

as regards contracts (see 42750) say that
we are not to be paid for 1 of each
3, & that as the D. Office above
has very liberally treated us in
matters of non-forfeiture of retention
money on contracts 17 to 21 and under
the S. D. cannot entertain their suggestion
- 46802 (para 4) - that any interest
should be paid to them in respect of the
period during which the purchase price
of the property was unpaid

Copy of our letter to go to C.A. & Gov. L.F.

W.P. 13. 3. 15

8 ft: uncom.
at once.
H. J. R.
13 / III / 15

~~_____~~

11895 296

GOVERNMENT HOUSE,
NAIROBI,
EAST AFRICA.

AFRICA PROTECTORATE

No. 70

January 29th 1915.

Sir,

Gov
4158
119
4680
14

In confirmation of my telegram No.29 of the 26th instant, and in reply to your despatch No.1036 of November 30th, I have the honour to transmit herewith a copy of the agreement between the East African Industries Limited and the Uganda Railway Administration in regard to the purchase of the Makona Brickfields.

Agreement
Memorandum
From Ag. General
Manager, Ug. Ry.
13. 1. 15
From Asst. to P. U.
Mombasa
22. 1. 15

2. You will observe from this that the agreed price for the brickfields is £5,914 and for the bungalow £300, while the bricks, tiles and fuel on the site are to be paid for on a valuation. This has now been made and the sum of £402. 5. 10 arrived at included in the amount which the Crown Agents have been asked to pay.

3. The price of the land, to which the Company shall establish their title is to be £35.246 per acre, the total not to exceed £1,586. This cannot be finally settled until the Recorder of Titles has dealt

RIGHT HONOURABLE

LEWIS HARCOURT, P.C., M.P.,

SECRETARY OF STATE FOR THE COLONIES,

DOWNING STREET,

LONDON, S.W.

dealt with the Company's claim, which he will be able to do after the lapse of six months from September 14th 1914, when the application was made. I attach a memorandum by the Attorney General on the subject.

4. As regards the Building Contracts I enclose a letter from the Acting General Manager, from which you will see the balance claimed is what is known as "retention money", i. e. a certain percentage of the contract price withheld as a guarantee for the proper execution of the work. The amount is £435, and you will observe that the Manager claims to have waived time penalties equivalent to over £2,666 which he might have enforced against the Company.

5. The bricks alleged to have been commandeered by the Government were ordered and paid for in the usual way, vide attached copy of a letter from the Assistant Provincial Commissioner, Mombasa.

6. I trust that the position of the Government in regard to the Company is now clear.

I have the honor to be,

Sir,

Your humble, obedient servant,



GOVERNOR

D. D. D.

MEMORANDUM OF AGREEMENT made the
 day of _____ 1914 BETWEEN - The East
 African Industries Limited of 1 & 2 George Street, Mansion
 House, London E.C., and of Mombasa (hereinafter called the
 Company) of the one part AND Benjamin Eastwood Esquire,
 Acting General Manager of the Uganda Railway on behalf of
 the Uganda Railway Administration (hereinafter called the
 Manager) of the other part - Whereas - the Manager has
 agreed to purchase the whole undertaking of the Company's
 Brickfield and works at Makupa situated between Mile 2/4 and
 Mile 3 on the Uganda Railway for the sum of £5,914 and to
 pay an additional £300 for a Bungalow thereon with other
 provisions hereinafter set out AND WHEREAS the Manager has
 agreed upon the Company's establishing a right to a lease
 from the Crown for 99 years of the land upon which the
 Company's Brickfield, Kilns Workshops and other works
 appertaining to the said undertaking are situated and to any
 further land adjacent thereto to pay to the Company a sum
 at the rate of £55,246 per acre for all their right title
 and interest to such land provided that the total sum to be
 paid for such land shall not exceed £1,586 and that the
 following conditions hereinafter contained shall have effect

1. The Company shall hand over to the Manager
 their Machinery Plant Buildings and Brickworks at Makupa for
 a sum of £5,914 and the Company shall also hand over to the
 Manager their Bungalow near their Brickworks at Makupa for a
 further sum of £300.

