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WORTHY SIR,

PORT ARRANGEMENTS AT KILINDINI AND MOMBASA

1920
20th MAY

Proposes on return to establish a Port authority at Mombasa with Port Captain as Executive Officer. Doubts if Capt H. W. Turner will be a big enough man to carry out Work required, will report further on return

Last previous Paper.
20099

control
dine Par.
subsequent Paper.
50570.

Sir H. Read.

I do not think we can do anything but await events on Sir E. Worthy's return

As to Capt. Turner, he was recruited from the W. I. long after the Port administration question arose & I shall be sorry if he is to be superseded.

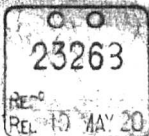
? Partly W.S. 12.5.20

H. W. also H/22954

Better send copy of memo to the S.A.S. for record & at once.

to J.R.

12/5/20

77 Carlisle Mauritius
West Indies Co. Ltd

Under Secretary of State

8th May 1920

Sir,

I have the honor to acknowledge the receipt of your letter No. 1966/1920 of April 23rd regarding Port arrangements at Kilindini and Mombasa.

2. Now that most of the Chambers of Commerce and other interested parties seem to have come to a better understanding in the subject, I propose, on my return to the East Africa Protectorate to establish a proper Port authority at Mombasa with the Port Captain as their Executive officer to carry out the scheme originally proposed by me in August last which may have to be amended in detail as a result of recent suggestions.

3. I doubt whether Captain H. W. Timon who recently, I believe, returned to the Protectorate from Trinidad will prove to have sufficient experience or be a big enough man to carry out the work of a Port so rapidly necessary in importance.

4. I will report further what action is taken after my return.

I have the honor to be

Sir

Yours obedient servant

Edward Northey

Governor of the East Africa Protectorate

Inclosure in Despatch No. 1030 of 21.9.1920.

No. 404.

Mombasa.

12th August 1920.

Your Excellency,

The Advisory Board appointed by Your Excellency on the 27th July 1920 to consider various proposals with regard to the handling of cargo at Kilindini and to make early recommendations to you, have the honour to report as follows:-

1. The Board met on the 7th instant and again on the 11th. There were present at each meeting the following:-

The Hon. F. W. Major, C.M.G., I.S.O.	Chairman.
Mr A. Crossman	Chairman, Mombasa Chamber of Commerce.
Mr F. H. Clarke)	Members of Mombasa Chamber of Commerce.
Mr W. Fletcher)	
Mr A. E. Garland	Clan Elierman Harrison Lines of Steamers.
Mr W. E. Lello	Union Castle Mail Steam- ship Co.
Mr W. A. M. Sim	African Wharfage Co. Ltd.
Mr W. Bettsen	East African Lighterage Co.
Capt. H. W. Turner	Port Captain.
Capt. F. M. Jenkins	Railway Wharf Superinten- dent.

2. The proposals were considered seriatim but when proposal No. 1 was being discussed it was pointed out by Mr Sim that if proposal 2 were omitted

the whole object of the proposed arrangement would be defeated. It was then unanimously agreed that the principle of clause 2 should remain part of the proposals.

Proposal 1 as appearing in enclosure "C" to this report was then agreed to.

3. We are of opinion that the insertion of the word "Landing" would lead to misunderstanding and it was therefore agreed to recommend that it be struck out wherever it appeared in the proposals in conjunction with the word "Agents", it being considered necessary to make it clear that the word "Agents" refers to the Agents of the Steamship Companies who will be solely responsible for the handling and delivering of cargo.

4. Proposal 6. We recommend that in Clause 6 the words "the said sheds to be efficient" should be struck out. We consider them unnecessary it being clearly the responsibility of the Steamship Companies to insist on the sheds being in proper order before taking the responsibility of placing goods in them. The negligence clause of proposal 6 was amended as shown in "C".

5. Proposal 7. We are of opinion that as no Wharfage or Cranage is at present charged for passengers baggage none should be made in future and to make this clear we recommend the proposal as amended in "C".

