

1921

KENYA

366

FROM  
CROWN AGENTS

DATE  
10TH AUGUST 1921

C.O  
40019  
11 AUG 21

TO BE CIRCULATED TO

- Mr.
- Mr.
- Mr.
- Mr. Bebb
- Mr. H. Lambert
- Sir H. Bond
- Sir G. Fuchs
- Mr. Wood
- Mr. Churchill

SUBJECT

UASEN GISHU RAILWAY

Enclosed copy of corres. re disposal of survey staff now that survey is approaching completion. Enclosed also copy corres. re estimate of cost of construction together with copy of estimate, report by solicitors with contract revised in light of local criticisms. Suggests that in event of construction being postponed Colonel J.K. Robertson should be given leave so that he may be available directly it is decided to commence.

Obvious Paper

MINUTES

Sir H. Read

I have already read a minute (also will do J. Stevenson's) giving the total cost (£2,203,414, as above) & the terms distribution of the cost.

We can do nothing until we know whether there is to be a loan or not, and this paper should be brought up when we know the result of the S.M.'s representations to the Chancellor of the Exchequer. Give no more money till Robertson on leave or returning

38627

Ynt of

Subsequent Paper

CO  
41721

MINUTES.

MINUTES NOT TO BE  
ON THIS SIDE

Staff when the whole  
matter may be satisfactorily  
settled next week

Bring up in a book

proposed (C.C.)

11/8/21

This is dependent of  
the discussion on the 21st  
- See 4/18/21 C.C. Committee

agrees that there is but  
to send for us to  
answer the letter.

Only

W.H.

19. Dec. 21

at



ALL COMMUNICATIONS  
TO BE ADDRESSED TO THE  
AGENTS FOR THE COLONIES,  
AS ABOVE REFERRED AND THE  
OF THIS LETTER BEING QUOTED.

MESSRS. GOWNS, LONDON,  
TELEPHONE, 7780 VICTORIA.

C.O.  
40019  
4. MILLBANK,  
WESTMINSTER,  
LONDON. S.W. 1.

10th August, 1921.

Sir,

30v  
30b11  
21  
With reference to your letter No. 30611 dated  
the 4th July on the subject of the Uasin Gishu Extension  
of the Uganda Railway, I have the honour to transmit, for  
to C.A. the information of the Secretary of State, the enclosed  
21.7.21  
I. to C.A. copy of correspondence which has taken place between this  
27.7.21  
office, the Consulting Engineers and the Contractors.  
The Contractors it will be seen raise the question of the  
disposal of their staff now that the survey for the  
Railway is approaching completion. The Consulting  
Engineers point out that the decision on this question  
must depend on whether construction is likely to be  
proceeded with at once. In the event of delay they  
consider that the field engineers should be dispensed  
with immediately and a small staff of perhaps two  
engineers and two draughtsmen only retained until the  
final completion of the survey, and the preparation of  
the necessary land plans under the direction of the  
Acting Chief Survey Engineer, Mr. C. Ashley Clarke.

2. Before considering further the question of  
commencing the construction of the Railway, the Secretary  
of State will, doubtless wish to have before him the  
estimate of cost submitted by Messrs Griffiths & Company  
to R.P. & T. and the Consulting Engineers' comments thereon.  
27.7.21  
I. to C.A. 3. It will be seen from the enclosed correspondence  
27.7.21  
to C.A. that we forwarded the estimate of Messrs Griffiths and  
I. & Company

The Under Secretary of State,  
Colonial Office,  
S.W. 1

Company, to Messrs Rendel Palmer & Tritton early last month, but they are deferring their report on it pending the receipt from the contractors of priced bills of quantities and other particulars. In the meantime I enclose a copy of the estimate together with a covering letter from Messrs Griffiths & Company for the information of the Secretary of State.

Turner & Co. C.A.

