



EAST AFR. PROT

29410

REC.
REG. 25 JUN 15

29410.

Sutton,
O'Manney &
Rendall

1915

June

Previous Paper.

29400

EAST AFRICAN ESTATES
LEASE OF LAND IN SENELE PROVINCE

Report receipt of letter from Solicitors to the
Coy stating that they are prepared to agree to
suggested amendments subject to certain observations.
Propose to call to a meeting.

The Telegraph Mr. Reed

We discussed with Mr O'Manney
today You pointed out the impossibility
of allowing the Co to execute an agreement
on the understanding that it did not
necessarily bind them. Mr O'Manney
had try to get them to execute without
reservation - but in the meantime he
telegraphed to the Gov - draft annexed -
to try to get at the facts about the
alleged understanding between him
& Genl Thomas.

Mr O'Manney will send us
revised drafts (covering the other points
on 28/7/6) which can be attached.

to this & 29400 without separate
registration. I wait

Next subsequent Paper

Gen 29710: 15

at once
to 29410/15

06-26/6/15 25.6.15

To Gov let 25 June
Gen 29710: 15
29710: 15
East African Estates Com. 21 July 15

Copy for 540. 23 July 15
33461 A
33461 B
33461 C
33461 D
33461 E
33461 F
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33461 Z

For Rand

The undersigned has been directed
to submit aff. in favor of the point
raised in the letter with regard to
claim 4. There is no record of our
having had the accounts since the
date of Mr. Butterfield's last account
on 26/21/12¹ - except the "summary
analysis" which is dated 13/14/12 (They
are sure to have another copy of this).

W. 20. 7/15

at once.

W. J. R.

20/7/15

TELEGRAPHIC ADDRESS,
"CANNERY LONDON"

TELEPHONE NO 1229 LONDON WALL.

3 & 4, GREAT WINCHESTER STREET,

LONDON E.C.

C. O

29410

REC^d
REG^d 25 JUN 15

2617/1915.

THE 25th 1915

Sir,

EAST AFRICA PROTECTORATE

Lease of Land in the Sagalla Province

8
26/7/15
In further reference to your letter of the 15th instant, we have to inform you that we have to-day received a letter from the Sultan to the Company informing us that they are prepared to agree the amendments suggested in your letter with further reference subject as follows:

10
Clause 3. The Company inform us that the marginal note amendment inserted in the draft which was enclosed with our letter to you of the 5th instant was considered in the course of the negotiations in the Protectorate, and they reserve the right to open the question again at a later date, but they do not wish that the amendment of the Lease should be delayed on this account.

Clause 4. The Company state that they will be glad to come to an agreement with regard to the amount of past expenditure which will cover the cost of development and

26221/12
They think that the Colonial Office have had for some considerable time some of the accounts before them relating to this past expenditure, and they suggest that the Colonial Office should communicate with the Secretary of the Company on the subject, or if preferred, the Secretary of the Company will write to the Colonial Office thereon.

C. case 16 The Company desire that the words "or any extension of such period which may be allowed under Clause 4 sub-section 2 hereof" should be inserted after the words "December 1926".

We propose to call upon Mr. Sagarata in the course of this morning to discuss these amendments.

We are, Sir,

Your obedient servants,

John Dunning Rendell

The Under Secretary of State for the Colonies

25 June 1905 E.A.P.

sent 17pm

365



DRAFT.

For
Nairobi

Ans. 29710

25 June
Jibozo

Very Urgent

East African States
carboired
lowlands lease was

there are arrangements
between you

Thomas under
which Company could

claim 10 set of A

any payment in
respect of retention
Thousand

pound rent against
fifty hundred
phylloben

rent reserved by
new lease for

MINUTE.

Mr. Tennison 25 6 15

Mr. Bostwick 25 6 15 f

Mr.

Mr.

Sir G. Fiddes.

Sir H. Justice

Sir J. Anderson.

Lord Islington.

Mr. Harcourt.

CD
J.B.P.

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TELEGRAMS ADDRESSES
"ORMANNEY LONDON"

TELEPHONE MESSAGES
LONDON WALL

39 & 40 Great Winchester Street.

London E.C. 366

2 Enclos.

June 26th 1915.

Dear Mr. Bottomley,

EAST AFRICA PROTECTORATE

As arranged yesterday I enclose you herewith a further print of the Lowlands Lease and the Bacon Factory Lease. The drafts in this form are as finally settled subject to the marginal note amendment to Clause 3 of the Lowlands Lease in the draft enclosed with my Firm's official letter of the 5th instant which, as you know, is still under discussion.

