

led endeavor to
arrange the matter
direct with the Magadi
Soda Company when
he comes home in March,

that he should therefore
be furnished with
the necessary info

3. ~~The~~ ^{question} matter
will therefore stand over
pending the arrival of
Sir P. Giannard in this
country.

EAST AFR PROT.

4532

C O -
4532

REC'D
14 FEB 12

120

Crown Agents

Date.

1912

13 Feb.

of previous Paper.

3293

L. Magadi Scheme
Inspecting Engineer.

Sends copy letter addressed to Henri Rendel &
Robertson resp. question whether the inspection
under clauses 18 & 19 of the Contract might be
dispensed with.

~~to~~ Re: Sir G. Fildes.

The Crown Agents mention (at ~~the~~ their
letter) a substantial consideration in favour
of inspection in this country, though the
effect of clauses 18 & 34 of the Contract, taken
together, is apparently to throw upon the
Company, even after the preliminary period
of 12 months, the cost of making good all
damage to the Railway due to extraordinary
"casualty" of such a nature that the
cost would be held chargeable to capital
under the principle laid down in clause 34.
The failure of a bridge, for instance, owing

of subsequent Paper

Ca
5202

Ans'd cons 17 Feb
The ans'd - 20 Feb.
Copy cons - 167. 26 Feb. 5202

to a hidden defect, would, I imagine, have to be made good by the Company at any time under these two clauses.

As for the objection raised by the C.A. on clause 48, the only interest which the Contractors could have in using any but the best materials would be to reduce cost. This would mean a reduction of the capital outlay, which is to be the purchase price under clause 48 if the Govt. decide to purchase the line.

? Tell the C.A. to submit the Consulting Engineers' reply to the S. & B. before they communicate with the Magadi Soda Company. We can then decide whether we ought to tell the Treasury before we make the final plunge.

H.A.B.

Feb. 15.

- + copy of annex⁴⁸ to the Govt.
for int. 27. ?

H. J. R.

15/II
Alouse Pt. 16.

next page

W. Read.

121

Mr. Herz has been to say, in emphatic terms, that the Magadi Soda Company cannot agree to the discontinuance of inspection in this country under clauses 18 or 19 of the Contract, & that, if we adhere to our attitude, the Company will call in question the right of local rejection under clause 9, & will, if necessary, go to arbitration on the point.

This is the difficulty I feared in Gov. after discussion with you & Sir C. Fiddes, I have telephoned to Major Carmichael to have our inspectors put on again at once, & to submit a draft to the C.A.

H.A.B.

Feb. 19.

at once
H. J. R.

19/II

E

283/20

ALL COMMUNICATIONS
TO BE ADDRESSED TO THE
CROWN AGENTS FOR THE COLONIES,
THE ABOVE REFERENCE AND THE
DATE OF THIS LETTER BEING QUOTED.

TELEGRAMS, "CROWN, LONDON."
TELEPHONE 1632 VICTORIA.

CO 122
4532
REC'D
14 FEB 12

WHITEHALL GARDENS,
LONDON, S. W.

13th February 1912

Sir,

I have the honour to acknowledge the receipt of your letter No. 3293/1912 of the 8th February informing us that the Governor of the East Africa Protectorate recommends that inspection under clauses 18 and 19 of the contract with the Magadi Soda Company should be dispensed with and that the Secretary of State agrees in this view.

2. I enclose for the information of the Secretary 13th/2/12 of State a copy of a letter which we have addressed to Messrs Rendel and Robertson. On receipt of their reply we propose also to communicate with the Magadi Soda Company.

3. In the meantime I would point out with reference to your observation that clause 9 of the Contract appears to afford the Government ample protection, that in practice this clause can for the most part only protect the Government against such defects as may be visible to the eye in the finished articles after their arrival in the Protectorate; or such as may develop during the twelve months maintenance under clause 44. It does not seem possible without inspection during manufacture to prevent the use of inferior materials, or the

The Under Secretary of State

&c &c &c

Colonial Office

sent

E
285/20

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A |
The Under Secretary of State

&c &c &c

Colonial Office

A | the existence of hidden defects, tending to shorten the life of the structure and to increase the maintenance and renewal charges in future years. These charges will fall upon the Government, which on this account, as well as in case of possible purchase under clause 48, appears to have a direct interest in the use by the contractors of the best materials.

