soon as possible a draft Deed of Surrender of the Shimanzi property on the lines of the existing Deed of Surrender of the property demised by the original Lease and Railway Contract of April, 1911. The Solicitors are being requested to furnish a copy of this new Deed of Surrender to you as soon as possible for your approval, and as soon as the terms of this Deed have been settled, the Crown Agents will be authorised to proceed with the execution of all the necessary instruments. The new Leases will then be communicated to the Governor of Kenya with a view to the issue of grants in the forms printed on pages 1 and 2 of the present draft Leases.*

I am, etc.

(Signed) R. A. WISEMAN

3. Upon learning from the S.D. Directors to the Govt. that the necessary preliminaries for the execution of the leases have been completed, the S.D. will authorise the Crown Agents for the Colonies to execute these forthwith, and forward them to the Govt.

- Mr. Clegg
- Mr. Allen
- Mr. Bruce
- Mr. C. Strachey
- Sir J. Shuckburgh
- Sir G. Grindle
- Sir C. Davis
- Sir S. Wilson
- Mr. Ormsby-Gore
- Lord Lovat
- Mr. Amery

**DRAFT.** for contract

The Secretary,  
Magedi Soda Company

OCT 1927

Copy to C.A.  
Sutton, Ommamney & Oliver  
10.22.13  
13.12.27

(This is for the S.D.)

39

28 Sept. 1927

Sir,  
With reference to the letter from this Dept. of the 12th of September (I am directed to inform you that a telegram has now been received from the Governor of Kenya in which he suggests the following amendments in the draft deed of Surrender of the Soda Lease -

(The copy of the draft deed of Surrender of the Soda Lease is attached to this letter.)



South A37  
G. III C & D  
need South A37  
G. III and

Page 5, line 2. For  
South A37 and South A37  
1. 1. and B M. 1 a and b

Page 5, line 1. The  
reports that  
figure of 678 acres is  
correct, and that a  
approximation is  
64 acres. He states  
an exact computation  
not be made at present  
inadequate data,  
writes reference in  
this connection to  
Case 5 (XXIV) (A), in  
the substitution of  
new land when the

It may be noted also that  
the figure is qualified by  
the words more or less  
Mr.  
Mr.

- Mr. E. J. Harding.
- Sir C. Strachey.
- Sir J. Shuckburgh.
- Sir G. Grindale.
- Sir C. Davis.
- Sir G. H. G. G.
- Mr. Ormsby-Gore.
- Lord Lovat.
- Mr. Amey.

DRA C.

(The words to be  
in both cases).

necessary survey has  
been completed & should  
the figure 1,364 acres  
be adopted, it would  
be necessary also to alter  
the figure 222,788 acres  
in line 3 of page 5  
to 222,474 acres

(c) The ... suggest  
the address at the  
end of Case 5 (XXIV) (C)  
of the words  
and of and ...  
the words to be  
in both cases).

The J. of S. would be  
glad to learn at your  
earliest convenience whether  
your Company is prepared  
to agree to the conditions  
set out above ...  
add to the ...

*W. C. Bottomley*  
*any amount*

(Signed) W. C. BOTTOMLEY.

00

No. 38 on X/10110/27

The different points are listed on the telegram in red ink:

- 2 -
- (a) }  
 (b) } These are purely formal points, and  
 (c) } only require putting to the Company
- (d) The original draft lease on 334/26 gave this area as 18 square miles. The more detailed form, 11,678 acres, first appeared in Enlosure "B" to Govt. despatch on 20886/25 and was adopted in the revised draft on 2997/26 (Top of page 5). The alteration was proposed as of no great importance, in view of the qualifying phrase "more or less" and of the provision, referred to by the Governor, in Clause 5 (xxiv)(A) for more accurate delimitation.
- apparently
- (e) This is for the first time, & it seems rather late to suggest this comparatively important alteration. I suppose we must put it to the Company, though it can only require if they prefer to accept it.

to the Clerk have failed  
 to find an earlier  
 reference to it



(f) The deed plan, which was enclosed with Messrs. Magintosh of Ottawa, No. 27 (No. 27 on 10/0/25) was forwarded to the Company in an letter of March 10<sup>th</sup> (No. 5) <sup>and</sup> was apparently returned by them with their letter of 24<sup>th</sup> April (Para 4.) As ~~document~~ in Mr. Sains absence, it cannot be traced here. The re-numbering, however, seems immaterial as, where the plan is referred to in Clause 2 of the Schedule to the Post Lease, there is no reference to any number. As regards surrender, the Governor, in para: 6 (top of page 5) of his despatch of 17<sup>th</sup> December, 1925, No. 339 (2) said that the signature to the new deeds should be of even date with the surrender of the old leases, and we passed this on to the Company in para: 3 (C) (top of page 4) of our letter of 24<sup>th</sup> April on 2997/26. In reply (F) of their letter of 18<sup>th</sup> of August, No. 27 on 4255/26) the Company asked whether formal surrenders could be dispensed with, but this proposal was turned down in para: 7 of our reply (No. 3) on

4255/26)

55

(g) The Company were informed in their letter in (C) (top of page 4) of an letter of 24<sup>th</sup> April 1926 (2997/26).

TELEGRAMS: MAGADI, NORTHWICH.  
TELEPHONE: NORTHWICH.

WORKS: MAGADI, KENYA COLONY.  
KILINDINI

*Ans? Handwritten No 15  
Wed. 10/9/17*

# The Magadi Soda Company Limited.

Sir John Brunner, Bt  
THE ROYAL SOCIETY OF FRIENDS OF THE COLONIES (CHAIRMAN)

*Winnington.*

*Northwich.*

ENGLAND.

APPOINTED COLLEGE.

B. B. HOUSTON.

H. F. MARRIOTT.

J. G. NICHOLSON.

SIR E. K. ALLEN, C.B.E.

D. MARSH.

LT. COL. G. P. POLLITT, D.S.O.

OUR REFERENCE

YOUR REFERENCE

A. R. Gregory.

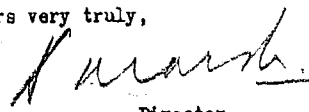
Dear ~~Mr~~ Bottomley,

I am obliged for your letter of September 12th addressed to the Secretary of this Company, and thank you for telegraphing the Governor of Kenya with regard to the final revised drafts of the Leases.

My reason for asking the Secretary to worry you was that at our last Board Meeting I was optimistic enough to predict that the engrossments would be ready for sealing at our next Board Meeting. This Meeting takes place on September 29th, and naturally I am somewhat anxious to justify my optimism.

Our General Manager, Mr Gill, is now in London on leave from the Lake, and if there is any point of local interest which you would care to discuss with him, he and I will be pleased to call and see you.

Yours very truly,



Director.

W. G. Bottomley, Esq., C.M.G.,  
Colonial Office,  
London, S.W.1.

Mr. Seel 12.7  
Mr. Allen  
Mr.  
Mr. E. J. Harding.  
Sir C. Strachey.  
Shuckburgh.  
Sir G. Grindle.  
Sir C. Davis.  
Sir S. Wilson.  
Mr. Ormsby-Gore.  
Lord Lovat.  
Mr. Amery.

37

X10110 (27) Kenya



12 Sept. 1927

Gentlemen

With reference to the

DRAFT.

C.A.

(29)

letter from the Dept.  
No 10110/27 of the 4<sup>th</sup> of  
July. I am etc to inform  
you that the Nagadi Soda  
Co. have now enquired  
whether the enclosures  
of the leases of their property  
in Kenya (the ...)

30/11  
for answer

(Can)

can be sent to them in  
the course of the present  
week with a view to their  
being placed before the  
Directors of the Company, for  
sealing, at the end of  
this month.

2. The reply of the  
Gov<sup>t</sup> of Kenya to the  
despatch, of which a copy  
was enclosed with the  
letter under reference,  
has not yet been received,  
and the S. of S. has accordingly

Mr.

Mr.

Mr.

Mr. E. J. Harding.

Sir C. Strachey.

~~Mr. G. Grindle.~~  
Shuckburgh.

Sir G. Grindle.

Sir C. Davis.

Sir S. Wilson.

Mr. Ormsby-Gore.

Lord Lovat.

Mr. Amery.

DRAFT.

enquired of the Gov<sup>t</sup> by  
telegram whether he has  
any objections to offer on the  
terms of the draft leases.  
In the event of <sup>the Gov<sup>t</sup>'s</sup> reply  
being in the negative,  
the S. of S. proposes to ask  
you to instruct the  
~~British~~ Messrs. Sutton,  
Ormanney and Oliver  
to arrange for the engrossment  
and execution of the  
leases without delay. (3)

3. In the meantime I  
am to request you to  
communicate to Messrs Sutton,  
Thamesway and Oliver  
the following minor corrections  
which should be made in  
the leases:-

Lake Lease

Page 4. In the marginal note to Clause 1(E),  
insert in verted commas before  
the words Soda Foods.  
In Clause 1.(E)(iii) "Crystae" should  
read "Crystals".

All Leases

On pages 1 and 3 the address  
of the Registered Office of the

Mr.  
Mr.  
Mr.

Mr. D. J. Harding

Mr. J. J. J. J.

Mr. R. R. R. R.

Mr. G. G. G. G.

Mr. D.

Mr. P.

Mr. O.

Mr. L.

Mr. M.

Mr. N.

Mr. O.

Mr. P.

Mr. Q.

Mr. R.

Mr. S.

Mr. T.

Mr. U.

Mr. V.

Mr. W.

Mr. X.

Mr. Y.

Mr. Z.

Mr. A.

Mr. B.

Mr. C.

Mr. D.

Mr. E.

**DRAFT**

New Soda Company

50/64 Broadway

London

W.C.2

England

(Signed)

- Mr. Steel 12/17
- Mr. Allen 12/17
- Mr.
- Mr. E. J. Harding.
- Sir O. Strachey.
- Mr. Shuckburgh.
- Sir G. Grindle.
- Sir C. Davis.
- Sir S. Wilson.
- Mr. Ormsby-Gore.
- Lord Lovat.
- Mr. Amery.

Kilohoi, Kenya

J. H. W.

12 September 1927

Sir

I am glad to acknowledge the receipt of your letter of the 9<sup>th</sup> of September and to inform you that the Governor of Kenya has not yet reported whether after examination of the final revised drafts

DRAFT.

for comment

The Secretary  
Nagadi Soda Coy.

3/26

of the leases of your Company's  
prosperity in Kenya, he wishes  
to offer every further advice. Upon  
terms of the  
the drafts

2. A telegram has, however,  
now been sent to him asking  
for a reply to state by  
telegram whether he has any  
advice to offer, on the drafts,  
and in the event of his reply  
being in the negative, instructions will be communicated  
to the Solicitors to the Gov<sup>t</sup>. to take  
steps for the immediate enforcement  
of and execution of the leases.

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

DRAFT.

33

67  
embodies the further  
view or corrections indicated  
in red ink in the  
enclosure to the letter  
of the 4<sup>th</sup> of August

Janet

(Signed) W. C. BOTTOMLEY.

NOTE ON THE LATEST DRAFT MAGADI LEASES.

(15.6.27.)

Lake Lease.

Page 4

*in the marginal note to clause 11 and insert words  
"Soda Soda"  
"Soda Soda" (E) inserted should read "Soda Soda"*

Railway Lease.

Page 18.

In the marginal note to Clause 18 "sooner" should be "sooner".

Port Lease.

Page 2.

On line 3, "Lands Surveys Office" should be "Land Surveys Office" (as in the other two leases).

Page 8.

Clause 6 (ii) (D). The proviso has "wharf pier, jetty or quay" on the 3rd line and "wharf, jetty or quay" on the 5th line. In the memorandum submitted in by the Magadi Soda Company the word "pier" is included both times, and the lease should be amended accordingly.