I wrote to the Company's Solicitors after seeing you yesterday informing them that we were not prepared to agree to the amendment and asking them to obtain their Clients' instructions to withdraw the reservation, but I have not as yet heard from them in reply.

Yours very truly,

Harry A. Ormanney

By Esq.
Solicitor General.

3664

EAST AFRICA PROTECTORATE.

Lease

OF

LANDS IN THE SEYIDIE PROVINCES IN THE EAST
AFRICA PROTECTORATE.

DATED

1915.

SUTTON, GUMANNET & REEDALL,

3 & 4, Great Winchester Street,

London, E.C.

East Africa Protectorate.

This Indenture made this day of 1915

Between SIR REGINALD LAURENCE ANTROBUS K.C.M.G. C.B. MAJOR SIR MAURICE ALEXANDER CAMERON K.C.M.G. late of His Majesty's Corps of Royal Engineers and SIR WILLIAM HEPWORTH MERCER K.C.M.G. all of Whitehall Gardens in the City of Westminster the Crown Agents for the Colonies (hereinafter referred to as "the Crown Agents" which expression shall include where the context so admits the Crown Agents for the Colonies for the time being or their successors in title) acting for and on behalf of THE GOVERNOR OF THE EAST AFRICA PROTECTORATE (hereinafter referred to as "the Governor" on the one part and the EAST AFRICAN ESTATES LIMITED a Company incorporated pursuant to the law of England and having its Registered Office at Carlton House Regent Street in the County of London (hereinafter referred to as "the Lessees" which expression shall include their successors and permitted assigns where the context so admits) of the other part.

Witnesseth that in consideration of the surrender of a former Lease of the hereditaments hereby demised and other hereditaments dated the 20th day of April 1910 and made between the Crown Agents of the one part and the Lessees of the other part and of the rent and reservations hereinafter reserved and of the covenants by the Lessees hereinafter contained or implied by virtue of the provisions of the Crown Lands Ordinance 1902 the Crown Agents hereby demise unto the Lessees First all that piece or parcel of land situate South of Mombasa in the Seyidie Province in the East Africa Protectorate more particularly described in the First Part of the First Schedule hereto. Secondly all that piece or parcel of land situate in the Tarn Desert in the Province of Seyidie in the Protectorate more particularly described in the Second Part of the First Schedule hereto. And Thirdly all that piece or parcel of land situate South of Mombasa in the Province of Seyidie in the Protectorate more particularly described in the Third Part of the First Schedule hereto. Provided that the premises hereby demised shall be subject to delimitation by survey in accordance with the provision in that behalf hereinafter contained.

2. Except and reserving out of the demise hereby made ^{Exceptions and reservations.} all roads ways waterways and passages in through upon or

over the demised premises (but with a right for the Lessees to use the same in common with all other persons having the like right) and excepting and reserving unto the Crown Agents and the Governor and their and his Lessees all such precious stones mines minerals and mineral oil in or under the demised premises with all such powers of working winning getting and making merchantable the same as are in Clause 20 hereinafter mentioned or referred to And excepting also and reserving unto the Crown Agents and the Governor the waters of any river stream or lake flowing or being in through or upon the demised premises with full liberty and right to use the said excepted waters or any of them or any other waters which may be or be found in or about the demised premises for the supply of water or power for any Government purpose whatsoever or for the purpose of working winning getting and making merchantable any of the mines minerals and mineral oil hereinbefore excepted and for such purpose or purposes to dig or sink such wells or bore-holes and to divert stop or dam such streams or watercourses at to make and maintain such power stations pumps watercourses culverts lines of pipes drains reservoirs or other works upon in or through the demised premises as the Governor shall think desirable and from time to time with workmen and others to enter on the demised premises and to repair renew cleanse and enlarge the said power stations pumps wells bore holes watercourses culverts pipes drains reservoirs and other works. And it is hereby agreed that no compensation shall be payable to the Lessees in respect of the liberties and privileges hereby excepted and reserved or in respect of any damage arising from the exercise thereof save as in Clause 20 hereinafter expressly mentioned and save also that the Lessees shall be entitled to such compensation for damage caused by the exercise of the said liberties and privileges to any irrigation works actually constructed by the Lessees and to any part of the demised premises irrigated by means of such works as in case of difference shall be fixed by arbitration as hereinafter provided. TO HOLD the said lands (except as aforesaid) unto the Lessees for the term of 99 years from the 1st day of January 1914 subject save where expressly herein otherwise provided to the provisions of the Crown Lands Ordinance 1902 and to the Rules for the time being in force under the said Ordinance.

