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L. Magadi Scheme
Supplemental Agreement
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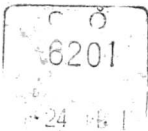
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TELEGRAPHIC ADDRESS.
"DUMMEY LONDON."
TELEPHONE NO. 1255
LONDON WALL.

Encs.

W
38 1/4 Great Winchester Street,
London, E.C.



23rd February 1911

Dear Read,

EAST AFRICA PROTECTORATELake Magadi Soda.

Messrs. Samuel & Co. have now corrected the irregularity in the form of the exercise of their option under the Agreement of the 20th September 1909 to which I referred at our recent interview, and I am today writing officially to the Crown Agents informing them that this option has now been exercised and in due course the Crown Agents will doubtless communicate with you.

In the meantime I enclose you five prints of the Supplemental Agreement executed on the 26th ulto. At present this Agreement is only executed by two members of the Firm of Messrs. Samuel & Co., Mr. W. H. Levy the other partner being still absent from London, I having accepted the undertaking of Mr. W. H. Samuel to obtain Mr. Levy's signature on his return to the City.

Yours truly,

Charles H. Drummond

H. J. Read Esq. C.M.G.,
- Colonial Office.

TELEGRAPHIC ADDRESS
"ORNAKADU" LONDON
TELEPHONE NUMBERS
LONDON WALL

Encs.

38 1/2 Great Winchester Street,
London, E.C.

23rd February 1911

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Yours truly,

Charles H. Owen

H. J. Read Esq. C.M.G.,
Colonial Office.

EAST AFRICA PROTECTORATE

Agreement

SUPPLEMENTAL TO A CONCESSION DATED THE 20TH SEPTEMBER, 1909, RELATING TO THE CONSTRUCTION, MAINTENANCE, AND WORKING OF A RAILWAY TO LAKE MAGADI, AND A LEASE OF LAKE MAGADI AND OTHER LANDS IN THE PROTECTORATE.

Dated 20th January, 1911.

SUTTON, OMMANNEY & RENDALL,
3 & 4, GREAT WINCHESTER STREET,
LONDON, E.C.

EAST AFRICA PROTECTORATE.

An Agreement made the 26th day of January 1911

Between SIR REGINALD LAURENCE ANTROBUS
K.C.M.G. C.B. MAURICE ALEXANDER CAMERON C.M.G.
late a Major in His Majesty's Corps of Royal Engineers and
WILLIAM HEPWORTH MERCER, ESQUIRE C.M.G. all of
Whitehall Gardens in the City of Westminster the Crown Agents
for the Colonies (who are the Crown Agents for the Colonies for the
time being are hereinafter referred to as "the Crown Agents") acting
for and on behalf of THE GOVERNMENT OF THE EAST AFRICA
PROTECTORATE (hereinafter referred to as "the Government") of the
one part and SAMUEL SAMUEL WALTER HORACE SAMUEL
and WALTER HENRY LEVY all of Shell House Nos. 25 and
27 Bishopsgate in the City of London carrying on business under
the style or firm of "M. SAMUEL & Co." (hereinafter called "the
Concessionaires") of the other part.

Whereas these presents are supplemental to an Indenture
(hereinafter called "the Principal Indenture") dated the 20th day
of September 1909 and made between the above-named parties whereby
the Government gave to the Concessionaires the right to be exercised
on or before the 1st day of July 1911 of claiming the grant to themselves
or their nominees of a lease (hereinafter referred to as the Lease) from
the Government in the form of the draft lease set forth in the first
schedule of the Principal Indenture of certain lands and rights in the
East Africa Protectorate and also the right of entering into a contract
(hereinafter referred to as "the Contract") with the Government in the
terms of the draft contract set forth in the Second Schedule of the
Principal Indenture for the construction of a Railway and other works

in the East Africa Protectorate AND WHEREAS it has been agreed by and between the parties hereto that the Principal Indenture shall be altered in the manner hereinafter contained.

Now therefore it is agreed between the parties as follows that is to say:

1. Clause 1 of the Contract shall be extended by the insertion at the end of sub-head (a) thereof of the words "and Liquid Fuel" but does not include Kerosine Oil or other oils used for illumination or Petrol Motor Spirit or oils used for other purposes than for fuel.

2. In clause 7 for the words "except for special reasons approved by the Government" there shall be substituted "except as provided by clause 8."

3. Clause 8 of the Contract is hereby cancelled and in lieu thereof the following clause shall be substituted—

"8. (i) Between the junction of the Branch line with the Uganda Railway and a suitable place to be approved by the Governor at or about 26 miles therefrom where an engine changing station can be established the maximum gradient of the branch line shall be 1.5 per cent. and the maximum angle of curvature shall be 10 degrees compensated at the rate of 0.03 per cent. for every degree of curvature.

(ii) Over the rest of the Branch line except as provided in sub-head (v) hereof the maximum gradient shall be 2 per cent. and the maximum angle of curvature 10 degrees compensated at the rate aforesaid.

(iii) The sleepers throughout except where agreed upon shall be of steel and laid not less than 2,112 to the mile where 50 lb. rails are used, and 1,936 to the mile where 80 lb. rails are used.

(ix) Water shall be provided at stations where required for working the Branch line by storage or by other means by and at the cost of the Contractors.

(v) In all places where a maximum angle of curvature of 10 degrees involves an expenditure which is prohibitive in the opinion of the Contractors' Engineer reversing stations (each consisting of 1 pair of shunts) may be substituted but in no case are there to be more than 3 pairs of reversing stations without the consent of the Governor.

(vi) The Uganda Railway Administration shall work the whole of the Branch line if it is constructed to the specification as agreed and so as to comply with the conditions of the contract with the changes provided for by sub-heads (i) to (v) hereof at the rates of freight as fixed in Clause 42 (a) to (g) of the Contract and no portion of the line shall be deemed to require special and expensive methods of working.

