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GOVERNMENT HOUSE,  
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OFFICE SECRETARY

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2/ September, 1920.

My Lord,

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Board's  
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I have the honour to refer to my letter of May 8th addressed to the Under-Secretary of State regarding the establishment of a Port Authority at Mombasa to supervise the handling of cargo at Kilindini.

2. Before I left England I received from the Union Castle Mail Steamship Company a memorandum embodying the proposals which were put forward in September 1919, together with a copy of that memorandum amended in accordance with the suggestions of the Conference Lines who discussed the matter on June 1st. These memoranda are embodied for reference purposes as columns (A) and (B) of the enclosure to the report attached hereto.

3. On my arrival in Nairobi, I consulted Heads of Departments concerned regarding the revised proposals put forward by the Conference Lines, and on July 27th I appointed an Advisory Board to consider them. This Board reported on August 12th and I have the honour to transmit herewith a copy of their recommendations.

4.

RIGHT HONOURABLE  
SIR ARTHUR WILSON, P.C., G.C.B., G.C.M.G., &c., &c.,  
SECRETARY OF STATE FOR THE COLONIES,  
DOWNING STREET,

LONDON, S.W.

4. From paragraph 2 of their covering letter, Your Lordship will observe that the representatives of the Steamship Lines agreed to the principle of clause 2 as originally drafted, which provided for the inclusion of export cargo among the arrangements contemplated. This provision was deleted by the Conference Lines, but the Advisory Board, whom I met on the 18th August, contended that if export cargo was not included, the proposed arrangements would lead to great confusion and would be unworkable. The representatives of the Steamship Companies wished to explain that they had no power to bind their principals to the recommendations which they had made in this respect, but they informed me that they had telegraphed strong representations urging their acceptance. I undertook to explain to Your Lordship my entire agreement with their views, and to ask that Your Lordship would urge the Shipping Companies to acquiesce.

5. With reference to the indemnity clauses at the end of Clause 6 and Clause 23, I have consulted the Attorney General who considers them sufficient safeguards.

6. I concur in every recommendation made by the Advisory Board in paragraph 4 of their report. I have agreed to the provision for the appointment of an Advisory Harbour Board on the lines suggested in sub-paragraph 2, and have selected those gentlemen whose names are given in the first paragraph of the report. They have undertaken

to

to start preliminary work at once so that they may be in a position to advise the Government at an early date on various important matters connected with the working of the Port.

7. I discussed with the Advisory Board their suggestion that British subjects alone should be chosen as members of the Board. The Chairman of the Mombasa Chamber of Commerce suggested that this provision should stand on the grounds that certain information must inevitably be made known to members of the Advisory Harbour Board, which might detrimentally affect British interests in times of war if it had been imparted to members of other than British nationalities. I was not quite satisfied that the disadvantage of excluding foreigners from taking part in the deliberations of the Board would not be greater than that entailed by providing against this possible contingency and I asked them to devote further consideration to the matter.

8. I have deleted the title of Chief of Customs from their recommendations and inserted the name of Mr. F. W. Major as Chairman. During Mr. Major's absence, I would rather rely on the Harbour Board to put forward the name of the most suitable Chairman, than assume that the officer for the time being discharging the duties of Chief of Customs would also best preside over the Harbour Board.

9. In forwarding these recommendations to Your Lordship, I have the honour to urge that approval may be given in time to enable the Harbour Board to commence work on the 1st of January 1921. I would, therefore, be glad if Your Lordship's decision on the matter could be communicated to me by telegraph.

10. I am unable to select from among the civil officials in the service of this Colony, a man whom I could recommend for appointment to the post of Port Manager. I consider it essential that the Port Manager should have practical knowledge and training in the working of one of the big Home or Colonial Ports. I should, therefore, be grateful if the Crown Agents might be instructed to make enquiries with a view to the selection of a competent Port Manager and if he could be appointed as soon as possible so as to ensure, from the inauguration of the proposed system of Port control, the organization of the Port on sound, economical and practical lines. I purposely refrain from making recommendations as to the salary which should be attached to the post as I consider that, in this case, the remuneration should be decided only after consideration of the individuality of the person selected.