Term of
Lease.

Rents.

3. YIELDING AND PAYING therefor in advance payable (save as herein otherwise provided) on the 1st day of January in every year the rents in respect of the premises demised hereinafter set forth and save as herein otherwise provided yielding and paying proportionate amounts in respect of any period less than one year as follows that is to say :-

I. In respect of the premises demised in the First Part of the First Schedule hereto—

- (a) Rent at the rate of £50 per annum until such time as the said premises shall be delimited by survey. The first of such payments (being the sum of £100 the receipt whereof is hereby acknowledged in respect of the years 1914 and 1915) shall be paid on the date of the execution of these presents.
- (b) Thereafter rent at the rate of £1,500 per annum for a period of five years commencing from the date of the approval by the Director of Surveys for the time being to the Government of the Protectorate (which Government is hereinafter referred to as the Government) of the plan of the demised premises.
- (c) Thereafter rent at the rate of £2,000 per annum for and in respect of the residue of the term 99 years from the 1st day of January 1914.

II. The rent in respect of the premises demised in the Second Part of the First Schedule hereto shall be deemed to be included in the rental specified to be paid for the area set forth in the First Part of the First Schedule hereto and no additional sum shall be demanded or paid in respect thereof.

III. In respect of the premises demised in the Third Part of the First Schedule hereto—

- (a) Rent at the rate of six cents per acre per annum commencing from the date of the approval of the plan by the said Director of Surveys
- (b) Additional rent at the rate of Rs. 15 per acre per annum in respect of all lands sold sub-leased sub-let or otherwise disposed of by the Lessees for residential or business sites.

Such additional rent shall become due from the date of the execution by the Lessees of the deed purporting to sell sub-lease sub-let or otherwise dispose of such lands.

Provided that if any increased or additional rent shall become payable for the first time on any date other than the 1st day of January, a proportionate part thereof down to the end of the year shall be paid on the date on which it so first becomes payable and thereafter the whole annual amount thereof shall be payable in advance on every succeeding 1st day of January.

Lessees to
improve and
develop the
lands.

4. (I.) And the Lessees hereby covenant with the Crown Agents that they the Lessees and/or their Sub-Lessees and permitted assigns will improve and develop the demised premises up to and by the expenditure of the sums set out in the Second Schedule hereto and within the periods stated in that Schedule. The said expenditure shall be to the satisfaction of the Governor or such official as he shall appoint and shall be confined to those matters and things set out in the Third Schedule hereto. In ascertaining the value of such development the following expenditure shall not be included viz. (a) the General Manager's salary except when such General Manager is permanently resident in the Protectorate and (b) the expenses and salaries in connection with any Board of Directors and a London office but all expenditure incurred (subject as hereinbefore provided in sub-Sections (a) and (b) of this Section) on the premises hereinbefore demised up to and including the date of commencement of these presents shall be included in ascertaining the value of such development.

(II.) Provided that if at any time during the periods limited in the Second Schedule hereto there shall occur a shortage of labour or some act of God likely to act detrimentally to the Lessees in the fulfilment of their obligations in respect of improvement and development they the Lessees shall immediately notify the Governor in writing and the Governor may if after due inquiry he is satisfied that such shortage of labour has arisen from causes beyond the control of the Lessees and has prevented the Lessees from carrying out their said obligations or that such act of God has prevented the Lessees from carrying out their said obligations grant a certificate of exemption for such period as he shall deem just and the period granted in such certificate shall be added to the periods specified in the Second Schedule hereto.

(III.) The Lessees will keep proper books and accounts for the purpose of showing all expenditure by them pursuant to this Clause and will at all times permit the Governor or such person as he may appoint to inspect the same and to take copies thereof and to make extracts therefrom as he shall think fit and further will on receipt of three calendar months' notice in writing from the Governor so to do supply all vouchers certifying such expenditure.

(IV.) The Lessees will at all times permit all officers of the Government to enter upon and inspect the demised premises and all improvements works and buildings which may be in or upon the same and to have communications with all persons resident therein and will in like manner permit the entry of engineers surveyors and other servants of the Government who may have occasion to take levels or make any other form of preliminary observation in connexion with the inception of any works which may in the opinion of the

Governor be necessary for the improvement of communications or for fulfilment of the requirements of persons resident within the demised premises or within areas adjacent thereto.

