

1925

KENYA

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16048
REC'D
REL 7 APR 25

From *Mr. God*
Headquarters

Date
7 March, 1925

FOR CIRCULATION:—

Mr.
Mr.
Mr.
Asst. U.S. of S.

Uasin Gishu Railway

Perm. U.S. of S.
Part U.S. of S.
Secretary of State.

*Send copies regarding
supply of bricks*

Previous Paper

MINUTES

No. 12642

*City of Nairobi send to
C.A. for communication to
the C.E. ... that J.P.*

** (recipitular)*

*Good
) 4 25*

Read

*As to the claim that the U.S. ...
Rly. failed to carry bricks with
sufficient expedition at the end of
1924, or have nothing from the U.S.
people. Col. Robertson, answer is that
they were bad bricks, anyway.
Send to C.E.*

Good 17.4.25

Copy to S. Light ... 9 APR 1925

Subscribed Paper

Handwritten initials

KENYA.
No. 286.



16048

GOVERNMENT HOUSE,
NAIROBI,
KENYA.

7th March, 1925.

Sir,

With reference to Colonial Office
despatch No.1314 of the 31st December, relative
to an application made by the Contractors for a
further extension of time for the completion of
the Uasin Gishu Railway Construction, I have the
honour to transmit for the consideration of the
Consulting Engineers copies of correspondence
with the Contractors and the Resident Engineer
concerning the supply of bricks required for
the Uasin Gishu Railway.

*Ca
60162
24*

From Contractors
Dated 12-1-25
with enclosure.
Resident Engineer,
Dated 19-2-25.

I have the honour to be,

Sir,

Your most obedient, humble servant,

ACTING GOVERNOR.

THE RIGHT HONOURABLE
LIEUTENANT COLONEL L.C.M.S. AMERY, P.C., M.P.,
SECRETARY OF STATE FOR THE COLONIES,
DOWNING STREET,
LONDON, S. W.

GRIFFITHS & CO. LTD.

ELMST.

72

14/13/33.

12th January 1933.

The Hon'ble The Colonial Secretary,
The Secretariat,
Nairobi.

UASIN GISHU RAILWAY CONTRACT
BEINGS.

Sir,

Although we are well aware that under Article 63 of our Contract with the Government of Kenya Colony, all matters in dispute must be referred to the Tribunal therein provided.

2 Yet as the delay in completion of the Uasin Gishu Railway is a matter of public interest and importance, we think it right to forward for your information copy of a letter addressed to our London Agents, and copies of correspondence referred to therein.

We have the honour etc..

(Sd) G.A. Bruce.

Griffiths & Co Ltd.

Eldoret.

13th January, 1925.

Messrs. Norton Griffiths & Co. Ltd.,
3, Central Building,
Westminster, S.W.1.

Dear Sirs,

BRICKS.

Enclosed please find copies of correspondence with the Resident Engineer in regard to bricks.

The first letter No. 89/2627, is that referred to in your letter to The Crown Agents for the Colonies of the 8th September, 1924, asking for an extension of time and we would ask you to note the instructions contained as to where and what bricks might or might not be used, and also to refer to what was said in your letter to the Crown Agents.

The next letter in our 8.12/13276 of the 30th November, to which we would add that the sketch showed how Williams bricks might be used in exterior walls of Landies and the instructions referred to setting out.

On the 25th November, under letter No. 740/6464 we were informed that no restrictions would be placed on the use of locally purchased bricks pending inspection.

Deliveries commenced immediately and up to the 9th January, several thousands had been delivered and used without any complaint, although the Resident Engineer inspected the buildings personally on the 3rd and 4th of December and again on the 16th and 18th December, and an Assistant Resident Engineer and Building Inspector are continually at Eldoret.

On the 9th instant their use was entirely prohibited. See letter ref. ~~21~~ 7/7 of 9.1.25 from Assistant Resident Engineer.

It will no doubt be said that all the above correspondence, except letter No. 89/2627 is headed "Brick Landies" and that the bricks were purchased specially for them and not for "F" Type quarters, but under letter No. 89/2627 of the 21st April we were allowed to use Williams bricks in interior of all buildings except the Goods Shed, and have done so without complaint, and I have used the bricks whose use is now entirely prohibited in the same way, although being ~~the~~ a clay brick of good quality and no restrictions being placed on their use we could have used them anywhere.

