



not to man  
 amount to  
 which the first  
 The original correction was given  
 20 years in all  
 to all hands, as the first  
 as case of

The agreement provides for  
 20 - for the best taking it as  
 at the end of 20 years on a calendar  
 paid on the altar of the good without  
 regard to price agreement  
 it is the first of the  
 but his contract  
 the description shall be  
 40 years or that  
 description is  
 however  
 I am disposed to agree that neither  
 being in a satisfactory  
 not within the terms of  
 correction unless it is coming  
 for the best of the

that the  
 other 20  
 which the  
 on page  
 copyright 35  
 the  
 which the  
 in fact

3. The third point is raised on  
 Pie & Blake's letter  
 amount - I am aware of the fact  
 that we have paid a price  
 that a correction differ  
 his original one - I think this  
 should not be held to pay the  
 amount of payment. This is an  
 agreement. It would be to  
 with the kids in a mother's  
 in 2. I don't think it is fair  
 to do



This is a monopoly concession  
 which, I think, ought not to  
 have been granted, but we have  
 to make the best of it and <sup>and the operation of the</sup>  
 would neither extend the period  
 of 25 years nor give better terms  
 for appropriation. I am therefore  
 against 1 & 2 in Mr Ellis's  
 minute.

WTO  
 20/11

WTO  
 2/11

I think these two concessions not unreasonable  
 The ability <sup>to</sup> bespicate <sup>the</sup> 'old iron' <sup>terms</sup> was granted  
 by a very unexpected decision of the Treasury Act  
 based authorities. No principle can justify it & it  
 was never justified except on the technical construction  
 of the statute. It is in my opinion <sup>superfluous</sup>  
 to extend its application. I understand all agree  
 the extension of the subject to Sir C Blake's terms  
 I do not extend the period of 25 years. Ad  
 23/11

This is a manifestly concession  
 which, I think, ought not to  
 have been granted; but we have  
 to make the best of it and <sup>area of the operation of the</sup>  
 would neither extend the period  
 of 25 years nor give better terms  
 for appropriation. I am therefore  
 against 1 & 2 in Mr Ellis's  
 minute.

7070  
 20/11

I think the two concessions not unreasonable.  
 The ability <sup>however</sup> to purchase 'old iron' trams was granted  
 by a very unexpected decision in the Tramway Acts  
 local authorities. The principle can justify it & it  
 was never justified except on the technical construction  
 of the statute. It is in my opinion <sup>superfluous</sup>  
 to extend its application & 'understand all eyes'  
 to the extension of the subject to Sir [P] [B] [L] [S] trams  
 I don't see what the point of Ad.

ALL COMMUNICATIONS  
TO BE ADDRESSED TO THE  
SECRETARY OF STATE FOR THE EAST AFRICA  
AFFAIRS, ADDRESSES AND THE  
TEXT OF THIS LETTER BEING  
TELETYPE, THROUGH, LONDON



RECEIVED BY  
1937

East Africa Protectorate - Region 12  
Nairobi Electric Power Scheme.

Sir,

I have the honour to acknowledge  
of your letter of the 27th of June 1937  
to state that since its receipt the question of  
revision of the concession granted to Mr Hirtzel for  
the supply of electric light and power in the Nairobi  
District, East Africa, has engaged our attention and  
our Solicitors, but it is only within the last few  
days that the negotiations with Mr Hirtzel and his  
agents have been brought to a definite conclusion.

I now have to transmit for the consideration  
of the Secretary of State a copy of the modified  
of the concession which has been agreed upon  
to the effect of which...  
of Messrs Messrs Messrs & Messrs...

It has been fixed so as not to commence until the  
8th of April next. This has appeared to us to be  
fair, as Mr Hirtzel...  
his arrangements.

4. The...  
installed...

5. Clause 9 sets out the conditions under which the concessionaire shall provide...  
is not all that we could have...  
preferred that the whole £16,000 stipulated...  
original concession should be provided and placed...  
our control before the concession became effective. We...  
have however been unable to induce Mr Hirtzel and his  
Solicitors to accept such an arrangement and we have there-  
fore agreed to the arrangement set out in the clause.  
This however secures that at least £17,500 is ear marked  
to the work i.e. £16,000 and £1500 - of which the latter  
amount will be forfeited in the event of the proposed work  
not being properly carried through.