4. As regards the despatch No. 650 of the 23rd Nov 1921 from the Governor of Kenya dealing with the proposed draft of the contract for the construction of the Railway I enclose a copy of a report by our solicitors and accompanying copy of the draft contract revised in the light of the Colonial criticisms. The Consulting Engineers concur in the amendments proposed and we have observations to make with regard to them. I may however, point out that though the following three points viz- (a) the amount of the Bond, (b) the termination of the railway, (c) the five sections referred to in clause 53; are referred to in the report as matters yet to be dealt with, they are actually covered in the attached copy of the revised contract. As the solicitors received the requisite information from the Consulting Engineers after their report had been written and they are to revise the letter in accordance therewith.

5. With regard to the second despatch of the 27th Nov 1921 enclosures which accompanied your letter of the 27th Nov 1921 will address a further letter to you on receipt of the observations of the Consulting Engineers.

6. Should it be necessary to postpone the construction of the Railway for some months we suggest that Colonel J.K. Robertson should be given leave so that he may be available directly a decision to commence is arrived at.

I have the honour to be, Sir,  
Your obedient servant,  
*J. Harcourt*

FROM MESSRS GRIFFITHS & CO. LTD. TO THE CROWN AGENTS.

3 Central Buildings,  
Westminster. S.W. 1

21st July, 1921.

Dear Sir,

I have the honor to acknowledge the receipt of your letter of the 19th inst. in relation to the Survey for the year 1920. I am sorry to hear that you are unable to attend to this matter at the present time. I have, however, instructed my staff to attend to the matter and to see that this work is carried out in accordance with the instructions given to me by the Surveyors. I am sure that you will be satisfied with the result. I am, Sir, very truly yours,

Mr. Halliday

Yours faithfully,  
 R. H. GRIFFITHS & CO. LTD.  
 3 Central Buildings,  
 Westminster, S.W. 1

FROM MESSRS RENDLE PALMER & TRITTON TO CROWN AGENTS.

12-14 Dartmouth Street,  
Westminster. S.W.1  
27th July, 1921.

Gentlemen,

In reply to your letter No. R.418/4 dated 23rd July 1921, it would seem that your decision must depend on whether construction is to be proceeded with at once or not, about which we have no information.

2. If there is likely to be any delay in starting construction, it would seem to be desirable to dispense with the services of the field engineers at once as it is clear from Messrs Griffiths cable received 26th July that the field work must be nearly if not actually completed. For the purpose of completing the plans a small staff consisting of about two engineers and two draughtsmen would probably have to be retained to the end of August the date given for completion in Messrs Griffiths cable. During August all documents, instruments etc., should also be made over the Survey Engineer so that the survey operations so far as outlined in the agreement of 18th June 1920, may be brought to a close.

Yours faithfully,

RENDLE, PALMER & TRITTON.

(Sgd.) V. Palmer.

FROM CROWN AGENTS TO MESSRS KNEDEL PALMER & TRITTON.

S. 418/6

4 Millbank,  
Westminster,  
S.W.1  
9th July 1921.

Gentlemen,

I transmit for your consideration and report, with reference to previous correspondence, the enclosed copy of a letter from Messrs Griffiths & Company Ltd., submitting in detail their estimate of the cost of constructing the proposed Uasin Gishu Railway from Nakuru to Turbo amounting to £2,203,414.

The plans referred to are being forwarded separately.

I also enclose for your observations, with reference to our letter of 30th May, a copy of a further letter from the Colonial Office and accompanying despatches from the Governor of Kenya Nos. 650 and 719, the latter forwarding Colonel Robertson's final report on the surveys of the new line, with comments thereon by Colonel Hammond and the General Manager, Uganda Railway.

Kindly return the enclosures to the Colonial Office letter with your reply as we have not been able to retain copies.

Yours faithfully,  
for the Chief Engineer.

FROM MESSRS KENDEL, PALMER & TRITTON TO THE CROWN AGENTS.

