

EAST AFR. PROT.

22861

C.O.

2861

FEB 9 1910

of magade to de stevens

behind this. Before entering to any agreement with Co. require to be ordered at 5% on capital costs plus
alleged margin for replacement of this article with the
type of the article provided to provide for ample and
adequate of the same. Remind in writing to you

This letter has been discussed in detail
with Sir P. Girouard & Mr. Currie, and
with Mr. Walter Samuel. Mr. Samuel
is going to let us have his ^{timely} reply on
the suggestions which have been made
to him for meeting the difficulties raised
by the Treasury.

Ficks H.A.B

M. L. F. July 13.

Received letter from Mr. Walter
Samuel, Jr., Sir P. Girouard and I
have discussed the situation thoroughly
with the writers - with Mr. Samuel

about a draft authorizing the Com-
munity Board to issue bonds
and issues.

SpB

July 15

See forward

I send this without waiting to
give it another, as I am pressing
the before us, because of its urgency.

The ~~other~~ ~~old~~ ~~same~~ ~~coincide~~, but
anything here delaying action, if for I
understand what you propose), even a small
delay is one likely to be painful at
that time. P.S. 16

I have written to Dr.
C. Murray.

S. M.

16

~~for~~ B

July 13th

Dear Mr. Chapman

I send this a written writing &
have to make, as I do it during
the afternoon, because it is urgent.

The day very soon came out, but it
wasn't in changing hours if I could
understand it (as you know). Some official
concern - and then to do business all
the time. P.M. 16

I have written to do
C. Murray.

~~John~~
~~John~~

equip the main line of the Lyanda Railway with buildings
to furnish rolling stock sufficient to run
the line over the branch & main line
rolling stock is shortly necessary.
(in the mean time 60 mts. of rails per annum.)

8	Lysies 50% more powerful than our present Lysies	£	4000	---	32,000
3	Special engine for ghats	£	5000	---	15,000
90	Lysie wagons new plant in Bar. Ap.	£	300	---	27,000
					1,000
					75,000
Wires to be laid on 2 Jps.					
from mile 40 to mile 72					27,200
Wires to be laid on at					
Junction					5,000
1 hrs. Trig. Station					2,500
Additional to new rods					5,600
Additional ticket accommodation at existing stations etc					10,000
Quarters for Staff					24,700
Total					75,000
					£ 150,000..

Shell House,

104-5 Bishopsgate Street Within,

LONDON, 13th July, 1909.

Dear Mr Read,

I have been carefully considering the suggested alterations in the Contract which you put before me this morning, and very much regret that my Firm cannot see their way to agreeing to the following

1. The increase of 1/8d. per ton per mile for the branch line.
2. The increase of the guaranteed off-take to 60,000 tons.
3. The alternative guaranteed minimum royalty of £9000 per annum.

We further regret that we cannot agree to any important deviations from the basis agreed as outlined in the Memorandum, and fear that if such are insisted on by the Treasury we shall have no alternative but to withdraw from the project.

I should be obliged if you would let me know at our Meeting on Thursday whether you see any aspect of our being able to come to terms on the lines already agreed.

I remain,

Yours truly,

Walter N. Samuel.

H. J. Read, Esq., C.M.G.,

Colonial Office,

S. W.

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17, DE VERE GARDENS, W.

19 Aug 1909

Colonel Seeley,
Sir S. S. Sonner,
Major H. J. Land to
away from the office
Bentley's Craft to the
very regretful. The
particulars will be
fully disclosed.

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Spec to Giddes & Sir Sydenham the same day & got
up the whole thing &
about it & I always went to see him & he would go
over Spec to you. In return you went for
I do hope that you, or your classmen they say,
the East resort Lord & Caughey often the matter
will be the Chancellor's importance to
prevent this scheme but if they only took it up
Rushed on the heat. If something can't be
done in a few days it must be
done.

Signed

Conrad

of a large British railway
- representative, the actual
Business would be done

17. DE VERE GARDENS. W.

2. The Governor Director of a proposed better than
London Railway - Report will be
offered soon

3. Sir Percy Deaconant will submit his
a very large sum - age
this type of undertaking
Although the scheme is
a good one it's now
there are various collat.
advantages between the

for permanent forestation
Good for timber 275
working & suitable for
Give non-timberous material
for agricultural benefit
possibly give the
soil a favourable rel.
for timber
Please except the
mountain timber
in best condition

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20th July, 1909.