*On pages 1 and 3 of each of the draft leases the address of the registered office of the Magadi Soda Company Limited should be altered to read "Broadway Building, 50/64 Broadway in the City of Westminster"*



Shell oil Co. of East Africa

(oil installation  
re. ... company) ~~to~~ ~~the~~

... on the

... demanding that the

... additional

... ( )

... Government

... Shell oil Co.

... Government

... kind is brought

... copy of this ...  
... to the Act. Gov. of Kenya.

I am  
etc

(Signed) W. C. BOITOMLEY.

used

TELEPHONE: VICTORIA 9650.  
TELEGRAMS: SODAGADI, SOWEST, LONDON.  
CABLES: SODAGADI, LONDON.

WORKS.—MAGADI, KENTA COLONY,  
KILINDINI

15 3

# The Magadi Soda Company Limited.

DIRECTORS—  
SIR JOHN BRUNNER, BT. (CHAIRMAN)  
SIR G. OTTEN, C.B.E.  
A. H. HAY,  
B. H. HOUSTON,  
H. F. HARRIOTT,  
D. MARSH,  
J. G. NICHOLSON,  
LT.-COL. G. P. POLLITT, D.S.O.

RECEIVED  
19 JUL 1927  
GOL. OFFICE

House,  
Buckingham Gate,  
London, S.W.1,  
ENGLAND.

OUR REFERENCE  
YOUR REFERENCE

3

18th July 1927.

The Under Secretary of State,  
Colonial Office,  
London. S.W.1.

Sir,

With further reference to paragraph 4 of your letter to Northwich of the 22nd March last, we write to advise you that it has now become necessary for an additional pipe line to be erected between the property of the Shell Co. of East Africa Ltd., and our property at Shimanzi to conduct steam from the Shell Company's plant to our installation, for the purpose of treating the oil in our settling tank. In these circumstances we trust that, as in the case of the 4" oil pipe line, the erection of this steam pipe will not be regarded as a breach of the Covenants in the Port Lease, and we should be glad to have an intimation from you to this effect.

Yours faithfully,  
For THE MAGADI SODA COMPANY, LTD.

(A. E. Gawler)

SECRETARY

*M. 9*  
*copy to Sir (back)*  
*Ans'd 26 JUL 1927*

TELEPHONE: VICTORIA 9650.  
TELEGRAMS: SODAGADI, SOWEST, LONDON.  
CABLES: SODAGADI, LONDON.

RECEIVED  
9 JUL 1927  
COL OFFICE

WORKS - MAGADI, KENYA COLONY  
KILINDINI

60

# The Magadi Soda Company Limited.

DIRECTORS:-  
SIR JOHN BURNER, BT. (CHAIRMAN)  
SIR E. A. ALLEN, C.B.E.  
A. R. GREGORY.  
B. F. JUSTON.  
H. F. HARRIOTT.  
D. MARSH.  
J. G. NICHOLSON.  
LT.-COL. G. P. POLLITT, D.S.O.

Nobel House,  
Buckingham Gate,  
London, S.W.1.  
ENGLAND.

OUR REFERENCE  
YOUR REFERENCE 10110/27

27th July 1927.

The Under Secretary of State,  
Colonial Office,  
London. S.W.1.

Sir,

We have to acknowledge with thanks receipt of your letter of the 4th instant, enclosing 2 copies of each of the Revised proofs of the Draft Leases of our property in Kenya.

These have our attention and we shall be communicating with you further in due course.

Yours faithfully,  
For THE MAGADI SODA COMPANY, LTD.

*[Signature]*  
\_\_\_\_\_  
(A. E. GAWLEY) SECRETARY.

*attach*  
*AK*  
*9-7-27*  
*at once*

Mr. Seal  
Mr. Allen

Downing Street,

~~June 1927~~

4 JUL 1927

- Mr. E. J. Harango
- Sir C. Brenchley
- Sir J. Shackleton
- Sir E. Grindle
- Sir G. Davis
- Sir S. Wilson
- Mr. Ormsby-Gore
- Earl of Clarendon
- Mr. Amery

Gentlemen,

With reference to the letter from this Dept. of the 10th of March 1927, I am etc. to transmit to you, for your information, the accompanying copy of a despatch which has been sent to

**DRAFT.**

The O.As. for the Colonies.

the Acting Governor of Kenya on the subject of the Leases to be granted to the Magadi Soda Co. of their property in Kenya

the final revised proofs of the Leases are also enclosed, together with

a copy of the note showing certain

Further amendments to be made to the

Leases.

2. I am to explain that the negotiations with the Magadi Soda Co. regarding the preparation of these draft Leases have been conducted by this Dept. and, as will be seen from the enclosed

3 Draft Leases (one copy each) with R.E.A.

Note (Hassid redacted)

To A/Gov. (dft. h'th.)

5 JUL 1927

To Messrs. S.O.S.O. (dft. h'th.)

13 JUL 1927

(2 drafts)

288

enclosed despatch, however, the negotiations are now approaching completion, and

Subject to the agreement of the Coy. and of the Govt. of Kenya to the Leases in their present form, Mr. Amery proposes to

request you to take the necessary steps for the execution of the Leases, and a

separately  
separately, communication will be addressed to you. The necessary steps of the Colonial Govt. have been received.

3. A copy of a letter which is being addressed to Messrs. Gurnamney and Oliver in connection with the Leases is also enclosed for your information.

etc.

(Signed) H. T. ALLEN.

Mr. Seel 29/6/27  
Mr. Allen 30/6/27

- Mr. E. J. Harding
- Sir O. Strachey
- Sir J. Shackleton
- Sir G. Grigg
- Sir C. Davis
- Mr. S. Wilson
- Mr. Ormsby-Gore
- Earl of Clarendon
- Mr. Amery

Darwin Street,

June, 1927.

4 JUL 1927

Gentlemen,

I am etc. to acknowledge the receipt of your letter of the 17th of June transmitting six prints each of the final revised proofs of the Leases of the Magadi Soda Coy's property in Kenya.

2. Copies of these proofs have now been sent to the Magadi Soda Coy. and to the Govt. of Kenya

for examination, together with a copy of the enclosed note showing certain corrections required in minor amendments which should be made in the Leases.

3. I am also to enclose three deed plans, marked A, B, and C, respectively, to be attached to the Lake Lease, the Railway Lease and the Port Lease when the latter are prepared for completion.

**DRAFT.**

Messrs. Sutton, Gurnamney & Oliver.

COPY TO A 4 JUL 1927

3 Draft Leases (as above)

Note (2. h th.) *Passed red with*

3 Deed Plans (in orig.) in envelope above No.15 on file.

(4 drafts)

On

4. On the receipt of the observations of the Magadi Soda Coy. and of the Govt. of Kenya on the <sup>revised</sup> ~~final~~ proofs of the Leases, Mr. Amery proposes to request the C.As. to communicate with you with a view to the necessary steps being taken for the completion of the Leases between the Coy. and the C.As.

I am, etc.,

(signed) H. T. ALLEN

KL10110/1927

Mr. Seal 29/6/27

Mr. Allen 30/6/27

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



**DRAFT.**

The Secretary  
Magadi Soda Coy. Ltd.

B Draft Leases (Albion Beach)  
with 1000

Note on the Leases offered  
and within 7 weeks

(2 Drafts)

Downing Street,

14 JUN 1927

Sir,

With reference to the letter from this Dept. of the 16th of May, I am etc. to transmit to you two copies each of the final revised proofs of the Draft Leases of your Company's property in Kenya which have been prepared by the solicitors to the Govt. and the individual copies of the same to be made a revised proof. Mr. Amery will be glad to be furnished with any observations which you may have to offer after examination of the enclosed drafts.

(proofs)

(copies)

copy (proof) to be sent

27/6/27  
Amey 35



On these final Draft Leases. Copies  
of the proofs  
are also being sent to the Acting  
Governor of Kenya for examination.

I am, etc.

(Signed) H. T. ALLEN.

A.10110/1927 Kenya

26 90

Mr. Seel 29/6/27

Mr. Allen 30/6/27

Downing Street

Mr. E. J. Harding

Mr. O. Stacey

Sir J. Shackleton

Sir G. Grindale

Sir C. Davis

Sir S. Wilson

Mr. Ormsby Gore

Earl of Olandon

Mr. Amery

Sir,

4 JUL 1927

With reference to my des-  
patch No. 408 of the 19th May I have  
etc. to transmit to you for your  
examination and for any observations  
which you may have to offer two copies  
each of the final revised proofs of the

DRAFT

KENYA

No. 569

O.A.G.

draft leases of the Magadi Soda Coy's. pro-  
perty in Kenya. A note on certain  
concessions  
further amendments to be made in the  
revised drafts  
drafts is also enclosed.

4 JUL 1927

3 Draft leases (2 copies each)  
with KCA

Note Glassed red ink

2. Copies of these ~~drafts~~ <sup>proofs</sup>  
are also being sent to the Magadi Soda  
Coy. for final examination, and subject  
to the Leases being now accepted by the  
Government for the  
Coy. and by your ~~copy~~ <sup>copy</sup> the O.A.G. will be  
requested to take the necessary steps

Copy

for the execution of the Leases which  
will then be transmitted to you in order  
that the grants may be registered in

Kenya

Kenya Colony.

3. The deed plans enclosed with  
our despatch No. 410 of the 9th of April,  
1925, will be annexed to the copies of the  
Lake Lease and the Railway Lease respectively  
which are prepared for execution, and the  
plans enclosed with Sir Ed. Grigg's despatch  
No. 8 of the 10th of January will be embodied  
in the Port Lease.

I have, etc.,

(Signed) L. S. AMERY



Note on the latest draft Raigadi leases  
(15.6.27)

Lake Lease.

Railway lease

Phil  
ms

Page 3.

The 'i' in "immediately" is not dotted.

on the last line

4 JUL 1927

Page 18., In the marginal note to Clause

18. "sooner" should be "sooner".

4 JUL 1927

copy to Mr. S. B. G. Raigadi Co. S. B. G. Raigadi Co. C. A.

Port lease

Page 2

On line 3, "Lands Surveys Office" should be "Land Surveys Office" (as in the other two leases).

Page 8.

Clause 6(1)(c). It will be seen that the proviso has "wharf pier, jetty or quay" on the 3rd line & "wharf, jetty or quay" on the 5th line. In the memorandum concerned in by ~~the~~ the Raigadi Soda Corp. at the word "pier" is a crossed

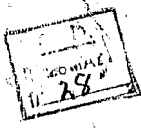
(below 16.)

both times, the lease should be awarded

accordingly

Seel 26 5 27

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



X10110/27 Kenya

30 May 1927

Gentlemen

DRAFT.

Mem. Sutton, Bureau agency  
and Oliver.

I am etc. back the receipt of your letter of the 23<sup>rd</sup> of May, on the subject of the draft leases of the Nagadi Soda Company's property in Kenya.

2. In order to avoid misunderstanding I am to set out the amendments <sup>at the line</sup> proposed by the Nagadi Soda Company to clauses 2(iii) and 2(iv) of the draft Post lease, which it is <sup>assumed</sup> understood

(on the ident's page 6 of the Post lease)

that para 2 of your letter is as follows:-

- (a) In clause 2(iii) after the words, "Branch

"Railway" insert  
between the points  
marked C and D on  
"the said plan".

(4) in Clause 2 (iv).

Delete the full stop  
at the end of the proviso,  
and add "and that the  
present means of access  
to the remainder of the  
demised premises  
shall not be materially  
prejudiced."

3. These amendments  
were not accepted by the  
Govt. of Kenya and should  
therefore not be included  
in drawing up the final  
draft of the Post lease

J. E. G. MCKEY

2273

SUTTON, OMMANNEY & OLIVER,

E.G. OLIVER,

H.M. OMMANNEY,

TELEGRAPHIC ADDRESS "OMMANNEY, LONDON."

3 & 4, GREAT WINCHESTER STREET,

LONDON, E.C.2.

TELEPHONE: NO 1259 NO 9318 LONDON WALL.

