

opportunity to observe with regard to
 the draft railway lease ^{of the railway to the Nagadi} that the Acting
 Governor of Kenya has now reported that
 no record is available locally of the
 original capital cost of the Nagadi
 Railway. It has also been
 ascertained that the Crown Agents for
 the Colonies are not able to furnish the
 necessary information from their records.
 The Crown Agents state that the former
 Nagadi Soda Company placed a contract
 with Messrs. Paulin and Company for the
 construction of the railway in 1911 for the
 sum of £510,000, but they are not able to
 state the amount of the capital outlay. In
 the circumstances, Mr. Abery would be glad to
 know whether you are in a position to furnish
 any indication as to the sum which should be
 provided in Clause 11(A) of the draft railway
 lease.

I am, etc.,

4. Messrs. Jutta, Owen and others
 the Station to the C.A. have been included
 in the draft lease and Railway lease

1925

E. AFRICA

20430

6 MAY 25

DATE

CROWN AGENTS

20th May 1925.

REGULATION

W.A. O. PENSION SCHEME,
 RATES OF CONTRIBUTIONS.

Refers to contributions of Dr J. H. Thomson,
 Mr R. Jones, and Mr R. P. Caldwell, which are higher
 than the rates applicable to their scales of salary.
 Requests instructions as to refundment.

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Previous Minute

MINUTES

Dr. Thomson

The mistake has arisen through
 ignoring the efficiency bar part of which
 provides a maximum for the purpose of
 contributions. As to the precise point at
 which a new maximum operates see the
 question raised by the C.A. in 2/19/1.
 If found not to be made the amount will
 be affected by the decision on that point.
 Dr. Thomson has now reached £800, he is
 being provided to 500; he will in
 any case shortly contribute on a maximum
 of £900

Subsequent Paper

2/19/1

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portions are planned to contain the buildings already erected on the land over which a lien was given in 1910.

No stand premium is payable in respect of the original area and the rental thereon is to be as heretofore, one peppercorn if demanded. The portions coloured green, however, should be subject to a stand premium of £1167 and an annual rent of £280/2/66. These figures are based on a capital valuation of £1500 per acre, and are proportioned in the manner authorised by Government, i.e. one-fifth of the capital value as stand premium and 6% of the remaining four-fifths as annual rent.

(4) The sum to be named in Clause 12 as the agreed amount of the capital outlay on the construction of the Pier and Depot Works will be inserted later.

3. I am to take this

opportunity

Company's property at Kilindini, which formed the subject of a lease executed locally. A copy of this ^{local} lease is ~~now~~ being sent ^{home} by the Acting Governor, and on its receipt the necessary reference will be inserted.

(2) A full description of the Depot Works etc., will also be incorporated in Clause 2 of the draft lease on the receipt from the Acting Governor of the earlier local lease.

(3) With regard to the last paragraph Clause 2, the payments provided for in respect of rent and premium are those recommended by the Government of Kenya. In this connection, the following extract is given from a memorandum which has been received from the Acting Governor:-

*Apart from the Branch Railway line, etc., the parcels of land to be granted in the new deed are as shown on the enclosed plan. The area bordered red is the present plot of 13.65 acres. The three portions coloured green comprise in the aggregate 3.89 acres. These

particls

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AM
h

Seal. 5.5.25

Bushy
Mombasa 6.5.25



DOWNING STREET,

9 May

1925

DRAFT.

Secretary,
Soda Co. Ltd.

Sir

I am etc., to acknowledge the

receipt of your letter of the 29th of April

and to inform you that printed copies of the

preliminary draft lease of the Magadi Pier

and Depot Works have now been received, and

~~copies of the draft are enclosed~~ ~~to you~~ ~~two copies thereof for~~

your information in accordance with

paragraph 3 of the letter from this

Department of the 20th of April.

Upon further consideration of this

draft lease in this Department, Mr. Avery

wishes to offer the following observations

on its terms -

- (1) Space has been left on page 2 of the draft lease for a reference ^{to the} ~~(in the preamble)~~

to the lease of the former Magadi Soda

*2 copies
sent to B.
A. Smith*

*2 copies
sent to B.
A. Smith*

1977

addressed to the Company and to invite your attention particularly to paragraph of this letter regarding the sum to be mentioned in clause 20 (a) of the draft Railway Lease as the amount of capital outlay in the construction of the Nagadi Railway.

6. I am to take this opportunity to acknowledge the receipt of your letter of the 30th of April transmitting 12 prints of the draft lease of the Company's pier and depot works at Killipini. It will be seen from the enclosed correspondence that copies of this draft lease have been sent to the Company for their information pending further consideration.

Yrs, etc.

It is a matter well to find to receive in due course of this of any communication which you address to the Coy, together with a copy of the draft lease and Railway Lease showing any further amendments which may be effected hereafter.

(Signed) W. G. TOMLIN

4. With regard to paragraph 5 of the letter from this Department to the Company dated the 28th of April, I am to request you to arrange for the substitution of the expression "Magdall Pier and Depot Works" for the word "port" in the definition in Clause 1 of the Railway Lease and to make any consequential alterations in the draft letters.