My dear Head,

Very many thanks for your letter. You
can rely upon me to do what I can to see that the
Magidi scheme does not fall through on a technicality.

I understand that the Treasury have been so far
moved by our letter that they are coming over here
to discuss the matter.

I am so sorry to hear that you are laid
up, and hope it is only a brief ailment.

Yours sincerely,

28, Portman Street,

London, W.

16th. July 1909.

My dear Seely,

Many thanks for your letter of the 13th., inst.

I am of course quite willing to fall into line with the regulations which exist on the subject. I had not seen all of those you have sent me nor the despatch of the 11th., of May. In the circumstances I ~~will not~~ desire to go any further into the question.

I hope you will do all that is possible for this Soda business. I fear that unless the Treasury are a little more reasonable that this great project, now in the soundest hands possible, will fall through. Putting it briefly, one of the greatest firms dealing with the East are prepared to spend £1,000,000 or more to develop our greatest known mineral asset. Owing to want of foresight a very unfortunate concession was made by the Foreign Office of these Soda Fields, and I think we must now pay for this blunder if we are to go forward at all. The result of the establishment of this industry would not only be that of furnishing the country with a large annual tonnage, estimated at 30,000, but would also lead to other increase of British shipping

at Mombasa, money spent in the Company's works. The great
problem now is - and I think that unless it is got over
during the next week that the whole project will fail through
the attitude of the Treasury with regard to the output from
these fields. What the Company propose is this:- that they
should guarantee an output of 250,000 tons ~~within~~ ⁱⁿ five years,
but that they may increase this largely and even up to 100,000
tons per annum. What the Treasury demands is that an increas-
ing output should be guaranteed; this, of course, is quite
impossible from the Company's point of view as they cannot
possibly know what the public demands may prove to be from year
to year. The Treasury's idea is, undoubtedly, a sound one
because what they fear is that the Company might come to
terms with other people and even close down their Works. It
may be that the Company only intend to bluff these soda
manufacturers with this natural article, but I cannot really
conceive that this is the case. It appears to me however that
we are in any case fully protected. What we ask for is the
expenditure of £350,000 of which about £200,000 would be for
rolling stock, and £150,000 for permanent improvements on the
railway. Whatever happens the £150,000 is well spent, and
leaves the £200,000 for rolling stock. Here again it appears
to me that the Treasury are perfectly safe. Supposing the
Company do close down entirely and throw on our hands this large
amount of rolling stock, it is our intention to buy engines of
a very much higher capacity than those at present on the railway.

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There is little doubt in my mind that the existing stock of the Uganda Railway is antiquated and inefficient, and in this regard I have the full concurrence of the Consulting Engineers. The new engines will haul more than 60% more than the old ones, therefore should we be forced by the closing down of the entire Works to take over this rolling stock we could at once decrease the cost of the working of the Uganda Railway, and my estimate in this regard is that the increased working expenditure would amount to at least £20,000 per annum, which would be ample for the interest and capital, and provision of a sinking fund to provide for replacement within the life of the rolling stock or the much larger life of the permanent improvements.

I hope you will be able to have a talk with me on the matter as soon as possible for I fear that Samuels are getting very impatient, and will throw up the whole affair. Provided that we can get over the difficulties of the guaranteed output I have no doubt we shall be able to arrange matters. Churchill took a very great interest in this matter himself when he was in East Africa and would, I know, assist us if it were necessary.

Yours sincerely,

Colonel J. B. Seely, M.P.

Rex Glanville

Under Secretary of State for the Colonies,

Downing Street, S.W.

In shorthand, if this be acceptable

To the letter the following
should be added



22861
9 JULY
TREASURY CHAMBERS.

July 1909.

Sir,

The Lords Commissioners of His Majesty's Treasury have carefully considered Mr. Antrobus's letter of the 12th ultimo (10/12/1909) enclosing the outlines of an agreement that has been provisionally arrived at with Messrs Samuel and Company for the working of the soda deposits of Lake Magadi in the East Africa Protectorate and They now request that the following reply may be laid before the Earl of Crewe.

Under the Agreement as it stands the whole of the royalties and, if these are insufficient, up to 10% of the receipts from the Company's traffic on the branch railway, are assigned to the service and redemption of the £200,000 debentures to be issued by the Company for the purchase of locomotives and rolling stock.

