

1929

Kenya

No. 15404

SUBJECT

CO 533/388

Building in Kenya

Agreement with Sir Herbert Baker

Previous

5004/28

Subsequent

4220/30

1.

SIR HERBERT BAKER.

29 APRIL 1929.

2

States that it would be of very great advantage to have a consultation with Mr. Allison and requests authority for the visit.

There being no objection.

? inf. Mr. Allison to may visit Sir H. Baker and submit claim for travelling expenses.

Atkinson's
2/5/29

In writing to Mr Allison full
been what he is entitled to
claim.

Also inf. Sir H. Baker that
we will settle any claim given
to Mr Allison.

all

3/5/29

at once

Copies placed in

file of account
(20128/2)

to Allison

to Sir H. Baker (no record)

19 MAY 1929

DESTROYED UNDER BYALIN

Mr Allison replied to no. 2 on 14/5,
saying that he will proceed to London as
requested. Reply kept on personal file.

Pat by.

Atkinson

12/5/29

at once

HA

4 175

4 Mr Herbert Baker 17 May 1924
States that he had a long discussion of great
value with Mr Allison and hopes to have
quotations. Suggests that he pay a visit to the
Union Buildings at Pretoria as soon return
to Durban via S.H. mentions two points of
interest

~~Mr Allison's letter of the 14th inst. has been received
and the same has been forwarded to the
Director of the S.H. Railway as before~~

It's not sufficient
information as to
any back lot

It appears that

It will be necessary that the
Allison's passage has been booked
on the 21st of June for Durban
and that he will be able to
leave a letter regarding this
matters to Mr Allison

As Mr Allison has been
satisfied
it is understood that
proposes that ~~the~~ ~~proposed~~
should be D.P. work he
will not delay time
by coming a contract
he understood that he would
resent involvement in the

3/4/24

H
M.A.
23/5
at home

REPRODUCED UNDER STATUTE

To be Mr Baker (4 amed)
Allison

4 June 1924
of Mr Allison
consider that it would be better to proceed right
through to Durban arriving August 25,
and leave for Mombasa on Sept 1st during
when we could visit Pretoria

It would be better on Mr Allison going
to Pretoria unless he is to have
time to spend in Durban then
for a longer period

Mr Allison
We can leave the 21st
would not be to Allison was
wicket back before the storm
leave and do the short visit
with smoking arrangements
think the best case would be
(as time permits) to send a
copy of 4.6.27 to the D.P.

Wash asking him to let his
name as soon as possible
after the receipt of the deposit.

To inform Mr Allison
promising a further amount as

soon as a copy is recd from

the OAG

Mr Allison

accp

S.B.K.

at 11

To Gen. 518 - w/ copy of 607
Cable Telegraphic requirements

D.L. 1/2 up: 6 on

X. 1/2 up of 607

as we cannot locate

the 1/2 up forwarded

to the OAG and will

at 11

at 11

at 11

at 11

at 11

at 11

at 11

DESTROYED UNDER STATUTE

Daily Telegram No 197 2 July 1929

no objection to Allison's visit but Dir/PW

would like him to reach Bombay by 3 Sept

but not later, in any case, than 19 Sept

Mr Parkinson

To the OAG leaves it open I suggest
that Mr Allison should be allowed
to spend the larger time in Bombay
making the visit really work while

with a view reference No. 8 and say
that OAG has approved of his making
certain and that he should proceed
accordingly when he is ready to

suggested in No. 8 of my that as
being called to arrange his
passage accordingly all that he is at
liberty to do as he may see fit

submit a claim for expenses necessarily
incurred in such a trip
the copy from OAG up a number of
copies of my report to the OAG and say
as a matter of fact

it was
thought advisable to allow Mr Allison to begin
the trip before 11 AM on the 10th and
apparently not make any
arrangement with the OAG
say with regard to the trip

accp

W.T.M.

at 11

Mr Allison

To Gen. 518 - 11 Aug - w/ copy 12

60 (copy 1, 9, 12) 10 fl.

JUL 1929

15

J. H. Allison 13 July 1929
Acknowledge receipt of No. 12.

Mr. Nicholls,

No. 15 ? put by.

Whitcomb Alford
18724
James

16 J. H. Allison 1 August
Claims travelling expenses and subsistence
allowance incurred on visit to Sir H. Baker.

in line

The sum claimed is most
I sent copy of W & CA
subscribing in a pay 20-0-0 for
large funds is the Bank as
main
It is also to be seen necessary to ask
of the other members of the
committee remaining these expenses!

W. C. S.

1929

11/29

15-11

5

16.

GOVERNOR 592.

12 SEPTEMBER, 1929.

Reports recent developments and resolutions adopted
by the Loan Works (Buildings) Committee as to
appointment of Mr J. H. Hoogterp as Architect and
Sir H. Baker as Consulting Architect. Fwd. copies
draft Agreements.

Mr. Allison

I am sorry for my delay in the management
with Sir Herbert Baker and Mr. Hoogterp
is not last being put on a
regular footing. I had no intention to
open on the Agreement, but have
regularly reported to the
existing state of affairs. The notes in
company are as follows.

The way to go

W. C. S.

You may be interested in
this agreement. At an earlier
stage we considered the draft
(see 1100/1/1) but being
low for matters have advanced,
the end object is attained
very fully above. For

Patry

deeds drawn

W. C. S.

9/10/29

W. C. S.

W. C. S.

KENYA.

No. 592



GOVERNMENT HOUSE.

NAIROBI.

KENYA.

6
18

12th September, 1929.

7 OCT 1929
O.A. OFFICE

My Lord,

1905/6/1929.

I have the honour to refer to previous correspondence ending with my telegram No. 145 of the 11th June, 1928, on the subject of the agreement to be concluded with Sir Herbert Baker, A.R.A., in respect of certain architectural work on buildings in this Colony and to regret the delay which has occurred as regards notifying Your Lordship and Your Lordship's predecessor of more recent developments in the matter.

In a letter dated the 2nd. January, 1928, to the Chairman of the Loan Works (Buildings) Committee, Sir Herbert Baker proposed that he should cease to be the responsible architect for the building work being undertaken with Loan funds and that Mr. W. M. Hooper, his local representative, should undertake the work, he himself continuing to act as consulting architect.

The

The Right Honourable LORD PARFIELD, P.C.,
SHERIFF OF GREAT BRITAIN AND IRELAND,
PARLIAMENT STREET, S.W.1.

The question was considered by the Loan Works (Buildings) Committee on the 27th March, 1928, when it was decided that the terms of the proposed arrangement should first be discussed with Mr. Hoogterp by the Director of Public Works.

On the 30th May, 1928, the Loan Works (Buildings) Committee had before them the accompanying memorandum prepared by the Director of Public Works after his discussions with Mr. Hoogterp, when the following resolutions were adopted :-

(i) That as from 1st May, Mr. J. A. Hoogterp be appointed Architect and Sir Herbert Baker, Consulting Architect for the works in hand under the draft agreement, viz :-

- Government House, Nairobi
- European Elementary School, Nairobi
- Nakuru European School
- Eldoret European School
- Indian School, Nairobi
- Kisumu European School.

(ii) That the payment of fees for services rendered on these works by Sir Herbert Baker prior to 1st May, 1928, and rendered and to be rendered after this date by Mr. J. A. Hoogterp, be arranged on the lines proposed in the Director of Public Works Memorandum on

Resolution No.8 (ii) of the Meeting of
the 27th March, 1928.

