

explanation had been given to them of the grounds on which the negotiations for the supplementary agreement had been entered into. Nevertheless, he considers that, if only on the ground of ordinary business considerations, your Solicitors should have manifested greater activity in pressing the Syndicate to execute the agreement, and, failing success in this endeavour, should have reported the matter at a comparatively early date after receiving their instructions from you.

I am, &c.

EAST AFR. PROT.
2225

C O
2225
REC'D 23 JAN 12

Agents

Date.
1912

2 Jan.

at previous Paper.

39249

L. Magadi Contract
Inspecting Engineers.

Sends letter from Messrs Rendel & Robertson re: their remuneration. Estimates amount required for 1912-13 is £2000. Requests approval.

Mr. Butler

This seems to me to be sufficient. I wonder how much value he should get for his £2000. I should be inclined to telegraph to him in view of the fact that he is now deep. of 15 Dec in 39249, to him that remuneration is demanded by Messrs Rendel & Robertson. Inquire what value is attributed by him to the inspection of the various classes of material, and ask whether he has any alternative suggestion to offer.

Handwritten notes in margin: "and also 8000 3293", "Copy for B3. 9 Feb 12. 3293"

Subsequent Paper
3293

ASB
24/1
Sir G. Fiddes. This is something of a facer.

C.E. refer ~~respectfully~~ to their work in connection with the scheme for some years past, & ask for a personal remuneration which is double their annual fee for their Uganda Railway work. In addition they want 1% on the value of the materials to be inspected. This is rather tall, as it would appear from clause 15 of the contract of the 13th of April 1911 that the work of the inspecting Engineer is confined to inspection of materials before shipment. He has nothing to do with getting out specifications and calling for or deciding between tenders.

I still think that a reasonable fee for each inspection required is the most satisfactory way of arranging the matter, & that this ought to cost very much less than what the C.E. ask. In fact, I do not see why the Crown Agents' own Head Inspector could not do all that is required if Messrs. Rendel & Robertson do not show themselves accommodating.

If the charge for this service is going to be anything like £2000, we cannot maintain the comfortable attitude which

+ the specification by which the Engineer is to judge the work is apparent that refer in clause 3 of Contract, which already has approved by Govt.

I suggested on C.A. 39249/11, viz. that we need not make specific provision in the Estimates for 1912-13, & that the Govt. should have no difficulty in finding the sum required without exceeding the approved total of expenditure.

60

I submit a draft telegram to the Govt.

HAB.

Jan. 25.

E.
283/17.

ALL COMMUNICATIONS
TO BE ADDRESSED TO THE
CROWN AGENTS FOR THE COLONIES,
THE ABOVE REFERENCE AND THE
DATE OF THIS LETTER BEING QUOTED.

TELEGRAMS, "CROWN, LONDON."
TELEPHONE 1632 VICTORIA.

~~28~~
61
2225
REGD 25 JAN 12
WHITEHALL GARDENS,
LONDON, S. W.

22nd January 1912.

Sir,

I have the honour to acknowledge the receipt of your letter of 13th December No. 39249/11 approving the appointment of Messrs Rendel and Robertson as Inspecting Engineers for the Government under the contract with the Magadi Soda Company, for the construction of a Railway to Lake Magadi, and requesting us to submit a scale of remuneration for the consideration of the Secretary of State.

We have accordingly communicated with Messrs Rendel and Robertson, and I enclose for the information of the Secretary of State a copy of their reply.

Messrs Rendel and Robertson it will be seen suggest that they should be paid a lump sum of £500 as their total personal remuneration for the work done by them in connection with the whole scheme. In addition they ask only their actual out of pocket office and inspection expenses reckoned as under the existing arrangements with the Uganda Railway.

These expenses they estimate at £1500, that is, 1% on £150,000, the probable value of the material to be inspected, all of which it is anticipated will be

incurred

Under Secretary of State,

&c., &c., &c.,

Colonial Office.

(2)

incurred during 1912 - 1913. This estimate of course depends on circumstances beyond the control of Messrs Rendel and Robertson and may not be realised, but they assure us that it is not likely to be exceeded.

The estimated total amount therefore which will be required in this connection during the coming financial year is £2000.

These terms appear to us very reasonable, and I have to ask the Secretary of State's authority to accept them.

I have the honour to be,

Sir,

Your obedient servant,

W. A. Lawrence

2225

REGD 23 JAN 12

Messrs Rendel and Robertson to Crown Agents

13, Dartmouth Street,
Westminster. S.W.

15th January 1912.

Gentlemen,

UGANDA RAILWAY. - Lake Magadi Railway.

We beg now to make the following reply to paragraphs 3 and 4 of your letter of the 18th December.

Our remuneration for the preparation of designs and inspection of contracts connected with the Uganda Railway is covered by our annual fee of £250, beyond which we only receive actual out-of-pocket expenses for payments made to our assistants and your share of our office expenses, without any profit on either.

We suggest a similar arrangement for the work we have hitherto done (which began now some years ago) and shall have to do for the Magadi Branch, - work we may mention which is rather increased than diminished by the fact that we have come to an agreement with other Engineers, whose views, when they differ from ours as they often do, must from the nature of the connection between us, be at least considered.

The cost of the work on the designs and specifications for which we shall have to agree upon with Messrs Livesey, and subsequently to inspect, may be roughly estimated at about £150,000 as a maximum. In addition to this responsibility we have been consulted by you on the proposed agreements with the Soda Company from the first inception of the scheme some years ago up to the

final

(2)

final agreement. We therefore consider ourselves justified in asking as our personal remuneration the sum of £500 in addition to the repayment of our actual out-of-pocket office and inspection expenses reckoned as they are under the present arrangement with us.

It is difficult under the circumstances we have named to estimate what these expenses may be, but we should hope that they would not amount to more than one per cent on the value of the work inspected, and we assume that most of it will be delivered during the year 1912/1913, thus making a total probable charge of about £2000.

We are, Gentlemen, etc.,

Signed.- Rendel and Robertson.

O.D.
25 JAN
16

C.A.
22 25

E.A.P.

A

65

sent 320 pm 9.25

DRAFT. Telegram (code)

unfathetic

Governor

With reference to my despatch

Nairobi

(on 342498)

of 15 December N. 726

MINUTE.

Mr. Butler Jan. 25

Mr.

Mr. Fiddes 25

Sir H. Just.

Sir J. Anderson.

Lord Emmott.

Mr. Harcourt.

for conison

avoid 200 pms

edom arem
Consulting Engineers

inspect nicolapke
task for £7500 personal

reignatio
remuneration and

£1500 office and inspection
eventuals (estimate) to be £1500
expenses, full stop.

also altham
This appears to be

very excessive and

I prefer system

suggested in letter to

Better omit this: it
will count very much
to something.