As the rate to be charged during the first five years for the carriage of the Company's traffic is fixed by Clause XI (a) of the Agreement at a figure (fd per ton mile) which is calculated only to secure the Uganda Railway from actual loss but not to show any profit, it appears that during this period the Government can receive no return of any kind upon its capital outlay under Clause XII (a) which is estimated at £150,000 as a minimum if the

railway is to deal with new traffic up to 150,000 tons per annum. Indeed, unless for these years the soda traffic considerably exceeds the average of 50,000 tons prescribed under Clause IX, there will under Clause XII (c) be a financial loss of £1,600 a year which would be required to make up the insufficiency of royalties referred to above. At the end of the first five years the debenturees cannot be repaid. After the first five years it would appear that for the succeeding period of five years also the only profit accruing to the Government from the arrangement would be derived from such difference as there might be between the profit of 16d. per ton-mile on carrying rates under Clause XI (b) and (c) and the amount of gross receipts required to make good any insufficiency of royalties under Clause XII (c).

It is suggested, however, in the printed explanatory Minute which accompanied the Agreement that His Majesty's Government would probably find it preferable to provide the £200,000 required for locomotives and rolling stock on the branch line as well as the £150,000 required for improving the main line. In this way the royalties and railway receipts would accrue from the first for the benefit of the Uganda Railway; but it will be found upon examination that the financial return is scarcely more favourable under such an arrangement than under the scheme already discussed.

Under Clause IX of the Agreement an average traffic of 50,000 tons of soda per annum is guaranteed by the Company for the first five years. On this traffic the receipts from royalties at 3s. on calcined soda a ton would amount to £7,500. As already observed, during that period no profit would be obtained from the railway rates, while the annual requirement to repay £200,000 over 30 years at 3% a year

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of £350,000 is £17,856. For these years then the Government might actually incur an annual loss of roughly £10,000 on the transaction.

My Lords know that they would not feel justified in approving a proposition of this character. Lord Crewe is no doubt aware that at the Deputation which was remained by their Lordships' Financial Secretary in February last and at which the Under Secretary of State for the Colonies was present Mr. Hobhouse made it clear that My Lords could not approve of any scheme involving the outlay of public money which did not assure a return of 5% interest on capital expenditure and a sufficient margin to recoup that expenditure within the life of the works provided. These conditions still hold good, and it is manifest from what has already been written that they have not been satisfied.

I am further to point out that the agreement as drafted provides no adequate guarantee for the proper and continuous working by the Company of the Deposits. Infraction of its provisions will only involve a cancellation of the lease. My Lords conceive, however, that circumstances might arise in which it would prove to the Company's interest to restrict or even to discontinue altogether its operations, even at a sacrifice of its capital, and if this contingency should arise, the taxpayers of this country would have no means of recovering their portion of the expenditure incurred.

The measure of risk in this respect is of course proportioned to the amount of the outlay and, from this point of view, My Lords prefer the method of financing

proposed

proposed in the agreement to the alternative suggestion contained in the explanatory memorandum. In either case, however, it appears to Their Lordships that the return to the Company and to the Government is not equitably divided according to the capital contributions. The sum which the former will have to provide can only be approximately calculated, but My Lords understand from the explanatory notes on Clause II of the Agreement that it is not likely far to exceed a million pounds and on this the profits are estimated at 30/- a ton.

On the assumption however that the Government will provide the whole £550,000 or, say, one third as much as the Company, the return from royalties will amount to no more than 3/- per ton or one tenth of the Company's profits. It is no doubt the case that after the first five years an additional profit will accrue from the traffic charges, but it is not clear to what extent these profits will be affected by the provisions of clause II (e), with which My Lords will deal later, and in any case they cannot bring the total receipts to the figure which the proportion between the capital outlays would seem to demand.

Before then My Lords could assent to any agreement with the Company, They would require

1. That interest at the rate of 5% on the capital expenditure should be assured from the outset.
2. That in addition there should be an adequate provision to provide for the replacement of this expenditure within the life of the works provided.

3. That for this purpose the proper and continuous working of the undertaking should be secured by adequate guarantees.

Speaking generally, My Lords consider that as a minimum (a) the royalty payable should be sufficient to provide interest at 5% on the outlay (estimated at £150,000 at least) for improvements to the main line with an adequate sinking fund to pay off the principal within a specified period and (b) the railway rates should similarly be sufficient to pay interest on the £200,000 outlay for rolling stock and to redeem the capital within the estimated life of the rolling stock. My Lords would however not object to any surplus of royalties being applied to supplement the profit on working so far as necessary for the purpose of the second of these requirements.