- (iii) That ratification of the change be made
by exchange of letters between the
Government on the one side and Sir Herbert
Baker and Mr. J. A. Hoogterp on the other,
setting out and accepting the new arrange-
ments.
- (iv) That payment may be made to Sir Herbert
Baker and Mr. J. A. Hoogterp under the new
arrangement as and when due without waiting
for the ratification under (iii) hereof.
- (v) That in the event of Government proceeding
shortly either with the proposed new
Government Offices or Law Courts or with
both, the Committee considered that they
should be carried out under the same
arrangement as for works in hand, that is
with Mr. Hoogterp as Architect and Sir
Herbert Baker as Consulting Architect, with
a similar division of fees for the services
to be rendered by them respectively; and
that in any case the services now being
rendered by Mr. Hoogterp in the matter of
giving advice and preparing diagram plans,
etc., showing the proposed buildings on the
different

different sites under consideration, which services are needed by the Superintending Engineer in connexion with the Report he has been instructed to prepare on the matter, be paid for at a fee being merged in the percentage fees which will become payable later if the works proceed further.

3. In view of the new arrangements it was not considered necessary that any further steps should be taken to complete the original draft Agreement with Sir Herbert Baker, a copy of which formed the enclosure to my despatch No. 251 of the 14th April, 1927. Your Lordship's predecessor was advised accordingly in my telegram of the 11th June, 1928.

10020/1/41
10020/1/41

4. As regards Resolution (iii), referred to in paragraph 2 of this despatch, my legal advisers were of opinion that the proposed letters of ratification would not put the whole matter on a sound legal basis but that the present unwritten Agreement should be rescinded by mutual consent of the parties and that new Agreements should then be executed between Government and Sir Herbert Baker and Mr. Hoogsterp, respectively. All parties

have

have agreed with the procedure proposed and copies of the draft Agreements were accordingly taken to England by Mr. Hoogterp when he left the Colony in May this year, for consideration and return, if approved, in order that final Agreements could be drawn up for execution locally. Copies of these draft Agreements are enclosed for Your Lordship's information. The comments of Sir Herbert Baker have now been received and it is hoped shortly to execute the necessary Agreement with him.

I have the honour to be,

My Lord,

Your Lordship's most humble, obedient Servant,

Edw. A. G. 77

GOVERNOR.

MEMORANDUM TO LOAN WORKS (BUILDINGS) COMMITTEE.

SIR HERBERT BAKER'S AGREEMENT.

Reference Resolution A (II) of Meeting of 27th March, 1928.

1. In accordance with the above Resolution, discussions have taken place with Mr. Hoegarty.

2. From a communication Mr. Hoegarty has received from Sir Herbert Baker, it is understood that he (Sir Herbert) proposes, so far as works now in hand are concerned, that from some fixed date fees for services rendered after such date shall be payable as to 25 per cent. to Sir Herbert and 75% to Mr. Hoegarty, but that for services rendered prior to such fixed date all fees shall be payable to Sir Herbert alone.

Further, Sir Herbert will not, after the said date, render any services as Buying Agent in London.

3. The "fixed date" mentioned above has, in the later figuring of this Memorandum, been taken as the 1st May, 1928.

4. It should be explained that, according to the previous arrangements with Sir Herbert, fees were to be paid on a percentage basis on the recorded completed costs of the buildings when done by contract, and when done Departmentally on the completed recorded costs plus a figure plus a figure of between 5% and 10% thereof, added to cover building overheads. (In the figuring hereafter this latter item has been taken at 7½%). In no case of the works in hand by Sir Herbert is the completed record cost yet known, and therefore exact amounts of money payable cannot be given. Further, for the purposes of arriving exactly at what fees on the various works are due and payable to Sir Herbert alone for services prior to the fixed date, and what will thereafter be due partly to Sir Herbert and partly to Mr. Hoegarty, it would be necessary to know the cost of work done on each scheme at the fixed date. This it is not possible to give.

On these two matters all that can be done, so far as I can see, is to take approximate probable figures of likely final costs of completed works at the first point and likely approximate figures of their cost at the fixed date on the second point, and from some arrive at approximate figures of fees due before and which will be due after the fixed date. This has been done in a series of appendices attached hereto, one for each work in hand (except Embassy Government House not under Draft Agreement) and a summary table of costs and also attached.

5. It should be noted that in addition to the percentage fees on Works in Hand (other than Government House, Embassy) Sir Herbert Baker has been paid for various other services rendered the following fees:-

(I) On Central Government Offices	£1,250: 0: 0
(II) On Law Courts	400: 0: 0
(III) On abandoned schemes Government House, Nairobi, and Legislative Chamber, etc.	4,200: 0: 0
(IV) For daily fees, etc.- Visit Dec. 1925 and January, 1926	750: 0: 0
	<hr/>
	4,600: 0: 0
(V) On Government House, Embassy (about 2/3rds payable out by him to Messrs. Hurle Bath, Cobb & Archer)	1,265: 4: 4
(VI) On Furniture Government House	110: 8: 8
(VII) Appointments Selection Fee	100: 0: 0
	<hr/>
	26,020: 13: 0

There is also still due to him:-

(I) On Furniture Government House (Re-designing and buying) probably	200: 0: 0
(II) On Government House, Embassy, say	120: 0: 0
	<hr/>
	320: 0: 0

6. Thus on these proposals (approximately only so far as payments yet to be made are concerned) the general position would be, on the 30th April, 1928, something as follows:-

- (a) Paid to Sir Herbert Baker as given in paragraph 5. 6,068:15: 0
- (b) To be paid to Sir Herbert Baker as given in paragraph 5. 420: 0: 0
- (c) Paid Sir Herbert Baker on account works in hand other than Government House, Nairobi, for services rendered prior to 30.4.1928 5,625: 0: 0
- (d) Now due and payable but not yet paid Sir Herbert Baker for services rendered prior to / 30.4.1928 3,022: 19: 7
- (e) Payable Sir Herbert Baker in future for services rendered after 1.5.1928 1,024: 2: 8
2 20,022:16: 8

Payable Mr. J.A. Hoegarty in future for services rendered after 1.5.1928 2 3,072:10: 2

TOTAL FOR MR. J.A. HOEGARTY. 2 3,072:10: 2

NOTE: (1) If Kabete School does not proceed further, then payment in future (e) to Sir Herbert Baker would be reduced by 4227:2:44 and payment to Mr. J.A. Hoegarty by 21, 2112:0:0.

NOTE: (2) If Hall Room, etc. Government House, Nairobi, does not proceed, then payment in future to Sir Herbert Baker would be reduced by 236:8:74 and payment to Mr. Hoegarty by 2102:16:74.

7. On these arrangements Mr. Hoegarty would cease to be an employee of Sir Herbert Baker as from 1st May, and also thereafter Mr. Hoegarty would be responsible for the payment of any staff employed by him, and also for providing his own office accommodation, furniture, etc., or, alternatively, if he remains in the present offices provided for Sir Herbert free, then he would pay rent for same to Government at cost. On the matter

matter of passages, no further passages would be provided
free for Mr. Hoagberg.

As regards Sir Herbert's Assistants, Mr. Jackson
and Mr. Fleming, both brought out for Sir Herbert on
passages provided by Government, it would seem reasonable
that Government should provide one single passage home
for each of them at any time they should desire, provided
it is within two years from the present date (Probably
Mr. Fleming will be given an appointment under Government.)

Also, it should be noted Mr. Hoagberg will repay to
Government the cost of certain architectural books which
Government paid for.

It is understood that, if the Central Government
office of the Law Courts proceed further, new arrangements
may be made as to these.

for DIRECTOR OF PUBLIC WORKS.