11. The duties performed by the Port Captain will not be affected to any large extent by the appointment of the Port Manager. The Port Captain will remain in charge of the other ports along the coast, of ferries and of pilotage. While I do not desire to recommend that Captain Turner should be appointed Port Manager, I consider that it is necessary for him to continue his duties as Port Captain.

I have the honour to be,  
Your Lordship's  
humble, obedient servant,

*Richard Newthey*

GOVERNOR.

12th August 1920.

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Your Excellency,

The Advisory Board appointed by Your Excellency on the 27th July 1920 to consider various proposals with regard to the handling of cargo at Kilindini and to make early recommendations to you, have the honour to report as follows:-

1. The Board met on the 28th instant and again on the 11th. There were present at each meeting the following:-

The Hon. F. W. M. Cr., C.M.S., I.S.O.,	Chairman.
Mr. A. Crossman	Chairman, Mombasa Chamber of Commerce.
Mr. P. L. Clarke)	Nominers of Mombasa Chamber of Commerce.
Mr. W. Fletcher)	
Mr. A. J. Parlane	Clan Millerman, American Lines of Steamers.
Mr. W. L. Lello	Union Castle Mail Steamship Co.
Mr. W. A. M. Sim	African Wharfrage Co. Ltd.
Mr. W. Pittison	East African Lightering Co.
Capt. J. W. Turner	Port Captain.
Capt. J. M. Jenkins	Railway Wharf Superintendent.

The proposals were considered seriatim but when proposal No. 1 was being discussed it was pointed out by Mr. Sim that if proposal 2 were omitted the whole object of the proposed arrangement would be defeated. It was then unanimously agreed that the principle of clause 2 should remain part of the proposals.

Proposal 1 as appearing in enclosure "C" to this report was then agreed to.

3. We are of opinion that the insertion of the word "landing" would lead to misunderstanding and it was therefore agreed to recommend that it be struck out wherever it appeared in the proposals in conjunction with the word "Agents", it being considered necessary to make it clear that the word "Agents" refers to the Agents of the Steamship Companies who will be solely responsible for the handling and delivering of cargo.

4. Proposal 6. We recommend that in Clause 6 the words "the said sheds to be efficient" should be struck out. We considered them unnecessary it being clearly the responsibility of the Steamship Companies to insist on the sheds being in proper order before taking the responsibility of placing goods in them. The negligence clause of Proposal 6 was amended as shown in "D".

5. Proposal 7. We are of opinion that as no Wharfage or Cranage is at present charged for passengers baggage none should be made in future and to make this clear we recommend the proposal as amended in "D".

6. Proposal 9 (a). We are of opinion that all lifts over 5 tons should pay crantage at the rate of Rs. 1/- per ton.

7. Proposal 22. We are of opinion that it should be made quite clear that any new Steamship Company coming to this port should be allowed to become a party to the Agreement on giving the required bond of Rs. 10,000.

8. A new clause 23 has been inserted to cover the Agents for damage done by reason of defective sheds, cranes, &c., or negligence on part of Government Officials. We trust that it will meet with approval.

9. We recommend the proposals as approved by Your Excellency with the suggested alterations which are noted in enclosure "C" to this letter.

10. The representatives of the Steamship Companies desire that it should be made clear that as counter proposals have been put forward by the Conference lines they have no power to bind their principals to the recommendations made in this report with which they have expressed their concurrence but they have telegraphed to the Steamship Companies strongly recommending their agreement to the foregoing proposals.

11. We ask that if any further alterations in the draft agreement are put forward by the Steamship Companies the said agreement be referred back to this Committee for their views.

12. The following resolution was unanimously agreed to:-

1. We urge the necessity for the early selection and appointment of a Port Manager thoroughly versed in Port Work. We consider it essential that an experienced and up to date official with practical knowledge and actual training in the work of one of the Big Home or Colonial Ports should be selected and be paid a salary which will make it worth his while to accept the post at Kilindini. We are influenced in our earnest recommendations for the early appointment of such an Official by the importance, at this stage of port development at Kilindini, of having a competent man on the spot as soon as possible with a view to eventual organisation of the Port as development progresses on sound lines.

