

EAST AFR. PROT.  
2572

C O  
2572

1911

Memorandum  
of Receipt

L. Magadi Khame

Date.

1911

26 Jan.

previous Paper.

2206

Made endorsement of copy of initial agreement with  
Messrs. Samuel & Co. to make it a Co. to make  
to account the same forthwith.

Mr. Jiddes. See also the  
I understand that the the the  
Capital for the Co. (£2,250,000) has  
been underwritten, Wetherburn not taking  
half, that the Co. to be formed  
to-day, a preliminary meeting was  
on Saturday, & the subscription list  
opened on Monday & closed on Tuesday.  
The Agreements enclosed in the present letter  
were originally required by Messrs. Samuel &  
Co. & the C.A. were seemingly instructed  
to execute them at once. They merely put  
into legal form what had been agreed to  
between the Co. & Messrs. Samuel

TELEGRAPHIC ADDRESS,  
"COMMANNEY LONDON"

TELEPHONE NO 1289 LONDON WALL.

3 & 4, GREAT WINCHESTER STREET,  
LONDON, E.C.

January 26th 1911

2572

REC'D  
REGD 26 JAN 11

Sir,

EAST AFRICA PROTECTORATE

Lake Magadi Soda

Supplemental  
in duplicate

We have, as arranged, enclosed herewith a duplicate of the Supplemental Agreement which is proposed should be entered into with Messrs M. Samuel & Co, and should be obliged if you would authorise the Crown Agents for the Colonies to execute the same in the course of this afternoon. In this respect we have intimated to the Crown Agents that subject to their convenience, we propose to call upon them at 2.30 to-day for the purpose of obtaining their executions.

Since you approved the draft as amended by us yesterday, we have added to Clause 3 a new sub-section (7), and Messrs Samuel's Solicitors have amended the last sub-section of Clause 5 in accordance with the views you expressed yesterday to us when speaking on the telephone.

We are, Sir,

Your obedient Servants,

*Arthur Commanney Woodall*

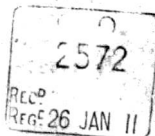
The Under Secretary of State for  
the Colonies,  
Colonial Office.

TELEGRAPHIC ADDRESS,  
"COMMERCE LONDON"

3 & 4, GREAT WINCHESTER STREET,  
LONDON, E.C.

TELEPHONE NO 1888 LONDON WALL.

January 26th 1911



Sir,

EAST AFRICA PROTECTORATE

Lake Magadi Soda

Supplemental  
in duplicate

We have, Sir, as arranged by engrossment, a duplicate of the Supplemental Agreement which is proposed should be entered into with Messrs M. Samuel & Co, and should be obliged if you would authorise the Crown Agents for the Colonies to execute the same in the course of this afternoon. In this respect we have intimated to the Crown Agents that subject to their convenience, we propose to call upon them at 2.30 to-day for the purpose of obtaining their executions.

Since you approved the draft as amended by us yesterday, we have added to Clause 3 a new sub-section (7), and Messrs Samuel's Solicitors have amended the last sub-section of Clause 5 in accordance with the views you expressed yesterday to us when speaking on the telephone.

We are, Sir,

Your obedient Servants,

*Arthur Commaury Rendall*

The Under Secretary of State for  
the Colonies,  
Colonial Office.

## AN AGREEMENT &amp;c.

WHEREAS these presents are supplemental to an indenture (hereinafter called "The Principal Indenture") dated the twentieth 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 (hereafter 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-paragraph (c) thereof of the words "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"

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

2. Clause 8 of the Contract is hereby cancel-  
led <sup>and</sup> in lieu thereof the following <sup>Clause</sup> provisions shall  
apply ~~be substituted~~