AN AGREEMENT made this day of One thousand
 nine hundred and twenty-nine, BETWEEN the Government of
 the Colony and Protectorate of Kenya (hereinafter referred
 to as "the Government" which expression shall, where necess-
 ary, be deemed to include such person or body or persons -
 as shall be duly authorised by the Governor or to represent
 it) by HENRY MONK MASON MOORE, Colonial Secretary of the
 said Colony and Protectorate of the one part AND SIR HENRY
 BAKER, Knight, Associate of the Royal Academy, Fellow of the
 Royal Institute of British Architects, of 14 Barton Street,
 Westminster, London, Architect, (hereinafter referred to
 as "the Consulting Architect") of the other part:

WHEREAS the Government is desirous of engaging the
 services of the Consulting Architect in the capacity of
 Consulting Architect for certain works wither at present
 in progress or presently to be embarked upon:

NOW IT IS HEREBY mutually agreed by and between the
 parties hereto as follows:-

1. All former agreements and arrangements between
 the Government and the Consulting Architect shall be deemed
 to have terminated on the thirtieth day of April, 1928 and
 the Consulting Architect agrees to serve the Government
 in the capacity of Consulting Architect as from the first
 day of May, 1928, in respect of all works already begun
 in pursuance of the said former agreements and arrangements
 but not yet completed (hereinafter together referred to
 as "the works in progress"), namely -

- (a) Government House, Nairobi.
- (b) The European Elementary School, Nairobi.
- (c) The European School, Nakuru.
- (d) The European School, Elbert.
- (e) The European School, Kabete.
- (f) The Indian School, Nairobi.

2. The Consulting Architect also agrees to serve the Government in the capacity of Consulting Architect in respect of the ^{Public} Government Offices, the Law Courts, and the Medical Laboratory, Nairobi, (hereinafter together referred to as "the new works") if and when these buildings are erected.

3. The Consulting Architect shall be responsible to and shall receive his instructions directly from the Government, and the Government shall not be liable for payment in respect of any services rendered, instructions for which shall not have been communicated in writing to the Consulting Architect signed by the Government, but the Consulting Architect shall have the right of requiring a reference to His Excellency the Governor regarding any instructions of moment so received by him in respect of any designs submitted by him.

4. The remuneration to be paid by the Government to the Consulting Architect in respect of the works in progress shall be twenty-five per cent of four and a half per cent on the total completed cost of each of the above-mentioned works in progress less the cost incurred in respect of each of the abovementioned works in progress on the thirtieth day of April, 1928.

5. The remuneration to be paid by the Government to the Consulting Architect in respect of the new works shall be twenty-five per cent of four and one half per cent on the total completed cost of each of the new works, such twenty-five per cent of four and one half per cent being payable in stages as follows:-

Stage 1. For preparation of preliminary

sketches and designs (if any) 25% of 1/5

Stage 2. For preparation of suitable scale working

or contract drawings and notes for specifications sufficient to enable Bills of

Quantities for obtaining tenders or detailed

drawings

departmental estimates to be made 25% of 2%

Stage 3. For preparation of such further architectural detail drawings as may be necessary from time to time as the works are proceeded with and for architectural supervision of the work.

20% of 1%
Total. 25% of 4 1/2%

In the case of Stage 1 and Stage 2 the payments shall be based on the estimated amount of the expenditure. Payments on account for the services of Stage 3 may be made as the works proceed to the approximate value of work done at the time such payments are made.

6. The meaning of the words "the Government's expenditure on completed buildings or works" shall for the purpose of this Agreement be taken to be -

- (a) In the case of buildings or works let on contract the total sum paid to the Contractor therefor, plus the cost of any work let on separate subsidiary contracts or done departmentally, and also plus the cost of any articles for the building work supplied thereto by the Government outside the contracts let;
- (b) In the case of buildings or works built by departmental agency, the total recorded costs of such buildings or works as is recorded in the Government's Public Works Department Account Books less the amounts shown therein as representing the Consulting Architects fees or allowances; plus a per centage of seven and one half per cent added thereto taken as fairly representing the building overhead costs in the Establishment Head.

17

7. The Consulting Architect shall, as often as he may be required so to do by the Government give to the Government his architectural advice in writing in connection with the erection and progress of the works in progress and of the new works, and shall give to the Government in connection with the works in progress and the new works all such advice on matters in any way connected with the architecture of the works in progress and the new works as the Government shall from time to time require.

8. The Consulting Architect shall, for the purpose of this Agreement, accept as final the figures of the cost of the works as given by the Government.

9. The preliminary sketches and designs and all plans, working drawings, specifications and other documents and models relating to the works, whether actually referred to in any contract or not and whether the same relate to works originally approved or to substituted or additional or altered or abandoned works shall be the property of the Government, provided that such copyright in such sketches, designs, plans, drawings and models as may be the property of the Consulting Architect under any Copyright Acts in force in Great Britain or in the Colony shall remain and continue to be his property.

10. If this Agreement shall, owing to the decease of the Consulting Architect or for any other cause, be determined, all plans, designs, drawings and other documents and models relating to the work shall be forthwith delivered to the Government subject only to the provisions of Clause 9 as to copyright and the Consulting Architect shall only be entitled to such sum, if any, as may have become due under any clauses herein and may not have been paid at the date of such determination and to such equitable proportion of the unpaid part of the remuneration as the Consulting Architect would have been entitled to under

any.

any clause hereof if the parts of the works remaining unexecuted at such determination of this Agreement had been abandoned.

11. The Consulting Architect shall also receive the cost of all out-of-pocket expenses incurred by him on instruction and supervision of any work which he may be instructed by the Government to undertake outside the Colony and if such work is outside London, he shall in addition to such cost and expenses be paid a fee of five guineas daily for each day devoted to such work.

12. If cases arise of professional practice to which the provisions hereinbefore contained do not apply, the Regulations laid down by the Royal Institute of British Architects shall apply.

13. (a) The Consulting Architect agrees with the Government that the one and a half per cent on £80,000, namely £1,200, which has already been paid by the Government to the Consulting Architect for sketches plans for Government House at Nairobi shall be merged in the remuneration payable on this work as provided herein and shall not be in addition thereto.

(b) The Consulting Architect agrees with the Government that the one half per cent on £80,000, namely £400, which has already been paid by the Government for sketch plans of Kabete School shall be merged in the remuneration payable as provided in this Agreement and shall not be in addition thereto.

(c) The Consulting Architect agrees with the Government that one half per cent on £250,000, namely £1,250, which has already been paid by the Government for sketch plans of the Central Government offices shall be merged in the remuneration payable as provided in this Agreement and shall not be in addition thereto if and when the Government decides to proceed with the creation of Central Government Offices including the District Offices.

(d) The Consulting Architect agrees with the Government that the one half per cent on £80,000, namely, £400, which has already been paid by the Government for sketch plans for the Law Courts shall be charged in the remuneration payable as provided in this Agreement and shall not be in addition thereto if and when the Government decided to proceed with the erection of the Law Courts.

(e) The Consulting Architect agrees with the Government that the sum of twenty-five per cent of £1,188, seventy-five per cent of which has already been paid to Mr. J.A. Hoegberg for preliminary designs for the Law Courts, Central Government Offices and District Offices shall be charged pro rata in the remuneration payable as provided in this Agreement, and shall not be in addition thereto, if and when the Government decided to proceed with the erection of the buildings enumerated in this paragraph.

14. The Consulting Architect will, if called upon by the Government to do so, advise on the design and preparation of drawings and notes for specifications and on such road works, lay-outs, and park work generally as may be required in connection with the buildings he designs, such as the approach from the proposed City Square, Nairobi, to the contemplated new Central Government Offices and beyond, and lay-outs and park work about Government House, Nairobi, and about the Schools in Nairobi and about other similar buildings and institutions.

15. If the Consulting Architect is called upon by the Government to advise on the design and preparation of drawings and notes for specifications for any work of this character his remuneration therefor shall be at the rate of twenty-five per cent of two and one half per cent on the Government's expenditure thereon ~~and~~ not twenty-five per cent of four and one half per cent as provided in Clauses 4 and 5 of this Agreement for the works in progress and the new works, and such twenty-five per cent of two and one half ^{per cent} for this work shall be payable in stages

as follows:-

Stage 1. For preparation of preliminary sketches and designs	25% of $\frac{5}{8}$ %
Stage 2. For preparation of suitable scale working or contract drawings and notes for specifications sufficient to enable Bills of Quantities for obtaining tenders or detailed departmental estimates to be made	25% of 1%
Stage 3. For preparation of such further architecture detail drawings as may be necessary from time to time as the works are proceeding and for architectural supervision of the work	25% of $\frac{1}{4}$ %
Total	25% of 2%

Except that the percentage fees for this work shall be as provided by this Clause, it shall in all other respects be carried out in accordance with all the various Clauses of this Agreement.

