

EAST AFR. PROT  
3293

3293  
12

DESP. NO.	DATE	SUBJECT
129	21 Feb	Order 4.
130	21 "	" 5.
131	21 "	" 6.
132	21 "	Trade marks Order 1912.
Conf.	21 "	Administrative Staff.
	21 "	Official Secrets Act 1911.
	21 "	Order 11.
134	22 "	W. G. Sewall's land.
Conf.	22 "	W. G. Sewall's Dept.
135	24 "	Kainoti water supply.
Sel.	24 "	(1) Departure of Sir P. Girouard (2) Assumption at Fort.

Pr. honors 1st 20

Date 1912

1 Feb.

Last previous Paper 6 a 2225

When B. copy above sent 9 Feb 1912

Next subsequent Paper C/537

Magadi Contract  
Inspecting Engineer

Recommend that inspection of materials under clauses 18 & 19 of Contract be suspended until the first supplies of highest quality, & the same provided for in draft schedule can be obtained.

Sr G P. J. J. J.

I am bound to say that the solution had occurred to me and that I should like if possible to adopt it. Apart from any inspection by the Inspecting Engineer the General Manager of the Uganda Railway has never under clause 9 of the contract at any time before the Railway is finally completed, to require the Contractor to remove any defective materials or work forming part of the Railway and to substitute a suitable material or

work. This should be a simple safeguard.  
My only doubt is whether the Contractors  
could not force our hands under clause  
18. That clause says that all materials  
manufactured in or derived from any  
country except the Protectorate shall before  
being removed for shipment be submitted  
to the inspection and approval of the  
Inspecting Engineer and that the  
Contractors shall give the Inspecting Engineer  
notice before removing materials for shipment.

It is quite likely that in order to  
guard against the trouble that would be  
caused by rejection in the P.E. the Contractors  
will insist on inspection under this clause.  
If we are forced into it, we shall be no  
worse off than we are now. Sir P.  
Girouard will have to meet the cost from  
Savings.

In the last instance, tell the  
Cpl. in reply to C.A. that the Cpl.  
has been consulted by telegraph, and  
he recommends that inspection under

clauses 18 & 19 of the Contract should  
be dispensed with. refer to the safeguard  
provided by clause 9. say that, in the  
circumstances, Mr. Harcourt agrees that  
no Inspecting Engineer need be employed  
for the purposes of the contract, and  
whether Messrs Rendel & Robertson have  
already performed any services in  
that capacity since our letter of the 13<sup>th</sup>  
of Dec<sup>r</sup> in C.A. of so, what, and  
what remuneration is recommended  
for such services. And send the Cpl. a  
copy of the recent correspondence (P. 7)  
for information. We ought to tell the  
Treasury what we are doing, as we have  
referred to this P. 7 question in the Estimates.

Feb 3

I agree

uncertain  
will it  
be settled, as  
yet

at once P. 7

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C O  
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Telegram. The Governor of the East Africa Protectorate to the Secretary of State for the Colonies.

(Received, Colonial Office, 3.25 p.m., 1st February, 1912)

*via*  
5005

No. 20. Your telegram of 25th January recommend that inspection of materials under clauses Nos. 18 and 19 of Magadi contract should be dispensed with as firm supplying is of highest repute and no service provided for in draft Estimates can be postponed conveniently.

GIROUARD.



# THE EASTERN TELEGRAPH Co<sup>y</sup> LTD.

LONDON STATIONS:

CHIEF STATION: 11, OLD BROAD STREET, LONDON, E.C. 4.  
 BRANCH STATIONS: 1, ELECTRA HOUSE, 14, LITTLE ST., LONDON, E.C. 4.  
 7, BRADENHALL STREET, E.C. 4.  
 MARKET BUILDINGS, 29, MINDING LANE - 26, MARK LANE, E.C. 3.  
 57, HOLBORN VIADUCT, LONDON, W.C. 1.  
 119, STRAND, W.C. 2.  
 10, DENMAN STREET, PORTLAND SQUARE, W. 1.  
 11 & 12, PARLIAMENT ST., S.W. 1.

The following TELEGRAM Received at 3:15  
 From *Paris* via "Eastern"  
 Foreign No. 675  
 At Word 35 Date 1. Time 11:15

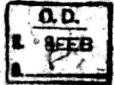
*Chaparrin*

*You let p 15 lang recomen that*  
*use a third*  
*contract*  
*should be deferred until*  
*supplying any further*  
*repute and no service*  
*can be provided*  
*circulating*  
*covered*  
*Gironard*

REPLIES SHOULD BE ORDERED *via Eastern*

Quoted words should be OFFICIALLY repeated. See Rule Book.  
 This Telegram can be attended to without the production of this Copy.  
 Supplies a new Telegram Form, together with instructions.

Genl 3293 Lab



*[Handwritten signature]*

DRAFT.

C.A. for the ...

*[Vertical handwritten note]*

*[Handwritten note]*

MINUTE.

Mr. Packman

Mr. Butler

Mr. Fiddes.

Sir H. Just.

Sir J. Anderson.

Lord Emmott.

Mr. Harcourt.

*(C.A. 228)*

*[Faint handwritten text, possibly a list of names or a summary of a meeting]*

*[Handwritten notes on the left margin]*

*[Vertical handwritten notes on the bottom left]*

*[Handwritten text at the bottom]*

has been consulted by  
telegraph in this matter,  
and the agreement that  
inspection under clauses  
18 & 19 of the contract  
shall be dispensed with.

3. As you are aware,  
apart from any inspection  
by the Inspecting Engineer,  
the General Manager of the  
West Railway has power,  
under clause 1 of the contract,  
at any time before the Railway  
is finally completed, to  
require the contractor to remove  
any defects or that may be  
work before the start of the  
Railway, and to be satisfied  
with the work and to  
This does not appear to

to afford the contractor a  
the protection, and in these  
circumstances, but A. agrees with  
the fact that an Inspecting  
Engineer need not be employed  
for the purposes of the contract

4. I am further to  
enquire whether the Inspecting  
Engineer has been  
appointed and if so, in  
what capacity, and if  
the latter for the purpose of the  
contract, will it be  
what these services have  
been, and what remuneration  
you would recommend  
for them.

CA  
39249/11

Very  
Yours