6. Proposal 9 (a). We are of opinion that all lifts over 5 tons should pay cranage at the rate of Rs.1/- per ton.

7. Proposal

7. Proposal 22. We are of opinion that it should be made quite clear that any new Steamship Company coming to this port should be allowed to become a party to the Agreement on giving the required bond of £10,000.

8. A new clause 23 has been inserted to cover the Agents for damage done by reason of defective sheds, cranes, etc., or negligence on part of Government Officials. We trust that it will meet with approval.

9. We recommend the proposals as approved by Your Excellency with the suggested alterations which are noted in enclosure "C" to this letter.

10. The representatives of the Steamship Companies desire that it should be made clear that as counter proposals have been put forward by the Conference Lines they have no power to bind their principals to the recommendations made in this report with which they have expressed their concurrence but they have telegraphed to the Steamship Companies strongly recommending their agreement to the foregoing proposals.

11. We ask that if any further alterations in the draft agreement are put forward by the Steamship Companies the said agreement be referred back to this Committee for their views.

12. The following resolution was unanimously agreed to:-

1. We urge the necessity for the early selection and appointment of a Port Manager thoroughly versed in Port work. We consider it essential

essential that an experienced and up to date Official with practical knowledge and actual training in the work of one of the big Home or Colonial Ports should be selected and be paid a salary which will make it worth his while to accept the post at Kilindini. We are influenced in our earnest recommendations for the early appointment of such an Official by the importance, at this stage of port development at Kilindini, of having a competent man on the spot as soon as possible with a view to eventual Organisation of the Port as development progresses on sound lines.

2. We recommend that in the first place an Advisory Harbour Board should be appointed, and that at once, such Board to be comprised of British Subjects only representing British interests, and that the eventual method of managing the port including the handling and delivery of cargo should be left for decision later. We further advise that the composition of the Harbour Advisory Board should be 3 Nominees of the Mombasa Chamber of Commerce, 2 Nominees of Government, 3 Nominees of the Shipping Companies and 2 Nominees of Lighterage Companies with Chief of Customs as Chairman - and the Medical Officer of Health as an extra Ex Officio Member - We recommend that the Board should be nominated every 2 years and should be eligible for re-nomination

3. We submit that the principal duty of the Board would be the close investigation of complaints made to them and suggestions put before them for improvement in the working of the port for submission

when necessary to the Governor with a view to the early formation of a Port Authority with executive powers.

4. It is not intended that the proposals now under consideration for transferring the handling of cargo at Kilindini to the Steamship Companies should be delayed until the Official referred to above is appointed; on the contrary we are of opinion that the transfer should be made as soon as possible.

We have, etc.,

(Signed) F.W. MAJOR, Chairman.

- ALAN CROSSMAN.
- H.W. TURNER.
- A.E. GARLAND.
- P.H. CLARKE.
- Wm. A.M. SIM.
- F.M. JERKINS.
- W.E. LELLO.
- WILFRED HETTISON.
- W. FLETCHER,
Major.

Conditions for working cargo at allindini railway wharf and Mombasa by the Agents of the Steamship Companies or Sailing Craft.

(A)

Proposals put forward in East Africa September, 1919.

1. The Agents of the Steamship Companies or sailing craft to take delivery of the cargo at the ships' sides and be entirely responsible for delivering it to the Consignees or the Railway at their Landing banks hereafter to be called the Railway goods sheds.

2. The Agents of the Steamship Companies to receive all export cargo for their respective steamers from the shippers or their Agents at the landing bank or trucks and direct from local shippers and be entirely responsible for delivery to the ships.

3. The Railway to allocate cranes, wharf trucks and goods shed floor space to each Agent as occasion arises and will have full control over their use generally. Likewise the Customs at Mombasa.

(B)

Proposals put forward in East Africa September 1919. As amended by the Conference Lines London.