"8. (1) Between the junction of the Branch  
line with the Uganda Railway and a suitable  
place <sup>to be approved by the Engineer</sup> at or about 25 miles therefrom where an  
engine changing station can be established the

gradient of the branch line <sup>shall be</sup> not to exceed  
~~1.5 per cent~~ <sup>maximum angles</sup> and the curvature <sup>not to</sup>  
~~exceed~~ <sup>shall be</sup> 10 degrees compensated <sup>at the rate of 0.3</sup>  
~~for every degree of curvature~~

(2) The rest of the Branch line ex-  
cept as provided in sub-head B thereof may have  
~~gradients not exceeding 2 per cent with curves~~ <sup>maximum radius</sup>  
~~not sharper than 10 degrees compensated at the rate~~  
~~of 0.3~~

(3) The sleepers throughout except  
where agreed upon shall be of steel and made not  
less than 2,112 to the mile where 50 lb rails  
are used and ~~2,000~~ to a mile where 80 lb rails  
are used.

(4) Water shall be provided at  
Stations where required for watering the branch  
line, by stop ~~or~~ <sup>by and</sup> other means at the cost  
of the Contractors.

curves ~~of~~ <sup>shall be</sup> ~~not to exceed~~ <sup>maximum radius</sup>  
~~10 degrees compensated at the rate of 0.3~~  
in the opinion of the Con-  
tractors engineers reversing stations may be  
substituted.

(6) The Uganda Railway Administration  
shall ~~be~~ <sup>shall</sup> work the whole of the branch line if  
it is constructed to the specification as agreed  
and

X

he in order to

and so as to comply with the provisions of the contract with the changes provided for in the head to be inserted the rates of freight as fixed in clause 42 (a) (b) of the contract and no portion of the line shall be deemed to require special and expensive methods of working

~~3. Clause 23 of the contract shall be altered by the insertion at line 1 thereof after the word "railway" and before the word "or" of the word "and" and by the insertion also at line 4 thereof after the words "the Contractor" the words "and / or the works of" and at or near the end of the clause after the words "and or near"~~

4. Clause 24 of the contract shall be altered by the insertion at line 1 thereof after the word "and before the word "the railway" of the words "and or the works of" and at or near the end of the clause after the words "and or near" shall supply the words "and or the works of" and at or near the end of the clause after the words "and or near" may require for the

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*a Railway  
and shall be  
not be bound  
side table*

shall be excluded from the contract and they shall be excluded from the contract and they shall be excluded from the contract

The following additions

shall be inserted.

"(L) 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 /or the Contractors' Works ~~at~~

~~at the Port~~ and/or the Contractors' Port." *inserted that the Contractors shall not sell gas away or dispose of the same*

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~~ undertake to make the improvements to its Main-Line ~~at an estimated cost of £145,000~~ *at an estimated cost of £145,000 necessary for* carrying these quantities." *of 5000 tons annually*

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

IN WITNESS.

*which additional quantity up to 25000 tons in any one year as appeared*



shall be inserted.

"(L) 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 /or the Contractors' Works ~~at~~

~~and/or the Contractors' Port"~~ *It is intended that the Contractors shall not sell any away or dispose of the same.*

*Review these for purposes of road*

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~~ *shall make such* undertake to make the improvements to its main line ~~(at an estimated cost of £145,000) necessary for~~ *have incurred or may in the future be incurred* carrying these quantities." *of 5000 tons annually*

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

IN WITNESS.

*to such additional quantity of 500000 lbs in any one year as agreed*



DRAFT.

The Com Agent

MINUTE.

- Mr. Reek. 26. Junc
- Mr.
- Mr. Fiddes. 26. Junc
- Mr. Just.
- Mr. Cox.
- Sir C. Lucas.
- Sir F. Hopwood.
- Col. Seely.
- Lord Cr.

In answer to  
 with ref to  
 the letter from the  
 Secy of the 17. 7 Sep 109

I am directed by Mr  
 Secy Harcourt to  
 transmit to you the  
 copy of a Supplementary  
 Agreement with Messrs  
 Sumner  
 Secy 1. 9. 109

PUBLIC RECORDS OFFICE, LONDON