2. The Manager agrees to take over and pay for a
 valuation all bricks and tiles in stock and all coal and
 wood fuel on the site.

3. The amount to be paid under Clause 2 hereof shall be ascertained by two valuers - one to be appointed by each party within twenty days after the signing of this Agreement. Before proceeding the two valuers shall appoint a third party whose decision shall be final in case of disagreement between the valuers. In case either party makes default in appointing a valuer or if the valuer appointed by either party fails to act the valuer appointed by the other party alone may proceed with the valuation and may finally determine the same.

4. By a Debenture Trust Deed dated the 21st November 1910 between the Company of the one part and Colonel Robert Williams Thomas Walker Hobart Inskip and the Reverent David James Stather Hunt of the other part the said premises at Makupa together with other property of the Company was charged as security for a Debenture issue of £10,000 and by a Supplemental Trust Deed dated the 8th February 1912 and registered at the Principal Registry Office Mombasa as No 635 of A 1912 between the same parties the said premises were charged to secure an issue of further £5,000 Debenture Stock. The Company shall procure the said Trustees to the said Debenture Trust Deeds to join in the Transfer to the Manager.

5. The Manager shall pay the said sums of £5,914 and £500 to the credit of Messrs Greenip Snell and Company at the Head Office of the Standard Bank of South Africa Limited in London free of exchange as soon as the Conveyance has been executed by the Company and the Trustees and lodged in the Standard Bank of South Africa Limited at Mombasa.

6. The Manager shall pay the amount payable under Clause 2 hereof to A. Morrison, Advocate, Mombasa as Solicitor

for the Company within ten days after the completion of the valuation under Clause 3 thereof.

7. Within 30 days after the execution of this Agreement the Manager shall submit a draft Conveyance of the premises now to be conveyed in consideration of the said sums of

£5,914 and £300 to A. Morrison as Solicitor for the Company and within 10 days after the receipt of such draft Conveyance duly approved on behalf of the Company and the said Trustees shall tender such Conveyance for execution at the Office of A. Morrison, Mombasa who, as Solicitor for the Company, shall, after execution, deposit the same at the Standard Bank of South Africa Limited, Mombasa for delivery to the Manager against payment of the said £5,914 and £300 in London as above.

8. The Manager agrees to pay the sum of £35,246 per acre for land situate at Makupa between Mile 2/4 and Mile 3 to which the Company shall establish their title to a lease from the Protectorate Government for a term of 99 years together with interest thereon at 9% per annum from the date the Manager enters into possession of the aforesaid undertaking to the date of payment. PROVIDED that the total sum payable for the land, without interest shall not exceed .. 8.

9. The Company agree to grant the Manager forthwith full leave and licence to enter on all their said premises at Makupa and to carry on the Brickfield and Brickworks without let or hindrance on the part of the Company.

10. The Manager shall not permit any encroachments on the land agreed to be transferred to him by the Company and shall give immediate notice to the Company of any trespass

4.

on the said land claimed by the Company or of any claim made thereto and in particular shall at once inform the Company if dispossessed of any partion of the said land.

AS WITNESS THE hands of the parties hereto :-

Witness to the signature of)

Witness to the signature of)

The Manager.)

302

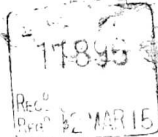
11890

Rec^d
MAR 15

MEMORANDUM BY THE HONOURABLE ATTORNEY GENERAL

The Land Titles Ordinance 1908 was applied on the 12th September 1914, inter alia, to the land upon which the brick works stand and at the conclusion of the period of six months from the date of its application the Recorder of Titles should be in a position to deal with the East African Industries' claim. I have arranged with the Land Officer and with the representative of the East African Industries, Limited, that the matter should be left to the Recorder of Titles.