16. The Consulting Architect will, if called upon by the Government so to do, advise on the design and preparation of drawings and notes for specifications for the making of furniture for any buildings under this Agreement.

17. If the Consulting Architect is called upon by the Government to advise on the design and preparation of drawings and notes for specifications in any work of this character, his remuneration shall be at a rate per cent to be agreed upon between the Consulting Architect and the Government for each building or group of buildings ~~concerned~~ concerned of the Government's expenditure thereon subject nevertheless that such rate per cent shall never be more than twenty-five per cent of eight three-fourths per cent and may be less according to the amount of work involved

-8-

the repeating of the same design for a number of pieces of furniture. The rate to be paid shall be payable in the same stages as laid down in Clause 6 for building work and pro rata therefor in the same proportion as the twenty-five per cent of four and one half per cent is to be agreed rate for furniture for any particular building or group of buildings.

Except that the percentage fees for this work shall be as provided by this Clause, it shall in all other respects be carried out in accordance with all the various clauses of this Agreement.

18. In the event of any building or group of buildings or work which the Government places in the hands of the Consulting Architect to advise on the design, preparation of working-~~contract~~ drawings and notes for specifications being a replica of any other building or group of buildings or works he has been or is engaged upon in the Colony for the Government during the continuance of this Agreement then the remuneration payable for such repetition work shall be at such lesser percentage on the Government's expenditure thereon than that provided herein (and pro rata for the various stages) as may be agreed upon between the Government and the Consulting Architect as being reasonable in the circumstances of the case for any particular building or group of buildings or works such lesser fee to be agreed upon between the Government and the Consulting Architect before the latter is instructed to proceed with any such replica works.

19. In the event of any dispute arising as to the amount to be paid to the Consulting Architect under this agreement or in respect of any claims made by the Consulting Architect under this Agreement, or as to the interpretation of any clause or clauses contained in this Agreement, such matter or matters shall be referred

to a sole arbitrator and every such reference shall be deemed a submission within the meaning of the Arbitration Ordinance (Chapter 18 of the Revised Edition of the Laws of Kenya) and any Ordinance amending the same or in substitution thereof, and shall be subject to the provisions of such Ordinances.

IN WITNESS WHEREOF the parties to this Agreement have hereunto set their hands the day and year first above written

Signed by the said Henry Hong-Mason
Moore in the presence of -

Signed by the said Herbert
Baker, Knight, in the presence
of -

AN AGREEMENT made this day of One thousand
 nine hundred and twenty-nine BETWEEN the Government of the
 Colony and Protectorate of Kenya (hereinafter referred to as
 "the Government" which expression shall where necessary be
 deemed to include such person or body of persons as shall be
 duly authorized by the Governor to represent it) by HENRY
 MONCK-MASON MOORE, Colonial Secretary of the said Colony and
 Protectorate of the one part AND J A

Hoogterp, of Nairobi in the said Colony and Protectorate,
 Architect (hereinafter referred to as "the Architect") of the
 other part;

WHEREAS the Government has agreed with the Architect to employ
 him as Architect in respect of certain works hereafter
 specified on certain terms and conditions:

NOW IT IS HEREBY mutually agreed by and between the parties
 hereto as follows:-

1. The Architect agreed to serve the Government, in the
 capacity of Architect (in collaboration with Sir Herbert Baker,
 Knight, Associate of the Royal Academy, Fellow of the Royal
 Institute of British Architects, of 14 Barton Street,
 Westminster, London) as from the first day of May, 1928, in
 respect of certain works already begun but not yet completed
 (hereinafter together referred to as "the works in progress")

namely:-

- (a) Government, House, Nairobi,
- (b) The European Elementary School, Nairobi,
- (c) The European School, Nakuru,
- (d) The European School, Eldoret,
- (e) The European School, Kabete,
- (f) The Indian School, Nairobi.

2. The Architect agrees to serve the Government in the capacity of Architect (in collaboration with the said Sir Herbert Baker) in respect of the Government Offices, the Law Courts and the Medical Laboratory, Nairobi, (hereinafter together referred to as "the new works") if and when these buildings are erected.

3. The Architect shall be responsible to and shall receive his instructions directly from the Government and the Government shall not be liable for payment in respect of any services rendered, instructions for which shall not have been communicated in writing to the Architect signed by the Government, but the Architect shall have the right of requiring a reference to His Excellency the Governor regarding any instructions of moment so received by him in respect of any designs submitted by him.

4. The Architect shall design and prepare drawings and notes for specifications for and architecturally supervise the erection of the following buildings or groups of buildings:-

- (a) Government House, Nairobi,
- (b) Elementary Mixed School, Nairobi,
- (c) School and Boarding House, Nakuru.
- (d) School and Boarding House, Eldoret,
- (e) Indian School, Nairobi,
- (f) And such other buildings or works as the Government may later decide to engage the Architect to design and which the Architect is agreeable to accept.

5. The Architect's remuneration in respect of the works in progress shall be seventy-five per cent. of four and one-half per cent. on the total completed cost of each of the above mentioned works in progress less the cost

incurred in respect of each of the above-mentioned works in progress on the thirtieth day of April, 1928.

6. The Architect's remuneration for new works shall be at the rate of seventy-five per cent. of four and a half per cent. on the Government's expenditure on completed buildings, such seventy-five per cent. of four and a half per cent. being payable in stages as follows:-

Stage 1. For preparation of preliminary sketches and designs (if any) .. 75% of 1 1/2%

Stage 2. For preparation of suitable scale working or contract drawings and notes for specifications sufficient to enable Bills of Quantities for obtaining tenders or detailed Departmental estimates to be made. .. 75% of 2%

Stage 3. For preparation of such further architectural detail drawings as may be necessary from time to time as the works are proceeded with and for architectural supervision of the work .. 75% of 1%

Total .. 75% of 4 1/2%

In the case of Stage 1 and Stage 2 the payments shall be based on the estimated amount of the expenditure. Payments on account for services of Stage 3 may be made as the works proceed to the approximate value of work done at the time such payments are made.

7. The meaning of the words "the Government's expenditure on completed buildings or works" shall for the purpose of this agreement be taken to be -

(a) In the case of buildings or works let on contract, the total sum paid to the Contractor therefor plus the cost of any work let on separate subsidiary contracts or done departmentally, and also plus the cost of any articles for the building work supplied thereto by the Government outside the contracts let;

(b) In the case of buildings or works by departmental agency, the total recorded costs of such buildings or works as is

incurred in respect of each of the above-mentioned works in progress on the thirtieth day of April, 1928.

6. The Architect's remuneration for new works shall be at the rate of seventy-five per cent. of four and a half per cent. on the Government's expenditure on completed buildings, such seventy-five per cent. of four and a half per cent. being payable in stages as follows:-

Stage 1. For preparation of preliminary sketches and designs (if any) .. 75% of 1%

Stage 2. For preparation of suitable scale working or contract drawings and notes for specifications sufficient to enable Bills of Quantities for obtaining tenders or detailed Departmental estimates to be made. .. 75% of 2%

Stage 3. For preparation of such further architectural detail drawings as may be necessary from time to time as the works are proceeded with and for architectural supervision of the work .. 75% of 1%

Total .. 75% of 4%

In the case of Stage 1 and Stage 2 the payments shall be based on the estimated amount of the expenditure. Payments on account for services of Stage 3 may be made as the works proceed to the approximate value of work done at the time such payments are made.