1. The Landing Companies of the Steamship Companies or sailing craft to take delivery of the cargo at the ships' sides and to be entirely responsible for delivering it to the Consignees or their Agents and/or the Railway Company as Agents.

2.

3. The Railway to allocate cranes, wharf trucks and goods shed floor space to each Landing Agent as occasion arises and will have full control over their use generally. Likewise the Customs at Mombasa.

(C)

Proposals approved by His Excellency the Governor as a basis for consideration by Advisory Board, with amendments suggested by the Board as indicated in the attached report.

1. The Agents of the Steamship Companies or sailing craft to take delivery of the cargo at the ships' sides and to be entirely responsible for delivering it to the Consignees or their Agents and/or the Railway Co. as Agents at their landing bank hereafter to be called the Railway goods shed.

2. The Agents of the Steamship Companies to receive all export cargo for their respective steamers from the shippers or their Agents at the landing bank or truck and direct from local shippers and be entirely responsible for delivery to the ships.

3. The Railway to allocate cranes wharf trucks and goods shed floor space to each Landing Agent as occasion arises and will have full control over their use generally likewise the Customs at Mombasa.

4. Each Agent to provide all labour except crane men, which the Railway will provide at Kilindini or Customs at Mombasa. The control of the crane men will be in the hands of the Railway Wharf Supt. and Customs respectively.

5. The Agents will be allowed all charges for rent or storage of goods in the sheds, but such charges must not be greater than those in force now or which may come into force under the Customs Ordinance. The allowance for free storage must not be less than that now in force without sanction of the Government.

6. Each Agent will be responsible for the goods lying in the sheds, except for damage or loss by fire, dampness or other accident or natural cause occasioned thereto in the Warehouse.

7. Each Agent will deliver free from the landing stage to the Customs house or baggage room and vice versa all passengers baggage.

4. Each Landing Agent to provide all labour except crane men, which the Railway will provide at Kilindini or Customs at Mombasa. The control of the crane men will be in the hands of the Railway Wharf Supt. and Customs respectively.

5. The Landing Agents will be allowed all charges for rent or storage of goods in the sheds, but such charges must not be greater than those in force now or which may come into force under the Customs Ordinance. The allowance for free storage must not be less than that now in force without sanction of the Government.

6. Each Landing Agent will be responsible for the goods lying in the sheds, which are to be efficient and under sole control of the Landing Agent (subject to negligence clause to be submitted hereafter).

7. Each Landing Agent will deliver free from the landing stage to the Customs house or baggage room and vice versa all passengers baggage.

(C)
5. Each Agent to provide all labour except crane men, which the Railway will provide at Kilindini or Customs at Mombasa. The control of the crane men will be in the hands of the Railway Wharf Supt. and Customs respectively.

5. The Agents will be allowed all charges for rent or storage of goods in the sheds, but such charges must not be greater than those in force now or which may come into force under the Customs Ordinance. The allowance for free storage must not be less than that now in force without sanction of the Government.

6. Each Agent shall be solely responsible for the goods entrusted to his care or under his control while lying in the sheds and each Agent shall likewise be liable to make good all damage which may happen to the goods or for the loss or destruction thereof except loss or damage by fire or Act of God.

7. Each Agent will deliver free from the landing stage to the Customs house or baggage room and vice versa all passengers baggage. No wharf or cranes shall be charged for passengers baggage so delivered.

8. The Agents will pay the railway the cost of electric or other light used by them. The Wharf Supdt. to be sole judge as to the allocation of the charges between the various Agents.

9. (a) The Agents to pay the Railway at Kilindini or Customs at Mombasa the sum of one Rupee twenty cents for each Bill of Lading ton passed over the Wharf whether exported or imported or from lighter to lighter by means of cranes with the following exceptions:-
Vehicles under 5 tons Rs.2/- each
All lifts 5 tons and over including vehicles Rs.1/50 per R/L ton.
All lifts over 10 tons Rs.-/50 per R/L ton.
Agents to supply labour for the hand cranes.

