

The position is extremely complicated.

(1) There is this question of the repairs which are necessary at the Mbaraki Wharf if it is to continue to be used by the lessees - the African Wharfage Company.

(2) There is the Government's desire, in connection with the system of port control and cargo handling recommended by the Port Commission, to terminate the Company's lease of that Wharf. The Government are clearly resolved to use this repair of the Wharf as a lever to induce the Company to give up the lease, and the suggestion in this telegram that if the Company does not terminate the lease the Government will develop the other resources of the waterways amounts to a threat. I should imagine that Lord Inchcape is an awkward person to threaten.

(3) There is the fact that the Port Commission's proposals now before the ^{Imperial} Italian Shipping Committee, are held up until that Committee receive the views of shippers from this ^{Country} Company and the Steamship Companies, and that the East African Steamship Conference are waiting for information from their local representatives before they express their views to the Committee. It is to be feared that the two principal members of the Conference, the B.L. and the C.P., definitely own one of the lighterage companies - the African Wharfage Company - and that the other lines are closely associated with the other lighterage company. The Commission's proposals turn very largely on the substitution of lighterage as a concession from the Government or independent and sometimes competitive private lighterage. The Government's heavy expenditure on wharves and accommodation makes it essential that it should

not know of the question dealt
 with in this file had been
 mentioned, or not, but that,
 if it was, it ought entail
 amending the draft to hand
 In reply?

Please ascertain if this is so,
 and also see Mr J Kesley is
 minute above, and then let me
 hear (through Mr Strickley) your
 further observations, if any.

J. M. [Signature]

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notorious locally and probably true, that the African Marriage Company itself has made handsome profits. The question of repairs to the wharf was not raised.

The legal questions are more conveniently dealt with on the new paper.

W. L. S. Rowley
14.5.26

X (a) reports continued occupation of the wharf that condition was not adverse when the question was of the A. W. Coy's option. The effect is meant that, if they would the right to buy, the Govt. would not [at least the right to] give

See 423P.

C.S.
18.5.26

Doc of Mate

Then to the letter to the wharf keeper
The wharf keeper's name is not mentioned
by the wharf keeper

na

21 May, 1926.

My dear Wallace

I am sorry that I have not hitherto been able to send you a further reply to your letter of the 9th of April, but it has been necessary for me to consult the Governor of Kenya in regard to the Mbaraki Wharf.

Sir Edward Grigg tells me that he is advised that the attitude of his Government on the question of repairs is legally correct and that in no circumstances can the Government be compelled to rebuild the pier for the benefit of the Company. He also states that he is not aware of any structural defects beyond those inherent in temporary structures built of local wood and standing in sea water.

The matter is necessarily bound up with the recommendations of the recent Port Commission (whose report you will have seen), with regard to the future

working

W. G. S. I., G. O. M. O., S. C. I. E.

working of the Port and the position of the Lighterage Companies. I understand that two representatives of the African Wharfrage Company, Mr. Prudd and Mr. Cumming, have returned to England in order to discuss with your staff the question of the cancellation of the Company's Agreement in respect of the Wharf and its participation in the proposed new system of working, and I hope that a means of satisfactory settlement may arise out of that discussion. It is possible that, under the new system and under the recommendations (which I have not yet received) of our Consulting Engineer in regard to the future lay-out of the Port, the present Mbaraki Wharf would cease to be important.

Your representatives will be able to show you, I hope, that the proposed arrangements for port control and handling are not framed in any way to hamper the Steamer Companies in their work, and in those circumstances you may see no objection to the surrender of the Company's rights under their Agreement. In that case,

case, the Governor has made it clear that there would, of course, be no attempt to require that the African Wharfage Company should leave the Wharf in a good state of repair.

Yrs sincerely

(Signed) L. S. AMERY

For May
X.4042

635

Stomley 8/5/26

For up to 5 ft

and

Harding
18/5
Riley to JS

Hand (attached to H.23 of 26)

S.H. 6
10/5

C.D.
R 19 MAY
D. J. D.

DOWNING STREET,
21 May, 1926.

RAFT.

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

My dear Inchcape

I am sorry that I have not been able
to send you a further reply to your
(3492) letter of the 9th of April, but it has been
necessary for me to consult the Governor
of Kenya in regard to the Mbaraki Wharf.