As regards the details of the agreement My Lords desire to make the following observations.

Clause IX. It is not stated whether the guaranteed minimum of 250,000 tons during the first five years refers to raw soda or soda ash. The explanatory memorandum shows reason for assuming that the Company will prefer to calcine the soda as near as possible to the lake and that therefore only the ash will be carried on the railway, but having regard to the method of calculating the royalty under Clause X (c) My Lords consider that the guarantee should be specifically confined to calcined soda.

Clause XI (a). It should be made clear that the Government's liability to carry the Company's traffic is

limited

limited to carriage by rail. Under this sub-clause apparently the Uganda railway might be called upon to undertake haulage across country.

No rate is specified for the carriage of fuel or soda for the period previous to "12 months after the completion of the branch line" (to be reduced to three months at the Company's option). My Lords assume that in the absence of any provision to the contrary the existing rates on the Uganda Railway will be charged, but They will be glad to receive the assurance of the Secretary of State on this point.

Clause XI (c). My Lords see considerable objection to the maximum limit of 1a. per ton mile prescribed by this sub-clause. The profits to be derived from the traffic charges are limited by the sub-clause to 1d. per ton mile and this limitation should prove a sufficient security to the Company against any exorbitant demands on the part of the Railway. On the other hand if there is any risk of the 1d. rate being exceeded My Lords see no reason why this risk should be borne by the Government rather than by the Company.

Clause XI. (d). My Lords would suggest that the final adjustment of rates on the branch line should not take place until after the actual completion of the line.

Clause XI (e). With reference to the restriction of the traffic charges to 1d. a mile for the first five years and the limit of profits arising from these charges thereafter which are apparently both based on the

assumption

assumption that working expenses are to include only the cost of repairs, restorations, renewals, replacements and substitutions, but not of new works, of substantial improvements of and additions to old works, of additional rolling stock & plant & machinery. My Lords would be glad to be informed whether it is not in the practice of British railways to charge the cost of new rolling stock - locomotive and other - to Revenue, and how the expenditure on "substantial improvements and additions to old works etc." is in fact charged under present practice, on Indian as well as British Railways.

Finally They request to be informed whether any calculation has been or can be made of the probable amount of recurrent capital expenditure under this sub-clause during the later years of the working of the agreement.

Clause XII c. The position of the Government should be safeguarded as regards its interest in the Company's rolling stock &c. during the period of repayment so as to ensure that if, owing to the cancellation of the agreement or otherwise, the payments were to cease before redemption had been effected, the instalments actually paid should be recovered.

Clause XV. It is stated in the explanatory memorandum that the increase of 1d. on the traffic charge on the main line would give an annual profit of about £3,500 on 30,000 tons. My Lords would be glad to be informed on what basis this estimate has been arrived at and whether a worse increase in the proportion of say 1d. per tonage carried beyond 30,000 tons.

They

They would also ask what is the estimated return
from the charge of 1d. per ~~two~~ mile on railway materials
(Clause XV).

I am,

Sir,

Your obedient servant,

J. B. Murray

NB



Very urgent

16 July 1909

DRAFT.

To the
Treasury

MINUTE.

Mr. Butler 16/7/09

Mr. Read 16 the Earl of Crewe to

Mr. John Fieldes 16

~~Mr. Anderson~~

Mr. Cox.

Sir C. Lucas.

Sir F. Hopwood.

Col. Seely.

The Earl of Crewe.

I am directed by

acknowledge the receipt

of your letter N° 12485/109

July 16/7

F.S. of the 8th of July relating

to the agreement

provisionally arrived at

to this date

today I F.S.

by (A. July)

less fees stand

in arrears

with Messrs W. Samuel

and Company for

the working of the 500

Secy.

July 16/7

among depots at Lake

~~the subject of the cap.~~
~~has suffered from~~
~~been damaged~~
~~in transit~~
matter is
considered, not only with
the representatives of
Messrs M. Samuel and
Company and Mr W.
Carrie, the Manager of
the Agordha railway,
but also with Sir P.
Gardner, the newly
appointed Governor of
the E.C.R. who has,
the S.C. of the Treasury
in view, a special train
bridge and expenditure

of railway matters,
and who has gone very
thoroughly into the
question connected with
the agreement up to
consideration. As the
result of these further
deliberations, I am to
request you to lay before
the Roads Commissioners
the following reply.
3. It appears to Lord
Acland that the earlier
and the more important
part of the letter under
consideration has been written
under a misapprehension
of what the law of the
case is.