23rd May 1927.

10110/27.

RECEIVED  
25 MAY 1927  
COL. OFFICE

Sir,

Magadi Soda Company Limited.

With further reference to your letters of 7th

<sup>No. 10</sup> April and 18th May, 1927, we have now taken an opportunity of considering the further correspondence which has passed and we find your instructions in regard to the completion of the revised drafts of the Leases perfectly clear, with the exception of one point on the Port Lease.

Would you be good enough to let us know whether the amendments in green ink inserted by the Company in Clause 2 (iii) and (iv) are agreed or not. We find no reference to these amendments in the memorandum which accompanied your letter of 7th April; but we rather gather from the correspondence that the amendments have not been agreed and should not be inserted. Perhaps you will be good enough to let us hear from you in regard to this point, when we will immediately proceed with the new drafts.

30 MAY 1927  
Curd

The Under Secretary of State,  
Colonial Office,

We have the honour to be, Sir,

Your obedient Servants,

21 74

Mr. Seel 12/10/27

Mr. Bushe 13

Mr. Bottomley 13

Mr. E. J. Harding.

Sir G. Strachan

Sir J. Shackburgh.

Sir G. Grindle.

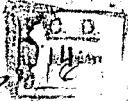
Sir C. Davis.

Sir S. Wilson.

Mr. By-Gore

Earl of Clarendon.

Mr. Amery.



Downing Street,

19 May, 1927.

Sir,

(No.7)

**DRAFT.** for consen.

KENYA

No.

408

O.A.G.

(No.9)

Fr. M. S. Coy. 5th Mch. (No.8)

To do. 22nd Mch. (No.9)

To Messrs. S. O. & O. 7th Apl. (No.13)

Fr. M. S. Coy. 29th Mch. (No.16)

To do. 18 May (17)  
(dft.h.th.)

(X.F.5285/26)

6/11/27

(3 drafts)

With reference to my despatch No.222 of the 11th of March, I have etc. to transmit to you the enclosed copies of further correspondence, as noted in the margin, with the Magadi Soda Coy. regarding the draft Leases of the Company's property in Kenya. With reference to par.3 of the letter sent to the Magadi Soda Coy. on the 22nd of March I would observe that, as the proposed agreement between that Company and the Shell Oil Coy. Ltd. contains provision for determination forthwith on the completion of the Govt. oil pier, and as it does not appear to go outside the arrangement which was agreed to by Sir Edward Grigg in his despatch No.563 of the 29th of May,

1926.

1926, I did not consider it necessary to incur further delay in referring this point to you for your prior concurrence.

3. With regard to par.4 of the letter of the 22nd of March, the proposal to construct a four inch pipe line from the Magadi Company's fuel oil tanks to a new tank to be built on the Oil Company's land appeared to be merely a matter of convenience not involving any further concession of principle, since the right has already been conceded to the Oil Coy. to utilise oil for the present from the Magadi Company's tanks.

(No 9)

4. I have to invite your attention to par.3 of the letter from the Coy. dated the 29th of April, and also to the remarks in par.5 of that letter, regarding the revised description of the property at Shimanzi, and the <sup>Government's</sup> ~~Govt's~~ right

(No 16)

of passage over the branch railway up to the boundary of the Coy's. property, respectively.

(No 18)

5. I have now received your telegram of the 9th of May, in which you intimate that you do not wish to press for a special proviso to Clause 6 (ii)(D) of the draft Port Lease, with a view to making special provision for ensuring the payment of tug charges etc. by ships using the Shimanzi pier. Messrs. Sutton, Ommanney and Oliver are accordingly now being instructed to prepare final revised proofs of the Leases based on the memorandum enclosed with the letter sent to the Company on the 10th of March, with <sup>the</sup> further amendment indicated in par.5 of the letter sent to them on the 22nd of March, and also omitting Clause 6(iv) of the draft Port Lease in accordance with para. 5 of the letter to the Coy. of the 10th

(No 5)

(No 7)

*Incons.*  
*v. dt 18/2/24*  
*herein*



of May. The revised proofs will be  
submitted to you and to the Company  
for examination before the engrossments  
are prepared for execution.

I have, etc.,

Seal 12/13/27

Mr. Bushe 13

Mr. Bottomley 13p

Mr. E. J. Hawley

Sir C. Strachey

Sir J. Shuckburgh

Sir G. Grindle

Sir C. Davis

Sir S. Wilson

Mr. G. G. Gora

Barl of Clarendon

Mr. Amery

Downing Street,

18 May, 1927.

Gentlemen,

(No 13)

In continuation of the letter from this Dept.No.10110/27 of the 7th of April last, I am etc. to inform you that the Magadi Soda Coy. have now intimated their approval of the memorandum, indicating the amendments to be made to the draft Leases of their property in Kenya, a copy of which was enclosed with the letter sent to them on the 10th of March, <sup>and</sup> ~~subject~~ to the amendment of Clause 6(iii)(A) of the draft Port Lease indicated in par.5 in the letter to the Coy. of the 22nd of March, 1927.

(No 9)

(3 drafts)

2. Final revised proofs of the leases should accordingly now be prepared in accordance with the instructions provisionally communicated to you in par.2 of the letter

from

from this Dept, of the 7th of April,  
and I am to request that you will  
accordingly furnish this Dept. in due  
course with six copies of the final  
proofs, in order that they may be re-  
ferred to the Magadi Coy. and to the  
Govt. of Kenya for examination before  
engrossments are prepared for execu-  
tion.

3. With reference to that part  
of the memorandum mentioned above which  
refers to Clause 6(ii)(D) of the draft  
Port Lease, it has now been decided  
that no further amendment of this sub-  
clause should be made beyond those al-  
ready indicated in the memorandum.

4. Mr. Amery's attention has  
been drawn to a printing error on line  
6 of Clause 2(iii) of the draft Lake  
Lease, where the word "similar" is in-  
correctly spelt.

5. In

to build the public road contemplated.

The attention of the Acting Governor  
*Your remarks on this point*  
will be drawn to ~~this understanding~~.

3. With regard to par.7 of your  
letter, I am to state that after further  
communication with the Acting Governor,  
it is not desired to make any further  
amendment to clause 7(1) of the draft  
Leases. The amendments indicated in  
the memorandum enclosed with the letter  
from this Dept. of the 10th of March.

(No 3)

4. Mr. Amery notes with satisfaction  
that agreement has now been reached  
on all the outstanding points in connec-  
tion with these draft Leases, and instruc-  
tions are now being given to the Solicitors  
to the Govt. to prepare final revised proofs  
of the draft Leases. Copies of the final  
proofs will be referred to your Coy., and to  
the Govt. of Kenya for examination before  
the engrossments are prepared for execution.

5. I am to add that in view of

the decision to omit Clause 2(v) and

Clause  
2(vi) of the draft Port Lease, it

would appear that Clause 6(iv) would

also ~~appear to be~~ unnecessary, and

~~that~~ the Solicitors are being instructed

this sub-clause  
to omit ~~it~~ in the final draft of the

Lease.

I am, etc.,

(Signed) H. T. ALLEN.

- for Under Secretary of State.

*In conson*

Seal 6/5/27

atone

Cable

11/5/27  
Jans

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

X 10110127 Kenya

C. D.
R - 2 MAY
D. 11

7 May Answer No. 18

Resdenpatch 11 March 222

Naqadi paragraph 2

Shall be glad to be informed  
by telegraph at an early  
date whether you wish to  
press for special proviso

Secur

DRAFT. Code Tel.

Governor  
Kani Ori

Recirculate  
& May.

# The Magadi Soda Company Limited.

361  
3

DIRECTORS:

THE RT. HON. SIR ALFRED MOND, BT. M.P. (CHAIRMAN.)

ARTHUR COLEGATE.

B. E. HOUSTON.

H. F. MARRIOTT.

J. G. NICHOLSON.

SIR E. K. ALLEN C.B.E.

D. Marsh.

lt.-Col G.P. Pollitt D.S.O.

OUR REFERENCE.

YOUR REFERENCE 1011/27.

WINNINGTON,

NORTHWICH,

ENGLAND.

29th April, 1927.

Under Secretary of State,  
Colonial Office,  
Downing Street,  
London, S.W.1

RECEIVED  
2-MAY 1927  
COL. O.

Sir,

We duly received your letters of the 11th and 20th March respectively and have the following observations to make on them:-

2. With reference to paragraphs 2 and 3 of your letter of 10th March, we are pleased to note that the Governor has no objection to the addition of a proviso to Clause 5 (with) of the draft Lake Lease in the form suggested in paragraph A 4 of our letter of the 18th August 1926, and that he is in agreement with the proposed addition to Clause 13 of the draft Railway Lease and Clause 10 of the draft Port Lease.

3. It is observed that the redraft of the opening paragraph of Clause 2 of the Port Lease enclosed with your letter of the 10th March contains a description of the property revised in accordance with discussions with our Local Manager. We are pleased to accept this revised description on the understanding that sympathetic consideration will be given to any schemes we may formulate for increasing the capacity of the Pier and Conveyor Plant, and that there will be no interference with the working of this plant should it be decided to build the public road already contemplated. Arrangements are being made for the sum of £13. 7. 6 to be paid to the account of the Governor of Kenya and Crown Agents of the Colonies in accordance with

No. 5

No. 37

On KE. 425

18 MAY 1927  
19 MAY 1927

Handed to Mr. 1927  
copy

your request.

4. With regard to paragraph 7 of your letter of the 10th March, we agree that in view of the revised description of the property the inclusion of Clauses 2 (v) and 2 (vi) and of the proviso to the original Clause 2 (iii) of the draft Port Lease becomes unnecessary and we agree to their deletion. We also accept the addition of the words "but not including the land upon which the said pier and conveyor plant are constructed" to the ~~lease~~ grant on page 2 of the printed draft Lease. The new deed plan is returned herewith.

S. 1907  
5. With reference to paragraph 5 of your letter we will not press for the suggested amendment to Clause 2 (iii) of the draft Port Lease and accordingly the Government will have a right of passage over the brason railway as far as the boundary of the property. Our decision has been arrived at ~~in view of~~ the assurance contained in your letter of 29th April 1926 that on completion of the line the Government will proceed to purchase the section of line in question. In making our decision we have also been influenced by the fact that the Uganda Railway has agreed to our levying a charge in respect of the user of the siding by the Railway Company, and we are instructing our local manager to settle a scale of charges with the Railway Officials on the spot.

6. With regard to paragraph 6 of your letter of 10th March we note that the Governor is not prepared to accept the suggested amendment to Clause 2 (iv) of the draft Port Lease as he considers that our interests are already sufficiently protected by the proviso to the sub-clause under consideration. In our opinion, a wider protection is desirable, but in order to avoid the necessity of further reference to the Governor we are willing to waive the point.

7. We observe from paragraph 8 of your letter that a further communication will be sent us regarding the Port dues payable by ships using the Shimansi pier.



6

8. With reference to paragraph 11 of your letter, the memorandum indicating the amendments to be made to the printed draft leases is approved, subject to the amendment of Clause 6 (iii) (A) of the draft Port Lease referred to in paragraph 5 of your letter of 22nd March and to the further consideration of Clause 6 ii (D). We return this document herewith.

No. 9

9. With reference to paragraph 3 and 4 of your letter of the 22nd March your views regarding our proposed arrangements with the Shell Oil Company of East Africa Limited are noted. It is understood that no harbour or other dues are to be evaded and that the arrangements referred to will be discontinued when the Government Oil Pier is brought into use.

No. 5

10. In accordance with paragraph 11 of your letter of 10th March we shall be pleased to have an opportunity of examining the final drafts of the Leases before the engrossments are prepared for execution.

Yours faithfully,  
for The Magadi Soda Company Limited,

*J. Stewart*  
Director.