We think the Resident Engineer's action in condemning wholesale these bricks extremely unreasonable; we cannot be expected to submit every individual brick or piece of material to his personal inspection before use, and both he and his staff during the period 25th November to 9th January had every opportunity to inspect the bricks.

We should be glad if you would place the above facts before the Consulting Engineers in support of our claim for an extension of time.

We should also refer you to the Resident Engineer's letter No. 107/8895 re Telegraph Poles, sent you under our EL/369 and again emphasize the unfairness of allowing us to carry out work, in this case over a period of many months, with material which we consider complies with the Resident Engineer's requirements, without any complaint from him, and after the work has been executed to be informed that the materials used do not comply with requirements.

We should also refer to letter No. 86/5801 re Gradient Posts, sent under our letter EL/16/236 in which, after completing the Posts to Toroona without complaint, we were informed the arms supplied were not to specification but should have been of metal, not wood.

We consider that the above three instances are in fact breaches of article 32 of the contract agreement, we repeat that we cannot be expected to submit every individual piece of material for approval.

As an instance of the delays that would occur we attach copy of our letter P.1/13607 of the 22nd December, to which we have had no reply up to the present.

A ~~few~~ remarks as to the actual position in regard to bricks may not be out of place.

Up to the 20th December the Uganda Railway had delivered all told 841,401 No. Macupa bricks of the 1,000,000 which they expressed their willingness to supply, and from the 20th December to the 10th January only an additional 27,500 No. came forward.

The Superintendent of the Line was asked on the 19th December to forward if possible 100,000 No. by the end of the year; see letter attached.

As during December not less than 250,000 No. local and Macupa bricks were laid, it is obvious that 27,500 No. in three weeks is practically useless and in fact work is at a standstill at Eldoret for lack of bricks.

As regards local supplies, lack of labour prevents any large quantity being made, and this applies equally to our suppliers as ourselves, but more important still, the standard of quality exacted by the Resident Engineer is such that local suppliers will not face his inspection.

Yours faithfully,

Sd. Griffiths & Co Ltd.,

Uasin Gishu Railway Contract

Sd. C. A. Bruce, Director

19th. February,

5

The Hon. Ag. Colonial Secretary,
NAIROBI.

UASIN GISHU RAILWAY.

Your letter No. S.B/7345/1/6/2 of 24.1.25

Before commenting in detail on the contents of Messrs. Griffiths & Co's letter dated 12th. January, 1925, to Messrs. Norton Griffiths & Co. Ltd. London, copy of which accompanied your above quoted letter, I must point out that the whole of the communication appears to be produced by methods of "suppresio veri" and "suggestio falsi" and is hardly even an ingenious effort on the part of the local Company to extricate themselves from an embarrassing position in which they find themselves as the result of a lack of foresight and forethought on their part in failing to take steps early in 1923 to obtain the requisite number of bricks of good quality for the completion of certain buildings required to be provided under the terms of their Contract Agreement.

2. Referring to paras. 2 and 3 of Messrs. Griffiths & Co's letter, it will be noted that Messrs. Griffiths & Co. do not refer to the correspondence and circumstances leading up to the brick situation as it was on April 21st. 1924, and as it appears from para. 2

of their letter that they are viewing the brick situation in relation to their application for an extension of the Contract period, it is necessary to review the circumstances leading up to the brick situation as it was on 21st. April, 1924, the date of my letter No. 89/2627.

3. Under my letter No. 233/3662 of the 12th. June, 1924 to you, I stated that early in 1923, I directed the Contractors' attention to the necessity of arranging for a supply of the number of bricks required on the Railway and that in July, 1923, realising that the Contractors were not making any effort to obtain bricks I wrote, "I shall be glad if you will now take up the matter seriously."

4. On the 9th. January, 1924, the Contractors entered into a Contract with Mr. D.E. Williams for the supply of one million bricks, there being a Clause in the Contract fixing the rate of delivery. Mr. Williams failed to comply with the delivery Clause and Messrs. Griffiths & Co. on the 25th. April, 1924, terminated his Contract.

5. Clause 26 of the Contract Agreement provides that all materials which the Contractors desire to purchase in the Colony shall be submitted for the approval of the Resident Engineer as regards quality and price, while Clauses 26 to 28 inclusive of the first Schedule of the Contract Agreement is a Specification as to the quality of bricks etc. and details what procedure is to be observed in sorting and inspecting bricks. Clause 4 of Mr. Williams' Contract also

specifies in detail the procedure required by Messrs. Griffiths & Co. in sorting and inspecting the bricks to be supplied under his Contract.