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enable the Company to
carry 20,000 tons
of Soda per annum
without having to make
any alteration to the
plant.

The Company would have
to be incured to cope
with the maximum average
output of 50,000 tons
of Soda per annum
imposed upon the Company
by the agreement. This
is far from being the
case. The expenditure
of £350,000 is an
idle estimate of
the expenditure which
would be required to

DRAFT

MINUTE

Mr.
Mr.
Mr. Just.
Mr. Antrobus.
Mr. Cox.
Sir C. Lucas.
Sir F. Hopwood.
Col. Seely.
The Earl of Crewe.

enable the Company to
carry 20,000 tons
of Soda per annum
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plant.

The Company would have
to be incured to cope
with the maximum average
output of 50,000 tons
of Soda per annum
imposed upon the Company
by the agreement. This
is far from being the
case. The expenditure
of £350,000 is an
idle estimate of
the expenditure which
would be required to

the royalty owned at
the ponds & interest
at 3% in the capital
expenditure, and a
sinking fund of 2%
which would suffice to
repay that expenditure
in 30 years. The current
estimate of the life
of the rolling stock is
30 years, and the
reality of the
life of the improvements
of the main line is
larger still. It will
be seen, therefore,
up to this point the
burgh & said arrangement
satisfies their cardinal
requirements that

50,000 tons of soda
ash a year. The cost
of the necessary im-
provements to the main
line for this purpose
is estimated at £
75,000, and the cost
of the additional rolling
stock required is
estimated at a further
sum of £ 25,000.
In £ 150,000 in all. The
royalty on 50,000 tons
of soda would be
£ 7500, or exactly
the 5% on the expenditure
of £ 150,000. That is,

present at the meeting
of the Directors
expenditure should be
provided for the
removal of the
abandoned works
in adequate margin
to provide for the re-
placement of this
expenditure within the
life of the works provided.

4. It has been ascertained
that, if the Company
are prepared to double
the output of coal
and as a basis of
calculation on the remaining
paragraph, the further
expenditure required to

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Mr.
Mr.
Mr. Just.
Mr. Antrobus.
Mr. Cox.
Sir C. Lucas.
Sir F. Hopwood.
Col. Seely.
The Earl of Crewe.

equip the railway to
deal with the increased
output would be £200,
293-
was to be an increase of
to apply some of the
items included in the
first expenditure of
£50,000. The royalty
on the increased output
of 100,000 tons would thus
more than cover the
estimated interest
and sinking fund on
the capital expenditure
involved. Similarly,
in the event of a further
increased output
and increased

taking place in
addition to
capital expenditure

as laid down by
the British Govt.

and in addition to
any increase in
output.

and the increase in
output would yield

an increased margin

over the stipulated

interest and sinking

fund on such expendi-

ture. When the full

output which the Rail-

way undertakes to

carry, $\frac{1}{3}$ ~~1000~~ tons,

had been realized

and the full capital

expenditure

had been recovered

and the full capital

expenditure

had been recovered

of £350,000 had been
incurred by royalty
and interest to

the end of 1891
£240,000 and would

thus show an excess

of £6,000 over the amount

required to secure a

return of 5% on the

capital expenditure.

5. It will be observed

that so far no account

has been taken of

profit from the working

of the traffic on the Uganda

Railway. The agreement

recites that after

expansion for a just

period of five years

the traffic

the Railway shall profit
on the contract freight
of 200 tons per month
at a price per ton
less than the carriage
of the traffic of the road
on the main line is
taken for purposes of
reference, as 256 miles,
it will actually be a
few miles longer), this
represents a profit
of £100.00 in every ton of
soda carried, etc.,
on the maximum output of 50,000 tons
on an output of 100,000 tons 3.33
on an output of 150,000 tons 6.66
without taking into
account the corresponding
losses by the fuel

carried up to the
Company's works
the coast, the amount
of which is estimated
at 10% of the output
of soda.

Present view of
the down traffic
placed in his light
the new line on the capital
employment is seen to
be so good that the
Lords Commissioners
may
~~will doubtless be~~
to provide the whole
amount as it is
required, rather than
to attain any part of
it from the issue of
debts or taxes by the

MINUTE.