12-14 Dartmouth Street,  
Westminster, S.W.1  
29th July, 1921.

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Gentlemen,

With reference to your letter E. 416/6 dated 9th July 1921, and its enclosures, telegram No. 298 and despatch No. 650 from the Governor of Kenya which were discussed at the meeting in your office, we have now seen the amendments in the Contract suggested by Mr. Turner to meet as far as possible the Governor's proposals, and the explanatory letter which he is sending you and we are in agreement with him.

With regard to the first part of your letter under reply we propose to await the Priced Bills of Quantities and other documents which are under preparation by Messrs Griffiths & Co, before submitting our report.

We also await copy of the Governor's despatch No. 719 and enclosures, which was returned to you in original at your request, and on which you ask for our observations.

Yours faithfully,

KENDEL, PALMER & TRITTON.

(Sgd.) R.R. Cales.



FROM MESSRS GRIFFITHS & COMPANY TO THE CROWN AGENTS.

5 Central Buildings, 373  
Westminster, S.W. 1  
5th July 1921.

Gentlemen,

MASH-GISHU RAILWAY.

We now have pleasure in forwarding to you the estimate of Cost (in triplicate) of the above Railed Yakure to Turco - together with preliminary Plans and Sections - Books Nos. 1, 2, 3, 4 - amounting to £2,207,484 of £2,034,137 flooring - say two million two hundred and three thousand four hundred and fourteen pounds including 1% for Head Office charges and 5% for profit.

The types of Station Buildings and Staff Quarters shown on the drawings are not definitely decided upon and the designs for Bridges have been modified, the proposals now being to substitute 40 feet for 60 feet spans and corrugated iron pipes or Concrete or Masonry miter bridges, and on this basis the estimates have been prepared.

In computing the cost we have had the advantage of Colonel Robertson's and Major Gailley's local knowledge of country resources and of the requirements of the Uganda Railway, and have very fully discussed with them every item of the proposed work and its cost.

The estimate referred to is one adopted by Mr. J. H. Abbe, Chief Engineer, Uganda Railway, and the one referred to by Mr. J. H. Abbe, Chief Engineer, Uganda Railway.

Referring to the amount included under the head of Stations and Buildings, there is very considerable detail involved in this portion of the work and it is almost impossible to arrive at close prices for the various items. We believe, however, that Colonel Robertson has gone very carefully into the matter with the Officials of the Uganda Railway, and is satisfied that the amount is ample. We

have

have therefore adopted his figures, leaving the prices to be settled when the works are actually ordered and full instructions given. We had hoped that pending the development of traffic purely temporary hatted stations would suffice and thus considerable saving be effected in the amount now included, but no doubt full consideration will be given

Expenditure under this heading is to be ... we have not been ... included under the head of ... not anticipate any large increase in the amount.

Every effort has been taken to arrive at an accurate forecast of what the final bill is likely to cost, and to the amount arrived at we have added the sum of £250,000 in an endeavour, in as far as we think reasonable, to cover the following contingencies:-

- (1) Possible failure of the Government to provide at least say 10,000 Native Labourers (some under party exists in the minds of some of those who have co-operated with us in the matter as to this force being forthcoming), necessitating importation of labour.
- (2) Expenditure in importing the necessary skilled artisans either from India or, say, Ceylon, as it is not probable that they will be obtainable in the Colon, or adjacent territories.  
 Delays in shipping of materials due to strikes and delay in transport.  
 Delays in transport from base to site.
- (5) Increase in rates of materials and labour.
- (6) Acts of God - e.g., unusually heavy rain storms causing washouts and other catastrophes or delays to work, war, insurrection, rebellion and famine.
- (7) Accidents - strikes at home or overseas, and last, but not least a contingency of great importance - epidemics or plague

plague which, when numbers of coloured workmen are assembled together, is always a source of great anxiety.

