

1925

KENYA

C.O.
19233

DATE

29 APR 25

CROWN AGENTS.

28th April 1925.

KILINDINI HARBOUR WORKS.

Fwd comments by Messrs Coode, Fitzmaurice, regarding date of completion. Copy has been sent to Kenya.

Previous Paper

O.A.C. 19566

MINUTES

The Committee expressed opinion that it
felt natural that the work should
be finished by April 1925, or
1926 at the latest. However, I am not
frugal over the matter and unless the
same could be done better than a part
(very reasonable in view of the amount
delay which has always occurred)
has indicated our position. I believe,
I suggest that we should not CA 5
being to be finished on 5 days.

W.S. 29.4.25

A copy has been sent to Kenya. I am not clear as to the
advantages to be expected from discussion, but it may help.

And copy of 19566 to CA & support. CA 5
for discussion. HZ

1 MAY 1925
17 MAY 1925
See when finished
place.

Subsequent Paper

6.A. 25553

S. K. L. L. L.
Mr. Ormsby Gore

Kilindini Harbour Works

Mr. Mitchell, Colonel Carmichael and Mr. Spiller called ~~the~~ ⁱⁿ morning.

The actual construction of the ~~wharf~~ ^{wharf} reclamation etc., is now finished, and what prevents the wharf from being used is the non-completion of the sheds. The original contract provided for one double story shed at the back (i.e. under the cliff) and two single story sheds in the front. Soon after the contract was signed this was changed to two double story sheds at the front, with no shed at the back. Nothing was said regarding extra time for this variation, and the contractors were simply told to carry out ~~the~~ ^{the} work. It is probable that if the Government had told them that they were expected to complete in the contract period of three years, they would have demanded extra time, and we should have known better where we stood. On the other hand, as they did not say that extra time would be necessary, it is doubtful how far they can claim it now.

Mr. Mitchell pointed out that the change made extra time reasonable, as the construction of heavy two story sheds at the front of the work could not be taken up until the ground work was complete, or nearly so.

Everything now turns on the sheds, and the wharf is useless until, at all events, the first 7 bays of the first shed are ready. The wharf can then be used for lighters, but not for ships until the two sheds are completely finished.

The use of the wharf would in any case have been

held

to suggest
to further
for the
might also
be raised
in the
middle
construction
of the
work
could



C. O.
19233
29 APR 25

204

ALL COMMUNICATIONS
TO BE ADDRESSED TO THE
CROWN AGENTS FOR THE COLONIES.
THE DATE OF THIS LETTER BEING QUOTED
THE FOLLOWING REFERENCE: B. 30/5

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

28th April, 1925.

Sir,

I have the honour to transmit for the information of the Secretary of State, the enclosed copy of a letter from Messrs. Coode, Fitzmaurice, Wilson and Mitchell, regarding the date of completion of the Contract for construction of the Kilindini Harbour Works and the question of certain portions of the work being taken over beforehand by the Colonial Government.

2. A copy of this letter has been forwarded to the Colony for the information and guidance of the Government.

I have the honour to be,

Sir,

Your obedient servant,

W. H. Mitchell
for Crown Agents.

Under Secretary of State,
COLONIAL OFFICE.

CA.

9, Victoria Street,

London. S.W. 1.

23rd April, 1925. 205

KILINDINI HARBOUR CONTRACT.

Gentlemen,

When our partner, Mr. Mitchell was at Kilindini in December 1924, the Contractors' Agent stated that he hoped to have No. 1 Transit shed sufficiently far advanced to be able to hand over a portion of it and the quay in front, by 1st May, 1925.

From the amount of work done during January and February of this year it became evident that there was no possibility of the above date being adhered to, we thereupon requested the Contractors to give us dates for the completion of the various parts of the works.

They replied on the 21st March 1925, to the effect that they anticipated that:-

- (a) 7 Bays of No. 1 Shed will be complete ready to hand over including Wharf etc. to the south of cross section No. 10 by the 15th August 1925.
- (b) The whole of No. 1 Shed including the Wharf etc. south of cross section 12.50 by the 31st December 1925.
- (c) The completion of the whole work by the 31st August 1926.

The late dates given for the completion of the Contract is over 18 months later than the present extended date for completion, May 1st 1925. Though every endeavour will continue to be made to expedite the date of completion, we fear it is unlikely that the Contractors will complete the various parts of the work such earlier than the dates they have now given.

2. much work for 1st Dec 1925
2. shall they find to meet

5. Since then we have been in negotiation with the Contractors with a view to a portion of the work being handed over before the whole is completed.