Camels, horses, mules Rs.1/- per head
Cattle and donkeys Rs.-/75 per head
Domestic and wild animals in crates Rs.1/- per 40 cu.ft.

(b) The above charges to be subject to modification and amendment from time to time by mutual arrangement.

(c) The Agents to make payment within 14 days after each ship has been cleared.

8. The Landing Agents will pay the Railway the cost of electric or other light used by them. Wharf Supdt. to be sole judge as to the allocation of the charges between the various Landing Agents.

9. (a) The Landing Agents will pay the Railway at Kilindini or Customs at Mombasa the sum of one Rupee twenty cents for each Bill of Lading ton passed over the Wharf imported or from lighter to lighter by means of cranes with the following exceptions:-
Vehicles under 5 tons Rs.2/- each
All lifts 5 tons and over including vehicles Rs.1/50 per R/L ton.
All lifts over 10 tons Rs.-/50 per R/L ton.
Agents to supply labour for the hand cranes.

Camels, horses, mules Rs.1/- per head
Cattle and donkeys Rs.-/75 per head
Domestic and wild animals in crates Rs.1/- per 40 cu.ft.

(b) The above charges to be subject to modification and amendment from time to time by mutual arrangements.

(c) The Landing Agents to make payment within 14 days after each ship has been cleared.

8. The Agents will pay the Railway the cost of electric or other light used by them. The Wharf Supdt. to be sole judge as to the allocation of the charges between the various Agents.

9. (a) The Agents to pay the Railway at Kilindini or Customs at Mombasa the sum of one Rupee twenty cents for each Bill of Lading ton passed over the Wharf whether exported or imported or from lighter to lighter by means of cranes with the following exceptions:-
Vehicles under 5 tons Rs.2/- each
All lifts 5 tons and over including vehicles Rs.1/- per R/L ton.
Agents to supply labour for the hand cranes.

Camels, horses, mules Rs.1/- per head
Cattle and donkeys Rs.-/75 per head
Domestic and wild animals in crates Rs.1/- per 40 cu.ft.
Cargo not handled by means of a crane will be charged one third of the above sum.

(b) The above charges to be subject to modification and amendment from time to time by mutual arrangements.

(b) The Agents to make payment within 14 days after each ship has been cleared.

10. It is understood the Agents accept the use of the sheds, plants etc. as they will stand after the alterations now in hand are completed always provided that Government agree to consider sympathetically any suggestions made with the object of improving the facilities of the port.

11. Agents to supply their own barrows and Samson trucks.

12. Agents to supply their own slings and lifting tackle.

13. Agents to state what the maximum lighters and landing charges for imports and exports will be, which must have the approval of the Government before being put into force and any alterations thereto must also be approved by the Govt.

14. Should a ship arrive with incomplete documents the tonnage of cargo not shown on the ship's manifest will be estimated by the Railway Wharf Supdt. at Kilindini or Chief of Customs at Mombasa, and on receipt of documents any adjustment necessary will be made.

10. It is understood that Landing Agents accept the use of the sheds, plants, etc., as they will stand after the alterations now in hand are completed always provided that Government agree to consider sympathetically any suggestions made with the object of improving the facilities of the port.

11. Landing Agents to supply their own barrows and Samson trucks.

12. Landing Agents to supply their own slings and lifting tackle.

13. Landing Agents to state what the maximum landing charge for import receiving from crane and delivering to consignee will be. The charges hitherto charged by the Railway Co., to the consignees not to be increased without reference.

14. Should a ship arrive with incomplete documents the tonnage of cargo not shown on the ship's manifest will be estimated by the Railway Wharf Supdt. at Kilindini or Chief of Customs at Mombasa, and on receipt of documents any adjustment necessary will be made.

10. It is understood that Agents accept the use of the sheds, plants, etc., as they stand, always provided that Government agree to consider sympathetically any suggestions made with the object of improving the facilities of the port.

