

1925

8

KENYA

510

6503

REC'D
REL 11 FEB 25

Date

20th February 1925

General Manager
East African Coy. Ltd.

Two copy of letter from consulting engineers expressing opinion that question of carriage of public traffic over new line should be settled by Colonial Govt. and that suggested imposition of penalty clauses must await decision as to appin for time extension.

Previous Paper

MINUTES

60514

File 3805

The contractor is standing out for
being up, except that the contractor
is not to be allowed to stand out
and if he does so he will be liable
for the cost of the work for a
period of 14 days, and if he does
so again he will be liable for
some 28 days etc.

Agreed from their side very helpful
diffusion on that point, I can say
without doubt that the E. are standing
on their position as arbitrators between
the Govt. & the contractor, & if that is
the case, I give up my idea of
intervention which he should
try to find some means of taking out
of the hands of the contractor a job.

Subsequent Paper

60755



REC
RE 1 FEB 25

ALL COMMUNICATIONS
TO BE ADDRESSED TO THE
CROWN AGENTS FOR THE COLONIES
THE DATE OF THIS LETTER BEING QUOTED
AND THE FOLLOWING REFERENCE: E. 416/B.
TELEGRAMS: CROWN LONDON
TELEPHONE: 7780 VICTORIA

4, MILLBANK,
WESTMINSTER,
LONDON, S.W. 1

6th February 1925

I have the honour to acknowledge the receipt of your letter No. 5005/1924 of the 22nd January submitting copy of a despatch with enclosure from the Governor of Kenya regarding the Uariv-Gishu Railway Construction Contract.

2. A copy of enclosure with the enclosures were forwarded to the Consulting Engineers and now enclose for the information of the Secretary of State, a copy of a letter dated 6th February which we have received from them. You will observe that the Consulting Engineers are of the opinion that the question of the carriage of public traffic over the new line is one that should be settled by the Colonial Government, possibly in consultation with the Uganda Railway Authorities. The Consulting Engineers further state that the suggested imposition of the penalty

Under Secretary of State,

/clauses

COLONIAL OFFICE, S.W. 1.

CA



6503
 REC
 RE 11 FEB 25

ALL COMMUNICATIONS
 TO BE ADDRESSED TO THE
 CROWN AGENTS FOR THE COLONIES.
 THE DATE OF THIS LETTER BEING QUOTED.
 THE FOLLOWING REFERENCES:
 TELEGRAMS - CROWN, LONDON
 TELEPHONE 7780 VICTORIA

4, MILLBANK
 WESTMINSTER,
 LONDON, S.W. 1

I have the honour to acknowledge the receipt of your letter NO. 200571924-25 of the 29th January transmitting copy of a despatch with enclosures from the Governor of Kenya, regarding the Mombasa-Gisuru Railway Construction Contract.

2. Copy of the despatch and its enclosures were forwarded to the Consulting Engineers and we

have endeavoured to obtain information on the Secretary of State. On 13th February 1925, dated 11th February which we have received from them, and will observe that the Consulting Engineers are of the opinion that the question of the carriage of public traffic over the new line is one that should be settled by the Colonial Government, possibly in consultation with the Uganda Railway Authorities. The Consulting Engineers further state that the suggested imposition of the penalty

Under Secretary of State,

/clauses

COLONIAL OFFICE, S.W. 1.

CA

Ed. 16/8.

RENDEL PALMER & TRITTON (CONSULTING ENGINEERS) TO CROWN AGENTS

12-14, Darymouth Street

Washington, D.C.

15 FEBRUARY, 1928

Gentlemen,

RE: UGANDA RAILWAY

United in their letter of the 11th December 1927, the Contractors
state that the requirements of the Resident Engineer

in regard to the carriage of public traffic over the new line
and it seems to us that this is a matter for the Colonial
Government to settle - possibly in consultation with the
Uganda Railway Authorities.

3. In regard to the suggested imposition of the
Penalty Clauses 36 and 51 of the Contract, we need hardly point
out that the question of penalties for alleged delay must
await a decision on the application put forward by the Contractors
for an extension of time, which is now being dealt with.

We are, etc. (sgd.) RENDEL PALMER & TRITTON.