5. With regard to paragraph 6 of the letter of the 28th of April to the Company, Mr. Amery would be glad if you would submit to him before writing to the Company on this point a draft clause to be inserted in the Lease giving effect to the intention explained to the Company in that paragraph.

6. I am also to enclose for your information and guidance a copy of a further letter which is being

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6. I am also to enclose for your information and guidance a copy of a further letter which is being

the sub-clause.

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4. With regard to paragraph 5 of the letter from this Department to the Company dated the 28th of April, I am to request you to arrange for the substitution of the expression "Magadi Pier and Depot Works" for the word "port" in the definitions in Clause 2 of the Railway Lease and to make any consequential alterations in the draft letters.

5. With regard to paragraph 6 of the letter of the 28th of April to the Company, Mr. Amery would be glad if you would submit to him before writing to the Company on this point a draft clause to be inserted in the Lease giving effect to the intention explained to the Company in that paragraph.

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5. With regard to paragraph 6 of the letter of the 28th of April to the Company, Mr. Amery would be glad if you would submit to him before writing to the Company on this point a draft clause to be inserted in the Lake Lease giving effect to the intention explained to the Company in that paragraph.

6. I am also to enclose for your information and guidance a copy of a further letter which is being

Company.

3. It will be observed from the Company's letter of the 29th of April that they desire that you should communicate with them direct regarding the amendments to the draft leases of Lake Magadi and the Magadi Railway. The Secretary of State agrees generally with you on communicating with them on the terms of the draft letter enclosed with your letter of the 23rd of March subject to the following observations -

(1) It was understood at the meeting with Mr. Oliver that the Company should be asked to agree to retain Clause 4 (VII) of the Railway Lease.

(2) With regard to Clause 4 (VIII) (b) of the Railway Lease, while it is agreed that the Company should be pressed to allow this clause to remain as originally drafted, it is considered that if they do not agree

to retain it, the Secretary of State will be prepared to accept the clause as amended in the draft letter enclosed with your letter of the 23rd of March.

del. 5/12/25
w/ho to
Stanley 5.25/25
rachey.
muckburgh.
Gore.
AFT.

DOWNING STREET,
9 May, 1925.

Sutton, ^{Sr}
Ommaney and Oliver,

Gentlemen,

I am etc., to acknowledge the receipt of you. letter of the 27th of March, forwarding ~~transmitting~~ copies of the draft leases of Lake Magadi and the Magadi Railway in Kenya, amended after the discussion with Mr. E. G. Oliver, on the 24th of March, of the alterations to the draft leases suggested by the Magadi Soda Company.

I am now to transmit to you the accompanying copies of correspondence with the Magadi Soda Company, regarding the draft leases and other matters arising out of the reorganisation of the former Magadi Soda Company.

10/25
copy to be sent to Mr. Stanley
copy to be sent to Mr. Oliver

- Magadi Soda Coy. 9th Mar. 11105.
- Magadi Soda Coy. 28th Apl. 18410
- Magadi Soda Coy. 29th Apl. 19499.
- Magadi Soda Coy. 30th Apl.

- 8 MAY 1925

OSBURN & OLIVER

E. S. OLIVER

11, MARK LANE

TELEGRAMS: OSBURN & OLIVER

TELEPHONE: 2511

RECEIVED
12 MAY 1925
C. G. L. 111

3 & 4, GREAT WINCHESTER STREET,

LONDON, E.C. 2

11th May 1925.

19788/25.

Sir,

Magadi Soda Company Limited.

We beg to acknowledge receipt of your letter of 9th instant and its enclosures relating to the drafts of the Leases to the Magadi Soda Company Limited.

We will send you shortly for approval a draft of the new clauses for the Lake Lease and of the letter which we propose to send to the Company.

Your further instructions shall have our attention.

We have the honour to be,

Sir,

Your obedient servants.

The Under Secretary of State
Colonial Office



19788

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2 MAY 25

ALL COMMUNICATIONS
TO BE ADDRESSED TO THE
OFFICE OF THE UNDER SECRETARY OF STATE FOR THE
COLONIES
OF THIS LETTER BEING QUOTED.
FOLLOWING REFERENCE:
"GRAMS," CROWN, LONDON
TELEPHONE, 7730 VICTORIA

Q/Sec. Kenya 31a.

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

1st May, 1925.

Sir,

3c
0.00
In reply to your letter No. 17785/25 of the
23rd April, I have the honour to state that we are unable to
furnish the information desired from our records. We only
know that the former Magadi Soda Company placed a contract
with Messrs Peeling & Company in 1911 for £575,000, but we
doubt whether the total amount of the capital outlay which
was made by the Company in the construction of the branch
railway in question can be ascertained from any other source
than the Company's books.

I have the honour to be,

Yours faithfully,
[Signature]

115A *10-6-11*

Under Secretary of State,
COLONIAL OFFICE - S.W. 1.

figure 58 in (2) of the first lease will
be forthcoming.

I have submitted drafts for cons. to the
Coy. - based on minutes of 1949/25 except
for the last part of that minute which is
no longer necessary and to the solicitors.

Please to consider it for
sending copies of cons. See ^{new} minute
on 20686.

55.25
18686 > 26