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S. E. Africa
Steamship Owners
Club

Working of Port of Kilindini

1920
G. Jany

Last previous Paper.
No 70227/19

Gives history of comes since 1918. Remarks on unsatisfactory conditions causing considerable loss to Shipping Lines. Copy of conditions it was understood were finally agreed to & reports made be settled speedily.

The conditions enclosed would appear to be those that Sir E. Forthright needed not to type to

I know of no foundation for the belief that he was to go into this matter at home. It will be sufficient at the moment to

ack. say that we need by an early date a meeting for the CAG dealing with the matter

that the... have very... dispatch is...

Next subsequent Paper.

No 2073/20

SOUTH & EAST AFRICAN STEAMSHIP OWNERS' COMMITTEE.

27 Southbank Buildings 1242
Southbank Street
London E.C. 5 6th January, 1920.

Telegraphic Address
S. & E. A. S. O. LONDON
Telephone No.
S. & E. A. S. O. LONDON
Secretary
G. PHILLIPSON

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

Sir,

I am instructed to refer to my letter of 19th September, 1918, enclosing copy of a letter addressed to the Ministry of Shipping on the same date on the subject of handling, receiving and shipping of cargo at Kilindini, British East Africa. After some further correspondence with the Ministry of Shipping a reply was received from that Department dated 2nd November, 1918, stating that the question had been the subject of cable exchange between the Colonial Office and the Officer Administering the Government of the East African Protectorate and suggesting that the proposals of the Steamship Companies for the improvement of the working of the port, by placing in the hands of their respective Contractors the arrangements for receiving, unloading and shipping of cargo, should not be pressed in view of the improvement which was being made in the structural arrangements of the port and in the labour conditions. In January, 1919, an enquiry was addressed to Mombasa by cable asking how far these new arrangements had ameliorated the position. A reply was received stating that no material improvement had been effected and that the position was still very unsatisfactory. A further letter was addressed to the Ministry of Shipping on 23rd January, 1919, pointing this out and again putting forward the proposal that the best method of improving the conditions of the port was that the

Lighterage Contractors of the Steamship Lines should handle the cargo from the steamer to consignee and from Shipper to Steamer at an inclusive charge merged in the freight, paying the Government for the use of the cranes, but that the Government should still work and control the cranes and allocate shed space and that the Customs should collect shed rent for uncleared cargo. A reply was received from the Ministry of Shipping that the Colonial Office had appointed a Commission of Enquiry into the Organisation and Working of the ports of Kilindini and Mombasa. This Commission sat, it is understood, in the early part of February last and information was received by cable in the latter part of that month that the gist of the recommendations of the Commission was that the Uganda Railway should acquire the Lighters and perform the whole service of handling cargo, with an alternative proposal that contracts for the performance of this work should be sublet to the present Lighterage Contractors. It was pointed out to the Ministry of Shipping that the first of these proposals would be quite unacceptable to the Steamship Lines in view of the fact that their Lighterage arrangements were an integral part of their organisation. The Ministry of Shipping replied on 13th March that the report of the Commission was not yet available but that they were in communication with the Colonial Office on the subject.

Nothing further was heard on the matter until a cable was dated 23rd September was received from Mombasa stating that arrangements were practically completed for the proposals put forward by the Steamship Lines to come into force on 1st January, 1920. This was amplified in correspondence when it was stated that the Governor had called a meeting of the whole of the Shipping interests at Government House, Mombasa, on 20th September and that at his request another meeting was held on 22nd September. I enclose copy of the conditions which it is

understood were finally agreed upon at these Meetings between the Chief of Customs, the Railway Officials and the Steamship Agents and which were to be placed before the Governor for his confirmation.

The basis of the whole negotiation was to avoid the possibility of any monopoly and was planned for more expeditious working of the port.

As no definite information had been received from Mombasa that these conditions were to be put into operation, a cable was sent on 12th ulto. asking how matters stood, and the following reply dated 22nd ulto. has been received:-

"Referring to your telegram of 12th arrangements cannot yet be carried out understand matters are being taken up in London by the Governor who is there in the meantime Railways carrying on but position very unsatisfactory at Kilindini"

Under these circumstances I am to ask that you will be good enough to met me know for the information of the Steamship Lines engaged in the trade between the United Kingdom and East Africa how this matter now stands and whether the arrangements agreed upon by the parties ^{interested} at the port can be put into operation without further delay. It is to be recognised that the Lines have submitted to the unsatisfactory conditions at Kilindini in the hope that the recent negotiations would have laid the lines for improvement and put matters ~~right~~ but the delay and the heavy loss on account of claims which have to be faced by the Lines render it most desirable that the matter should be dealt with promptly.