The above is a list of only the main points which occur to us, which we, and indeed all Contractors have always found it necessary to provide for. The provision would only be drawn upon <sup>in</sup> the event of the above contingencies, or any of them arising, and we would not ask that any profit should accrue therefrom.

The priced Bill of Quantities, Specification and other documents are being prepared and will be sent to you as early as possible, together with a statement showing the approximate amounts included for materials and plant purchased at home and in the Colony.

We have assumed that the prices paid for permanent way materials (rails, steel sleepers and fastenings), steel work in bridges, and cement, would be subject to adjustment in the Estimate according to the rise or fall in the actual prices paid. It would be necessary to insert a clause in the Contract to provide for this.

Our estimate of the time required to complete the whole of the works is three years from date of order to commence - and we also enclose a diagram showing approximately the rate of expenditure over that period of time.

We shall of course be happy to discuss with you any matter in connection with the Estimate which may appear to call for explanation.

We are, etc.,

GRIFFITHS & COMPANY LIMITED.

(Sgd.) J.H. GALLEY.

Director.

FROM MESSRS E.F. JURNER & SONS TO THE CROWN AGENTS.

115 Leadenhall Street,  
E.C. 3;  
29th July, 1921.

Gentlemen,

Kenya Colony Protectorate.  
Uasin Gishu Railway.

With reference to the interviews that have taken place at your office, at which the Consulting Engineers and Colonel Robertson have been present, and to the despatch dated the 12th May last from the Governor of the Colony and his subsequent telegram of the 8th ultimo, we have now revised the draft Construction Contract, and beg to enclose a copy herewith showing our proposed revisions.

In making the following report upon these revisions will, we think, be more convenient to take them in the order in which they appear in the Contract, rather than to follow the order adopted in the Governor's letter.

Page (1). The expression "Kenya Colony and Protectorate" has been adopted throughout, but we notice that the Governor's letter is headed "Colony and Protectorate of Kenya", and we do not know which expression is preferred.

Page (2). We have revised the recitals on this page in view of the fact that the whole of the Survey has been completed at once instead of in four separate sections, as originally contemplated.

Page (3). It occurs to us that the amount of the Bond should be now increased for the same reason.

Page (4). We have struck out the definition of "the Accountant", and, in the same connection, please see our alterations to Clause (49), which clause appears to meet the point raised in the Governor's telegram of the 8th June.

Page (5). Clause (2). We understand that the Railway will commence at Nakuru, but we imagine that the termination of

it

FROM MESSRS R.F. TURNER & BONS TO THE CROWN AGENTS.

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E.C. 3.  
29th July, 1921.

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Uasin Gishu Railway.

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it can now be more closely defined than "the vicinity of Seg" and we have therefore left the point of termination in blank.

Page (6). Clause (6). In addition to the deletion of the word "or" as agreed, it seems to us that the words "necessary for the performance of the Contract" should also come out. This clause, as now amended, meets the point raised in the proposed addition to Clause (24). (See paragraph 3 of the Governor's letter).

Page (7). Clause (7). We understand that it is now desired that the Contractors instead of the Government shall provide medicine and medical attendance, and we have added a paragraph to this Clause providing for the medical examination of all Europeans employed on the Works. It occurs to us, however, in the latter connection that Europeans may be employed who are already in the Colony, in which case no doubt the Crown Agents would, if they think necessary, arrange with the Colony to designate a medical officer in their stead.

Page (7). Clauses (8), (9) and (10). We have made the necessary alterations in and additions to these Clauses.

Page (9). Clause (19). We have altered "Consulting Engineers" to "Engineer" to meet the difficulty, which would otherwise arise, in the case of men engaged locally.