Mr.
Mr.
Mr. Just.
Mr. Antrobus.
Mr. Cox.
Sir C. Lucas.
Sir F. Horwood.
Col. Seely.
The Earl of Crewe.

its corresponding nature
of royalty is seen to
exist in the lease.

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It will be necessary
to deal with the
requirement imposed by
their lordships that the
proper and continuous
working of the undertaking
should be secured by
adequate guarantees.
It is already provided
in the draft lease that
the lessor shall at all
times during the term
of the lease bona fide,
continuously, effectively
and seriously work
the deposit.

at any time
any place
any contract
in any way
afforded by
any person
or persons
in any event
the working of the deposits
or the output of the
commodities to be
manufactured therefrom.

Lord Crewe is satisfied
that it would not be
practicable to obtain
from Mr. Samuel & Company
from this or any other
commercial company
a more binding guarantee
than is thus provided.

When it is also remem-
bered that the Compan-

ies will ~~make~~ no mistake in

the venture capital
to the amount of £97,
some time like £5,000,000,
and that they will have
the greatest trouble
inducements to work
the deposits to the
full extent, his
Lordship feels that
the proper and continuous
working of the under-
ground apparatus
is amply
secured.

DRAFT

MINUTE

Mr.
Mr.
Mr. Just.
Mr. Antrobus.
Mr. Cox.
Sir C. Lucas.
Sir F. Hopwood.
Col. Seely.
The Earl of Crewe

8. His Lordships
appear, however, to feel
that it might be wise
with the whole of the
~~Company~~ to restrict
or discontinue their

* the market of the
District. This in itself would
constitute
a sum amount which would
cover the cost of any
expenditure which they
might have incurred apart
from any profit derived
from royalties and rents paid
from the traffic in the
minerals. The were satisfied
that the Govt. would be
left in a position either
to work the deposits
themselves or, to grant
the right to others to afford
work and all necessary
transport facilities
to a fresh
commercial company,
which would make a large
expenditure undertaken

operations were at a
cost of heavy capital.
Collected
and
was about to
be turned to account.
railway constructed by
the Company, which
alone is anticipated to
cost £450,000 or
£500,000, would become
the property of the Govt.,
who would thus be
left in possession of an
almost inexhaustible
deposit of Soda with
the road and adequate
transport facilities for
putting the product

by a rural farm with
a number of inducing merits
the Samuels and Co.
to resist
new operations and
would now doubtless
in conjunction with the
magnitude of the
engines amount which
it would be necessary
to expend to induce
Messrs M. Samuel and
Company not to sacrifice
their capital, put any
such attempt out of
the question.

9. Apart from these
considerations, it must
be remembered that
the Uganda Railway
will ~~soon~~ have to be

left with a very limited
asset, to which it is
now committed,
and that there is the
shape of the rolling stock
provided to deal with
the soda traffic. The
new engines which it is
intended to provide
are of a heavier and
improved type which
the Manager of the
Uganda Railway estimates
will haul loads greater
by 50% than the engines
at present employed
and will add to the
value of the

DRAFTMINUTE.

Mr.
Mr.
Mr. Just.
Mr. Antrobus.
Mr. Cox.
Sir C. Lucas.
Sir F. Hopwood.
Col. Seely.
The Earl of Orkney.

the existing train
in case of fire
not be retained.

[See P. Giraud
and his other notes
[figures]
do allowance for the
extra cost of working
the new engines, this
would effect a saving
of about £20,000 on
the existing animal traffic,

10. It is now proposed
to deal individually
with the points of detail
raised in the letter
of your letter.

Clause 3(a) is agreed
as it stands.
Note the memorandum
for the moment.

out four loads of 250,000
tons in five years shall
bear 25,000 tons of
~~apples~~ calcined soda
on their equivalent.

Clause XI (a) 300

It shall be made clear
that the power and not
liability to carry the
Company's traffic is
limited to carriage by
rail.

- Lord Crewe considers
that, in the brief interval
~~prior to the date on which~~
which cannot be more
than twelve months and
may be as little as
three months, between
the completion of the branch
line and the date on
which the operations of
the Company are to be

of a penny of a tax per
mile. It cannot be hope-
ful to sustain the latter
if their bondships vary
on the removal of the
former, and it is as
Lord Crewe's opinion
much more to the interest
of the Govt. to retain
the maximum rate than
to obtain the removal
of the maximum limit.
It is practically certain
that a rate of one
penny will suffice to
secure to the Govt. a
profit of one. sixteenth
of a penny in all
circumstances during

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Sir F. Hopwood.