I am,

Sir,

Your obedient Servant,

W. H. ...

Secretary.

CONDITIONS FOR WORKING CARGO AT KILINDINI RAILWAY WHARF AND MOMBASA BY THE AGENTS OF STEAMSHIP COMPANIES OR SAILING CRAFT.

1. The Agents of the Steamship Companies or sailing craft to take delivery of the cargo at the ship's sides and be entirely responsible for delivering it to the Consignees or the Railway at their loading 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 loading bank or trucks and direct their 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.
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 Superintendent and Customs respectively.
5. The Agents will be allowed all charges for rent or storage of goods in the sheds, but such charges shall not be greater than those in force now or which may come into force under any Customs Ordinance. The allowance for free storage shall be less than that now in force without sanction of the Government.
6. Each Agent will be responsible for the goods from the shed except for damage or loss by fire, lightning or other cause or natural cause occasioned thereto by the Government.
7. Each Agent will deliver free from duty and tax to the Customs Wharf by baggage room and vice versa all goods and baggage.
8. The Agents will pay the Railway the cost of electric or other light used by them. The cost of power used to be paid just as to the allocation of charges between the various Agents.
9. The Agents to pay the Railway at Kilindini or Customs at MOMBASA the sum of one Rupee twenty Cents for each Bill of Lading passed over the Wharf whether exported or imported from lighter to lighter by means of cranes, subject to the following exceptions:-

Vehicles under 5 tons	1/- per ton
All lifts 5 tons and over including vehicles	1 1/2/- per ton
All lifts over 10 tons	50/- per ton
Agents to supply labour for hand cranes	
Camels, Horses, Mules	1/- per head
Cattle and Donkeys	75/- per head
Domestic and Wild Animals	1/- per head

B. The above charges to be subject to modification and alteration from time to time by mutual arrangement.

- c. 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 plant &c. as they will stand after the alterations now in hand are completed always provided that Government agree to consider sympathetically and suggestions made with the object of improving the facilities of the port.
11. Agents to supply their own barrows and sateen trucks.
12. Agents to supply their own slings and lifting tackle.
13. Agents to state what maximum lighterage 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 Government.
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 Superintendent at Kiliraini or Chief of Customs at Mombasa, and on receipt of documents any adjustment necessary will be made.
15. The Railway and Customs Departments 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 only, and to buildings etc., through bad stacking and handling over and above fair wear and tear.
17. Government may exercise the right of stopping to examine and these arrangements their own cargo.

(Note: This clause is primarily intended to cover any claims on bills and rails when sheds arrangements have been made with an Agent).

18. The Agents to hand over to the Customs at the ship's door or leading dock at the expiry of 21 days after importation all cargo remaining uncleared within that period, the Customs to be responsible for the payment to the Agents of the relevant charges, which they will collect from the Consignees.
19. The Chief of Customs to have the power to grant extensions of storage periods, until the establishment of a port authority.
20. The Agents to enter in a bond of Rs. 150,000 each for each year, accounting for to the Customs, of all packages landed by 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 party giving six months notice.

Handwritten: 12/21/1920

Handwritten: SE

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DRAFT.

The Secretary
S. E. A. Steamship
Owners' Committee
12 January 1920

MINUTE.

- Mr. Brancey J. Jones
- Mr. Parkin J. P.
- Mr.
- Mr. Grindle
- Sir H. Lambert
- Sir H. Row
- Sir G. Fiddes
- Col. Amery
- Lord Milner

Sir

I am directed to acknowledge
 your letter of the 6th
 relating to the working of cargo
 of your ~~with reference to the~~
 at Kilbirnie railway wharf
~~rearrangement of the Port~~
~~W. & A. on base~~
~~Alcandine~~ to inform you

That a despatch is enclosed
 by an early mail for the
 of Sir H. Row dealing
 with the ~~subject~~ subject
 of the despatch
 (2) on ~~the subject~~ your
 representations will have
~~been~~ ~~considered~~
~~by the~~ ~~Committee~~