7. The meaning of the words "the Government's expenditure on completed buildings or works" shall for the purpose of this agreement be taken to be -

(a) In the case of buildings or works let on contract, the total sum paid to the Contractor therefor plus the cost of any work let on separate subsidiary contracts or done departmentally, and also plus the cost of any articles for the building work supplied thereto by the Government outside the contracts let;

(b) In the case of buildings or works by departmental agency, the total recorded costs of such buildings or works as is

recorded in the Government's Public Works Department Account Books less the amounts shown therein as for the Architect's fees or allowances, plus a percentage of seven and one half per cent. added thereto taken fairly representing the building Overhead Costs in the Establishment Head.

8. The Architect shall for each building or group of buildings and within such reasonable time as may be required first submit to the Government his preliminary sketches and designs and in preparing same shall be bound by the limits of cost laid down by the Government for any individual buildings or groups of buildings. The Government shall then consider such preliminary sketches and designs and approve of same or otherwise on questions of estimated cost or any other matters, and the Architect shall, if required, amend his design as the Government may request to keep within the limits of cost or for any other reason. On the Government informing the Architect of its approval of the preliminary sketches and designs, but not before such approval has been intimated to him, the Architect shall and within such reasonable time as may be necessary for the purpose prepare the necessary working or contract drawings and notes for specifications for the work and submit the same to the Government.

9. The working or contract drawings having been so prepared and received as provided herein, upon contracts being let or the work undertaken departmentally the Architect shall from time to time as and when necessary prepare all further architectural detail working drawings necessary to enable the work to

recorded in the Government's Public Works Department Account Books less the amounts shown therein as for the Architect's fees or allowances, plus a percentage of seven and one half per cent. added thereto taken fairly representing the building Overhead Costs in the Establishment Head.

8. The Architect shall for each building or group of buildings and within such reasonable time as may be required first submit to the Government his preliminary sketches and designs and in preparing same shall be bound by the limits of cost laid down by the Government for any individual buildings or groups of buildings. The Government shall then consider such preliminary sketches and designs and approve of some or otherwise on questions of estimated cost or any other matters, and the Architect shall, if required, amend his design as the Government may request to keep within the limits of cost or for any other reason. On the Government informing the Architect of its approval of the preliminary sketches and designs, but not before such approval has been intimated to him, the Architect shall and within such reasonable time as may be necessary for the purpose prepare the necessary working or contract drawings and notes for specifications for the work and submit the same to the Government.

9. The working or contract drawings having been so prepared and received as provided herein, upon contracts being let for the work undertaken departmentally the Architect shall from time to time as and when necessary prepare all further drawings and details and all working drawings necessary to execute the work to

be properly executed and the Architect or his representative shall inspect and supervise the work architecturally during the continuance of the building work, all in collaboration with the officers of the Government's Public Works Department deputed for the purpose but the control of the building work shall be in the hands of the Government's Public Works Department officer authorised for the purpose and not of the Architect, and the Architect shall not give any orders to the contractors or departmental officers in charge of the building or any other works. If the Architect is dissatisfied with any work or workmanship from the Architectural point of view he shall so inform the Government's Public Works Department Officer authorised to control the works, who shall, so far as may be practical, endeavour to have such architectural matters corrected to the Architect's satisfaction. All the Architect's drawings and notes for specifications shall be as complete and as full as may be necessary for the purpose for which they have been prepared properly to enable all work to be carried out therefrom.

In consideration of the Architect's remuneration being less than that usually charged by architects for the full usual architect's services, the Government agrees that matters of structural, sanitary, electrical and mechanical engineering in connection with the various works shall be designed and supervised by the officers of the Government's Public Works Department in collaboration with the Architect and the Architect shall

so design or amend his drawings as to show and allow of such works being carried out as the said officers may consider necessary and desirable.

10. The Architect shall be at liberty to vary architectural detail provided no extra cost or delay is involved in so doing, but the Architect undertakes to make such changes only when he deems the same to be absolutely necessary.

11. The Government shall not make any material alteration in the designs, drawings and notes for specifications submitted by the Architect without first consulting him.

12. The Architect shall only advance his work from stage to stage as enumerated in Clause 6 and described in Clause 8 on the Government authorising him to do so and the Government shall not be liable to pay remuneration for any work done in excess of such authorisation from said stage to stage.

13. In the event of the Government deciding to abandon any work or group of works, the Architect's remuneration shall be such amount as the Government and the Architect may agree in writing, provided that such remuneration shall in no case be more than the percentages laid down in Clause 6 for his services and described in Clause 8 according to the stage which the Government had authorised the Architect to proceed at the time of abandonment.

so design or amend his drawings as to show and allow of such work being carried out as the said officers may consider necessary and desirable.

10. The Architect shall be at liberty to vary architectural detail provided no extra cost or delay is involved in so doing, but the Architect undertakes to make such changes only when he deems the same to be absolutely necessary.

11. The Government shall not make any material alteration in the designs, drawings and notes for specifications submitted by the Architect, without first consulting him.

12. The Architect shall only advance his work from stage to stage as enumerated in Clause 6 and described in Clause 8 on the Government authorising him to do so and the Government shall not be liable to pay remuneration for any work done in excess of such authorisation from said stage to stage.

13. In the event of the Government deciding to abandon any work or group of works, the Architect's remuneration shall be such amount as the Government and the Architect may agree or hereinafter provided that such remuneration shall in no case be more than the percentages laid down in Clause 6 for his services and described in Clause 8 according to the stage which the Government had authorised the Architect to proceed to at the time of abandonment.

14. In the event of the Government deciding, after the authorisation of the work to proceed up to any of the stages enumerated in Clause 6 and described in Clause 6 to so alter any building or group of buildings as to necessitate the preparation of new designs or drawings, the Architect's remuneration for the work previously done shall be such amount as the Government and the Architect may agree as reasonable having regard to the work done, provided that such remuneration shall in no case be more than the percentages laid down in Clause 6 for his services as described in Clause 8 according to the stage which the Government had authorised the Architect to proceed at the time of the decision to change; and for the new work substituted in place of that previously authorised the Architect's remuneration shall be the same as if the substituted work had been the original work. This Clause shall not be taken to apply to any minor alterations in the work nor to alterations of any magnitude whatever which the Architect may make under Clause 10 hereof, which shall be done by the Architect without additional remuneration.

15. The Architect agrees to supply to the Government the original or negative and two print copies free of charge of all drawings made by him for the various works. In the event of the Public Works Department supplying the Architect at his request with any print copies of any drawings, instead of the Architect himself making same, he shall pay therefor such reasonable charge as may be made by the said Department. All drawings and the like needed by the Architect for his work and that of his

14. In the event of the Government deciding, after the authorisation of the work to proceed up to any of the stages enumerated in Clause 6 and described in Clause 6 to so alter any building or group of buildings as to necessitate the preparation of new designs or drawings, the Architect's remuneration for the work previously done shall be such amount as the Government and the Architect may agree as reasonable having regard to the work done, provided that such remuneration shall in no case be more than the percentages laid down in Clause 5 for his services as described in Clause 6 according to the stage which the Government had authorised the Architect to proceed at the time of the decision to change; and for the new work substituted in place of that previously authorised the Architect's remuneration shall be the same as if the substituted work had been the original work. This Clause shall not be taken to apply to any minor alterations in the work nor to alterations of any magnitude whatever which the Architect may make under Clause 10 hereof, which shall be done by the Architect without additional remuneration.

15. The Architect agrees to supply to the Government the original or negative and two print copies free of charge of all drawings made by him for the various works. In the event of the Public Works Department supplying the Architect at his request with any print copies of any drawings, instead of the Architect himself making same, he shall pay therefor such reasonable charge as may be exacted by the said Department. All drawings and the like needed by the Architect for his work in and out of his

assistants shall be provided by the Architect at his own expense.

16. The Architect will, if called upon by the Government, design and prepare drawings and notes for specifications and architecturally supervise such road works, layouts and park work generally as may be required in connection with the buildings he designs, such as the approach from the proposed City Square xx to the contemplated new Government Offices and beyond and layouts and park work about Government House, Nairobi and about the Schools, etc.