Col. Seely.

The Earl of Crewe.

mile was calculated.

This is an empirical

rule sum of

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expense and the growth

of traffic working expenses

tend to decrease rather

than to increase,^{that} this

tendency is in active

operation on the Andhra

Railway may be seen

from the fact that the

working cost per ton in

rule
rule
rule

ton in 1904-5 was

Rs. 5.12, and in

1905-6 was Rs. 3.22.

It is evident in Cor. 1, page

[figure from
last report on
new rates]

line, and there is
no reason to doubt
that these negotiations
will be successful if
agreement is reached
on the other outstanding
points.

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Clause X (d)

The Company show
considerable anxiety to
have a rate posted for
traffic on the branch rail-
way before the actual
completion of the line.

Negotiations are in
hand with the Company
as the result of which it is hoped to
meet their wishes.

While at the same time
adhering to the fact
any loss or
gain of the branch

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Lord Crewe under-
stands that the practice
of railways in the matter
of charging to revenue
the cost of new rolling-
stock ^{and of} substantial
improvements of and
additions to old
works varies widely
according to the course the
road management de-

on the resources of the
mines built to
prevent the Gold from
profiting by the char-
acter and trend of mining
expenses

Clause XI (d)

The Company show
considerable anxiety to
have a rate posted for
traffic on the branch rail-
way before the actual
completion of the line.

Negotiations are on
foot with the Company
as the result of which it is hoped to
the meet their wishes
while at the same time
guaranteeing the Gold
against any damage
by workings of the branch

line, with there is
no reason to doubt
that these negotiations
will be successful if
agreement is reached
on the other outstanding
points.

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Clause XI (e)

- Lord Crewe under-
stands that the practice
of railways in the matter
of charging to revenue
the cost of new rolling
stock and of
improvements of and
additions to old
works varies widely
both in the amount
and through the

and that
your observations
will be subject of
most inquiry.
I would venture
you to examine the
questions of His Lord-
ship in this subject,
and necessarily be
too long and would
probably be inconclusive.
The delay involved would
be fatal to the chance
of the successful completion
of the agreement. The
question, moreover, does
not appear to possess
any particular import.

309 5th June 1863

Due at the end of the
month of July
lock and skeleton
improvements is to
be treated as capital
expenditure, the financial
results of the proposed
agreement are
calculated to produce
the requisite interest
on such capital expendi-
ture and to provide
for its replacement
in due course.

For this reason also

the amount of the

capital

can only

the Cea-20

the Gok 1/2

absolute

a part

Stock ton

in need

seed by

proportion

amount

ments me

to the C

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hopes,

Commission

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taken part of the
making of the agreement.

It has been agreed that
the regional capital
expenditure will be
replaced within the life
of the works provided,
and the amount will
not be available for
further capital expenditure
when the replacement
of such works reaches
its term.

Clauses 20 to 23

There will also
be promptly a meeting
between the two

complaints on
connection with the sale

of determinates by the

Company for the purpose

of supplying timber

stock will be avoided.

Clauses XV.

The basis on which

~~the calculation of profit~~
~~reserves from an increase of one sixteenth of a~~
~~century per ton per mile~~
~~on the traffic charge on~~

the main line has been

~~revised~~ at has already

been indicated in the

fifth paragraph of this

letter. This profit

would increase in such

proportion to any

increase of traffic.

The estimated return

from the charge of

Mr P. Gomard's
Agency

are open for the
use of an insurance
and rates for £4,000

per annum £300

except for working

expenses on an

assumed quantity

of 20,000 tons

11. In the copy letter

made enclosed in the

letter from the office

of the 12th of June,

it was stated, under

clause 1 of the returns or

clause I of the Summary

of Heads of Agreement,

that the new lease would

be an improvement

on the old one & that

the grant of the right

to work other minerals

in the previous state

had been eliminated
sure that nothing was
left in the lease which
would render measure
of the ~~Company~~ ^{as an agent}
of the ~~Company~~ ^{in consequence}
~~of the~~ ^{marked to}
~~of the~~ ^{(C.A.}
~~of the~~ ²²⁷⁰²⁾
of the right to work other
minerals and species
of trees on the terms,
viz. a royalty of 5%
on profits, prescribed in
the existing lease, Lord
Crewe attaches no
importance to the
point and does not
consider that it is worth
while to make it a
crucial question, however
it is to be observed that

He will be
entitled by a just
interpretation of the
lease appear to
be no mineral in the
area in question,

no interpretation of what
anything in the lease
departs from, therefore,
most he wishes of the
Company in his respect.