6. Early after Mr. Williams commenced the delivery of bricks at Eldoret under his Contract, my Assistant Engineer on the 26th. February, 1924, reported as follows:-

"The brick situation has been most unsatisfactory from our point of view since delivery started, "Firsts" and "Seconds" arriving mixed up together. I have written to Mr. Brewer who has given orders to the Brick Contractor to have bricks stacked separately in 1000 lots ("Firsts" and "Seconds" to be separate). It is quite impossible for Mr. Speke, (Inspector of Works) to estimate accurately what the percentage of each quality is from the present large pile."

7. On the 4th, and 5th, and again on the 11th, and 16th, February, 1924, I had opportunities of inspecting Mr. Williams' bricks at Eldoret and on the 28th. February, 1924, under my letter No. 64/860, I pointed out to the Contractors the unsatisfactory situation regarding the stacking of bricks at Eldoret and informed them that they should stack the bricks properly and stated the procedure to be used in inspecting and passing the bricks to works by my staff.

8. I also pointed out in this letter that the Contractors had no Inspector or competent foreman at Eldoret to supervise the brick work or to take orders from my Assistant Engineer and Inspector as regards quality of bricks and quality of workmanship.

9. This matter was again referred to in my letter No. 89/2203 of 31st. March, 1924, to Messrs. Griffiths & Co.

10. It was not until the middle of April, 1924, that any attempt was made by Messrs. Griffiths & Co. to stack the bricks received from Mr. Williams properly so as to make inspection possible. It was found that many bricks delivered were entirely unsuited for any use whatever, and thereupon under my letters Nos. 89/2622 and 89/2627 of the 21st. April, 1924, I issued instructions to the Contractors as to the procedure to be adopted in the future with reference to the purchase and inspection of bricks taken over at Eldoret or elsewhere and as to how the bricks purchased could be used so as to reduce, so far as possible, the losses resulting from the Contractors' failure to stack the bricks so as to permit inspection and so as to utilise to the best advantage, the bricks delivered by Mr. Williams, as owing to Messrs. Griffiths & Co's failure to supply bricks it was necessary, in order to avoid further loss of time, to endeavour to utilise as many as possible of the bricks delivered.

11. On the 25th. April, 1924, Messrs. Griffiths & Co. broke Mr. Williams' Contract owing to his failure to deliver the number of bricks as required under the Delivery Clause of his Contract. Mr. Williams had however, for some weeks prior to the date of terminating his Contract, not delivered any bricks.

12. It will be observed that from the 25th. April, 1924, to 25th. November, 1924, Messrs. Griffiths & Co. took no steps to obtain further supplies of bricks and that during this period there was a complete cessation of the Contractors' part from any activity regarding bricks although the Uganda Railway authorities were doing their best to help by supplying bricks.

13. Referring to the detailed instructions concerning the use of bricks communicated to the Contractors in my letter No. 89/2627 of 21st. April, 1924, these instructions are required under the terms of Clause 86 of the first Schedule of the Contract to be issued by the Engineer to the Contractor. The Clause reads as follows:-

"The Bricks shall be as specified or ordered
"for each particular work or in accordance
"with Drawings or Patterns supplied by the
"Engineer."

14. Had Messrs. Griffiths & Co. seriously intended to complete the Railway at the earliest possible date and had they considered it a matter of public interest that this should be done as stated in para. 2 of their letter No. 14/13751 of the 12th. January, 1925, to you, they would have taken steps to obtain bricks early in 1923 as directed by me and not waited until 1924 before taking any steps in the matter.

15. Further, had they rightly gauged the whole problem of the brick supply, they would have realized that the only possible way to obtain the number of bricks they required up to specification and within

reasonable time was to adopt the suggestion to make the bricks themselves, as recommended in the report forwarded to them under my letter No. 89/4608 of the 1st. October, 1923, and not to have relied upon obtaining the bricks from a few local Sub-Contractors who are men of straw, quite irresponsible and without capital, plant and other resources

16. The reason of the failure of Messrs. Griffiths & Co. to supply the bricks is that they did not exercise reasonable foresight and forethought in the whole matter.

17. Referring to paras. 4 to 9 inclusive : These paragraphs refer to the delivery of about 27,200 bricks during December, 1924, and January, 1925, for which the Contractors paid about 2.68 to the Suppliers.