5. If the Lessees shall make default in the performance of any of the obligations imposed on them by these presents for the development and improvement of the demised premises they shall without prejudice to any other remedies which the Crown Agents or the Governor may have hereunder pay to the Governor as liquidated and ascertained damages and not as a penalty the sum of Rs. 15 for every day in respect of which default is made. Damages in case of non-development.

6. And the Lessees hereby covenant with the Crown Agents in respect of the premises described in the Third Part of the First Schedule hereto that they the Lessees on receipt of a notice in writing from the Governor so to do shall in addition to the survey to be made in accordance with Clause 11 hereof cause to be surveyed to the approval of the Governor and at the Lessees' expense suitable plots for residential and business purposes on the aforesaid demised premises and shall offer the same for sale by auction or sub-lease within a reasonable time of receipt of such notice at an upset price and upon conditions to be mutually agreed between the Lessees and the Governor. Provided (a) that the Governor is satisfied that there exists a reasonable demand for such plots; (b) that the Governor is satisfied that such land is not required by the Lessees for the purposes of any harbour railway or wharf scheme in connexion with the premises demised in these presents or for the housing of their employees, and (c) that it shall not be competent for the Governor so to call upon the Lessees to perform the obligations hereinbefore in this Section specified after the expiration of fifteen years from the 1st day of January 1914. Lessees to survey and offer lands in Third Part of First Schedule for residential purposes.

7. And the Lessees hereby covenant with the Crown Agents in respect of the premises referred to in the Second Part of the First Schedule hereto that they the Lessees will on or before the expiration of five years from the date of these presents select and notify the Governor in writing the locality and position as near as may be possible of the area to be included in the demise under that part of the First Schedule hereto in default of which notification all rights and privileges of the Lessees in relation to such area shall absolutely cease and determine. And it is hereby further agreed that the Lessees shall not be entitled to nor shall they receive any abatement in the rents hereby reserved nor any compensation whatsoever either for the rights and privileges so determined or for any delay in the execution of the survey of the premises referred to in that part of the First Schedule hereto. Lands in Second Part of First Schedule to be selected within five years.

Lands
required for
Government
or Admiralty
purposes to be
surrendered.

8. And the Lessees hereby covenant with the Crown Agents in respect of the whole of the premises hereinbefore demised that they will upon receipt of a notice in writing from the Governor so to do surrender at any time all and any lands which may be required for Government or Admiralty purposes without any abatements in the rents hereby reserved and without any compensation for the land so surrendered except that such compensation shall be paid for all works buildings and developments upon the land so surrendered as in the event of a difference shall be settled by arbitration as hereinafter provided.

Lands to be
used for
agricultural
purposes only.

9. The Lessees shall use the said land for the purposes of grazing and agriculture only and for no other purpose whatsoever unless thereto expressly authorized in writing by the Governor. Provided that the Lessees shall subject to the provisions of these presents and subject to the rights of the Crown ^{and any persons holding} ~~land above or below the demised premises to an unaltered and undiminished supply of water from any river stream or lake flowing or being in through or upon or partly in through or upon the demised premises~~ ^{and any persons holding} for the purpose and in the course of such user have power to do any or all of the following acts or things namely:—

(a) To make erect alter and maintain any residences factories workshops stores and other buildings wharves railways tramways roads paths dams waterways irrigation works machinery plant and appliances upon the demised premises which may be necessary or expedient for the purpose of any operations authorized under or by virtue of these presents.

(b) To get from the demised lands clay (except china clay) country rock gravel lime sand shell shingle slate and surface salt and to use or dispose of the same whether in the raw or manufactured state.

No precious
stones or
minerals to
be taken.

10. The Lessees will not at any time during the said term use the demised premises for any purposes not authorized by virtue of or under these presents and in particular and without prejudice to the generality of the preceding provisions will not at any time get or remove from the demised premises any precious stones or any ores or minerals or mineral oil except such clay rock gravel lime sand shell shingle slate and surface salt as are hereinbefore authorized to be gotten by the Lessees.

Survey to be
made.

11. A survey of the lands hereby demised or intended to be shall be made by the Government and the costs thereof paid by the Lessees and until the completion of such survey any question as to whether any land forms part of the land hereby leased shall be referred to the Recorder of Titles for the time being of the Protectorate whose decision shall be final pending the completion of such survey.

and any persons holding land below or adjoining the demised premises to a reasonable full and pure supply of water.