(B) RAILWAY LEASE

✓ Page 1 (line 6) "1.11.2023" should be "31.10.2023".  
(line 3 from bottom): Insert "being" between  
"there through and", and "thereon".

✓ Page 7 (Clause 2 last paragraph). For "first of such  
payments for the first year" substitute "payments for the  
first two years".

✓ Page 8 (Clause 4 (iv)(A)). Delete this Clause and  
substitute the following

"The Lessees will in each of the years ending on  
the 31st day of October 1927, 1928, 1929, 1930 and 1931  
despatch by railway not less than 50,000 tons of Soda  
Goods and in the year ending on the 31st day of October  
1932 and every subsequent year ending on the 31st day of  
October during the term hereby granted the Lessees will  
despatch by railway not less than 100,000 tons of Soda  
Goods

provided that subject to Clause 29 hereof whether the  
main weights set out above are despatched by the  
Lessees or not the Lessees shall be liable for and shall  
pay to the High Commissioner for Transport the amount of  
freight appropriate to and due in respect thereof".

✓ Page 8 (Clause 5 (iv)(C)). On the second line of the  
proviso insert after "contained", the following "except  
the provisions of Clause 29 hereof".

✓ Page 18 (Clause 18). Add the following:

"If such notice be not given the Lessees shall be  
entitled within 12 months from the determination of the

Lease

81

Lease to remove the Railway material and the assets and property of the Lessees used for the purposes of or in connection with the Railway.

Page 19. (Clause 20 Line 19). For "eighty-six cents" substitute "seventy-two cents".

(Line 25) For "£3" substitute "£4".

(C) PORT LEASE

✓ Page 1 (Line 3) For "Shs.5,602 cts.66" substitute "One Peppercom"

(Line 6) For "1.11.2023" substitute "31.10.2023"

Page 2 (Line 3) After "Depot Works" insert "together also with"

(Line 5) After "Shimanzi Pier" insert "including the conveyor plant and apparatus used in connection therewith"

(Line 8) After "appurtenances" insert "but not including the land upon which the said pier and conveyor plant is constructed"

✓ (Line 12) Delete all words between "Subject to the payment" and "to the provisions and conditions" and insert the following:

"of a premium of Shillings Six thousand four hundred and fifty five cents forty two on the execution of these presents and to the payment for the said term of an annual rent of one peppercom payable in advance on the first day of

✓ January in each year".

✓ Page 5 (Clause 2) Delete all the first paragraph and substitute the following:

"The

Line 10. Add the following proviso:

"Provided always that it shall not be deemed a breach of this clause if the Lessees for the purposes and in the ordinary course of their business demolish or make any alterations to or substitutions for buildings erections works and fixtures on the emised premises".

*He shall have clause 6 (part) 5) require renumbering*

Page 12. Clause 6 should be re-numbered "7".

Page 13. Clause 10. Add the following:

"If such notice be not given or if such notice be given in regard to part only of the property and assets of the Lessees as aforesaid, the Lessees shall be entitled within twelve months from the determination of the Lease to remove the Magadi Pier and Depot Works and the assets and property of the Lessees as aforesaid or such parts thereof as are not included in any such notice".

Page 14. (Clause 11 (ii)(B)) Delete "Shimanzi Pier and Works for" and substitute "the rest of the demised premises for controlling storin".

Delete the first rider. (Proviso to Clause 11(ii)(C)).

Clause 12 (A). For "245,145" substitute "271,477.13.6".

Page 14. (Second rider (Clause 12 (i))). On line 1 after "instrument" insert "hereafter issued".

-----

The aed plan which is being communicated to the Magadi Soda Company for their examination and return, in the letter covering this memorandum, is to be incorporated in the final copy of the Port Lease when prepared for signature.

x 10

91  
3/15

Mr. Seel 124/27

Mr. Allen 244

Mr.

Mr. E. J. Harding.

Sir C. Strachey.

Sir J. Shuckburgh.

Sir G. Grindle.

Sir C. Davis.

Sir S. Wilson.

Mr. Ormsby-Gore.

Baron of Clarendon.

Mr. Amerly.

Downing Street.

April, 1927.

R. 4000  
D. 6

Gentlemen,

With reference to the

letter from this Dept. L.F. 4255/26 of  
the 7th of October, 1926, I am etc. to trans-  
mit to you, for your information, the  
accompanying copies of further corres-  
pondence, as noted in the margin, with  
the Magadi Soda Coy. Ltd. regarding

DRAFT for consen. *Amended*

Messrs. Sutton, Ormanney and  
Oliver.

19 MAY 1927

the draft Leases of the Company's pro-  
perty in Kenya.

2. I am to invite your atten-

tion to para. 11 of the letter sent to  
the Magadi Soda Coy. on the 10th of  
March and to the memorandum enclosed  
with that letter showing the amendments  
which it is *proposed* to make in the lease &  
to be made to the draft Leases. This

memorandum supersedes the note of  
amendments which was referred to in  
para. 2 of the letter sent to you on  
the 7th of October, and it is proposed

that

*copy (sent each) to Co. 408*

*(No. 5 on this file)*

- To M.S. Coy. 4th Feby. ✓
- To do. 10th Mch. and encl. (memo.) ✓
- Fr. do. 5th Mch. ✓
- To do. 22nd Mch. ✓

*Recd. to me*

*(No. 57) (1927) (1927)*

that the final revision of the draft  
leases should be based upon this memoran-  
dum with the further amendment indicated  
in para 5 of the letter to the Magadi  
Soda Coy. of the 22nd of March. Pending  
the receipt, however, of a reply from the  
Coy. to that letter, it is not desired

that you should take definite steps to <sup>prepare a further revised edition</sup>  
~~make the draft ready~~ <sup>of the draft leases</sup> ~~carry out the revision~~ but you will no-  
~~t doubt take such preparatory steps as may~~  
~~be possible~~ with a view to the revision  
being carried out with <sup>as little delay as</sup> the least possible,  
delay when a final settlement has been  
reached with the Magadi Soda Coy.

I am, etc.,

(Signed) H. T. ALLEN.

(No 10 on this file)

Seal 2/3

- Mr. E. J. Harding
- Mr. Strachey
- Sir J. Shackleton
- Sir G. Grindley
- Sir O. Davis
- Sir S. Wilson
- Mr. Ormsby-Gore
- Earl of Clarendon
- Mr. Amery

DRAFT. Please write

C. A.

O. Dep't

C. D.  
R. 12  
D. 12

24 March 1927.

Yours sincerely O. Henney 39A  
9 March 1927  
There is no need for you  
to apply for the sum of  
£13.7.6 from the Magadi  
Soda Coy. at present, as  
we are still in correspondence  
with them. We will let  
you know how further  
instructions when we  
hear from the Coy. Their  
address is  
Wilmington  
Northwich  
Cheshire.

(Sgd) G. J. Seal & Dep't

Mr. Seal 19/3/27

Mr. Bushe 21/3/27

Mr. Allen 21/3/27

Mr. E. J. Harding.

Sir C. Strachey.

Sir J. Shuckburgh.

Sir G. Grindle.

Sir G. Davis.

Sir S. Wilson.

Mr. Ormsby-Gore.

Es

M

2
R 21.10.27
D. 21

X. 10110 Kenya  
 4  
 Downing Street  
 3C

22 March, 1927.

Sir,  
 Answer  
 20.10

I am etc. to acknowledge the receipt of your letter of the 5th of March, regarding certain points still awaiting settlement in connection with the draft Leases of the Magadi Soda Company's property in Kenya.

2. (Para. C 5 of your letter).

With regard to the proviso to the original Clause 2(iii) of the Draft Port Lease, I am to refer to para. 7 of the letter from this Dept. of the 10th of March, in which you were informed that the Governor of Kenya had stated that the question of Clauses 2(v) and 2(vi) of the Port Lease had been discussed with your local Manager, who had expressed himself as satisfied if your rights in the Conveyor Plant remain unimpaired, and that accordingly

DRAFT for copy.

The Secretary,  
 Magadi Soda Coy., Ltd.

Copy to Sutton, Inmanney & Oliver  
 copy to Gen. 408  
 13 MAY 1927

27 APR 1927

(2 drafts).

the

the land beneath the Conveyor Plant would

not form part of the land demised, <sup>and that</sup> ~~the~~ Clauses

2(v) and 2(vi) of the draft Lease <sup>therefore</sup> will be

~~deemed unnecessary~~

~~omitted~~. Mr. Amery presumes that in the

light of these facts, you will now agree

that it is unnecessary to retain the

proviso to Clause 2(iii) of the Port Lease

in any form.

3. (Para. C 7 of your letter). Mr.

Amery notes that you have under considera-

tion a draft Agreement with the Shell Oil

Co. of E. Africa Ltd. embodying the pre-

sent arrangements under which a part of any

oil discharged into your Company's tanks

primarily for your own purposes may be

taken over by the Oil Co. Mr. Amery

notes that the Agreement provides for <sup>the</sup> ~~the~~

determination forthwith <sup>upon</sup> ~~upon~~ completion of

the construction by the Govt. of Kenya of

its own oil pier, and while he has not had

an opportunity of seeing the precise terms

of the Agreement, I am to say that the

provisions



Oil Company when the Govt. oil pier

brought into use.

5. (Para. C 8 of your letter). Mr. [Name] now agrees to the insertion in Clause (ii)(a) of the Draft Port Lease after the words "entitled to remove", of the words "of the same as shall have been removed for any reason that they have become necessary for the further or proper management of the Magadi Soda Deposit", and the amendment of this sub-Clause set out in your letter will be adopted in the final revision of the Draft Leases.

6. Instructions to the solicitors of the Govt. as to the preparation of final drafts of the Leases will be sent on the receipt of your reply to the letter from this Dept. of the 10th of March.

I am, etc.,

(Signed) H. T. ALLEN.

Mr. Allen,

91e

Lieut.-Genl. Sir G Macdonald<sup>24</sup> called <sup>on March 17</sup> yesterday on behalf of the "Oil Company" to enquire as to their Agreement with the Magadi Company and their proposal to construct a 4 inch pipe line from the Magadi Company's tank site to the Soda Works. The Magadi Company's letter of 14th March 1900 left the annexed plan showing the proposed position of the 4 inch pipe line. I explained to him that these proposals had only been communicated to us by the Magadi Company and that the decision had been made for them by the Secretary of State. He said that the matter would be forwarded to the Secretary of State, and I understand that you understand the matter. I know where to reply to the Magadi Company's letter was sent (if it is clear that it would be for the purpose of ascertaining from the Magadi Company what were the views of the S. of S. on the proposals). I submit a short letter which can issue in connection with the draft of the Magadi Soda Works.

TELEGRAMS: MAGADI, NORTHWICH.  
TELEPHONE: NORTHWICH.

WORKS: MAGADI, KENYA COLONY  
(N. INDIA)

4  
97

# The Magadi Soda Company Limited

Winnington

Northwich

3E

ENGLAND.

THE RT. HON. SIR ALFRED MOND, B.T., M.P. (CHAIRMAN)  
ARTHUR COLEGATE.  
H. S. HOUSTON.  
H. F. MARRIOTT.  
J. G. NICHOLSON. OUR REFERENCE  
SIR E. K. ALLEN, C.B.E.  
D. MARSH. YOUR REFERENCE  
LT.-COL. G. F. POLLITT, D.R.O.

1013/27.

5th March 1927

RECEIVED  
7 MAR 1927  
COL. OFFICE

The Under Secretary of State  
Colonial Office,  
London, S.W.1.

Dear Sir

We thank you for your letter of 4th February, and are now in a position to put before you our views on the points mentioned by you as outstanding for our consideration.

As it is our desire to retain the effect of the proviso to the said clause 2(iii) of the Port Lease, and we suggest for your approval the following alternative form:

"Provided always that the said way or road shall not interfere with any structure built and/or used by the Lessees between the said Depot Works and the Shimanzi Pier or with the efficient working of any such structure nor shall this reservation prevent the Lessees from effecting any strengthening of the said structure which they may deem necessary provided such strengthening does

copy 1. Gen 1108  
12 MAR 1927

Copy to Section  
Commanding Officer

2. 98

"not interfere with the effective user of the said way or road".