18. The first indication that the Contractors proposed to purchase these bricks is contained in their letter No. S.12/13276 of 20th. November, 1924, stating that they were arranging for a further supply of local bricks, which although of much better quality than Mr. Williams' bricks, were inferior to the Uganda Railway bricks.

19. Relying upon the truth of this statement made above, the signature of Mr. C.A. Breeze, a Director of Messrs. Griffiths & Co., and so as to avoid all possible delays, on the 25th. November, 1924, in my letter No. 740/6464, I informed the Contractors that I hoped to be in Eldoret shortly and would inspect the bricks, and in the meantime, as they reported the bricks

better than Mr. Williams' bricks but inferior to the Uganda Railway bricks. I would place no restriction on their use pending my inspection.

20. On the 2nd. to 4th. and 16th. to 18th. December, 1924, I was at Eldoret and inspected the bricks and unhesitatingly condemned them as quite useless for any purpose for which bricks are required, and found them to be infinitely inferior in quality to the bricks supplied by Mr. Williams. The bricks were also inspected by Mr. Puns (Assistant Engineer No. 5) and Mr. Speke (Inspector of Works) and were provisionally condemned by them.

21. The statement made by Mr. Breeze therefore, in his letter of the 20th. November, 1924, that the bricks were superior in quality to the bricks supplied by Mr. Williams, is entirely false.

22. Notwithstanding that the bricks had been condemned, the Contractors continued bringing them to the work and on the 8th. January, 1925, Mr. Osborne (Assistant Engineer), again ordered the Contractors not to use the bricks pending my further inspection and confirmed these orders in his letter No. 7/V of the 9th. January, 1925, and on the 10th. January, 1925, I inspected the bricks and again condemned them. In my letter No. 221/155 of the 14th. January, 1925, I confirmed this action, writing to the Contractors as follows:-

BRICKS.

There has been delivered at Eldoret a quantity of extremely bad bricks quite unsuitable for any purpose to which bricks are commonly required. These bricks were condemned as unsuitable for use by the A.R.E. and after inspection I confirm his action. The bricks should be removed from Eldoret."

23. It will be evident therefore that the statement made by the Contractors in para. 5 of their letter, is entirely without foundation.

24. The onus of using bricks which comply with their contractual obligations is on the Contractors. The quality of bricks to be used is clearly specified in Clause 87 of the First Schedule of the Contract. The bricks to which the Contractors refer in paras. 4 to 9 of their letter were not composed of brick earth but were surrum or clay bricks, the latter with kunkur nodules ; they were not hard, not sound, badly shaped, not thoroughly burnt and sloop moulded and absorbed large quantities of water ; they in no way complied with the Specification, they were in fact perfect rubbish and my action in condemning them wholesale was necessary and reasonable.

25. Referring to para. 10 ; Here again the Contractors' whole suggestions are entirely false. The actual facts of the case are as follows:-

26. Under my letter No. 107/5460 of the 13th. November, 1923, I forwarded to the contractors the requests of the Telegraph Engineer, Nairobi, as to the physical quality of the telegraph line, stating:-

"Every pole must show full heart wood and no sapling shall be accepted or erected."

By the 22nd. January, 1924, Messrs. Griffiths & Co. had obtained delivery of 2473 poles from the Mole Timber Co. out of a contract number of 3060 required to complete the telegraph line, and in about December, 1923, the

Melo Timber Co. found their forests could not produce more than 2473 poles.

27. In January, 1924, a contract was accepted by the Timbora Timber Co. to deliver to Messrs. Griffiths & Co. 700 telegraph poles.

28. In their letter No. F.L/11041 of the 17th. May, 1924, the Contractors informed me that they were having difficulty in obtaining delivery of the telegraph poles and later I learned that the Timbora Timber Co. had announced that they were unable to complete the delivery of 700 poles.

29. On the 9th. July, 1924, Messrs. Griffiths & Co. accepted the offer of Messrs. Tribhovan Rajah and Bros. for the delivery of 200 telegraph poles.

30. The poles supplied by the Melo Timber Co. and more especially the Timbora Timber Co. were reasonably to specification, few requiring to be condemned.

31. About September, 1924, Messrs. Tribhovan Rajah & Bros. were delivering poles, and my inspection showed that many of the poles were saplings and not of full heart wood.