Edward
Sir E. Grigg tells me that he is
advised that the attitude of his Government
on the question of repairs is legally
correct and that in these circumstances
the Government be compelled to rebuild the
pier for the benefit of the ^{Company} ~~Leases~~. He

states that he is not aware
of structural defects
more inherent in
any structure built of
wood and standing
in water

The matter is necessarily bound up
with the recommendations of the recent

Port Commission (whose report you will have seen), with regard to the future working of the Port and the position of the Lighterage Companies. I understand that two representatives of the African Wharfage Company, Mr. Prudd and Mr. Cumming, have returned to England in order to discuss the question of the cancellation of the Company's lease of the

Wharf and its participation in the proposed new system of working, and I suppose the discussion might well include the question of repairs also.

hope that a means of satisfactory settlement may arise out of this discussion.

It is possible that under the new system and under the recommendations (which I have not yet received) of our Consulting Engineer in regard to the future layout of the Port, the present Mbaraki wharf would cease to be important.

Your representatives will be able to show you, I hope, that the proposed arrangements for control and handling are not framed in any way to hamper the Steamer Companies in their work and in those circumstances you may see no objection to the surrender of the lease. In

the Company is acceptable under the new system of

that

that case, the Governor has made it 636

clear that there would, of course, be no

the first minute
attempt to ^{require that} enforce the conditions of the

tenancy agreement to the African Wharfage

Company that it should leave the Wharf

in a good state of repair.

Yours sincerely
(Signed) L. S. AMERY

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

697
X - 4042
5 MAY 1926

Dated 3rd May 1926.
(Received Colonial Office 7.40 p.m. 3rd May 1926.)

No. 144. 3rd May. Your telegram of 15th April
Mbaraki and I am not aware of the nature of the alleged
structural defects beyond those inherent in temporary
structures built of local wood and standing in sea water
but on the facts as known to this Government I am
advised that its attitude is legally correct and that
if no circumstances can the Government be compelled to
rebuild the pier for the benefit of the company. I
think the company should be clearly advised to this
effect and also informed that if they do not wish to
terminate the lease the Government propose to push on
its own development programme elsewhere vide paragraph
4 of my despatch of 16th April No. 58. Confidential.

With regard to your negotiations we are
exceedingly anxious that the recommendations of the Port
Commission may be applied without delay and that new
(?)
system of Port management may come into operation without
inconvenience and with the greatest possible measure of
acceptance by all interests concerned. I shall be grateful
therefore if you will let me know any means by which
this may be facilitated without prejudice to the real
control of the port under the system which the Port
Commission recommended. I will endeavour to meet any
difficulties felt by Mombasa or others in a reasonable

For instance I am prepared to waive the
obligation on the lessee to hand over the pier in good
order in return for immediate termination of the lease.
Our whole object is to arrive at reasonable and practical
settlement at the earliest possible moment.

PUBLIC RECORD OFFICE

C05 33/347

END

TOTAL EXPOSURES → 727

PUBLIC RECORD OFFICE

C0533/348

ORDER NO. ↔ 777
CAMERA NO. ↔ 19
OPERATOR. ↔ ECN
REDUCTION. ↔ 12
EMULSION NO. ↔ 301051
DATE. ↔ 30/9/71

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1926

VOL. 4

1913/30, 2,000-10/25, 31, & 5, Ltd., Col 100

DATE	SUBJECT
72. 4/12	Jan. Pension for Mr. W. Smith
73. 1/12	Mombasa Town Planning Scheme
74. 7/12	Order for general
75. 3/12	Redemption of mortgages on native lands
76. 1/12	Selection from the Kikuyu Contribution
76. 12/15	Land Holdings exceeding 5,000 acres
77. 1/12	Draft instructions for Admve. Officers on native labour
78. 1/12	Provision for Agriculturalists from native & estate funds
79. 7/12	Port Commissioner of Enquiry
80. 1/12	Registration of labour from Portuguese East Africa
81. 16/12	Organisation of Posts & Tele. Depts. of Kenya & Uganda
82. 1/12	Registration of labour
83. 1/12	Boundaries of native reserves
84. 1/12	Mombasa Native Market Reserve
85. 1/12	Revised Estimates, 1926
86. 1/12	Lease of Land to French Roman Catholic Mission
87. 1/12	A. S. Kapadia: Pension
88. 30/12	Aug. Appoint. of Headmaster, Arab School, Mombasa
89. 1/12	Sept. Post of Kilindini
90. 1/12	Labour Organisation and Recruitment
91. 1/12	Police Registration
92. 5/12	Oct. Post of Kilindini
	do.
93. 2/12	Sale of Land Plots in Nairobi and Mombasa
94. 25/12	Colonial Loan
95. 1/12	Sale of Land Plots in Nairobi and Mombasa
96. 1/12	Immigration of Abyssinian Tribesmen into Kenya
97. 1/12	Nov. Sale of Land Plots at Mombasa
98. 1/12	Land and Labour Policy
99. 24/12	3rd Supplementary Estimates, 1926
100. 30/12	Dec. Land and Labour Policy