

1925

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DATE

5th November 1925,

RE 6 NOV 25

ROWN AGENTS.

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MASIN GISHU RLY. RETENTION MONIES UNDER CONTRACT.

THE REPLY of further letter from Messrs Griffiths. It appears that difficulties as to regard to renewing the insurance policy was being with the underwriters who had taken as security. In view of fact that the same has been taken over, request in this.

MINUTES

The Contract (Presented p. 5) requires for the due performance of the Contract the joint & several bond of the Contractors & Lloyd in £40,000.

The Underwriters required the Contractors to provide securities against their liability under the bond.

The Govt had certain "doubt" & say (and of £47) which should have been £50,000 but that the A. would be £30,000 net £35,000 on an unperfected expectation of recovery in construction.

A. The Contractors sought on construction in getting back their money on the

Subsequent Paper

is not clear why reimbursement come
into the matter if the underwriters have
entered into a liquidated bond as
contemplated in the Provisions

599

In any case, we must protect ourselves

The Co. should insist on contractors
that their obligation to pay for services that
reimbursement will be made by the
obligation of the Co. to pay for the
that it is for the Co. to pay for
for effect to their liability to pay
the material injury of the contractor,
or in default of that they themselves
will of course have to bear the
whole obligation under the bond.

as to A, say that through Co, as
in my memo on 48879.

W. B. S. 6 x 25

As the inadequate information before
us I think we can only proceed as

above A.P.S.

67

P. H. 25
1/2

COPY OF A LETTER FROM MESSRS. NORTON GRIFFITHS AND CO. LTD.
TO CROWN AGENTS.

3, Central Buildings,
Westminster, S.W.1.

29th October 1929.

Dear Sirs,
With reference to your letter of the 27th inst. in relation to the above policy, we regret that our brokers - Messrs. Matthews Weightman and Co. Limited, who effected this policy, and in their reply, upon which we shall be glad to advise you in due course.

Yours faithfully,
Norton Griffiths & Co. Ltd.

(Sd) M. Ward
Secretary.

REPLY OF A LETTER FROM MESSRS. MATTHEWS WRIGHTSON & CO. LTD.
TO MESSRS. NORTON GRIFFITHS & CO. LTD.

52-54, Leadenhall Street,
London, E.C.3.

28th October 1925.

Gentlemen,

UASIN GISHU RAILWAY - LLOYD'S POLICY
No. 54079 - £40,000.

We are obliged by your letter of the 27th instant, addressed to the writer, and enclosed copy of Contract which we now return herewith.

While, of course, we should be pleased to approach Underwriters with regard to renewing the policy, there is one point on which it seems to us it is essential that we have further information before we see them.

We are perfectly sure that Underwriters will at once ask why a renewal of this insurance is required, as we have informed them of the fact that the Railway was taken over by the Uganda Railway on the 12th August last. We presume that the Railway as a whole was taken over on this date under Section 53 of the Contract and that a Certificate was given in accordance with that Section. Therefore it would appear that if there is any claim under the policy it has already arisen.

We have looked through the Contract, but we cannot find anything in this which imports a further liability which would be required to be covered by a renewal of the present policy, and we cannot see anything in your correspondence with
the

the Crown Agents to explain this.

We shall be much obliged if you will at once see the Crown Agents and obtain from them information as to the reasons for a renewal of this policy in view of the fact that it will most certainly require a renewal in the near future. We shall be glad if you will be so good as to reply to us in the earliest possible moment.

Yours faithfully,

COPY OF A LETTER FROM CROWN AGENTS TO MESSRS. E. F. TURNER & SONS.

115, Leadenhall Street,
London, E.C.

22nd October 1925.

Gentlemen,

I have the honor to acknowledge the receipt of your letter of the 15th October, in relation to the Diesel Engine Railway Contract, and in reply to inform you that the same has been forwarded to the relevant authorities for their consideration. The necessary renewal and to forward to us not later than the 15th October, the receipt for the premium paid.

A copy of which is attached, on which there is a note that the report has been forwarded to the relevant authorities for their consideration.

You will be aware that the report of the Committee on Diesel Engines, which was published in 1924, is still under consideration. It is suggested that your opinion on this matter should be obtained, and shall be most grateful if you will kindly consider the matter in all its bearings, and advise us with your observations thereon.

Yours faithfully,

CHIEF ENGINEER (DESIGNS)

COPY OF A LETTER FROM MESSRS. NORTON GRIFFITHS & CO. LTD. TO

CROWN AGENTS.