11. 27  
on  
K.P. 6155

G. V. The negotiations with the Oil Company referred to in our letter of the 18th August last have progressed to the extent that we have before us for consideration a draft agreement embodying and elaborating the present arrangements. This draft provides in substance that the Shell Company of East Africa Limited shall have the right to use our Oil Tanks and Pipe Lines at Shimani for the purposes of storing Fuel Oil, and of enabling the Oil Company to effect sales of such Fuel Oil for delivery direct from the said Tanks to any of their customers. In exchange for this concession the Oil Company agree to bear a part of the cost of maintenance, depreciation, insurance and the like proportionate to the amount of Fuel Oil delivered from the Tanks to their order. The agreement is for a term of 2 years from the 1st November, 1925, and thereafter from year to year determinable by either party on 12 months' notice, but there is a provision for determination forthwith upon completion of the construction by the Government of Kenya Colony of its own Oil Pier.

In exchange for a letter from you undertaking that this agreement will not be regarded as a breach of the covenants in the Port Lease, and may continue in force until such time as the Government Oil Pier is ready for use we are willing to consent to the deletion of the two provisos to Clause 5(ii) of the draft Lease.

Recently we have been asked by the Oil Company to give our consent to the construction by them of a 4" pipe line crossing

a portion of the land comprised in the lease, and connecting our Fuel Oil Tanks with a new Satellite Tank to be built by them on their land. We shall be glad to hear from you with your views on the question whether such a consent, if given, would fall within the scope of the "present arrangements", to the continuance of which your sanction has been obtained, and if not whether you have any objection to the works proposed.

Cl. 8. It is intended that the fixtures referred to in Clause 6(iii) A of the draft Port Lease should be excepted from the obligation to maintain in good condition as well as from the obligation to deliver up in good repair and condition. In order that there should be no ambiguity on this point we suggest that the words "and the same" should be removed from their present position, and inserted after the brackets which contain the definition of the fixtures excepted.

The clause will then read as follows:-

"(iii) (A) - The Lessees shall at all times keep the demised premises and all buildings erections works and fixtures for the time being and from time to time thereon including (by way of description and not of restriction) the Branch Railway in good and substantial repair and condition and working order (except such fixtures and things as the Lessees are by law entitled to remove and such of the same as shall have been abandoned by reason that they have become unnecessary for the further or proper working of the Magadi Soda Deposit) and the same in good and substantial repair and condition

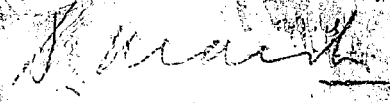
"and working order delivered up to the Government at the expiration of (subject to the provisions of clause 10 of these proposals) annual continuation of the term hereby agreed.

"Provided that if shall not be deemed a breach of this clause if the Lessees for the purposes and in the ordinary course of their business demolish or make any alterations to or restrictions for buildings erections works and fixtures on the demised premises."

He shall be grateful if consideration can now be given to all the matters outstanding with a view to completing the leases at an early date, and are at your disposal for an interview should you deem this to be necessary.

Yours faithfully,

for The Standard Steam Company, Limited,



Director.

Mr. Seel 2, 3/27

Mr. Bustie *WZ*

Mr. Allen *4/27*

Mr. E. J. Harding.

Sir C. Strachey.

Sir J. Shuckburgh.

Sir G. Grindle.

Sir C. Davis.

Sir S. Wilson.

Mr. Omsley-Gov.

Earl of Curzon.

Mr. Amery.

*14*

Downing Street,

11 March, 1927.

Sir,

I have etc. to acknowledge the receipt of Sir Edward Grigg's despatch No. 8 of the 10th of January, 1927, and to transmit to you, for your information, a copy of the letter which has been sent to the Magadi Soda Coy. regarding the outstanding points in connection with the draft Leases of their property in Kenya.

2. In my telegram of the 23rd

February, I have asked for your further <sup>further</sup> observations regarding the amendment of Clause 6(ii)(D) of the draft Port Lease, which <sup>was</sup> ~~was~~ suggested in para (K9) of Sir E. Grigg's despatch with a view to making special provision <sup>ensuring</sup> for the payment of tug charges etc. by vessels using the Shimani pier; and a further letter will, <sup>(if necessary)</sup> be sent to the Coy. on this point when I have received your reply.

DRAFT

*for enao*

KENYA

No. 222

O.A.G.

To M. Soda Coy. 10 Mch.  
draft h'th.  
enclosure (memo. 5/11)

(3 drafts)

3. With

3. With regard to para. 2(d) of

*Sir Edward Figg's*

the ~~despatch under reply~~, I note that

subject to the <sup>safeguards</sup> ~~sub-clauses~~ mentioned, you

have approved the <sup>alienation</sup> ~~allowance~~ to the

British Imperial (South Africa) Oil

Coy. of a further portion of the original

"lien area" at Shimanzi. I presume that

the Magadi Soda Coy. have been informed

of the grant of this land to the Oil Coy.

4. With regard to para. 2(c) of the

<sup>allocating</sup> ~~despatch~~, as to the ~~payments~~ made by the

Magadi Soda Coy. <sup>on account of combined royalty and railway freight</sup> in respect of the period

subsequent to the 31st of October, 1924, I

understand the position to be that <sup>the whole of</sup> these

payments <sup>have</sup> ~~have~~ been received by the Kenya

and Uganda Railway, and that the General

Manager of the Railway considers that no

part of the payments should be handed over

by the Railway to the Colonial Govt. in

respect of that portion of the combined

rate payable by the Magadi Coy. which is

~~presumed to represent royalty as opposed to~~

~~royalty as opposed to~~

~~royalty as opposed to~~

~~royalty as opposed to~~

~~royalty as opposed to~~

~~royalty as opposed to~~

~~royalty as opposed to~~

~~royalty as opposed to~~

~~royalty as opposed to~~

~~royalty as opposed to~~

~~royalty as opposed to~~

railway

combined rate payable by the Coy. appears to have been discussed at an earlier date.

In a memorandum transmitted ~~WADA~~ with Sir Robert Coryndon's despatch No 1481 of the 28th of September, 1923, the General Manager

(50933/23)

suggested that the <sup>de</sup>revision of the rates

payable on the following scale.

Amount	Coy. Freight	Royalty	Railway freight Leaving the Rly.
Up to 50,000 tons	1/-	1/6	15/6
" 150,000 "	0/-	2/-	15/-
" 200,000 "	16/6	3/-	13/6

Sir Robert Coryndon in his telegram of the 7th of December, 1923, drew particular

(59864)  
23

attention to this arrangement, and he was informed by the Duke of Devonshire, in a

telegram dated the 12<sup>th</sup> of December, that it

was for him to settle how much of the ~~rate~~ inclusive rates should be regarded as freight,

and how much as royalty.

While the matter was thus left to

Sir Robert Coryndon's discretion, <sup>as proposed</sup> I <sup>consider</sup>

originally ~~that~~ the division suggested by the General

Manager in the memorandum referred to above as

representative

*Sanasari*  
represents an equitable arrangement; and that the sums received from the Coy.

in respect of combined railway freight and royalty during the first five years

of the new leases i.e. from the 1st of November, 1924, to the 31st of October,

1929, should be divided between the

Colonial Govt. and the Railway on that

basis.

You will observe from para. 10

of the enclosed letter to the Magadi Soda Coy. that subject to the settlement

(which I hope will not now be long delayed) of the few points still outstanding

in connection with the draft Leases, I propose to arrange for the preparation

of final drafts of the Leases, which will be communicated to you and to the Coy.

for examination before the C.Agents are requested to execute them with the Coy.

I have, etc.,

(Signed) L. S. AMERY



X. 60/100/12-11

1927

Magadi Soda Company's Leases.

Memorandum showing the amendments to be made to the draft Leases up to and including ... March, 1927.

Incorporation

Draft

2.3.27  
In Bush  
In Allen

*Handwritten notes:*  
The amendments to the text of the Leases is taken as that in the printed drafts, dated March 17th, 1926, furnished by Messrs. Sutton, Commaney and Oliver. In the case of the draft Port Lease the alterations in red ink and the riders typed in red are regarded as part of the printed text.

(A) Like Lease LAKE LEASE

Page 8 (Clause 5 (xix) (Index)) - "Survey" should read "survey" (~~capital letter "S" removed and "s" substituted~~)

Page 1 (Line 6) "1.11.2023" should read "31.10.2023"

Page 5 (Clause 2). On line 5 "Land Survey Office" should read "Land Surveys Office".

Page 6 (Clause 3). For "~~the~~ first of such payments for the first year" substitute "payments for the first two years"

Page 8 (Clause 5 (v) (A)). Delete this Clause and substitute the following: "Without prejudice to or in any way limiting the covenant by the Lessees lastly hereinbefore contained the Lessees will in each of the years ending on the 31st day of October 1927, 1928, 1929, 1930 and 1931 get and despatch by railway not less than 50,000 tons of Soda Goods, and in the year ending on the 31st day of October, 1932 and every subsequent year ending on the 31st day of October during the term hereby granted the lessees will get and despatch by railway

10 MAR 1927  
17 MAR 1927  
copy to Magadi Co. for Mga 222

If this is not through by Oct. 31. 1927 of further alteration will be necessary.

(No 36)

on KF4255/26

Cons

railway not less than 100,000 of Soda Goods.

Provided that subject to Clause 13 hereof whether the minimum weights set out above are despatched by the Lessees or not the Lessees shall be liable for and shall pay to the Government the amount of royalty appropriate to and due in respect thereof.

Page 9 (Clause 5. (v) (C)). The proviso to this Clause should read as follows: "Provided further and it is hereby agreed that nothing in this Lease contained except the provisions of Clause 13 hereof shall prevent the Government at its option from electing to sue the Lessees for any unpaid royalty and to obtain satisfaction of any judgment by attachment of any of the Lessees' property.

(XF 4235/16)

Para 2 (A3) of No. 21

Page 9 (Clause 5 (viii)). The following proviso is to be added: "Provided always that this Clause shall not entitle the Crown Agents or the Government or any person or persons authorized by them or either of them to inspect or receive any information in regard to any new plant hereafter installed for the purpose of improving the degree of purity of the product of the Magadi Soda Deposit."

(Para A4 of No 31 of XF 4235/16)

(B) RAILWAY LEASE Railway Lease.

Page 1 (Line 6). '1.11.2023' should be '31.10.2023'.

Page 1 (Line 3 from bottom). Insert "being" between "therethrough and" and "thereon".

Page 7 (Clause 2. Last paragraph). For the first of such payments for the first year substitute "the payments for the first two years".

(of the said amount to take lease)

PORT LEASE  
~~Port Lease~~

(C)

Page 1 (Line 3). For "Shs. 5,602 cts. 66" substitute  
"One Peppercorn" and

~~Line 4~~ For "1.11.2021" substitute "31.10.2023"

Line 5 After "Depot Works" insert "together  
with".

Insert

Line 5 After "Shimani Pier" insert "including  
the conveyor plant and apparatus used in connection  
therewith".

(Para 9.  
No 3 on  
X 10 (10) (27K)

Insert

Line 8 After "appurtenances" insert "but not  
including the land upon which the said pier and  
conveyor were constructed.

Line 12 Delete all words between "Subject to the  
provisions and conditions" and  
insert the following: "of a premium of Shillings  
540 thereon four hundred and fifty five cents forty  
two on the execution of these presents and to the  
payment of an annual rent of one  
peppercorn in advance on the first day of  
January in each year".

