

1923

KENYA

61999

TEL
599

DATE

21ST DECEMBER 1923

22 DEC 23

SUBJECT

AGADI LEASE

views as to terms.

516

From U.S. of
Pay
Secretary

MINUTES

to be prepared in a separate

the terms in a letter

Questions arise as to what

are there any in the carrying

letter, e.g.:-

- (1) Are we to say "take it or leave it" - or "no alteration of substance is possible" - or "on the whole, I think the"

10. Capt. La Har
by above instead
of letters letter
Jan 7 to 17 Jan 24
S.R.C.

Subsequent Paper

13/1334

more negotiation.

(ii) The minutes at the Nov. Conference was I think that there should be new (and many varying) instruments. I regret this on the score of delay, but I think we must accept it.

Shall we say that when the amendments are made the original points will be open to the 8 members, excepting the instruments, to bring forward any other proposals which alter the main structure when required to meet the intention of the new arrangements?

(iii) The point I think that, as before, we shall keep the reference from the last meeting

The whole thing is so complicated that I do not think we can well on any further discussion on detail. H.B.

H.B.

independently, & we may have had the company's reply before we were ready to write on this. But the Executive has referred to the point regarding course, and it is quite clear they have considered it necessary.

89864

(a) If he is emphasizing the "old rule", he will refer to our letter of 13 Dec. And the Co has certainly said that best for bringing us its full view and I can't imagine the Govt now objecting.

(b) If he fears that his previous tel: made vague too prominent structure may only have excluded wage, it is well. Our letter mentioned wage only in its preamble, and the operative section was perfectly general. I think your letter

12.19.23

H.B.

Staff memo

P.T.D.

29

Lo H. Repd. - W. Ormsby: free

I prepared the annexed
memo: & sent it to W. Ormsby on the
26th. He is away till the 4th &
I agree that we must not
wait. (The Co: press me repeatedly)

We have gone through the same
difficulties & I have discussed two
points (indicated) with Sir J. King

I ft herewith.

W. Ormsby
31/12/23

H. J. R.

31/12/23

at sea
2.1.24

Li H. Reed No Ormsby: fore

I prepared the annexed
memo: & sent it to W. Parker on the
26th. He is away till the 6th &
I imagine that we must not
wait. (The Co: press me repeatedly)

We have gone through the same
process: I have discussed two
points (indicated) with Sir J. Keble

at the moment.

Wed 31 11 23

H. J. R.

31/11/23

at sea
10/12/23

Telegram from the Government of Kenya to the Secretary
of State for the Colonies

81999
Dec 21 1933

(Received Colonial Office 10.25 p.m. 21st Dec., 1933)

No. 390 of 21st December

53

Your telegram of 12th December

concerns to a tentative proposal

for the formation of a company
for the purpose of the

proposed no objection. Part of

the December 1933 conditions

be clearly understood company

only for company's side

C.O. 533
258

61999

510

DECODE

22 DEC 23

of a telegram from the Governor of Kenya

Dated 21 Dec 1923 Received in the Colonial Office at 10.25 pm on 21 Dec

390 21 Dec your tel of 12 Dec
 Paragraphs 1 to 4 inclusive
 I agree ○ Paragraph 5 agree to
 investigation suggested as to working
 expenses of soda traffic over
 magade branch ○ Paragraph 6
 no object ○ Paragraph 7
 my tel of 7 Dec 374 penultimate
 sentence it should be clearly
 understood company's port can be
 used only for company's soda
 traffic

Governor

61999

511
31 JAN
D 9

3 January 1924
Dec 14 1923

1462/24
17 JAN 1924

Sir,

With reference to the discussion which took place at the Colonial Office on the 19th of Nov. in regard to

the proposed incorporation

of the Mayadei Soda Company, I am sorry to

have been unable to

attend the necessary

consultation with the

Govt of Kenya, it has

not been possible

to present to your

definite terms

which he and the Colonial

Govt are prepared to offer.

2. These terms are

contained in the annex.

DRAFT

Walter Samuel M.
re: ...
advised ...

MINUTE

- Mr. ...
- Mr. ...
- Mr. ...
- Mr. C. Davis
- Mr. ...
- Mr. ... 31/12/23
- Mr. J. ...
- Mr. Ormsby-Croft
- Duke of Devonshire

copy to ...

Handwritten notes in the bottom left corner, possibly a signature or initials.

Handwritten notes at the bottom of the page.

which accompanies the letter, and
his grace trusts that they
will be acceptable to the Directors
of the Company and to the other
parties who are concerned in
the matter. It should
be understood that the present
situation of the affairs will not be
to modify.