17. If the Architect is called upon by the Government to design and prepare drawings and notes for specifications and architecturally supervise any work of this character his remuneration therefor shall be at the rate of seventy-five per cent. of two and a half per cent. on the Government's expenditure thereon and not seventy-five per cent. of four and a half per cent. as provided in Clause 6 hereof for building works and such seventy-five per cent. of two and a half per cent. for this work shall be payable in stages as follows:-

- Stage 1. For preparation of preliminary sketches and designs 75% of 5/6%
- Stage 2. For preparation of suitable scale working or contract drawings and notes for specifications sufficient to enable Bills of Quantities for obtaining tenders or detailed departmental estimates to be made 75% of 1/10%
- Stage 3. For preparation of such further architectural detail drawings as may be necessary from time to time as the works are proceeding and for architectural supervision of the work 75% of 5/3%

Except that the percentage fees for this work shall be as provided by this Clause, it shall in all other respects be carried out in accordance with all the various Clauses of this Agreement.

18. The Architect will, if called upon by the Government, design and prepare drawings and notes for specifications for and architecturally supervise the making of furniture for any of the buildings he designs.

19. If the Architect is called upon by the Government to design and prepare drawings and notes for specifications and architecturally supervise any work of this character, his remuneration shall be at a rate per cent. to be agreed upon between the Architect and the Government for each building or group of buildings or works concerned of the Government's expenditure thereon subject nevertheless that such rate per cent. shall never be more than seventy-five per cent. of eight three-fourths per cent. and may be less according to the amount of work involved or the repeating of the same design for a number of pieces of furniture.

The rate to be paid shall be payable in the same stages as laid down in Clause 6 for building work and pro rata therefor in the same proportion as the seventy-five per cent. of four and a half per cent. is to the agreed rate for furniture for any particular building or group of buildings.

Except that the percentage fees for this work shall be as provided by this Clause, it shall in all other respects be carried out in accordance with all the various clauses of this Agreement. On any occasion when the Architect at Government's request shall render in England

Except that the percentage fees for this work shall be as provided by this Clause, it shall in all other respects be carried out in accordance with all the various Clauses of this Agreement.

18. The Architect will, if called upon by the Government, design and prepare drawings and notes for specifications for and architecturally supervise the making of furniture for any of the buildings he designs.

19. If the Architect is called upon by the Government to design and prepare drawings and notes for specifications and architecturally supervise any work of this character, his remuneration shall be at a rate per cent. to be agreed upon between the Architect and the Government for each building or group of buildings or works concerned of the Government's expenditure thereon; nevertheless that such rate per cent. shall never be more than seventy-five per cent. of eight three-fourths per cent. and may be less according to the amount of work involved or the repeating of the same design for a number of pieces of furniture. The rate to be paid shall be payable in the same manner laid down in Clause 6 for building work and pro rata therefor in the same proportion as the seventy-five per cent. of four and a half per cent. is to the agreed rate for furniture for any particular building or group of buildings.

Except that the percentage fees for this work shall be as provided by this Clause, it shall in all other respects be carried out in accordance with all the various clauses of this Agreement. On any occasion when the Architect at Government's request shall render his services

-10-

services in connection with the ordering, choosing and supervising of furniture as against actually designing same, then in any such case he shall be paid a fee thereof at the rate of seventy-five per cent. of five per cent. of the English cost f.o.b. this said seventy-five per cent. of five per cent. to be additional to any moneys payable under Clause 9.

20. In the event of any building or group of buildings or works which the Government places in the hands of the Architect to design, prepare working or contract drawings and notes for specifications for and to supervise architecturally being a replica of any other building or group of buildings or works he has been or is engaged upon in the Colony for the Government during the continuance of this Agreement then the remuneration payable for such replication work shall be at ~~xxx~~ such lesser percentage on the Government's expenditure thereon than that provided herein (and pro rata for the various stages) as may be agreed upon between the Government and the Architect as being reasonable in the circumstances of the case for any particular building or group of buildings or works, such lesser fee to be agreed upon between the Government and the architect before the latter is instructed to proceed with any such replica works.

21. The Government shall be responsible for and undertake all work of estimating, preparing bills of quantities, making proper specifications from the Architect's notes for specifications, preparing accounts and

-10-

services in connection with the ordering, choosing and supervising of furniture, as against actually designing same, then in any such case he shall be paid a fee thereon at the rate of seventy-five per cent. of five per cent. of the English cost f.o.b. this said seventy-five per cent. of five per cent. to be additional to any moneys payable under Clause C.

20. In the event of any building or group of buildings or works which the Government places in the hands of the Architect to design, prepare working or contract drawings and notes for specifications for and to supervise architecturally being a replica of any other building or group of buildings or works he has been or is engaged upon in the Colony for the Government during the continuance of this Agreement then the remuneration payable for such repetition work shall be at ~~xxx~~ such lesser percentage on the Government's expenditure thereon than that provided herein (and pro rata for the various stages) as may be agreed upon between the Government and the Architect as being reasonable in the circumstances of the case for any particular building or group of buildings or works, such lesser fee to be agreed upon between the Government and the architect before the latter is instructed to proceed with any such replica works.

21. The Government shall be responsible for and undertake all work of estimating, preparing bills of quantities, making proper specifications from the Architect's notes for specifications, preparing accounts and

and recording costs and other accountancy work. A copy of any estimates or bill of quantities or specifications made for any work shall be supplied to the architect if he makes a request for same.

22. The Architect shall, for the purposes of this Agreement, accept as final, the figures of cost of the works as given by the Government.

23. The preliminary sketches and designs and all plans working drawings specifications and other documents and models relating to the works, whether actually referred to in any contract or not and whether the same relate to works originally approved or to substituted or additional or altered or abandoned work shall be the property of the Government provided that such copyright in such sketches, designs, plans drawings and models as may be the property of the architect under any copyright Acts in force in Great Britain or in the Colony shall remain and continue to be his property.

24. If this Agreement shall owing to the decease of the Architect or for any other cause be determined all plans designs drawings and other documents and models relating to the work shall be forthwith delivered to the Government subject only to the provisions of Clause 23 as to copyright and the Architect shall only be entitled to such sum if any as may have become due under any clause herein and may not have been paid at the date of such determination and to such equitable proportion of the unpaid part of the remuneration as the Architect would have been entitled to under any clause hereof if the parts of the work remaining to be done at the termination of the Agreement had been

and recording costs and other accountancy work. A copy of any estimates or bill of quantities or specifications made for any work shall be supplied to the Architect if he makes a request for same.

22. The Architect shall, for the purposes of this Agreement, except as final, the figures of cost of the works as given by the Government.

23. The preliminary sketches and designs and all plans working drawings specifications and other documents and models relating to the works, whether actually referred to in any contract or not and whether the same relate to works originally approved or to substituted or additional or altered or abandoned work shall be the property of the Government provided that such copyright in such sketches, designs, plans drawings and models as may be the property of the architect under any copyright Acts in force in Great Britain or in the Colony shall remain and continue to be his property.

24. If this Agreement shall owing to the incapacity of the Architect or for any other cause be determined all plans designs drawings and other documents and models relating to the work shall be forthwith delivered to the Government subject only to the provisions of Clause 23 as to copyright and the Architect shall only be entitled to such sum if any as may have become due under any clause hereof and any not have been paid at the date of such determination and to such equitable proportion of the unpaid part of the remuneration as the Architect would have been entitled to under any clause hereof if the parts of his work remaining to be done at such determination of the Agreement had been

abandoned.

25. If cases arise of professional practice to which the provisions hereinbefore contained do not apply, the Regulations laid down by the Royal Institute of British Architects shall apply.

26. In the event of any dispute arising as to the amount to be paid to the Architect under this Agreement or in respect of any claims made by the Architect hereunder or as to the interpretation of any clause or clauses herein, such matter or matters shall be referred to a sole arbitrator and every such reference shall be deemed a submission within the meaning of the Arbitration Ordinance (Chapter 18 of the Revised Edition of the Laws of Kenya) and any Ordinance in amendment thereof or in substitution therefor and shall be subject to the provisions of such Ordinance.