6. On the 31st March 1925, we wrote them as follows:-

"We are informing the authorities of the dates on which you now contemplate completing various portions of the work. As soon as we hear from them we will address you again on the subject of handing over a portion of the work before the whole is completed. You will remember that at our interview on the 24th April, 1924, Colonel Lyell asked that in consideration of your handing over a portion of the work before the whole was completed you should be relieved of such of the work as is handed over. In the subsequent correspondence, vide our letter of the 25th April, 1924 and your reply of the 30th April, 1924, we came to an agreement on this subject. We presume this arrangement, which we are prepared to recommend the Colony to accept, still holds good"

to which they replied on the 2nd April, 1925:-

"We are ready and willing to assist the Railway Department in any way we can provided it will not hamper our work to bring into use as much of the wharf as possible after arrangement with our Agent at Kilindini. The arrangement as regards maintenance, see your letter of the 25th April, 1924, and our reply 30th April 1924, will hold good"

7. We have since had interviews with Colonel Lyell, of Messrs. Pauling and Co., Ltd., at which he stated that provided the handing over of the portion did not hamper them in the completion of the remainder of the work, they would not make any claim against the Government on account of this handing over. He also expressed the opinion, in which we concur, that it should be possible to hand over certain portions of the work as completed without interfering with the progress of the remainder. This question of interference could, however, only be settled definitely on the spot at or about the time the handing over is to take place.

8. We recommend that if, as we believe to be the case, the Authorities in the Colony wish to take over portions of the work as they are completed, the procedure should be, that on or about the 15th August 1925, our Resident Engineer should arrange to take over 7 Bays of No. 1. shed and the Wharf etc.

south of cross section No.10 provided the Contractors Agent can give him a letter to say that this handing over will not hamper their work or give rise to any claim. On or about 31st December, 1925, a similar procedure should, we recommend be adopted with regard to the taking over of the whole of No.1 and the Wharf etc. south of cross section 12.50.

When the question of handing over a portion of the work before the whole is completed, was taken up with the Contractors last year, they asked that they should be relieved of the maintenance of so much of the work as was handed over. We were not prepared to recommend that this request should be acceded to wholly but informed them in our letter of 25th April, 1924, that:-

"With regard to the maintenance of the portion of the work handed over we are prepared to recommend that you should be relieved of all maintenance of this part of the work except in so far as it may be necessitated by unsound or defective work, i.e. in relation to the portion of the works handed over clause 45(a) of the contract would read as if it ended with the words "unsound or defective" in the 8th and 9th lines. We shall be glad to know if you agree to this procedure with regard to the maintenance of the portion of the work under consideration."

To this they agreed. As may be seen from the letters quoted in paragraph 9, the agreement still holds good.

10. Seeing that the Contractors are not under the terms of the Contract bound to hand over any portion of the work before the whole is completed, we are of opinion that in consideration of their doing so it is equitable that they should be relieved of their maintenance to the extent indicated above and we recommend that the Colony should confirm our proposed action in the matter.

11. It is possible, but we hope unlikely, that the Contractors may have some claim to make on account of handling and re-stacking material stored on the area to be handed over. If so, any such claim should be settled on the spot by our Resident

Engineer, after consultation with the local Authorities, before the handing over takes place. If the claims were of any dimension it would of course be a matter for consideration whether it would not be best to defer the taking over. We discussed the possibility of such claims with Colonel Lyell, who considered them remote. We mention it, however, so that the local Authorities may be forewarned if the question should arise.

12. To sum up we recommend that the Colony should take over the portions of the work indicated above as soon as the Contractors are prepared to hand over, provided such handing over is accompanied by an undertaking from the Contractors to the effect that the handing over will not give rise to any claim.

We have the honour to be,

Gentlemen.

993

220

Your obedient Servants,

For COODE, FITZMAURICE, WILSON AND MITCHELL.

(Sgd) R.H.G. Mitchell.

CA 19235
25

Subm. 20.6
Bostwick 30/7

Kauna

O. D.
R-1-MAY
D

DRAFT.

1 May 1925

Recd.

I am in acc. as recd.
of your letter E. 430/0 of the
28th of April and to thank
you for info. the acc.
copy of a letter from the
acting Secy of Kenya regarding
the date of completion of the
contract for the construction
of the Mombasa Harbour
works

Re Kenya 23/5/25
Bostwick

I have to suggest
~~that~~ ^{the} ~~best~~ ^{possible}
to ask Mr. Mitchell
to see if he can make
I have to suggest that
very little is anticipated in
I have no objection
to the work, but they think
it should be Mr. Mitchell
I am sure that the harbor

pleas I hope
that the first seven
bags of the first sheet
will be ready by the
13th August 1945

Secur

Ca. 19233/25 Kenya

231

May 15
only 15/2

SP

FT.

15 May 1945

Ca

Sent

With ref. to your letter,
E 430/5, of the 28th of April,
and the reply from this Office
of the 1st of May, regarding
the date of completion of the
contract for the construction of

The Milindini Harbour

Work, I am to request that, in accordance with the duty of service done,

that the Contractors may ^{it is hoped that} be informed that every

effort ^{will} should be made

to expedite the completion

of the works

W. O.

Signed W. O. BOTTOMLEY.