6. The Engineers nominated by Mr Hirtzel are Messrs  
Burstall & Monkhouse - see clause 10 and to see no objection  
to their selection. Mr Monkhouse made the...  
Report on the...  
Report on the...  
Report on the...

7. Clause 12 provides for... conditions...  
the Govt... all expropriated... Concessionaire...  
the... 20 years... since following the...  
... of... an obligation...  
... however...  
... of a... only...  
... to say at the... other...  
... advantage of the Government to take...  
... 7-1

8. ... the...  
... 7-1

extract from a letter from our  
 Concessionaire and his  
 that it was to be fixed at 40 instead  
 It will be seen that our Electrical  
 are subject to the concession, if the conditions of  
 variation set out in the draft agreement are adhered  
 Upon this I say that the question would  
 to be one of fact rather than of principle, but  
 Hirtzel has said that he sees his way to making  
 expenditure from the beginning of  
 the question arises whether the term  
 as originally settled is not quite long  
 enough without the further extension now  
 proposed.

9. As regards the further application that the  
 area of supply under the concession should be enlarged so  
 as to include a district 3 miles on each side of the main  
 which is to run from the Falls to Nairobi, we are disposed  
 to recommend that it should be conceded. I understand  
 from Mr Hirtzel that he contemplates running a line of  
 "Telferage" along the main and also to supply power,  
 especially for pumping purposes, to estates adjoining the  
 main. This it appears to me is a project which deserves  
 encouragement and provided that the "Telferage" line can  
 be so safeguarded as to prevent its being turned into a  
 railway, without the express consent of the Government,  
 it appears to me that the enlargement of the concession  
 might be granted.

I have the honour to be,

Mr

Your Obedient Servant,

*W. H. H. H.*

30



3 & 4 Great Winchester  
1st November

979

NOV 05

Nairobi Electric Light & Power Scheme

It is suggested that the area of supply should  
include as well as the Nairobi District a  
certain area of the main which is to run  
to the Nairobi District.

It is also strongly urged that the term of the Concession  
should be 40 years instead of 25, especially having regard to  
the provisions of Clause 22 relating to the lines there set  
own for fixing the prescribed price on the undertaking being  
taken over by the Government.

In connection with the request for enlargement of the  
term of the Concession, we would remark that in drafting Clause  
22, we had regard to the provisions of Section 2 of the Electric  
Lighting Act 1882, and the regulations contained in Clause 22  
for fixing the prescribed price are identical with those con-  
tained in Section 2 of the Act. We would point out however,  
that in the majority of cases where the Electric Lighting Act  
applies, the provisional order granted to the Undertaking is  
for a period of 4 years, though in some cases and in special  
circumstances, it may possibly be for less.

We have had an interview with the Electrical Engineers,  
Messrs. Price & Cardew, with regard to Clause 22, and they think  
that it should be decided not to accede to the request of the  
Government for an extension of the term of 40 years, it is  
not reasonable that the condition stating that no allowance  
shall be made in respect of compulsory purchase or goodwill,  
should be waived, as they are of opinion that the Clause

would



letter from Cambridge of Dr. Hitzel to  
 that Dr. Hitzel already possessed a  
 pay to wit of the Commission. The matter  
 appears to have been before you to the  
 Council & perhaps decided in favor of  
 the Commission.

This is a usual condition upon the  
 case of Commission when he has  
 been there some time to  
 resigning, but in the

Dr. Hitzel to  
 already possessed a  
 The matter  
 to the  
 in favor of  
 to

Dr. Hitzel can be called  
 upon to pay the cost  
 of preparation of  
 the amended Commission

Please print this  
 note with my official letter  
 to you? 2/28/18

9979

Bye

9979

273

DRAFT



C. Light

25 November 05

Gentlemen

I am directed to

to acknowledge the receipt of your letter

Dec 12

of the subject of the

of the commission granted to Mr. ...

the supply of ... in the ...

from you ... the ...

conferred upon ... subject to the ...

MINUTE

24/11  
Read 124

- X Mr. Astor 24
- Mr. Cur.
- Mr. Lucas.
- Mr. Graham.
- X Sir M. Omsenny 24
- The Duke of Marlborough.
- Mr. Lytton.

for ...

Copy to ...

9979 will be with  
an reply to ...

110

