

1925

KENYA

31033

DATE

7th July 1925.

BENHAM.

TEL 302

1925  
8 JUL 25

- (1) MBARAKI.
- (2) DEEP WATER BERTHAGE.
- (3) PORT CONTROL.

(1) Considers purchase shd be made apart from negotiations with Inchcape and that these negotiations shd follow settlement in respect of Harbour Policy and Port Control.

(2) G.M. recommends additional 3000 feet of which possibly 1000 feet at Mbaraki. Cost £2,000,000

(3) It appears clear that settlement cannot be effected without prejudicing other questions.

Replies to further points raised in S. of S's tel of 1st July.

ION —  
of S.  
of S.  
f. State.

Previous Paper J. 28679

MINUTES

A.C. 29405

A.C. 30446 (Deep Water Berths)

13 July 25  
15 July 1925  
15 JAN 1926  
copy x to Gen 53  
to Lt. B. Hayes  
to Mr. to Grogan  
Mr. tel. comm.  
copy x to Gen 53

If Major Grogan is to have a decision by the 12<sup>th</sup> (Sunday), it is essential to cut out for the moment all immaterial and unneeded (perhaps undesirable) questions for the present.

The main issues are that

(a) the local Govt. do not agree to the terms of our suggested settlement with Lord Inchcape; and

(b) they think that it will after all

Subsequent Paper

32158



certain that the wharves will ever live against  
the lighters.

I merely put this in as a  
caveat at this stage. For the moment the  
necessary action seems to be covered by Mr.  
Bottomley's minute.

W2 9/7/25

hsa 2/2

See further draft. Major Gordon  
called with Mr. A. C. Trenchard  
today and pointed out the  
decision - referring to 9/4/55 & 23.  
He will write a revision of the  
letter.

WCA 13.7.25

seen 13.7.25

TELEGRAM: From the Officer Administering the Government  
of Kenya to the Secretary of State for the Colonies.

(Dated 7th July)

333

(Received Colonial Office 11.55 p.m. 7th July, 1925.)

Priority.

No.302. Urgent. 7th July. Your telegram of  
1st July. After full discussion with the Executive  
Council I consider that the purchase of Mbaraki must be  
separated apart from negotiations with Inchcape and that these  
must follow settlement in respect of harbour policy and  
port control and that any agreement reached at this stage  
with Lord Inchcape might only serve to prejudice the  
position with regard to these two questions on which it is  
urgent in the interests of the Colony that an early  
settlement should be reached. Under these circumstances  
the purchase of Mbaraki must be regarded from the point  
of view stated in paragraphs 1 to 4 of your Confidential  
despatch of the 16th March as a business proposition.

As regards harbour development vide your telegram of 20th  
June General Manager has drawn attention to the rapidly  
increasing traffic at the Port and has recommended  
immediate preparation of plans for an additional 3000 feet  
of deep water berths at an estimated cost of £2,000,000.  
He suggests 2000 extra feet at Kilindini and before  
decision as to remaining 1000 ( ) by the Consulting  
Engineers as to whether the other 1000 feet should be  
built economically at Mbaraki. He points out that on  
a conservative calculation increases in traffic position  
in five years would be that tonnage would be sufficient  
against interest on the extra £2,000,000 as well as the  
cost of berths now under construction to bring down

wharfage

TELEGRAM: From the Officer Administering the Government  
of Kenya to the Secretary of State for the Colonies.

(Dated 7th July)

333

(Received Colonial Office 11.55 p.m. 7th July, 1925.)

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Priority.

104670  
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kept apart from negotiations with Inchcape and that these  
must follow settlement in respect of harbour policy and  
port control and that any agreement reached at this stage  
with Lord Inchcape might only serve to prejudice the  
position with regard to these two questions on which it is  
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CAC.  
7434  
CA 176  
15  
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against interest on the extra £2,000,000 as well as the  
cost of berths now under construction to bring down

wharfage

~~Inter~~  
 wharfage charges at deep water berth to approximately the same as the present amount included for lighterage only in wharfage Companies charges. There are other(s) strongly emphasized in favour of deep water pier extension which I put forward in a despatch which leaves by next mail. These proposals have been considered and strongly supported by the Executive Council.

In respect of Port Control vide my telegram of 27th June No. 287. The course now proposed is that suggested in paragraph 1 of your Confidential despatch referring to above. Had hoped that further negotiations might result in an amicable arrangement being made with Inchcape it now appears clear from the terms proposed in your telegram under reply that such cannot be effected without prejudice to the questions above referred to.

With regard to the points raised by you in your Priority telegram of the 1st July (2) General Manager pointed out that the increasing tonnage justifies - deep water development instead of lighterage but extension of facilities for Mbaraki would in any case require more space and if such extension is to be arranged by wharfage Companies they would require to lease further land which I take it is what you contemplate. In the latter case I presume that this Government would be free to impose such conditions as it wishes in respect of fresh lease(s) over extended area.