11. Agents to supply their own barrows and Samson trucks.

12. Agents to supply their own slings and lifting tackle.

13. Agents to state what the maximum lighters and landing charges for imports and exports will be, such charges or any alteration to such charges to have the approval of Government before being put into force.

14. Should a ship arrive with incomplete documents the tonnage of cargo not shown on the ship's manifest will be estimated by the Railway Wharf Supdt. at Kilindini or Chief of Customs at Mombasa, and on receipt of documents any adjustment necessary will be made.

No adjustment will be made unless claim is lodged within six months of the arrival of the goods.

to all the Agents' books dealing with the import and export cargo.

16. The Agents to make good any damage to cranes through overloading only, and to buildings etc. through bad stacking and handling over and above fair wear and tear.

17. Government may exercise the right at any time to exclude from these arrangements their own cargo. (Note: This clause is primarily intended to cover cargoes of coals and rails when special arrangements would have been made with an Agent).

18. The Agents to hand over to the Customs at the shed door or loading bank at the expiry of 21 days after importation all goods remaining uncleared within that period; the Customs to be responsible for the payment to the Agents of the removal charges, which they will collect from the consignees.

19. The Chief of Customs to have the power to grant extension of free storage periods, until the establishment of a Port Authority.

to all the Agents' books dealing with the import cargo.

16. The Landing Agents to make good any damage to cranes through overloading, (provided the crane gear has been properly maintained), and to buildings etc., through bad stacking and handling over and above fair wear and tear.

17. Government may exercise the right at any time to exclude from these arrangements their own cargo. (Note: This clause is primarily intended to cover cargoes of coals and rails when special arrangements would be made with an Agent).

18. The Agents to hand over to the Customs at the expiry of 21 days after importation all goods remaining uncleared within that period, the Customs to be responsible for the payment to the Landing Agents of the removal charges, which they will collect from the consignees.

18.

The railway Companies Department will have free access to all the Agents' books dealing with the import and export cargo.

16. The Agents to make good any damage to cranes through overloading (provided the crane gear has been properly maintained) and to buildings etc., through bad stacking and handling over and above fair wear and tear.

17. Government may exercise the right at any time to exclude from these arrangements their own cargo. (Note: This clause is primarily intended to cover cargoes of coals and rails when special arrangements would be made with an Agent).

18. The Agents to hand over to the Customs at the shed door or loading bank at the expiry of 21 days after importation all goods remaining uncleared within that period, the Customs to be responsible for the payment to the Agents of the removal charges, which they will collect from the consignees.

19. The Chief of Customs to have the power to grant extension of free storage periods, until the establishment of a Port Authority.

(A)

20. The Agents to enter in a Bond of \$2,150,000 each for the dup accounting for, to the Customs, of all packages landed on their respective vessels and that all Customs formalities are complied with before delivery.

21. The Customs to have the right to tally cargo both inward and outward.

22. All the foregoing arrangements can be terminated by either side giving six months notice.

23.

(B)

20. The Landing Agents to enter in a Bond of \$2,150,000 each for the dup accounting for, to the Customs, of all packages landed on their respective vessels and that all Customs formalities are complied with before delivery.

21. The Customs to have the right to tally inward cargo.

22. All the foregoing arrangements can be terminated by either side giving six months notice.

23.

(C)

20. The Agents to enter in a Bond of \$10,000 each for the dup accounting for, to the Customs, of all packages landed on their respective vessels and that all Customs formalities are complied with before delivery.

21. The Customs to have the right to tally cargo both inward and outward.

22. All the foregoing arrangements can be terminated by the Government by the Agents giving six months notice in writing provided that a 25% major of these Agents desire to do so.

23. Notwithstanding anything contained in the foregoing proposals the Government shall indemnify the Agents for any loss or damage due to the negligence of Government employees or structural defects of the sheds, wharves, cranes or rolling stock.