3. Both sides to the last issue
of the ~~document~~ ^{minutes}
of the Post has already been
subject of the letter from the
Post of the 15th of Dec. 1864
which no reply has yet been
received. It should be understood
that the paragraph has
exclusive bearing reference to the
reconstruction of the Company and
that it is in the limitation of the
Company's ^{rights} ~~rights~~ in regard to the
Post, as the ~~at~~ ⁱⁿ ~~part~~ ^{part}, ~~is~~ ^{is} ~~not~~ ^{not} ~~the~~ ^{the} ~~only~~ ^{only}
question ~~of~~ ^{of} ~~the~~ ^{the} ~~Post~~ ^{Post}
in ~~the~~ ^{the} ~~present~~ ^{present} ~~position~~ ^{position}

59864

(Rear)

notice to the Company be increased to an extent considered reasonable after taking into consideration the cost of working the traffic at that time and the selling price of the product, but the rates of freight (exclusive of royalty) will not in any case exceed the following:-

Not exceeding 5,000 tons	22 shillings
Exceeding 5,000 tons but not exceeding 10,000 tons	20 shillings
Exceeding 10,000 tons	18 shillings

(A) A minimum of £153,000

The revision of rates to be arranged as hereinafter set out:-

(c) - "hereinafter following period:-"

At the end of the tenth, fifteenth, etc. years, the rates of freights may be revised as in (b) above, subject to the same maximum rates as there indicated. The revised rates will have effect for the next period of five years.

(4) For the purpose of the periodical revision under (3), a separate account of the expenses of working the traffic will be kept during the last three months of each period of five years. The revision will not on any occasion take into account any rate of freight which may exist for agricultural produce of any kind.

(5) The freight on coal and any upward traffic will be the same as that charged to the public.

(6) (a) During the five years following the date of reconstruction and during any subsequent period of twelve months (reckoning from the same day of the year) in which the payments to the Government in respect of the Company's soda

copied as '205' from '205' to '205'

Understand that the public rate on coal is now 20s.

nine-sixteenth

fall short of the amount represented by a railway rate of $\frac{9}{16}$ ths of a penny per ton mile and royalty of 25s. a ton on raw soda and 35s. a ton on soda ash or other soda products, the deficiency, accumulating at 4 per cent compound interest, shall go to reduce the price at which the Government may exercise its option to purchase the Magadi Railway.

(6) In any period during which the deficiency referred to in the preceding paragraph exists, the profits (if any) on working the Branch railway shall be retained in full by the Uganda Railway Administration.

(7) The Branch railway will form a part of the general system operated by the General Manager of the Uganda Railway, and he will be under no obligations, whatever, as to priority of transport, or as to the supply of locomotives or rolling stock, or as to the maintenance of the railways, to the Company in preference to any other customer of the Uganda Railway.

by

(8) In the purpose of these arrangements, the date of reconstruction will be taken to be the date of the discharge of the Order of the Court appointing a Receiver.

(9) Nothing in this Memorandum shall be taken to prejudice the right of the Government to re-venter on the property either now or in the future.

(10) The following notes are added as to points in which the provisions of the existing leases will

will require modification, but it is to be understood that in ^{preparing} proposing the new instrument the solicitors will be at liberty to bring to notice any other matters in which in their opinion modification is required to give effect to the intention of this Memorandum:-

- A. In the ^{Lake} ~~later~~ Lease, provision is required as to the suspension of royalty as a separate charge ~~for the~~, the first period of five years.
- B. As to the Railway Lease,
 Clause 7. It is to be made clear that the Government are under no liability ~~to~~ fit the Branch Railway to carry more than 1,000,000 tons a year.
- Clause 12.

Clause 20 to be modified so that the Government will be under no greater obligation to the Company than to any other customer in the matter of rolling stock.

Clause 22. to be modified so as to make it clear that no priority is given to the Company's traffic.

Clause 25. to be modified so as to give effect to paragraphs (3) and (4) of this memorandum. In particular, sub-clauses (G) and (H) will be replaced by the provision of paragraph (4) of this memorandum and separate accounts of the cost of working the Company's traffic will not, except as there provided, be kept.

Provision to be inserted as indicated in paragraph 6 (a) of this Memorandum.

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A. In the ~~later~~ ^{Lake} Lease, provision is required as to the suspension of royalty as a separate charge ~~for the~~ the first period of five years.

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Clause 28. Delete para 2

Clause 29. Provision

in para 2. The reference to abstracts of the
Railways Act 1925 require
as the account...

30. The words will require

to be required
of the account
of the...
of the...

*the first of...
it was for...
concession of...
Company's property...
to the works which they have
there*