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S. 12. His lordship is
impressed with the great
importance of the decision
which is about to be
taken in the matter
of this agreement, and
he therefore judges it
of importance to refer

briefly to some of the
more general considerations
which deserve to be

equally energetic farmers
and somewhat of the nobility
with even again present
in it Mr. Wm. H. Samuel
and Company of London
began research in the
matter of cultivation
and resources, and it
cannot be an chance
~~just~~
the credit of the P. belief
in the possibilities of the
Protectorate that they
should be willing to
undertake in it so large
an amount of capital.

"They are perhaps the
~~likely~~ ^{best} embark in a property of this kind
only firm who could
hope successfully to
keep the foreigner
enthusiastic interest alive and

the strength of the English
position, and their continuance
of it, may be gauged from the
fact that they have been able
to obtain from Messrs. W. H. Samuel
and Company a promise of a
large sum ~~from~~ ^{to} be paid by
them ~~in~~ ^{out of} the profits
of the next profits of the
new undertakings simply
on the price of their abandonment
of their rights under
the existing lease. (This
is a consideration to which
due weight must be
attached in criticising
the profit which Messrs.
W. H. Samuel and Company
hope to derive from the
enterprise).

E. G. P. possesses a
locked up for a
further period of 37
years without any
possibility
~~opportunity~~ of con-
pelling the lessees
to take any steps
to exploit it. The
opportunity which now
presents itself of perhaps
placing this in a satisfactory
position is unique and
it is doubtful that

in addition impossible to foretell
what will be the result of
such a policy.

Again here the less
certainly, though it

may be impracticable to
express them in advance

in ~~the shape of~~ money,
in ~~the shape of~~ the

general impetus to

the trade of the country
which cannot fail to

result from the pro-
secution of so large

an enterprise, the

increased receipts from port and
harbour dues and

from ~~the~~ ^{and} ~~the~~ ^{and}
Customs duties, ~~and~~

the ~~and~~ ^{and} ~~the~~ ^{and}
increased ~~and~~ ^{and} ~~the~~ ^{and}

and ~~the~~ ^{and} ~~the~~ ^{and}
and ~~the~~ ^{and} ~~the~~ ^{and}

and ~~the~~ ^{and} ~~the~~ ^{and}
and ~~the~~ ^{and} ~~the~~ ^{and}

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of the Magistrate depositors
and former members
of their financial resources
peculiar qualifications
protection is to be sought in the shape of their
and readiness to contribute
capital to the amount
of something like £100,000
in such valuable
properties as a railway,
a pier, and soda works
in tropical Africa is a
sufficient guarantee of
their confidence in the
conducts of the ~~revenue~~
~~revenue~~
Lord Crewe trusts that
he has shown in this
letter that these pros-
pects involve a
peculiar and
convenient form for

Other have soda and
salt, & the advertising
and the more frequent
calls of vessels at
the ports to make ports
with the same can be done
it will be remembered
that the Company are
bound by the agreement
to give British vessels
under equal conditions
the preference for
carrying our soda or
soda products. Having
regard to these con-
siderations, his
Courtship feels that
it is difficult to
overrate the importance
to the future of the

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Etc.

which it will be remunerative,
is regarded as highly
advantageous to the
P.L. not only by the
Chairman's advisers in
this office, but also by
such recognised authorities
as Mr. Brierton, the
Genl. Director of the
Railway Company,
and Mr. J. Cracker,
the late General Manager
of the North British
Railway. To this body of
opinion has now been
added the weight of
Sir P. Girard, etc., in
his double capacity of an
expert in railway
matters and also
of the P.L., is convinced
that the proposed
arrangement ^{would be} of
the greatest value to
the Etc. for the
county for the prosperity
of which he is now
responsible. His
Lordship

retention of the services
~~and to trust~~ that the
Lords Commissioners
will share his view.

13. In conclusion, I am
urged
to repeat that a
reply to this letter may
be best approached
by the 22nd instant.
The circumstances
the intricacy and difficulty
of the question to be
considered. But A
has already seen a
copy Cained, & speedy
decision is of vital
importance.