IN WITNESS WHEREOF the parties of this Agreement have hereunder set their hands the day and year first above written

Signed by the said Henry Monck

Mason Moore, in the presence

of

Signed by the said J

Hoogterp in the

presence of

X.15704 / 29 Kenya

Mr. Nairn 12.8

Mr. Keating *17/8/29*

Mr.

Mr. Balamley

Sir E. Harding

Sir J. Stuckburgh

Sir G. Grindie

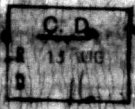
Sir C. Davis

Sir S. Wilson

Mr. Denaby-Gore

Lord Lond

Mr. Amery



Downing Street.

17 August, 1929.

Gentlemen,

With reference to the

DRAFT.

THE CROWN AGENTS
FOR THE COLONIES.

(14)

letter from this Department of the
18th July, I am etc. to transmit to
you the accompanying copy of a
letter from Mr. G.H. Allison regarding
his the expense incurred by him in pro-
ceeding to London for consultation
with Sir Herbert Baker, in connec-
tion with architectural matters
in Kenya.

2. I am to authorise you to pay
the sum of £4.0.6d from Kenya funds
into Mr. Allison's account with
Messrs Lloyds Bank Limited (Cox
and King's Branch), 6, Pall Mall,

S.W.1.

I am, etc.

From Mr. Allison 18.29
GBN

Messrs Lloyd's Bank Ltd,
Cox Kings Board,
6 Pall Mall, S.W. 1.
5 August 1929.

The Trade Secretary of State,
Colonial Office
London, S.W. 1.

-3 AUG 1929
COL. OFFICE

Sir,

Adverting to your letter No 15704/29 of
No. 2 the 9th May last I have the honour to state
I proceeded from Mallock (where I was staying
at the time) to London on the afternoon
of the 14th May and had discussions with
Sir Herbert Baker in the morning and afternoon
of the 15th returning that evening to Mallock.
I surrendered a first class railway ticket
Mallock to London and returning to Mallock
£3-0-6 and thus including £ subvention
allowance for the night spent in London I
submit a claim for £4-0-6 in all which
as I am awaiting your reply on the 2nd instant
I would request be paid direct into
my account with Messrs Lloyd's Bank Ltd,
Cox Kings Board, 6 Pall Mall, S.W. 1.

Copy to C. C. T. M. 10

With regard to the further contribution
mentioned in the first paragraph of your letter
No. 6 of the 3rd May I have since that day
had further discussions with Sir Herbert
Baker but as they took place on occasions
when I was in London for long periods on the
papers I submit no claims or consideration
thereon

I am Sir,
Your obedient Servant

G. H. Wilson

16

Messrs Lloyd Bank Ltd
Box Kings Row
6 Pall Mall, S.W. 1.
5th August 1929.

The Trade Secretary of State,
Colonial Office
London, S.W. 1.

-3 AUG 1929
COL. OFFICE

Copy to C.A. 17 Mar 1930

Adverting to your letter No 15709/29 of
No. 2 the 9th May last I have the honor to state
I proceeded from Mallock (where I was staying
at the time) to London on the afternoon
of the 14th May and had discussions with
Sir Herbert Baker in the morning and afternoon
of the 15th returning that evening to Mallock
I expended a first class railway ticket
Mallock to London and returning to Mallock
£3-0-6 and thus including £ in travelling
allowances for the night spent in London I
submit a claim for £4-0-6 in all which
as I am sending you receipts on the 2nd instant
I would request be paid direct into
my account at Messrs Lloyd Bank Ltd,
Box Kings Row, 6 Pall Mall S.W. 1

In regard to the further contribution
mentioned in the first paragraph of your letter
of the 3rd May I have since that day
had further discussions with Sir Herbert
Baker but as they took place on occasions
when I was in London for long periods on other
papers I submit no claims in connection
therewith

I am Sir,
Your obedient Servant

RECEIVED
16 JUL 1929
COL. OFFICE

North Thoresby
Lincolnshire.

13th July, 1929.

The Under Secretary of State,
Colonial Office,
London, S.W. 1.

Sir,

no. 12

I have the honour to acknowledge receipt of your communication No. 15704/29 of the 11th instant on the matter of my visiting Portovenise on my way back to East Africa and with the instructions therein and that the Crown Agents have been requested to make the necessary passage arrangements.

I am Sir,

Your obedient servant,

C. H. Allen

REGEI
16 JUL 1929
COL. OFFICE

North Thorpe,
Lincolnshire.
13th July 1929

The Under Secretary of State,
Colonial Office,
London, S.W.

Sir,
I have the honour to acknowledge receipt of your communication No. 15704/29 of the 11th instant on the matter of my visiting Pretoria on my way back to East Africa and with the instructions therein said that the Crown Agents have been requested to make the necessary passage arrangements.

I am Sir,
Your Obedient Servant,
L. G. Wilson

Ways

13

Mr. Cliffe 5 vii 24

Mr. Parnham

Mr.

Mr. Bottomley

Sir E. Harding

Sir J. Stothborough

Sir G. Grindle

Sir C. Davis

Sir S. Wilson

Mr. Ormsby-Gore

Lord Lovat

Mr. Amery

11 July 1924

DRAFT.

Ways, No. 578

ONG

~~Mr. Allison
15/7/24~~

Sir

With reference to your telegram No. 197 of the 2nd July, I had said as to transmit to you for your info the enc. copy of a letter which has been addressed to Mr G. H. Allison regarding his proposed visit to Paris.

2. It was thought desirable that Mr Allison should be called to mind and that there should be some days

but you should be able
to send longer than usual
or four days in return
you will accordingly sail
from England by the
S.S. "Edinburgh Castle" and
proceed ~~to~~
Dublin by that steamer and
will reach a Dublin ~~port~~
~~at 10 o'clock~~ for further
arrangements. You
will have Dublin for
messengers by the steamer
as it sails on the 12th of
April and you will
be in Dublin ^{before}
the departure for Dublin ~~on~~
the 15th. You will
be in Dublin on the 15th
and will be able to make
the necessary arrangements
for your journey
and will be in Dublin on
the 15th.

necessarily named by
you in your letter

- Mr.
- Mr.
- Mr.
- Mr. Bottomley
- Sir E. Harding
- Sir J. Shuckburgh
- Sir G. Gendle
- Sir C. Davis
- Sir S. Wilson
- Mr. Ormsby-Gore
- Lord Lonsdale
- Mr. Amory

DRAFT.

at you would be able
spend longer than three
four days in Helms
I should accordingly sail
in England by the
Edinburgh and
by that vessel and
at length to Dublin
for further
business you
will have sailing for
Dunbar by the steamer
which sailed on the 12th
and you should
be in Dunbar before
you sail for Dublin
any letter which you
write to me should
be addressed to
my care at
Dunbar
I will be glad to
hear from you
at any time

unusually missed by
you in the office

- Mr.
- Mr.
- Mr.
- Mr. Bottomley
- Sir E. Hardang
- Sir J. Shuckburgh
- Sir G. Girdle
- Sir C. Davis
- Sir S. Wilson
- Mr. Ormsby-Gore
- Lord Lonsdale
- Mr. Amery

DRAFT.

Mr. Lee 14/6/29 15704/1929 Kenya.

Mr. *Parkinson*

Mr. S.O. for Mr. Parkinson's signature.

Mr. Bottomley

Sir E. Harding

Sir J. Shuckburgh

Sir G. Grindle

Sir C. Davis

Sir S. Wilson

Mr. Ormsby-Gore

Lord Lovat

Mr. Amery

Downing Street,

June, 1929.

DRAFT.

6
15057/15

H. M.-K. Moore, Esq.

[Colonial Secretary
Nairobi.]