32. In my letter No. 107/5896 of the 19th. December, 1924, I pointed out to the Contractors that very many of the telegraph poles supplied by Messrs. Tribhovan Rajah & Bros. did not comply with the conditions laid down in my letter No. 107/5460 of the 13th. November, 1923, in as much that they did not show

full heart wood but showed a very large quantity of sap wood.

33. It is therefore not true to state that the Contractors were allowed to carry on the work for many months before I drew their attention to the bad materials being supplied, as until after September, 1924 I had not much cause to condemn the poles.

34. Further, the error is on Messrs. Griffiths & Co. to bring no telegraph poles on the works excepting poles showing full heart wood and no saplings.

35. With reference to para. 11.; Here again the Contractors' statements are entirely incorrect and suppress the actual facts of the case. Under my letter No. 86/3941 of the 25th. November, 1922, I forwarded my Drawing No. 367 to the Contractors. This Drawing shows the details of gradient posts and that the arms are plates 1' 6" x 6" x $\frac{1}{2}$ ".

36. The Contractors thereupon made the Gradient posts to comply with this Drawing, the arms consisting of steel or iron plates 1' 6" x 6" x $\frac{1}{2}$ ".

37. After making the gradient posts required for the first 20 to 30 miles of the Railway, the Contractors found they had no further material for the arms and as further sections were being opened shortly for public traffic, the Contractors, in order to comply with the rules for opening Railways, hastily made cedar arms 1' 9" x 6" x 1" as a temporary measure.

38. Later, as the Contractors were apparently making no attempt to obtain the metal sheets for the arms, I directed their attention in my letter No. 86/5801 of the 18th. October, 1924, to the necessity of making the posts in conformity with my Drawing No. 357.

39. Here again the whole trouble arises from the Contractors' lack of foresight and forethought in so far that they failed to obtain sufficient material to make the posts. Their action in making the posts for the first 20 to 30 miles of the Railway with metal arms indicates that they were fully aware that the arms were to be of metal not cedar.

40. With reference to para. 12; The Contractors did not submit either the bricks or the gradient posts for my approval with reference to both quality and price as required under Clause 26 of the Contract. In both cases I found the articles on the works during inspection or their presence was reported to me by my Assistant Resident Engineers.

41. With reference to para. 13; There was no unreasonable delay in the sanctioning to purchase from the Uganda Railway of 13,000 Dog Spikes at a cost of £. 52. The application of the Contractors for approval to this purchase is dated the 22nd. December, 1924. The purchase was sanctioned on the 15th. January, 1925, the delay if any, occurred owing to the intervention of the Christmas and New Year holidays and the fact that the Dog Spikes had to be inspected. The

Contractors' whole contention is frivolous, especially 86
in view of the fact that very many letters from this
Office to the Contractors remain unanswered over
periods extending backwards for 12 months or more.

42. Platelaying for which the Dog Spikes
were required, was stopped by the Contractors on the
28th. June, 1924, and to date has not been
recommenced, excepting a few sidings.

43. Further, from the wording of this
paragraph of the Contractors' letter, it is evident
that no delay to the works did occur.

44. With reference to paras. 14 to 18 ;
The delays experienced by the Contractors and
detailed in paragraphs 14 to 18 of their letter, were
entirely due to the Contractors' failure to make
arrangements for the supply of bricks early in 1923,
as stated in para. 14 of this letter.

45. As Messrs. Griffiths & Co., in para. 9
of their letter to their London Agents, ask that their
letter be placed before the Consulting Engineers with
reference to their application for extensions of the
Contract period, I suggest that a copy of this letter,
together with a copy of Messrs. Griffiths & Co's letter
No. 14/13751 of the 12th. January, 1925, to your
address, be transmitted to the Consulting Engineers.

(Sd) J. H. ROBERTSON

Resident Engineer,
UNION GISHU RAILWAY.

Brett
Allen

Spring

16048/25 Kenya 87

end

Ans
25/4/1

7A

- Structure
- J. Shuckburgh
- O. A. Davis
- G. Grindle
- J. Masterton Smith
- Ormsby Gore
- Amery



SR

RAFT.

9 April 1947

Ca

Dear

Gentlemen

With ref to your letter

11420/76
Ca 6076/76

of 416/8, of the ^{11th March} ~~23rd~~ of the previous correspondence, I am directed to

transmit to you, for information, the enclosed, & copy of a

11420/76
16048

depos, with enclosures, from
the Adm. Govt of Kenya,
relating the supply of
buckets required for
the Musingi P. O.
Railway.



(Signed) W. O. BOTTOMLEY.