3, Central Buildings,
Westminster, S.W.1.

9th October 1925.

reference S/5118

Gentlemen,

Uasin Gishu Railway Contract
Lloyds Policy No. 54077. £40,000

We are duly in receipt of your letter of yesterday's date.

As you are aware this railway was surveyed by the Engineers of the Uganda Railway and was certified as fit to be taken over on the 12th August last, and was actually taken over by the Uganda Railway on the 15th August last, since which date it has been incorporated in the Uganda Railway, and has been operated as part of that system.

We submit that whatever liability there is under the above policy has already arisen - the policy assures you against any loss by reason of the non-performance of the contract by Griffiths and Company Limited up to £40,000. - if any such loss has arisen it only remains for the amount to be ascertained.

In our opinion the Underwriters are already liable to make good any loss which may be ascertained, as above stated, and the payment of a further premium would not alter the position as regards their liability.

We are, Gentlemen,

Your obedient Servants,
NORTON GRIFFITHS & CO. LTD.
As Agents for Griffiths & Co. Ltd,
(Africa)

(Sgd) N. Ward.

Secretary.

COPY OF A LETTER FROM MESSRS. NORTON GRIFFITHS & CO. LTD. TO

CROWN AGENTS.

Central Buildings,
Westminster, S.W.1.

Reference S/5118

9th October 1925.

Gentlemen,

Uganda Ghana Railway Contract
Lloyds Policy No. 54021, £40,000

We are duly in receipt of your letter of
yesterday's date.

As you are aware this railway was surveyed
by the Engineers of the Uganda Railway and was certified
as fit to be taken over on the 12th August last, and was
actually taken over by the Uganda Railway on the 15th
August last, since which date it has been incorporated
in the Uganda Railway, and has been operated as part of
that system.

We admit that whatever liability there is under
the above policy has already arisen - the policy assures
you against any loss by reason of the non-performance of
the contract by Griffiths and Company Limited up to
£40,000. - if any such loss has arisen it only remains for
the amount to be ascertained.

In our opinion the Underwriters are already
liable to make good any loss which may be ascertained, as
above stated, and the payment of a further premium would
not alter the position as regards their liability.

We are, Gentlemen,

Your obedient Servants,
NORTON GRIFFITHS & CO. LTD.
As Agents for Griffiths & Co. Ltd.
(Africa)

(Sgd) E. Ward.

Secretary.

COPY OF A LETTER FROM MESSRS. E. F. TURNER & SONS TO CROWN AGENTS.

115, Leadenhall Street,
London. E.C.3.
23rd October 1925.

Gentlemen,

E. 416/8a. Uasin Gishu Railway.

We have your letter of yesterday's date with
enclosures. We are quite clear that the contention
put forward by Messrs. Norton Griffiths & Company Limited
must be rejected. The Policy provides that the
Underwriters, named on the back of the
under-standings, of the said Policy,
to the full amount, in any, of the
said Policy, or a copy of it, is still
valid. The Policies are, as you know,
limited to a term of a year, and the
Underwriters are entitled to be paid their premium so long
as they are on the risk. In view of the fact that the last
renewal expired on the 16th instant, the Underwriters are
not at this moment on the risk at all, and it is therefore
of the utmost importance that this matter should be taken
up at once, and that Messrs. Norton Griffiths and Company
Limited should be pressed to fulfil their obligations in
keeping the Policy alive. In view of the fact that,
presumably, it will be possible to give the Balance

Certificate

Certificate in the near future, it might be sufficient if the Policy was renewed for a further six months only, though whether the Underwriters would consent, in that event, to accept a smaller premium, we do not of course know.

We are, Gentlemen,

Yours faithfully,

(Sgd) E.F. Turner and Sons,

Kanya

Mr. Cliffe 7. Xi 25.

Mr. Dillan

Mr. [unclear]

Mr. Stacey

Mr. Shuckburgh

Mr. [unclear]

Mr. [unclear]

Mr. [unclear]

Mr. [unclear]

Ind
Ansd
17/9/25

609

Reference
I am in receipt
of the report of
the [unclear] of
[unclear] & [unclear]

in relation
to the [unclear]
the [unclear]
of the [unclear]
sufficient to cover outstanding
liabilities

2. I am to request you
to inform the Contractors
that your Solicitors are of
the opinion that it is necessary