CI

Insert

Page 5 (Clause 2). Delete all the first paragraph and  
substitute the following: "The Crown Agents for and  
on behalf of the Government hereby grant and demise to  
the Lessees FIRSTLY ALL THAT Depot Works at Shimani  
near Kilindini known as the Magadi Depot and the  
Branch Railway Line leading from the Kenya and Uganda  
Railway at Kilindini to the said Depot Works  
together with all appurtenances and all the land held  
therewith and the dwelling houses and buildings  
thereon the boundaries of all of which are and the  
site

site thereof is delineated on the plan annexed hereto and is thereon bordered red and **SECONDLY ALL THAT** the Conveyor Plant and apparatus used in connection therewith and the Pier adjacent thereto known as the Shimanzi Pier which said Conveyor Plant and pier are bordered green on the said plan but excluding the land beneath the said Conveyor Plant and Pier Reserving unto the Company full and free right to carry its Conveyor Plant over the land bordered green together with the right of access at all times to the supports of the Conveyor Plant for the purpose of maintenance".

Page 6. Delete Clauses 2 (v) and 2(vi) of the typed rider and also the proviso to the original Clause 2 (iii) in the printed text.

Page 7. (Clause 2. Last Paragraph.) Delete and substitute the following: "To hold unto the Lessees for the term of 99 years from the 1st day of November 1924 upon payment of the premium and rent hereinafter reserved and subject to determination as hereinafter provided".

Page 7. Add new Clause 4 as follows: "The Lessees shall upon the execution of these presents pay to the Crown Agents the sum of Shillings Six thousand four hundred and fifty five cents forty two as premium and shall during the said term pay the yearly rent of one peppercorn yearly in advance on the First day of January in every year; such premium and the payment of rent for the first two years of the said term having been made on the execution of these presents as the Crown Agents hereby acknowledge.

Page 7. Clause 4 should be re-numbered "5".

Page 8. Clause 5 should be re-numbered "6".

\* Page 8. (~~Rider~~), Clause 6 (ii) (D). On line 3 after "harbour dues" add: "Port dues charges for tugs or pilotage". After "evaded" add the following: "Provided always that the Port dues payable by vessels using the Shimanzi Pier and not going alongside any Government wharf, <sup>pier,</sup> jetty or quay shall be on the basis fixed for other ships calling at Mombasa Harbour and not going alongside any Government wharf, <sup>pier,</sup> jetty or quay".

Insert

> Clause 6 (ii). Delete the remainder of this ~~and is already cancelled in red ink~~ Sub-Clause as printed [i.e. from "Provided always that it would not be deemed a breach" down to the end of the Sub-Clause] <sup>on line 28 Page 9.</sup> ~~(The remainder of this Sub-Clause as printed is already cancelled in red ink).~~

(Paragraph 4 (C1)  
of No 51 or 4255/26)

Page 9. (~~Rider~~), Clause 6 (iii) (A), Line 9. After "expiration" insert the following: "(subject to the provisions of Clause 10 of these presents)".

Insert

<sup>Line 10</sup> ~~Clause 10.~~ Add the following proviso: "Provided ~~also~~ <sup>shall</sup> that it ~~would~~ not be deemed a breach of this Clause if the Lessees for the purposes and in the ordinary course of their business demolish or make any alterations to or substitutions for buildings erections works and fixtures on the demised premises".

Page 12. Clause 6 should be re-numbered "7".

Page 13. Clause 10. Add the following: "If such notice be not given or if such notice be

given

(Paragraph 4  
of No 51 or 4255/26)

\* The amendment to Clause 6 (ii) (D) is subject to further consent in the light of the above proceedings with the Govt.

Mr. Seel 21 3/27

Mr. Allen 4/10/27

Mr.

Mr. E. J. Harding.

Mr. C.

Mr. Strachey.

Sir A. Shuckburgh.

Sir G. Grindle.

Sir O. Davis.

Sir S. Wilson.

Mr. Ormsby-Greave.

Earl of Oarndon.

Mr. An

X 10110/27 K

6  
11

C  
R 5  
10 2 14

Downing Street,

10 March, 1927.

55

Gentlemen,

137 sub 44

I am, etc. to inform you in connection with the preparation of the draft leases of the Magadi Soda Coy. Ltd. have

been requested to pay to you for the credit of the Govt. of Kenya the sum

of Shgs. 267.50 (£13 7s. 6d.) in respect

of the amount due for survey fees in

respect of an additional area of land which is being granted to the Coy. at Mombasa.

I am, etc. I request you

to place this money, when received, to the credit of the Govt. of Kenya, and to certify the Dept. and

the (A. Govt. accordingly) (Signed) H. T. ALLEN. for Under Secretary of State.

DRAFT.

The Crown Agents for the Colonies.

(3 drafts)

draft News.

- Mr. Seal 2 3/27
- Mr. Bushe 2 3/27
- Mr. Allen H/3/27
- Mr. E. J. Harding.
- Sir C. Strachey.
- Sir J. Shuckburgh.
- Sir G. Grindle.
- Sir C. Davis.
- Sir S. Wilson.
- Mr. Ormsby-Gore.
- Mr. Clarendon.
- Mr. Amery.

Downing Street,

10 March, 1927.

Sir,

With reference to the letter from this Dept. of the 4th of February, I am etc. to communicate to you the following further observations arising out of the despatch from the Governor of Kenya referred to in that letter on the subject of the draft Leases of the property in Kenya of the <sup>your Company</sup> ~~Magadi Soda Co.~~

**DRAFT** for conson.

The Secretary,  
Magadi Soda Coy., Ltd.

27 APR 1927

With reference to para. 4(C.4) of the letter from this Dept. of the 20th Sept., '26, the Governor is not prepared to accept the amendment suggested in your letter of the 18th of August to Clause 2 (iv) of the draft Port Lease, as he considers that your interests are sufficiently protected by the proviso already attached to this sub-clause Section that the use and enjoyment of the branch railway by the lessees shall

27 APR 1927

11 MAR 1927

222

Copy to Sir J. Shuckburgh

1022 on XF 4255726.

Despatch (enclosed to Mr. S. & X 10110/26)  
 original for retention  
 Review Clause 2 (iv) Port Lease  
 (enclos. to Mr. S. & X 10110/26)

(3 drafts)

Draft memo

not be permanently prejudiced by any action taken  
by the Govt. under this sub-clause.

2. The Governor confirms that

~~there is~~ <sup>has</sup> no objection to the ~~insertion~~ <sup>addition</sup> of a

proviso <sup>to</sup> Clause 5(viii) of the draft

Lake Lease, <sup>suggested in para. A 4 of your letter of the 18<sup>th</sup> August, 1926,</sup> excepting from the right of

entry etc. reserved to the Government any

new plant which may be installed after the

execution of the Lease for the purpose of

improving the purity of the <sup>Soda</sup> soda product.

3. With reference to para. 3(B.3) and

(para. 4 (C.9) of the letter from this Dept.

of the 20th of Septr., the Governor of Kenya

has no objection to the <sup>proposed additions to</sup> amendment of Clauses

18 of the draft Railway Lease and 10 of the

draft Port Lease, giving power to the lessees

to remove the railway material and their

assets in the event of the Lease being de-

termined otherwise than by a <sup>effusion</sup> ~~friction~~

of time, without the Govt. exercising its

option to purchase.

4. With reference to para. 4 (C.2) of

<sup>(the 20<sup>th</sup> of September)</sup> the letter from this Dept. I am now to enclose



a redraft of the opening paragraph of Clause 2 of the Part Lease, containing a revised description of the property to be demised in the Lease. It is understood from the Governor that this revised draft represents the result of a discussion with <sup>your</sup> ~~the~~ local manager, ~~in the~~ Colony, <sup>title</sup> and subject to any observations which you may have to offer, he proposes that it shall now be incorporated in the draft Part Lease. The Governor states that the sum due for survey fees in respect of the additional area is Shillings 267.50 (£13 7s. 6d.), and I am to request that you will arrange ~~to pay~~ <sup>for</sup> ~~ment~~ of this sum to be paid to the account of the Govt. of Kenya with the C.As. for the Cols., 4, Millbank, S.W.1.

B. With reference to para.4(C.3) of the letter from this Dept. of the 20th of Sept. regarding the Government's right of passage over the branch railway demised in the Part Lease, the General Manager of the

the Kenya and Uganda Railway considers that provision is necessary for the use by the Govt. of this line, not merely as far as the junction for the Govt. piers, but up to the boundary of your Company's property.

The General Manager states that the branch railway is in constant use by traffic to and from the <sup>godown</sup> and sidings of the Imperial Oil Coy. ~~above~~ the point (A) mentioned in paragraph C.3 of your letter of the 18th of August.

In the circumstances, Mr. Amery hopes that your Coy. will not consider it necessary to press for the retention of the suggested amendment to <sup>2(vi) of the draft Port Lease,</sup> this Clause which would necessitate further reference by the

*in clause 6 from 1st page*

7. With regard to Clauses 2(v) and 2(vi) of the draft Port Lease, the Governor states that the question of these sub-Clauses has been discussed with the local manager of your Coy., who has expressed himself as satisfied if

if the Company's rights in the Conveyor plant remain unimpaired, and if the description of the demised premises includes all buildings and plants thereon. Accordingly, the land beneath the Conveyor plant and your Coy's pier will not form part of the land demised, and <sup>is therefore</sup> ~~is not necessary~~ <sup>for</sup> Clauses 2(v) and 2(vi) ~~is not~~ <sup>if</sup> the Port Lease <sup>becomes unnecessary</sup> ~~does not arise~~. It would also appear that in view of the omission of these two sub-Clauses, the proviso to Clause 2(iii) of the Port Lease, as originally printed, is also no longer necessary and can be deleted. In this connection, I am to invite attention to para. 2(C.5) of the letter from this Dept. of the 4th of Feb'y, 1927.

The description of the demised premises referred to in para. <sup>45</sup> above has been drawn up in the light of this arrangement, and it is also necessary to amend the form of grant on page 2 of the

printed draft Lease by the insertion in line 8, after the word "appurtenances" of the following: "but not including the land upon which the said pier and convey or plant are constructed". A new deed plan is also necessary, and this is enclosed for your perusal. As no spare copies of this plan have been sent home by the Governor, it is requested that the plan may be returned to this Dept. with a view to its being incorporated by Messrs. Sutton, Ommamey and Oliver in the draft Lease when prepared for signature.

*S. B. A further communication will be sent to you regarding the ~~provision~~ suggestion made in para c (6) of your letter of the 18<sup>th</sup> of August (last) as to the amendment of Clause 6 (ii) (D) of the draft Port Lease as regards the Port dues payable by ships using the Sheik camp Pier*

with reference to you on this point.

9. With reference to para. 6 of the letter

115  
letter from this Dept. of the 20<sup>th</sup> of Sept., the Governor has now intimated that the half-acre plot of land at Kajiado which was desired by the Imperial War Graves Commission is now stated by the Commission's Deputy Director of Works in East Africa not be required.

10. Mr. Amery presumes that he will shortly be furnished with your observations on the points mentioned in para. 2 of the letter from this Dept. of the 4<sup>th</sup> of February which are still outstanding. In this connection I am to observe that as pointed out <sup>in para. 6</sup> above the question of the proviso to the original sub-Clause 2 (iii) of the Port Lease would appear to be disposed of.

11. I am now to transmit to you a memorandum indicating the amendments to be incorporated in the draft Leases as the result of <sup>with your Company</sup> the correspondence from the letter from this Dept. of the 24<sup>th</sup> of April, 1926 <sup>onwards</sup> On the receipt of your

Memo.

No 27  
or XF 4257/100

reply to this letter and subject to the  
settlement of the points <sup>referred to in paras 8 and 9</sup> mentioned above,  
in para. <sup>above</sup> 9, Mr. Amery proposes to  
communicate this memorandum to the Solici-  
tors to the Govt. with a view to the  
preparation of final revised drafts of  
the Leases <sup>The final drafts</sup> which will be submitted to  
<sup>you</sup> yourself and to the Govt. of Kenya for

~~final examination before execution~~ the C.A.  
for the Colonies are requested to make the  
I am, etc., necessary arrangements  
for their signature

(Signed) H. T. ALLEN  
for Under Secretary of State.

