

1926

KENYA

C.O.
19788
2 MAY 25

CROWN AGENTS.

DATE
1st May 1926.

MAGADI SOMA CO. CAPITAL OUTLAY ON CONSTRUCTION OF RAILWAY.

U.S. of S.

227
222

Unable to furnish information desired. Doubtful whether it can be obtained from any other source than Company's books.

U.S. of S.

U.S. of S.

Secretary of State

Previous Paper

MINUTES

S 19788

Copy sent to Mr. G. M. ...
copy sent to Mr. G. M. ...
copy sent to Mr. G. M. ...

The local Govt cannot state the sum to be entered in clause 20(b) of the Railway lease (see F. of let on 1788/15). As the Crown Agents cannot furnish it either, it appears that there is no alternative to the unqualified course of asking the Coy. if they can make any suggestion. I have therefore included this in the draft which I submit for comment to the Coy. in reply to 19449. (see on 19718/25)

MA.

Subsequent Paper

F.O 20483

When the promised despatch of April 9 is received, we must hope that the question is

figure to go in (A) of the Post-lease, will
be forthcoming.

I have submitted drafts for conca. to the
Cry. based on minutes of 1949/50 except
for the last part of that minute which is
no longer necessary and to the solicitors

Please to consider LF 1090.
sending copies of conca. See ^{new} minutes
on 20686.

SM
5.5.55

WLD 6.5.55



19788
2 MAY 25

ALL COMMUNICATIONS
TO BE ADDRESSED TO THE
CROWN AGENTS FOR THE COLONIES.
DATE OF THIS LETTER BEING QUOTED,
FOLLOWING REFERENCE: Q/Sec. Kenya 31a.
TELEGRAMS: "CROWN, LONDON."
TELEPHONE: 7735 VICTORIA.

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

1st May, 1925.

Sir,

sc

WAC

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 Pauling & Company in 1911 for £515,806, 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,

Sir,

Your obedient servant,

WAC Birchall

for Crown Agents.

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

1925
1925

RECEIVED
10 MAY 1925
OGL OFFICE

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

11th May 1925.

231

19756/25

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,

Letter to ...

Handwritten notes:
1925
2. A. H. ...

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

Seel. 576.25

Bushy to
Bottanley 5.15/2

machey.
Sh. 20/10/19
B. 10/10/19
C. 10/10/19
A. 10/10/19
D. 10/10/19
E. 10/10/19
F. 10/10/19
G. 10/10/19
H. 10/10/19
I. 10/10/19
J. 10/10/19

Lo

3

AFT.

DOWNING STREET,
9 May, 1925.

Sutton, Sr
Omnoney and Oliver,

Gentlemen,

50/25

5/10/25
copy of copy

I am etc., to acknowledge the receipt of your 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; and

Magadi Soda Coy. 9th Mar. 11105.

Magadi Soda Coy. 28th Apl 18410

Magadi Soda Coy. 9th Apl 19499

Magadi Soda Coy. Wharfedale

2 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

- 9 MAY 1925

Company.

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 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 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 another letter which is being~~

CA 1978/25

Handwritten initials

237

Mr. Seel. 5-5-25

Mr. Brooke

Mr. B. ... 6.5.25

Mr. ...

Mr. ...

Mr. ...

Mr. ...

Mr. ...

Mr. ...

Mr. ...

O. D.
R
D
2 MAY
7

Handwritten scribbles and initials

DOWNING STREET,

9 May 1925

DRAFT.

Secretary,
Magadi 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

~~to transmit to you two copies of the draft~~

and to deliver your information, in accordance with

paragraph 3 of the letter from this

Department of the 28th of April.

Pending

2. Upon further consideration of this

draft lease in this Department, Mr. Amery

wishes to offer the following observations

on its terms -

(1) Space has been left on page 2 of the
draft lease, for a reference in the preamble

to the lease of the former Magadi Soda

Lease in lease

the copy only of
blue print.

copy to be kept up 2/4/25 or any other date

reference on 19717

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 6/11 of the remaining four-fifths as annual rent*.

(4) The sum to be asked 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