2. We recommend that in the first place an Advisory Harbour Board should be appointed, and that at once, such Board to be comprised of British Subjects only representing British Interests, and that the eventual method of managing the port including the handling and delivery of cargo should be left for decision later. We further advise that the composition of the Harbour Advisory Board should be 3 Nominees of the Bombay Chamber of Commerce, 2 Nominees of Government, 3 Nominees of the Shipping Companies and 2 Nominees of Lighterage Companies with Chief of Customs as Chairman and the Medical Officer of Health as an extra ex Officio Member - We recommend that the Board should be nominated every 2 years and should be eligible for re-nomination.

3. We submit that the principal duty of the Board would be the close investigation of complaints made to them and suggestions put before them for improvement in the working of the port for submission when necessary to the Governor with a view to the early formation of a Port Authority with executive powers.

4. It is not intended that the proposals now under consideration for transferring the handling of cargo at Kilindini to the Steamship Companies should be delayed until the Official referred to above is appointed; on the contrary we are of opinion that

The transfer should be made as soon as possible.

We have the honour to be,

Your excellency's

Most Obedient Servants,

For me for Chairman

Alan Crossman

H. W. Jones

W. Earl

F. H. Clarke

W. M. Perry

W. Perkins

W. J.ello

W. J.ello

W. Fletcher

Major

Proposals put forward in East Africa  
September, 1919.

1. The Agents of the Steamship Companies or sailing craft to take delivery of the cargo at the ships' sides and be entirely responsible for delivering it to the Consignees or the Railway at their leading banks hereafter to be called the Railway goods sheds.

2. The Agents of the Steamship Companies to receive all export cargo for their respective steamers from the shippers or their Agents at the loading bank or trucks and direct from local shippers and be entirely responsible for delivery to the ships.

3. The Railway to allocate cranes, wharf trucks and goods shed floor space to each Agent as occasion arises and will have full control over their use generally, likewise the Customs at Mombasa.

4. Each Agent to provide all labour except crane men, which the Railway will provide at Kilindini or Customs at Mombasa. The control of the crane men will be in the hands of the Railway Wharf Supdt. and Customs respectively.

Proposals put forward in East Africa  
September 1919. As amended by the  
Conference Lines London.

1. The Landing Companies of the Steamship Companies or sailing craft to take delivery of the cargo at the ships' sides and to be entirely responsible for delivering it to the Consignees or their Agents and/or the Railway Company as Agents.

2.

3. The Railway to allocate cranes, wharf trucks and goods shed floor space to each Landing Agent as occasion arises and will have full control over their use generally, likewise the Customs at Mombasa.

4. Each Landing Agent to provide all labour except crane men, which the Railway will provide at Kilindini or Customs at Mombasa. The control of the crane men will be in the hands of the Railway Wharf Supdt. and Customs respectively.

Proposals approved by His Excellency the Governor as a basis for consideration by Advisory Board, with amendments suggested by the Board as indicated in the attached Report.

1. The Agents of the Steamship Companies or sailing craft to take delivery of the cargo at the ships' sides and to be entirely responsible for delivering it to the Consignees or their Agents and/or the Railway Co. as Agents at their leading bank hereafter to be called the Railway goods shed.

2. The Agents of the Steamship Companies to receive all export cargo for their respective steamers from the shippers or their Agents at the loading bank or trucks and direct from local shippers and be entirely responsible for delivery to the ships.

3. The Railway to allocate cranes wharf trucks and goods shed floor space to each Landing Agent as occasion arises and will have full control over their use generally, likewise the Customs at Mombasa.

4. Each Agent to provide all labour except crane men, which the Railway will provide at Kilindini or Customs at Mombasa. The control of the crane men will be in the hands of the Railway Wharf Supdt. and Customs respectively.

...the goods shall be delivered free from the landing stage to the Customs house or baggage room and vice versa all passengers baggage. No wharfage or crumage shall be charged for passengers baggage so delivered.

...The Agents will pay the Railway the cost of electric or other light used by them. The Wharf Supdt. to be sole Judge as to the allocation of the charges between the various Agents.