The boundaries of the said lands shall be beaconed and mapped in such manner as the said Director of Surveys may deem necessary and all lands excluded in the First Second and Third Parts of the First Schedule hereto shall be demarcated upon the ground and shall not be included in the survey plans of the premises hereby demised.

Provided that the Lessees may employ surveyors to be approved by the said Director of Surveys and the Lessees at their own cost shall furnish the said Director of Surveys with the originals or true copies of all plans prepared by such surveyors in duplicate one on stout drawing paper and one on tracing linen together with the original field notes calculations and computations and no survey carried out by such surveyor shall be accepted or passed before it has been approved by the said Director of Surveys.

12. The Lessees will during the last ten years of the said term keep in good and substantial repair and condition all residences factories workshops stores and other buildings and all wharves railways tramways roads paths dams waterways irrigation works machinery plant and appliances which shall be in existence upon the demised premises at any time within such period of ten years (except any constructed for the purpose of working any minerals hereby reserved) and will on the determination by any means of the said term deliver up to the Governor the demised premises and (subject to the provisions in these presents contained) all such buildings works machinery plant and appliances as hereinbefore mentioned in the state of order and condition in which the same ought to be under these presents.

Lessees to keep buildings &c in repair.

13. The Lessees will not assign transfer or otherwise part with the possession of the demised premises or any part thereof otherwise than by sub-lease without the consent in writing of the Governor or the Crown Agents previously obtained provided that the Lessees shall notify the Governor or the Crown Agents forthwith of any sub-lease or sub-letting of any portion of the premises demised under the Third Part of the First Schedule hereto.

Lessees not to assign without permission.

14. The Lessees will provide at their own expense a competent and suitable resident agent or representative upon the demised premises to whom all notices and directions under these presents may be given *and the terms shall be such as to require the payment of the same and release of each bond or responsibility of any alterations in the name or nature of the premises or of the person or persons occupying them.*

Lessees to provide resident agent.

15. The Lessees shall always be and remain British subjects or a British Company having its principal office in Great Britain and (except with the express permission of the Crown Agents or the Governor in any particular case) the Lessees' principal representative in the Protectorate and all the Directors of the Lessees if a Company shall always be either natural born British subjects or persons who shall have been naturalized as British subjects by or under an Imperial Act of Parliament or some statute or ordinance of some British Colony or Dependency.

Lessees to be British subjects.

any building for native houses, warehouses, and for all domestic purposes the nature of any latrine or stream within the demised premises.

Proviso for
re-entry in
case of
abandonment
or non-
development.

16. If after the 31st day of December 1925 the Lessees shall at any time during the residue of the term of the lease abandon or totally cease to occupy the demised premises or shall cease to maintain improvements to the value of £100,000 upon the demised premises then the Governor shall be at liberty (without prejudice to any other rights or powers under these presents to which he may be entitled) to re-enter upon the said demised premises or any portions thereof in the name of the whole and thereupon all rights and privileges conceded to the Lessees by virtue of these presents shall cease and determine.

Lessees to
have power
to remove
plant &c.

17. The Lessees having paid the several rents and moneys payable by them under these presents and observed and performed the covenants and conditions on the part of the Lessees herein contained shall be at liberty at the expiration or sooner determination of the said term or within a calendar months thereafter to remove from the demised premises their fixed and movable machinery plant and appliances which the Governor shall not have elected to purchase under the provisions of these presents other than station buildings goods-sheds platforms bridges culverts and other permanent buildings or works and the permanent way of railways and tramways (including in the expression permanent way the rails sleepers turntables telegraph and signal posts and the lines and signals thereof). Provided always the Lessees shall make reasonable compensation for all damage done to the demised premises by such removal.

Power to
Governor to
purchase
plant &c.

18. If at the expiration or sooner determination of the said term the Governor shall desire to purchase all or any of the fixed and moveable machinery plant or appliances of the Lessees in or about the demised premises other than such part or parts thereof as is or are excepted in Clause 17 hereof and shall give to the Lessees notice in writing of such desire at or before the expiration or sooner determination of the said term or within one calendar month after the expiration or determination of the same then the machinery plant or appliances specified in such notice shall not be removed by the Lessees from the demised premises but the Lessees shall sell and the Governor or his nominees shall purchase the machinery plant and appliances so specified at a price to be fixed in case the parties differ by arbitration under the provisions hereinafter contained.

Lessees to
furnish
information.

19. The Lessees shall render all such information documentary or otherwise facilities and assistance as may from time to time be required by the Crown Agents or the Governor for carrying into effect the provisions of these presents.