My dear Moore,

We had a reason as early
May I trouble you to

Mr. Parker
to refer to ~~Sir Edward Drigg's~~ *reference*

no. 145 of the 11th June, 1928, about
the agreement which ~~was~~ *was* concluded

with Sir Herbert Baker in respect of
certain architectural work on public
works in Kenya.

You will see that in ~~the~~ *the*
telegram/the letter stated that no
further steps should be taken to
execute the original agreement.

As stated in a few ~~lines~~ *lines* ~~was~~
~~in the point of~~ *in the point of* ~~being~~ *being* ~~made~~ *made* ~~whenever~~ *whenever*
(his former letter name)
The ~~original~~ *original* ~~agreement~~ *agreement*

for the work ~~is~~ *is* ~~now~~ *now* ~~being~~ *being* ~~done~~ *done*
under the ~~control~~ *control* ~~of~~ *of* ~~the~~ *the* ~~Government~~ *Government*

tele. for ~~the~~ *the* ~~purpose~~ *purpose* ~~of~~ *of* ~~the~~ *the* ~~work~~ *work*
is now, ~~and~~ *and* ~~it~~ *it* ~~has~~ *has* ~~been~~ *been* ~~agreed~~ *agreed* ~~that~~ *that*

Mr. Allison's letter of the 4th June

should be adopted. It is

assumed that Mr. Allison would

be at liberty to submit a

claim for expenses ~~of~~ his

return to Kenya.

I should be glad if

you would reply by telegraph

as soon as possible after the

receipt of this letter.

RY

5 - JUN 1929
COE. OFFICE

North Providence
Lancashire.

7th June 1929.

The Under Secretary of State.
Colonial Office.
London. S.W. 1.

Yf

Sir,

I have the honour to acknowledge receipt of your communication No. 15704/29 of the 31st May and I note that should a further consultation be required with Sir Herbert Baker there will be no objection to my proceeding to London again for this purpose.

With reference to Sir Herbert Baker's suggestion that I should visit the Main Buildings at Victoria on my way back to Hong and the question of delay involved thereby, I find that by leaving the R. & S. "Edinburgh Castle" on its arrival at Capetown on August 17 and proceeding by train to Durban via Victoria it would be possible to leave some day there a few days at this little place and still catch the British India Steamer leaving Durban on August 20 as at present arranged. This procedure however would it seems to me be something of a rush and will allow of a very small and illegal dealing with the matter. It would I think be better to proceed on the R. & S. "Edinburgh Castle" right through to Durban as at present arranged arriving there on August 23 and instead of proceeding on the B. I. Steamer sailing August 20 catch the following one which I am informed sails from Durban on September 9 and arrives London on the 17th and visit Victoria from Durban during the intervening time of August 25 to September 4.

I am Sir
Your obedient Servant
G. H. Robinson

Copy to Sec. 426 - 6 JUN 1929

Mr. Peoley 25/5/29.

15704/29 Kenya.

43
6

Mr. Venning.

27/5/29
fs

Mr.

Mr. Bottomley.

Sir E. Harding.

Sir J. Shackburgh.

Sir G. Grenville.

Sir C. Davis.

Sir S. Wilson.

Mr. Ormsby-Gore.

Lord Lonsdale.

Mr. Amery.

RECEIVED
R 27 MAY
0 30

21 May, 1929.

Handwritten note:
Mr. Peoley

Sir,

With reference to the letter from this Department of the 9th May, regarding your recent consultation

(No. 2)

in connection with Sir Herbert Baker's proposals

with architectural matters in Kenya, I

am etc. to inform you that there

would be no objection to your

proceeding to London for a further

consultation, should this be ~~required~~ required

on the same conditions as before.

2. I am to inform you that it will be necessary to consult the

DRAFT.

G.H. Allison, Esq..

Handwritten note:
Copy to G.H. Allison - 27/5/29

2 dfts.

Officer Administering the Government,

~~Kenya~~ regarding Sir Herbert Baker *has*

^{ed} suggestion that you should visit the

Union Buildings at Pretoria on your

way back to Kenya, via South Africa, *and to*

on the 11th, & I am
to request you to state what delay ~~would~~

would ~~be~~ involve *in your arrival at Mombasa* *by the proposed vessel*

where it is understood you are due to

arrive, under present arrangements, on the

3rd September.

I am etc.

TELEGRAMS OFFICE,
CHRISTMAS, LONDON, S.W.1.
TELEPHONE, VICTORIA 2444.
TELEGRAMS, STRANER PARL HOUSE

Handwritten initials

17th May, 1929.

The Under Secretary of State,
Colonial Office, S.W.1.

RECEIVED
- 18 MAY 1929

Dear Sir,

With reference to our correspondence about the visit
of Mr G.H.Allison to me to discuss the building problems in
Kenya, you may like to know that he came on Wednesday. We
had a long discussion which proved of great value to our mutual
understanding of the problems connected with the building for
which the Government of Kenya wishes me to act as consulting
architect. It did much to avert the danger of our getting
out of touch with one another. We hope to have a further dis-
cussion when Mr Hoogterp, who is the architect for the buildings
for which I am consulting architect, arrives in England, which
if his health is sufficiently recovered after his recent dangerous
illness should be some time next month. Mr Allison may require
from you official authority for this second visit.

Mr Allison tells me he proposes to return to Kenya via
South Africa and I would suggest to the Secretary of State
that in view of the fact that the Secretariate in Nairobi,
as he is passing through South Africa it would be a great ad-
vantage if he could pay a visit to the Union Buildings at
Pretoria. For this purpose he may want to extend his leave for
a week or a fortnight, but I think it would be time very well
spent as there may be practical details of building and planning

nos. 113

Copy Sec 426 - 8 JUN 1929

*These
2-9-29 will
be taken
up
24/5*

to be studied there even for the smaller and more economical Secretariats for Nairobi.

Allison said two things which might be of interest to your office. One was that the building of the Law Courts would enhance the value of the government property surrounding the site that it should be a profitable undertaking financially. He also said that there was a good deal of general building in Nairobi and that the Government's building programme was far behind that of the public.

Yours sincerely,

Robert Walker

Mr. Peaseley 4/5/29.

Ms Tanning. 4/5/29

18700/29 Kenya.

46
2

*Ans. 13/5
See No. 11 - former file*



8 May, 1929.

- Mr. Bottomley.
- Sir E. Harding
- Sir J. Shackburgh
- Sir G. Grindall
- Sir C. Davis
- Sir S. Wilson
- Mr. Ormsby-Gore
- Lord Lovat
- Mr. Amery

Sir,

I am etc. to inform you that he
 has received a request from Sir Herbert
 who has asked that ^{you should be allowed} ~~you should be allowed~~
 maker for authority for you to proceed
 to London to discuss with him certain
 architectural matters in Kenya, and to
 2. the ^{the} ~~the~~ ^{approve of your} ~~approve of your~~
 inform you that he grants you the
 necessary authority for this purpose.

DRAFT.

G.H. Allison, Esq.

If you are obliged to sleep

away from your usual place of residence,

you will be granted a subsistence

allowance at the rate of £1 a day and

2 dfts.

you will be refunded the amount of
your first class travelling expenses.

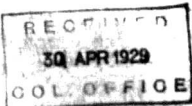
You should submit a claim to this
Department in due course.

I am etc.

(Sign

Q. J. HENDERSON

29th April, 1929,

The Secretary,
The Colonial Office,
Downing Street, S.W.1.

Dear Sir,

With reference to the work which I have been doing in Kenya as architect and may be doing in the future as consulting architect it would be of very great advantage to me to have a consultation with Mr Allison, who holds an important position in the Public Works Department there in control of the building work. He is now in England, but is staying in Yorkshire and would be glad to have your authority to pay me an official visit before coming to London for that purpose. I should be much obliged if you could arrange this as I think it is most important that we should have a consultation together.

Yours faithfully,

Herbert Baker