Pages (10) and (11). Clauses (25) and (28). We have made a small addition to Clause (25) as agreed, but with regard to the general criticism made upon these Clauses, we should like to say that it appears to us to be impossible to expect any Contractor who is merely acting as an Agent, and remunerated as such, to accept personal responsibility for either inefficient workmen or faulty work. Under the Contract, the Contractor has no incentive to put in bad work as he could make no profit out of it by charging as for good work, seeing that whether the work is good or bad, he is only to be paid the actual cost. On the other hand, should the Engineer discover that bad work has been done, and order it to be made good, the costs will be added to the cost price, and the time for construction of the

works increased, with the consequence that the Contractors chances of a bonus under either of these heads will be diminished. We understand that the Consulting Engineers agree with us in these views.

Page (13), Clause (37). The clerical error in the second line has been found. Clause (38) had already been detected.

Para (12) Clause (38). We have struck out the last part of this Clause as arranged at our recent meeting. The transport of goods over a portion of the Railway before the whole Railway is completed must inevitably interfere, to a certain extent, with the Contractors arrangements for haulage of their own materials, both on the line, and probably also on penses. It seems fair, therefore, that a certain portion of the receipts from any goods so carried should be credited to the cost of construction, and we understand that one half is considered a reasonable proportion of credit.

Para (14) Clause (41). We have struck out certain superfluous words in this Clause, as any work included in the original Specification must have been provided for in the Bills of quantities and prices.

Para (15) Clause (43). We have struck out the last 24 lines of this Clause at the instance of Colonel Robertson, his point being, we understand, that the Railway Certificate to be given by him under the previous clause will not in any way be affected by the proposed amendments.

Para (16) Clause (44). The substitution of "Resident Engineer" for "Consulting Engineers" in line (10) of this Clause appears to us to be open to objection. The responsibility for the final Certificate rests upon the Consulting Engineers, and a large number of items of expenditure will, as a matter of actual practice, be submitted to them for approval in the ordinary course. No doubt with regard to expenditure in the Colony, their approval under the

the clause in question will be withheld until they have received the Resident Engineer's views, but we are of opinion [which opinion we understand to be shared by the Resident Engineer himself] that they should be the final arbiters in all such matters.

(18) Clause 47(B). We have struck out the words "and other" as we understand that these are considered too wide, although they do not seem to be very material, as they have to be passed by the Resident Engineer.

We have also added a rider to this Clause on the lines suggested in paragraph 3, (1), of the Governor's letter. We gather that the telegraph and telephone services mentioned in the Governor's letter refer to the lines to be laid all ~~side~~ the Railway, and are not intended to cover cables despatched to and from the Colony as mentioned in Clause 47 (B), which it was always agreed should be included as part of the cost price.

We are bound to say that we find a little difficulty appreciating the distinction between, for instance, the cost of transport of materials from, say, London to the Colony and the cost of carrying such materials over the Uganda Railway but if the Contractors will agree to this distinction being made, so much the better.

It also occurs to us that, further, in addition to materials charged by the Railway, the fares for men travelling to and employed on the Works should not also be excepted. Strictly speaking, they would come within the provisions of the clause, but if this is the definite intention, some addition to our proviso would appear to be desirable.

Page (17) Clause (48). The suggestion that the rate per mensem should be left open is not, we understand, regarded favourably



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favourably by the Consulting Engineers. The Clause as it stands is in a very common form, and we can appreciate the difficulty in adjudicating, perhaps two or three weeks afterwards, what would be a fair rate of depreciation for any particular item of Plant.

Page (17). Clause (49). We have already referred to our alterations in this Clause.

Page (19). Clause (53). We have added a proviso giving the Engineer liberty to certify the completion of the Railway section by section, and we understand that he is able now to define the approximate points of commencement and termination of the sections. We foresee the possibility of objections being raised by the Contractors to this addition for the reasons indicated in our observation with regard to Clause (49) above.

Page (22). We have now included the usual "Members of Parliament" clause.

We think that the foregoing covers all the ground, but if we can be of any further assistance, you will no doubt let us know.

We are, etc.,

(Sgd.) E.F. TURNER & SOHS.

C.C. 200  
PUBLIC RECORD OFFICE LONDON