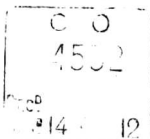
4. I may state, with reference to the fourth paragraph of your letter, that a considerable amount of material has been inspected and passed by the "Inspecting Engineer." We will give you details of the services performed and the remuneration recommended for them when we receive it from Messrs Rendel and Robertson.

I have the honour to be

Sir

Your Obedient Servant

Wm. R. Martin



13th February 1912

Gentlemen

In reference to your letter to us of the 15th of January relating to your appointment as the "Inspecting Engineer" for the Government in connection with the Nagadi Railway I enclose for your information and guidance a copy of a letter which we have now received from the Colonial Office.

From this letter you will see that the Governor of the East Africa Protectorate has recommended that inspection under clauses 18 and 19 of the contract should be dispensed with, and that the Secretary of State is of the same opinion.

2. We propose to communicate these instructions to the Nagadi Soda Company, but before doing so we shall be glad to know whether you see any difficulty in at once stopping the inspection of contracts already in hand so that we may inform the Company what will be done in this respect.

3. Will you please further at your convenience give us the information asked for in the fourth paragraph of the Colonial Office letter.

I am

Messrs Rendel & Robertson

Gentlemen

13 Dartmouth Street

Your obedient servant

Westminster

(Sd) W. Martin

for Crown Agents

Cl
4532

East

125



Handwritten signature/initials

17 Feb 1912

Gentlemen

I am etc to ack. the

receipt of your letter

$\frac{E}{283/20}$ of the 13th of Feb.

forwarding a copy of

a letter which you have

addressed to Messrs

Headel & Robertson stated

to the question of disposing

with the inspection of

materials under clauses

18 & 19 of the Contract

with the Messrs. Loh

Company.

I am to request that

DRAFT.

Cl.

MINUTE.

Mr. ASD 16/2

Mr. Butler 16 f.3

Mr. Fiddes.

Sir H. Just.

Sir J. Anderson.

Lord Emmott.

Mr. Harcourt.

Recd 5202

CA 5202

26 Feb

Copy for 107

of con. to for sub. etc.

126
G.D.
20 FEB
20

C.A.
4532

EAP

~~S~~

JW

20 Feb. 1912.

ansd 6850

Gentlemen,

With reference to

your letter ^E/_{283/20} of the

13th of February and the

reply from this office

of the 17th of February,

I am directed by Mr.

Secretary Harcourt to

inform you that

urgent representations

have been made by
the

DRAFT.

The C.A.

MINUTE.

Mr. Butler. Feb. 19.

Mr. Read. 19

Mr. Fiddes.

Sir H. Just.

Sir J. Anderson.

Lord Emmott.

Mr. Harcourt.

for conon

Further minute

return to me
per despatch for
draft to gov.

Gov
Copy to 26 Feb or 5/2/12

You will submit to him

Dept. in Consulting

Insurers' and have

You communicate with

the Magadi Code Company

f

the Magadi Soda
Company, limited, to
the effect that a serious
disability is imposed
upon them by the
discontinuance of
inspection of the materials
for the Magadi Railway
under clauses 18 and
19 of the contract dated
the 13th of April 1911.

2. W. Harcourt

recognizes that the
voiding of the contract
makes it desirable, and
even necessary, to
^{maintain}
~~employ~~ the method of
inspection in this country
if

if the Contractor ¹²⁷
insist upon it, and
he is therefore constrained
to approve of the
employment of
Messrs Rendel and
Robertson as the
Inspecting Engineer
for the purposes of
clauses 18 and 19
of the contract, as
originally contemplated,
and to request that
they will resume
without delay their
inspection of the
materials which are
being manufactured.

3. I