(vii) Any question arising under this clause or any sub-head thereof or as to the meaning or application thereof shall be decided by the Governor and his decision shall be final and binding on all parties.

4. Clause 37 of the Contract shall be altered by the insertion after the words "rolling stock" and before the words "for the efficient working of the railway" at line 4 of Clause 37 of the Contract of the words "at the estimated maximum cost of £243,500" and by inserting at the end of Clause 37 the words "Provided nevertheless that the said Uganda Railway Administration shall not be bound to provide tank cars or any special waggons or conveniences for the carriage of liquid fuel" and the Contractors shall provide such special tank cars (if any) as they may

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in the East Africa Protectorate AND WHEREAS it has been agreed by and between the parties hereto that the Principal Indenture shall be altered in the manner hereinafter contained

Now therefore it is agreed between the parties as follows that is to say

1. Clause 1 of the Contract shall be extended by the insertion at the end of sub-head (a) thereof of the words "and Liquid Fuel" but does not include Kerosine Oil or other oils used for illumination or Petrol Motor Spirit or oils used for other purposes than for fuel.

2. In clause 7 for the words "except for special reasons approved by the Government" there shall be substituted "except as provided by clause 8."

3. Clause 8 of the Contract is hereby cancelled and in lieu thereof the following clause shall be substituted—

"8. (i) Between the junction of the Branch line with the Uganda Railway and a suitable place to be approved by the Governor at or about 26 miles therefrom where an engine changing station can be established the maximum gradient of the branch line shall be 1.5 per cent. and the maximum angle of curvature shall be 10 degrees compensated at the rate of 0.03 per cent. for every degree of curvature.

(ii) Over the rest of the Branch line except as provided in sub-head (v) hereof the maximum gradient shall be 2 per cent. and the maximum angle of curvature 10 degrees compensated at the rate aforesaid.

(iii) The sleepers throughout except where agreed upon shall be of steel and laid not less than 2,112 to the mile where 50 lb. rails are used, and 1,936 to the mile where 80 lb. rails are used.

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(iv) Water shall be provided at stations where required for working the Branch line by storage or by other means by and at the cost of the Contractors.

(v) In all places where a maximum angle of curvature of 10 degrees involves an expenditure which is prohibitive in the opinion of the Contractors' Engineer reversing stations (each consisting of 1 pair of shunts) may be substituted but in no case are there to be more than 3 pairs of reversing stations without the consent of the Governor.

(vi) The Uganda Railway Administration shall work the whole of the Branch line if it is constructed to the specification as agreed and so as to comply with the conditions of the contract with the changes provided for by sub-heads (i) to (v) hereof at the rates of freight as fixed in Clause 42 (a) to (g) of the Contract and no portion of the line shall be deemed to require special and expensive methods of working.

(vii) Any question arising under this clause or any sub-head thereof or as to the meaning or application thereof shall be decided by the Governor and his decision shall be final and binding on all parties.

4. Clause 37 of the Contract shall be altered by the insertion after the words "rolling stock" and before the words "for the efficient working of the railway" at line 4 of Clause 37 of the Contract of the words "at the estimated maximum cost of £200,500" and by inserting at the end of Clause 37 the words "Provided nevertheless that the said Uganda Railway Administration shall not be bound to provide tank cars or any special waggons or conveniences for the carriage of liquid fuel and the Contractors shall provide such special tank cars (if any) as they may

require for the carriage of their liquid fuel but shall not be entitled to any rebate or allowance off the rate or respective rates for conveyance mentioned in Clause 42 by reason of the provision of any cars provided by them.

5. Clause 42 of the Contract shall be altered in the following manner:—

I. Sub-head "h" thereof is hereby cancelled.

II. Sub-head "j" becomes "h" "k" becomes "j" and "l" becomes "k."

III. The following additional sub-head shall be inserted:—

(i) No Customs Excise or import duties shall be payable or levied upon or in respect of any coal imported into the Protectorate for the purposes of the Railway and the Contractors' works and or the Contractors' Port provided that the Contractors shall not so long and so long only as the importation of such coal would but for the provisions of this sub-clause render the same liable for duty sell give away or dispose of the same otherwise than for the purposes aforesaid.

6. Clause 43 of the Contract shall be extended by the insertion at the end of sub-head (a) thereof of the words "and the Uganda Railway Administration shall make such improvements to its Main Line (at an estimated maximum cost of £146,500) as may in the opinion of the Governor be necessary for carrying the quantity of 50,000 tons aforesaid or such additional quantity up to 160,000 tons in any one year as aforesaid."

7. In all other respects the parties hereto confirm the Principal Indenture.

In witness whereof the Crown Agents and the Concessionaires have hereunto set their respective hands and seals the day and year first above written.

Signed sealed and delivered by the above named REGINALD LAURENCE ANTROBUS MAURICE ALEXANDER CAMERON and WILLIAM HEFORTH MERCER in the presence of

CHARLES H. OMMANNEY
3 & 4 Great Winchester Street
London E.C.
Solicitor.

R. L. ANTROBUS. (L.S.)

M. A. CAMERON. (L.S.)

W. H. MERCER. (L.S.)

Signed sealed and delivered by the above named SAMUEL SAMUEL in the presence of

G. G. SAMUEL
25 & 27 Bishopsgate E.C.

SAMUEL SAMUEL. (L.S.)

Signed sealed and delivered by the above named WALTER HORACE SAMUEL in the presence of

HUGH DE H. WHATTON
101 Leadenhall Street E.C.
Solicitor.

WALTER H. SAMUEL. (L.S.)