P. S. Your letter of the 5th inst.,  
and was recd after the above letter  
was written, & necessary course.

reply to this letter and subject to the  
*referred to in paras. 3 and 310,*  
settlement of the points mentioned above,

<sup>above</sup>  
in para. <sup>of</sup> ~~11~~, Mr. Amery proposes to  
communicate this memorandum to the Solicitors

to the Govt. with a view to the  
preparation of final revised drafts of

*The final drafts*  
the Leases, which will be submitted to  
<sup>you</sup>  
yourself and to the Govt. of Kenya for

final examination before execution. The C.A.  
for the Colonies are requested to make the  
I am, etc., necessary arrangements  
for their signature

(Signed) H. T. ALLEN  
for Under Secretary of State.

*P.S. Your letter of the 5th March,  
and was resp. of the above letter  
was written, & necessary course.*

Mr. Seal 22/1/27  
Mr. Buxton 23/1  
Mr. Allen 23/1  
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

X 10160/27 Kenya

Amended  
no. 18  
16

Coded & sent  
3.5 pm 23.1.27



23 February.

Your despatch 10 January

↓ Nagadi (No 8) A.

Paragraph 7(3) Assembly

Addition to Clause

6 (1) (1) Port Leave

of special proviso

as to tug charges etc

appears to be unnecessary

as clause already

provides that these

charges shall not be

evaded. Proviso

already agreed only

applies to port dues.

If you wish to press for

Special

DRAFT Code Tel.

Governor  
Nairobi

Reciv. quickly  
for further  
action.

Special provisions please  
Telegraph reasons and  
passive form of words  
suggested, ...

Secer

Notes on Governor's despatch 8 of 10.1.27

Paragraph

- 2. (a)
- (b)
- (c)

No further action necessary.

X 2. (d)

As to the question of a 'lien area' at Sheni angpi, see para 8 of 334/26, and para 3(F) of the letter to the Coy. of 24 April or 12957/26.

The British Imperial (S. Africa) Oil Company already holds part of the land originally included in the lien area, but the part they already hold was relinquished by the Nagadi Coy in order that a lease of it might be granted to the Oil Coy.

X 334/16  
para 8

This procedure does not seem to have been followed in the case of the extension now reported. The Nagadi Coy have not been asked to relinquish the area of the extension. The <sup>Nagadi</sup> Coy. were informed on 12957/26 that if they wanted any further part of the lien area it wd. have to be a matter for separate application to the Colonial Govt.



It is not clear myself whether the  
 'line' is actually extinguished. I had  
 the impression that it wd. be finally settled  
 when the Masadi Coy, ~~was to~~ follow  
 on para <sup>(f)</sup> of the letter to them on 12/9/26,  
 in detail whether they would  
 require any further part of the 'line' area.  
 The Govt. evidently holds the view that  
 the 'line' no longer exists, but he has  
 safeguarded the position of the Masadi  
 Coy by the reservation in 18 the  
 rights. We need only say to him  
 that it is presumed that the Masadi  
 Coy. have been informed of the grant  
 to the Old Coy. (thus given) them the  
 chance to protest, if they want)  
 I do not think we need say anything  
 to the Coy

- 2 (e) See 7(b)
- 2 (f)
- (g) No further action.
- (h)
- (l)
- (j)
- (k)

Para 2 (b)

- 1 We are not interested in this
- 2 This is a horrible dispute between  
 the Colonial Govt. & the Railway.

Prior to the date of the new  
 leases (1 Nov 1924) the former Masadi  
 Soda Coy. was liable to pay on  
 every ton of soda:-

Royalty -- 3/-  
 Railway freight 17.86/-

The new <sup>arrangement</sup> ~~lease~~ provides that for  
 the first 5 years, royalty and  
 freight shall be ~~at~~  
 the combined rate being (so long  
 as 1500 tons production is ~~maintained~~  
 not more than 50,000 tons)

Terms of Agreement  
 A (4)  
 (25/82/24)

18/- a ton  
 The Railway & Irony, however  
 went on submitting accounts to  
 the Coy. at the previous rates of  
 3/- & 17.86/-, asserting that these  
 should be charged until the new  
 leases were actually signed & it  
 was only on representations by the  
 S.G.S. that they agreed that  
 the Coy. should not be charged

X.1284/26

confirm the L<sup>o</sup> No. 6924, in which the rate provided in the new leases.

The squabble is not very clearly stated in the Gov's despatch, but the facts seem to be that the Railway has now collected the whole of the combined 18/- rate for the period since 1/11/24, and chooses to regard it as all railway of right, refusing to hand over anything to the (second) Gov<sup>t</sup> in respect of a <sup>proportion</sup> of each claim, that the "retrospective adjustment" was made against their will & in defiance of the wishes of S & S, & that they must not be penalised.

Now

(a) This claim from the Remonstrance Agreement with Hon. P. S. S. (11/10/24) (23/5/24) - paras A(4)

and B(7)(b) - that there is no part of a "retrospective adjustment". The Company were only liable to pay, up to the date of reconstruction, at the rates indicated in B(7)(b) of the memo: ~~whether~~ whether the Gov<sup>t</sup> or the railway could have enforced more.

(b) The precise division of the

combined rate was discussed by the General Manager in a memo enclosed with Gov's desps 1481 of 28/9/23. (50933/23)

The G.M.'s suggestion was that the rate should be divided between the Railway & the Gov<sup>t</sup> in the proportion of 16/6 & 1/6 (annuity) the rate to be 18/-. In his tel. of 7/12/23 (59864/23) the Gov<sup>t</sup> again laid emphasis on this suggested division, but he was told that in reply (12 Dec) that the rate proposed by the Company was an inclusive rate, & that it was for him to settle how much he regarded as freight & how much as royalty.

The Gov<sup>t</sup> accepted this in his tel. of 21/Dec 1923. (6199/23).

The difference of opinion now referred to S & S ought, therefore, never to have arisen, and it should be sufficient for him now to point out what (a) & (b) above, & say that although the division of the combined rate was, in 59864/23, left to Gov<sup>t</sup> to decide, S & S, considers that the division originally suggested by the G.M.

On 50933/23 represents an equitable arrangement... sums received from the Coy. in respect of... of the new leases... to 31.10.29 should be divided between the Rly & the Col Govt on that basis.

Paragraph 2 (a) No action necessary on the despatch of but see separate minute on ~~the same~~

Paragraph 3 (a) & (b) See under para 7.

Paragraph 4 No action necessary.

Paragraph 5 No action necessary.

Paragraph 6 (a) & (b) See para 7.

(c) See minute on No 41 X

XF 4255/26.

It will now be necessary to inform the Govt in not prepared to accept the addition proposed... to Clause 2 (iv) of the Post Lease add that the Govt considers that

(If there had been no previous consent... 17.8.23 i.e. the proportion of the old railway rate & the old royalty)

Intended the Co have wanted... therefore their proposal... be put in force... success as proposed

27 on XF 4255/26

their interests are sufficiently protected by the proviso already attaching to the subsection.

Paragraph 7(a) No ~~action~~ action necessary (b) in view

Sub Co memo 1/1/20

do memo 1/1/20

(c) No action necessary: this is very gratifying... been difficult to oppose the Coy. (See Note above 30 of XI 4255/26, para 2(a) of the letter to Sections on 9.10.26 for an explanation of this point)

7(d) Presumably the Company have been furnished by their Management with a copy of their "description" of para 6(a) above.

I now send a copy of the description of 4. (c) of letter to them 20/9/26 to the Coy. (say) it is understood to be

the result of discussion with their local Manager & subject to any views they may have will be incorporated in the Post Lease clause. Say that Govt reports that the annual

allow for sum of... additional... will then arrange for payment to

Don't know what this means

he made C.A. for the Co. on behalf  
of Keira. C.A. to be enforced in  
short draft.

Paragraph 7(c).

See C(3) of the Maisadi Company's  
letter of 18 August 16. (2) or NP 4255 (26)  
Also No 741. on that file & minutes  
thereon.

Clearly, as the railway line  
is required for traffic to & from the Oil  
Co's plot. ("67" on plan with  
this despatch) the Govt. must  
provide for the use of the line right  
up to the Company's boundary, &  
not merely up to the junction  
with the line (see) to the Govt. plots.

Since the Coy. has the substance  
of the Govt's remarks on this  
question, ref. C.3 of their letter  
of Aug 18. - [including the  
2nd para as to possibility  
of acquisition  
under Clause 11(i) of the lease  
at no distant date]. It may  
that in the event S.S. hopes  
they will not consider it necessary  
to press the attention of their  
aided agent to their clause  
we would in volue further ref. to the Govt.

\* Galt's own  
the streets  
\* But in view of the definite  
limitation in the old lease  
see it of Galt's plan - it does  
not look as if we  
can insist on the  
M.P.

\* below the  
'B' in 'Branch'  
on plan.

omit [ ]  
J.M.

x Paragraph 7(f).

Clauses 2 (a) & 2 (b) of the Post Lease  
reserve to the Govt. (a) right of way and  
(b) right to construct a road, respectively,  
along the foreshore where co-terminus with  
the demised premises.

I understand this paragraph of the  
Govt's despatch to indicate that, as  
the land underneath the Converter Plant  
is not demised (this having been agreed  
with the Coy's local manager), the  
Company's land leased to the Company  
is nowhere adjacent to the foreshore  
→ therefore there is no necessity to reserve  
strips for a Govt. right of way. (Presumably  
there will be no difficulty as to fringe  
under the Converter belt; the plan  
of the wording of Clause 2 bears this out.)

Inform the Coy. accordingly,  
pointing out that the amended  
"description" now furnished by the Govt.  
for insertion of Clause 2 includes  
the Converter plant pier, with  
access to the supports & right to carry  
the pier is drawn up in the light of  
this arrangement that...

which indicate that  
the belt runs on "supports".

D

Approved  
J.M.

N.B. The original  
proviso to Cl. 2 (iii), as  
printed, can also  
be struck out. (cf. p.  
of C. 5. of 31. on X 4255)

to J.M.

also necessary to amend the form of  
Grant (page 2 of the lease) as indicated  
by the Government, & enclose duplicate  
of the new deed plan for perusal & return,  
explaining that this is the only copy we have been  
sent for the...

Paragraph

7. (b) Inform the Company, re<sup>o</sup>  
C. (6) of C. O. letter of 20 Sept. 1942, in which  
that the Govt. agrees to the proviso  
a division is to be made of a proviso as suggested  
in the last sentence of that letter  
subject to the further proviso now  
handwritten with amendment for the purpose of  
seeing that in ascending order of the words  
of 6 (b) D. the 1st is the requirement to the Govt.

See 0787  
undrawn  
please see  
reasons of finance  
for 1 hour  
1942

7. (b) The requirement of the  
Govt. in the proviso is one  
of the points on which we are awaiting  
a reply from the latter Govt. (See  
No. 2 on this file)

7. (c) & (d) } No further action  
7. (k) }

8. Inform the Govt. re<sup>o</sup> handb. of  
on letter of 20 Sept. 1942 (XF 4255726)  
into the half acre plot at Kapiado  
not now being required.

9. ~~Paragraph 8~~ clauses have  
been as quick as the rest of us over  
this business.

F.



(d) Your paragraph 2 (d).

I note that should the Company apply for any further portion of the lien area the alternative offer mentioned in paragraph 8 of my despatch No.1539 of the 17th December may be made at my discretion.

I have, however, to inform you that the British Imperial (South Africa) Oil Company have applied for an extension of their plot into this area and that with the advice of my Executive Council I have approved the alienation subject to:-

1. That such alienation does not perpetuate the user of the pipe line constructed by Messrs Smith Mackenzie and Co. on behalf of the Oil Company which crosses the foreshore and traverses the Magadi Soda Company's pier.
2. That it is certain that no rights of the Magadi Soda Company over the plot in question are involved.