As regards (3) demurrage position should remain as in general railway regulations etc. so long as Mbaraki is worked by a private company demurrage charges can always be avoided by reconsignment to Government pier which cannot refuse traffic in the same manner as privately

worked

worked Mbaraki can do when full.

As regards (4) any such agreement as regards Mbaraki and Kilindini should be confined to lighterage pier and must not bind the Government deep water berth. I think it is clear that these points require further negotiation. This Government is most anxious to avoid any special concessions to the African Wharfage Company in respect of Mbaraki which would be prejudicial to its policy of the extension of the deep water berth. If any new lease is to be entered into with the African Wharfage Company the Government must be in position suggested in paragraph 4 of your despatch above referred to.

100  
1934  
25

31038/25 K

C. D.  
18 JUL  
1925

Monday 9-7.

10/7 p

Luckburgh.

via.

indle.

sterling Smith

by Gore to see whether  
has gone.

X 2. go 1/2 396

GC

T.

10 July

1925

Engin  
550  
copy to app/pc

SIR,

I am in touch the rest  
of your letter of the 10<sup>th</sup> of  
(26374) June, and to inform you that  
he has approved of the purchase  
of the Mbaraki Estate by  
the Government of Kenya at  
the price of £350,000 as stipulated

15 JAN 1926

copy to Gov 53

In your letter of the 30<sup>th</sup>  
of January, the sum (£5000)

to relinquish your rights and  
those of the Heligoland Harbour

Wharves and wharf C<sup>o</sup> Ltd. in  
the whole estate, and the only

<sup>or residence</sup> chiefly on the land, buildings

and machinery comprised in  
the estate to be the ground with

to certain other tenements

from whom parts of the estate  
have been leased and the

Company of the African Wharves

Company, and as this memorandum

of agreement of the 23<sup>rd</sup> of Nov<sup>r</sup>;

1774, of a portion of the same  
which you hold on lease from  
the Crown.

L. Oke

Key.

Blackburn.

1018.

Indle.

Westerton Smith.

Key Gore.

77

AFT.

2. On learning that you are  
in a position to meet

produce the title deed, &c.

certificates & regulations, of

the various parts of the

estate for the inspection

of the Solicitors for the

C.A. for the Colonies,

whom you will be good to

refer to the same to

complete the purchase

(Signed) C. ST. RACHEY

Exp/31038

Received 9.7.25

333

hey. 10/11 P. [unclear]

uckburgh.

ms.

ndle.

asterton Smith

by-Gore.

ry.

*[Handwritten signature]*

FT.

10 July 1925

*[Handwritten address]*  
My Lord,

copy to En 53 15 JAN 1926 Cap 174/26

With reference to your  
discussion between you  
and the Parliamentary  
U.S. of the [unclear] on  
the 30th of June, I am  
to inform you that the  
Government of King [unclear]

and with them the Government  
in full the arrangements  
suggested at that discussion  
in regard to the African  
Charter Company's position  
at Libreville, and that it is

now proposed to require the  
State, either from Messrs  
Grogan, subject to the  
consent of the African  
Charter Co. of the part  
under the name of  
agreement between the  
(Company & Messrs Grogan  
2

Key.  
Auckburgh.  
vise.  
indle.  
Asterion Smith.  
by-Gone.  
ry.

A.T.

SIR,

(Signed) C. STRACHEY

of the 23<sup>rd</sup> of Nov; 1822,

359  
Plans to leave other  
Outstanding points  
until the general  
question of Port Louis  
can be considered.

192.



of Sharp and Estate Co, in  
addition to the sub lease to the  
American Sheep Company.

2. It is understood <sup>from you</sup> that these  
additional sub leases are those of  
"plots A. 51, 52, 54, 55, 56" ~~and~~

mentioned in your letter to Sir  
Herbert Read of the 26<sup>th</sup> of Sept;

1923, and that they are so

marked in a plan 5/32 surveyed

by Lt. J. H. Ke<sup>th</sup> Ewen & dated

May 23<sup>rd</sup>, 1925, and is the

possession of the Land Office

Signed W. J. TOMLEY.

of Wharfedale and Gt. Ouse Co., in  
addition to the sub-leases to the  
L.P. Wharfedale Company.

2. It is understood <sup>from you</sup> that these  
additional sub-leases are those of  
plots A 57, 52, 44, 55, 56" ~~and~~

mentioned in your letter to Sir  
Herbert Read of the 26<sup>th</sup> of Sept.,  
1923, and that they are so

marked in a plan S/32 surveyed  
by Mr. J. H. McEwen & dated  
May 23<sup>rd</sup>, 1925, and in the  
possession of the Land Office

47554

M. E. W.