Extract from the Hon. Ag. General Manager
Ug. Railway's letter No. D3/91/19
of January 13th 1915.



The balance due to the Company on Contracts refers to the "retention money" in connection with contracts which provide for a certain percentage being retained and held as a guarantee that the works are carried out in full accordance with the terms of and within the dates provided in the contract. The amount so held at the present time is £435.

The Railway have been very lenient in their transactions with the East Africa Industries in connection with the enforcement of time penalties. In most of their contracts the work has not been finished within the prescribed time, and the original contract time has been extended by periods ranging from 17 to 21 months. This time extension represents the non infliction of penalties amounting to over Rs.40,000 and the Industries should remember this in putting forward any claims or representations in connection with any delay in completing the purchase of the Brickfields.

3. 11899

RECEIVED
1915

Provincial Commissioner's Office,

Nairobi,

2nd January 1915.

1/8/15.

Makupa Brickfield

Sir,

In reply to your letter No. 9484 of the 14th instant, on the 17th September bricks were ordered by the Central Committee of Supplies Nairobi for 10000. These were not commandeered but were ordered by the Local Director of Supplies (Mr. Gregory) from the Industries. A voucher (copy attached) was passed and paid by the Treasury on 7th October.

2. In addition to the above 10000 bricks were taken by the K.S.L. for the wireless station and paid for by Treasury voucher 601/503 of September 9th = Re. 265/-

I have the honour to be,

SIR,

Your most obedient servant,

C. J. Timms

for Provincial Commissioner.

Hon'ble
The Chief Secretary,
Nairobi.

(F. N. G.)

11046

1124

EAST AFRICA REEGORATE.

ORIGINAL
DUPLICATE

315

District or Station **Namasa**

Head of Estimates **Suspensa Military**

Other Charges **General Stock**

General Stock

By **The East African Industries Limited**

Voucher

395/228

No.

1914

Date	Detailed description of Service or Article.	Quantity	Rate	Amount	
				Rs.	Cts.
Oct. 19	To supplying 1922 Arch bricks @ Rs. 60/ per 1000			115	92
	do 2000 Ordinary do @ Rs. 50/ do			100	
	do 100 Hill bricks @ Rs. 60/ do			6	

The above were supplied in accordance with your order No. 55 of 17.9.14

Above forwarded to Nairobi

Passed for payment

Sd/ G.A. James
Treasury Officer

Sd/ G.S. Hamsted

Asst. P.C.

Authority **Sd/ C.W. Gregory** Director of Supplies Total **221 92**

* I certify that the above account is correct, and was incurred under the authority quoted and that the rate charged is according to regulation fair and reasonable.

Date **22nd September 1914** Sd/ **C.W. Gregory**
Director of Supplies

Received this **15** day of **October** 191**4**, in payment of the above account

the sum of **Rs. 221 and 92 paise** only
for the National Bank of India Ltd.
Sd/ **Assistant**

C.O. 333 121 PUBLIC RECORD OFFICE LONDON

11935

1227

(Form G.)

EAST AFRICA PROCEEDURE.

ORIGINAL
DUPLICATE.

District or Station..... **Nairobi**

345

Head of Estimates..... **Suspense Military**

{ Voucher
395/228
No. }

Other Charges
General Stock

Dr. to..... **The East African Industries Limited**

Date	Detailed description of Service or Article.	Quantity	Rate	Amount	
				Rs.	Cts.
1914					
Oct. 19	To supplying 1932 Arch Bricks @ Rs.60/per 1000			115	92
	do 2000 Ordinary do @ Rs.50/ do			100	
	do 100 8111 bricks @ Rs.60/ do			6	

The above were supplied in accordance with your order No. 55 of 17.9.14

Above forwarded to Nairobi

Passed for payment

Sd/ G.A. James
Treasury Officer

Sd/ G.S. Hamsted

Actg. P.C.