(e) Your paragraph 2 (e).

With regard to the pipe-line constructed at the Magadi Company's pier by the British Imperial (South Africa) Oil Company, Limited, I would refer you to my despatch No.563 of the 29th May and to your despatch No.764 of the 9th August in reply. Vide also in this connection the remarks in paragraph 7(b) below.

(f) Your paragraph 2 (f).

The figure of £518 for premium to be charged for the occupied land at Shimanzi was due to an error in computation made by the Commissioner of Lands. I agree that the figure should be £322.15.5.

(g) Your paragraph 2 (g).

I observe that you agree with the contention of the Company that a Clause reserving the right to Government to distrain in certain circumstances should not be included in the Lake lease, recourse, if necessary, being had to the Law.

(h)

(h) Your paragraph 2 (h).

I note that the matter of the rate of interest on the difference between the old and new rates as applied to the reduction of the purchase price of the Magadi Railway is closed and that the rate of 4% stands.

(i) Your paragraph 2 (i).

As regards the date from which the new rates of royalty and freights provided for the Railway Lease should be brought into application, I would invite attention to Mr. Northcote's despatch No. 691 of the 12th July.

(j) Your paragraph 2 (j).

I observe that amendment to Clause 6 of the Railway Lease will be made by the use of the words "additions and betterments" and that provision will be made for arbitration in the Lease.

(k) Your paragraph 2 (k).

The amendments to Clauses 10 and 11 of the Port Lease providing for the purchase of a portion of the Piers and Depot Works is noted and also the statement that Government will proceed to exercise the right to purchase the section of the branch line at Shimanzi as soon as the Port Lease has been executed.

(l) Your paragraph 2 (l).

1. With regard to the amounts of the difference in freight between the old and new rates as from the 1st November 1924 the sum of Shs. 8,058/- was paid by the Company to the Kenya-Uganda Railway on the 6th September 1926.

2. In regard to soda royalties, the Acting Treasurer contends that the amount of Shs. 76,890/89 is due to the Colony from the Railway Administration on account of these royalties calculated at the rate of Shs. 1/50 in the terms of the new Agreement up to and including the 31st December 1925 as follows:-



125

From	To	S.	Cts.
From 1.1.1924	to 31.12.1924	6,086.	59.
" 1. 1.1925	" 30. 6.1925	30,355.	59.
" 1. 7.1925	" 31.12.1925	41,448.	71.

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Shs. 76,890.                      89.

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The General Manager of the Railway disagrees with the contention and states the question to be whether a retrospective adjustment against the advice of the Railway should amount simply to a loss to the Railway and a payment to the Railway of the Government royalty.

A reference to paragraph 16 of my despatch No.1539 of the 17th December, 1925, and to paragraph 2 of your despatch No. 205 of the 27th February establishes the fact that I also advised against the retrospective adjustment which was made in deference to your views.

In point of fact the Colony has waived more than the Railway and, at the General Manager's request, I submit the difference of opinion for your adjudication.

(m) Your paragraph 2 (m).

Correspondence on the subject of water supplies and water rights is now proceeding between the local authorities concerned.

3. Your paragraph 3.

(a) The question of the description of the Kilindini area and the deed plans is dealt with in paragraph 7 (d) and (f) below.

(b) The matter of the use of the Magadi Soda Company's pier at Shimanzi for the importation of fuel oil in bulk is dealt with in 7(h) below.

4. Your paragraph 4.

The draft amendments of Messrs. Sutton Osmany and Oliver to the three Leases are noted.

15.

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5. In my telegram No.273 of the 17th August I have informed you that I agree to the modification of the Railway Lease, Clause 4(IV)A and the Lake Lease Clause 5(V)A so as to omit the stage of liability producing 75,000 tons of Soda, that is that liability to produce 50,000 tons would continue until October 1931 and be followed by a liability to produce 100,000 tons.

6. (a) In my telegram No.346 of the 14th October, I informed you that the precise description of the property in Clause 2 of the Port Lease would be discussed with the local Manager of the Company. The result is shown in paragraph 7(d) below.

(b) With reference to your telegram of the 20th October my comments necessarily awaited the receipt and consideration of your despatch No.944 of the 7th October in the matter of the Port Lease Clause 2(iii), relative to Government user of the branch railway at Shimanzi, and they will be found below in paragraph 7 (e).

(c) I have informed you in my telegram No.346 of the 14th October that I consider Clause 2 (IV) of the Port Lease should, in my opinion, be retained as drafted.

7. I now proceed to deal with the considerations arising out of your despatch No.944 of the 7th October:-

Lake Lease.

(a) Clauses 5(V)(A) I note the amendments which have been accepted.

(b) Clause 5(VIII). I have no objection to the proposal to exempt from inspection by Government any new plant which may be installed after the completion of the lease for the purpose of improving the soda product.

Railway Lease.

(c) Clause 18. I have no objection to the acceptance  
/ of

XF 4255  
1004

XF 4255  
Vic 41

XF 4255/16  
Vic 42  
Vic 42

XF 4255 26  
Vic 41

Vic 32

of the amendment now proposed by the Company made with the object of avoiding any possible difficulty in the event of the determination of the Lease otherwise than by effluxion of time, without the Government exercising its option of purchase.

Port Lease.

(d) Clause 2. A description of the property for inclusion in Clause 2 is enclosed. The amount due for Survey fees in respect of the additional area is Shs.267/50 and I should be glad if payment could be arranged.

(e) Clause 2 (iii). The General Manager of the Kenya Uganda Railway considers that provision is required for the use by Government of the Branch Railway not merely as far as the junction for the Government pier but up to the Company's boundary. The Branch Railway is in constant use by traffic to and from the go down and sidings of the Imperial Oil Company beyond the point "D" to which reference is made in paragraph 3 of the Magadi Soda Company's letter of the 18th August.

XF 4255  
No 27 16

In this connection I have to observe that the General Manager may have to ask, at no distant date, for the acquisition of this part of the Branch Railway under the provisions of Clause 11(i).

(f) Clause 2(V) and (VI).

The question has been discussed with the local Manager of the Company who has expressed himself as satisfied if the Company's rights in the Conveyor Plant remain unimpaired and if the description of the demised premises includes all buildings and plant thereon. Consequently there is no necessity to make the reservations set out in Clauses 2(V) and (VI).

All the land beneath the Conveyor Plant and the Pier does

(not

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not form part of the land demised the descriptions of the parcels in the grant and in Clause 2 of the schedule require amendment in order to make the position absolutely clear. A new deed plan will be required and this is enclosed. The description in the grant requires amendment by the addition after the word "appurtenances" in line 8 of page 2 of the words:-

"but not including the land upon which the said pier and conveyor plant are constructed."

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(g) Clause 6 (ii) (D). I agree that as the general question of the future of the Port is not settled it is not desirable that the present lease should fix a definite proportion between the Port dues at Shikwaga and at the Government pier and I agree with the suggestion made in paragraph C.6 of Colonial Office letter No. XF.4255/25 of the 20th September last, that the port dues to be levied on ships using the Company's pier only should be on the basis fixed for other ships calling at Mombasa Harbour and not going along with Government wharves or piers. There should however be a special insurance payment of charges for tugs etc. when these services are required by ships using the Company's pier.

(h) Clause 6 (ii). I note the amendments relative to the British Imperial (South Africa) Oil Company and the importation of oil intended primarily for the use of the Magadi Company.

(i) Clause 11 (ii) (C). The comparative amendment with Clause 19 (ii) C of the Railway Lease is noted.

(j) Clause 11. Proviso. I note the amendments deleting the proviso which gives the Government the prior right to the enjoyment of the Port Works in the event of purchase.

/(k)

(k) Clause 12A. I observe that the figure of £71,477.13.6. certified by the Government Director, Mr. Marriot, has been accepted.

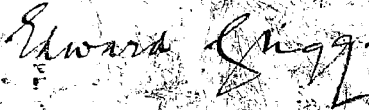
8. The half acre plot desired by the Imperial War Graves Commission is now stated by the Deputy Director of Works in East Africa not to be required.

19. In conclusion I venture to express the hope that the outstanding questions can be brought to a speedy settlement.

I have the honour to be,

Sir,

Your most obedient, humble servant,



G O V E R N O R .

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Clause 2.

The Crown Agents for and on behalf of the Government hereby grant and demise to the Lessees FIRSTLY ALL THAT Depot Works at Shimanzi near Kilindini known as the Magadi Depot and the Branch Railway Line leading from the Kenya and Uganda Railway at Kilindini to the said Depot Works together with all appurtenances and all the land held therewith and the dwelling houses and buildings thereon the boundaries of all of which are and the site thereof is delineated on the plan annexed hereto and is thereon bordered red and SECONDLY ALL THAT the Conveyor Plant and apparatus used in connection therewith and the Pier adjacent thereto known as the Shimanzi Pier which said Conveyor Plant and pier are bordered green on the said plan but excluding the land beneath the said Conveyor Plant and Pier Reserving unto the Company full and free right to carry its Conveyor Plant over the land bordered green together with the right of access at all times to the supports of the Conveyor Plant for the purpose of maintenance.

Mr. Whitehead 3/2/27.  
 Mr. Seel. 3.2.  
 Mr. B. J. Harding.  
 Sir O. Strachey.  
 Sir J. Shuckburgh.  
 Sir G. Grindle.  
 Sir C. Davis.  
 Sir S. Wilson.  
 Mr. Ormsby-Gore.  
 Earl of Clarendon.  
 Mr. Amery.

X10110 / 2  
 27 Kenya B1

Ans'd  
 no. 8.  
 Sui,  
 4 Feby., 1927.  
 I am etc. to ack.

C
h
D

DRAFT.

The Secretary,  
 the Magadi Soda  
 Coy. Ltd.

Copy to Sutton, Omaining  
 27 APR 1927

Rec'd. Carley  
 with new desps.

31  
 on  
 25/4/27

the recd. of your letter of the  
 1st. of February regarding  
 the draft leases of the  
 of the property in Kenya  
 of the Magadi Soda Coy.  
 and to inform you that  
 the ~~has not yet received~~  
 the reply has now been received from  
 from the Govt. of Kenya  
 observations on the  
 various questions  
 still outstanding which,  
 as indicated in the letter  
 from this Dept. of the 20th  
 of Sept. last, were  
 referred to him.

The Governor  
 I am

understood, however, that

his reply may be expected

by an early mail, and

if your letter will be

sent to you as soon after

its arrival as possible.

reply will receive

Mr. Amery's

early version, and

a further letter will

be sent to you

as soon as possible

2. ~~It is to be noted that~~

in the connection I am to

write, no doubt, facilitate

desire that it would be convenient

if the S. P. were in a post box

at some time, one of the

mile ~~distance~~ is of consider at the same time

the Company's ~~plans~~

some points which

were left for their ~~con-~~

from the ~~help~~

to the ~~order~~ of the 20th.

the ~~order~~, viz:-

(C.4) Whether they wish to

1,000 for the ~~re-~~version of the

proviso to the original sub-

clause 2 (iii) of the Port Lease,

10/10/35  
10/10/35  
10/10/35  
10/10/35

Mr.  
Mr.  
Mr.

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.

DRAFT.

27  
4/11  
21-4-35

handy, who ~~obtain~~

form of words they would

propose for the purpose.

(C.4) Whether the

negotiations with the

the ~~company~~ referred to

in para (C) of ~~your~~

letter of the 12th

request are complete

(C.5) whether they

wish to suggest that

the ~~provisions~~ referred

to in clause 6 (ii) of the

draft Port Lease are to

be excepted only from

the obligation to

deliver up in good

repair and condition,

or also from the

preceding obligation



to maintain in good  
repair and condition.

END

I am etc

T. ALLEN,

Secretary of State,