...Each Agent shall be responsible for the goods entrusted to his care or under his control while lying in the sheds and each Agent shall likewise be liable to make good all damage which may happen to the goods or for the loss or destruction thereof except loss or damage by fire or Act of God.

...Each Landing Agent will be responsible for the goods lying in the sheds, which are to be efficient and under sole control of the Landing Agent (subject to negligence clause to be submitted hereafter).

...Each Agent will deliver free from the landing stage to the Customs house or baggage room and vice versa all passengers baggage.

...The Agents will pay the Railway the cost of electric or other light used by them. The Wharf Supdt. to be sole Judge as to the allocation of the charges between the various Agents.

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- 12. Agents to supply their own lashing and lifting tackle.
- 13. Agents to state what the maximum lashing charges for imports and exports will be, which must have the approval of the Government before being put into force and any alterations thereto must also be approved by the Govt.
- 14. Should a ship arrive with incomplete documents the tonnage of cargo not shown on the ship's manifest will be estimated by the Railway Wharf Supdt. at Killindi or Chief of Customs at Bombay, and on receipt of documents any adjustment necessary will be made.
- 15. The Railway and Customs Departments will have free access to all the Agents' books dealing with the import or export cargo.
- 16. The Agents to make good any damage to cranes through overloading only, and to buildings etc. through bad stacking and handling over and above fair wear and tear.

- 12. Landing Agents to supply their own slings and lifting tackle.
- 13. Landing Agents to state what the maximum landing charge for import consignees will be. The charges hitherto charged by the Railway Co. to the consignees not to be increased without reference.
- 14. Should a ship arrive with incomplete documents the tonnage of cargo not shown on the ship's manifest will be estimated by the Railway Wharf Supdt. at Killindi or Chief of Customs at Bombay, and on receipt of documents any adjustment necessary will be made.
- 15. The Railway and Customs Departments will have free access to all the Agents' books dealing with the import cargo.
- 16. The Lashing Agents to make good any damage to cranes through overloading, (provided the crane gear has been properly maintained), and to buildings etc. through bad stacking and handling over and above fair wear and tear.

- 13. Agents to supply their own slings & lifting tackle.
- 14. Agents to state what the maximum lashing and landing charges for imports and exports will be, which must have the approval of Government before being put into force.
- 15. Should a ship arrive with incomplete documents the tonnage of cargo not shown on the ship's manifest will be estimated by the Railway Wharf Supdt. at Killindi or Chief of Customs at Bombay, and on receipt of documents any adjustment necessary will be made. No adjustment will be made unless claim is lodged within six months of the arrival of the goods.
- 16. The Railway and Customs Departments will have free access to all the Agents' books dealing with the import and export cargo.
- 17. The Agents to make good any damage to cranes through overloading, (provided the crane gear has been properly maintained) and to buildings etc. through bad stacking and handling over and above fair wear and tear.

17. The Agents to hand over to the Customs at the shed door or loading bank at the expiry of 21 days after importation all goods remaining uncleared within that period, the payment to be responsible for the removal charges, which they will collect from the consignees.

18. The Chief of Customs to have the power to grant extension of free storage periods, until the establishment of a Port Authority.

19. The Agents to enter in a Bond of Rs.150,000 each for the due accounting for, to the Customs, of all packages landed ex their respective vessels and that all Customs formalities are complied with before delivery.

20. The Customs to have the right to tally cargo both inward and outward.

21. All the foregoing arrangements can be terminated by either side giving six months notice.

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21. All the foregoing arrangements can be terminated by the Government or by the Agents giving six months notice in writing provided that a 5/6 majority of these Agents require to do so.

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Secretary

20 October 1950

East African Development Corporation

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with ref to the letter from this Dept of the 5th Sept last I am in letters to be the all copy of a report by the Advisory Board appointed by the Gov of Kenya to consider proposals for the establishment of a

You will submit the name of any  
~~and a list~~  
whom you may consider suitable  
for employment as Post Manager

Noting it to you how what salary

you suggest would be necessary  
for the post

THOMAS H. J. KEAR