Authority..... **Sd/ C.W. Gregory
Director of Supplies** Total ... **221 92**

* I certify that the above account is correct, and was incurred under the authority quoted and that the rate charged is according to regulation contract fair and reasonable.

Date..... 1914 .
20th, September 4 Sd/ C.W. Gregory
Director of Supplies

Received this..... day of..... 1914..... in payment of the above account
15 October 4

the sum of.....
Rs. 221 hundred & twenty one
Rupees only **East African Mtr.**
For the National Bank of India Ltd.
Sd/

Inventory No. 105

C.O. 533 151
PUBLIC RECORDS OFFICE, LONDON

Gov. 11896/1915

30

E.A.P.

16

150

16 March 1915

DRAFT.

The Secretary,
East African Industries Limited.

Sir,

MINUTE.

With reference to

Mr. Macpol, 1573/1915-

Mr. Pantomley, 5225

Mr. Read 157

Mr. [Signature]

Sir G. Fiddes.

Sir H. Just.

Sir J. Anderson.

Lord Islington.

Mr. Harcourt.

[M.I.
4807]

your letter of the 3rd 7th
and previous correspondence,

Dear Sir, I am so to

inform you that a

despatch has been

received from the Govt

of the E.A.P. forwarding

a copy of the agreement

entered into with regard

to the purchase of the

Trakupa Brickfields

Conson

Copies forwarded to
Govt of E.A.P.

Gov. 11876/1915

3

E.A.P.

16

55

16 March 1915

DRAFT.

The Secretary,

East African Industries Limited.

MINUTE.

Mr. Harper, 15/3/1915

Mr. Bottomley, 15/3/15

Mr. Read 15/3

Mr.

Sir G. Fiddes.

Sir H. Just.

Sir J. Anderson.

Lord Islington.

Mr. Harcourt.

Conson

[M.I.
4807]

Sir,

With reference to

your letter of the 3rd 7th
and previous correspondence,

Dear Sir, I am to

inform you that a

despatch has been

received from the Gov^t

of the E.A.P. forwarding

a copy of the agreement

entered into with regard

to the purchase of the

Trakupa Iron fields.

Copy for Mr. Bottomley
Copy for Mr. C.A.P.

2/16

pro

2. The prices ~~last~~ agreed upon for the brickfield and ampalaw are £59/4 and £300 respectively, while the bricks, tiles and fuel on the site were to be taken over as a valuation, subsequently agreed upon at £452-5-10.

These amounts have been met by the payment of £6,000 referred to in the letter from this Office of the 23rd of Nov last, and the payment of £616-5-10 referred to in your letter to the C.A. for the 6th Feb. dated the 4th of Feb. The only outstanding amount due to the company is the price of the land, which when the title is established will be paid for at the rate of £35,246

£
(45389)

ca
(6338)

purchase, the total cost to exceed £1,586.

307

3. It appears that ^{no} bricks ^{have} been commandeered ^{after the outbreak of war,} but that they ^{have} been ordered and paid for in the usual way.

4. With regard to the ^{stated to be} balance due to the Coy. on contracts at Harcourt ^{your papers.} is informed that ^{there} ^{is a} ^{retention} ^{reference} to the "retention money" in connection with Govt contracts, and provide for a certain percentage ~~to~~ being retained and held as a guarantee that the ~~work~~ ^{work} is carried out in

full accordance with the
terms of and within the
dates provided in the contract, and that
the amount so held being ^{at the date of Mr. Gov's despatch, viz.}
£435. ~~and~~ As the Coy
appears to have been very
leniently treated in the matter
of non-fulfillment of retention
money on contracts from
17 to 21 months overdue ^{for}
Mr. Haumont requests that he
cannot entertain ~~the~~ the
^{made in yr. letter of the 26th of Nov.}
~~for~~ suggestion that interest
should be paid to the Coy
in respect of the period during
which the purchase price of
the property was unpaid.

(46802)

(Signed) H. J. READ.
Secretary of State