Power to
Governor to
work
minerals.

20. Notwithstanding anything herein or in the said Ordinance contained the Governor may from time to time authorize any person or persons or corporation to prospect search for win work smelt

make merchantable and take away any minerals (including china clay and mineral oil) ores of precious stones in and/or upon the demised premises or any part thereof and to open any mine and to construct sink and maintain in or upon the same or any part thereof all such shaft pits buildings plant machinery works and other conveniences and to carry on in or upon the demised premises or any part thereof all such mining smelting and other operations as may be necessary or expedient for any such purpose as aforesaid but only upon the terms that the said person or persons or corporation shall pay to the Lessees such compensation for any injuries caused to the Lessees or their property by any such acts and operations as aforesaid as in case of difference shall be fixed by arbitration under the provisions hereinafter contained.

21. Notwithstanding anything herein contained the right of access to all existing springs and wells shall be maintained and continued and all natives shall be entitled to exercise on or over any part of the demised premises which in the opinion of the Governor shall for the time being not be actually under cultivation by the Lessees all such rights of collecting firewood hunting taking and snaring fish and game for their own use and not for sale and such other customary rights as in the opinion of the Governor may have been heretofore exercised by natives on or over the demised premises or any part thereof and the demise made by these presents and the interests of the Lessees thereunder shall be subject to all such rights.

{ Preservation
of rights of
natives

22. The receipt of **any** rent or other moneys by or on the part of the Crown Agents or of the Governor shall not be or be construed as a waiver of any antecedent or then subsisting breach of any of the covenants or agreements on the part of the Lessees herein contained or implied or of any rights or remedies of the Crown Agents or of the Governor by virtue of or in connection with any such breach.

Receipt of
rent not to be
a waiver of
breaches of
covenant.

23. Any notice to be given under these presents or relating to the demised premises ~~may~~ in addition to any other method for the time being authorized for serving the same be given to the Lessees by leaving the same at their registered offices for the time being in England or with their agent or representative for the time being on the demised premises or by leaving the same for the Lessees at any office on the demised premises and any notice so left shall be deemed to have been given at the time when it was so left.

o Notices

24. Every notice or other document to be made or executed on behalf of the Crown Agents under these presents or relating to the demised premises shall be sufficiently made and executed if made or executed by one of the Crown Agents and every such notice or document to be made or executed on behalf of the Governor shall be

U As to notices
by Crown
Agents and
Governor.

sufficiently made or executed it made or executed by the Governor for the time being.

Power to
Crown Agents
to delegate or
transfer
powers.

25. The Crown Agents may from time to time delegate to any person persons or corporation all or any of the powers or discretions by these presents vested in or given or reserved to the Crown Agents or may by writing under their hands transfer to any other person persons or corporation all or any of the powers or discretions given to or vested in the Governor by these presents and such delegation or transfer may be made to take effect for a fixed or determinable period or till further order by the Crown Agents and with and subject to such authorities and limitations or absolutely and in all respects in such manner as the Crown Agents shall from time to time determine.

Crown Agents
and Governor
not to be
personally
liable.

26. Nothing herein contained shall impose any personal liability on the Crown Agents or the Governor or any person persons or corporation acting under the authority of the Crown Agents or the Governor.

Arbitration
Clause.

27. Any dispute difference or question which may at any time arise out of or under the Crown Agents or the Governor on the one hand and the lessors or any person persons or corporation claiming the other and the lessors on the other hand touching the construction meaning and effect of these presents or of any award made in pursuance thereof or of any thing contained herein or in any such award as respects the duties or liabilities of the Crown Agents or the Governor or the lessors or any such person persons or corporation as aforesaid shall except in any case where the same is under provision herein contained to be otherwise referred be referred to arbitration as provided for in the Arbitration Ordinance 1913 or any Ordinance or Law amending or replacing the same for the time being in force.

Coven.

28. The lessors shall at the execution of this lease pay to the Crown Agents the sum payable by the Crown Agents to their Solicitors for and in respect of their costs charges and expenses in and about the negotiation preparation printing and approval of this lease.

Marginal
notes.

29. The marginal notes to these presents are intended for purposes of reference only and do not form part of these presents and shall not be taken into consideration in ascertaining the construction of these presents or of any clause or provision herein contained.

In witness &c.

The First Schedule hereinbefore referred to.

THE FIRST PART.

Land situate South of Mombasa in the East Africa Protectorate containing an area not exceeding 250,000 acres within the following boundaries namely :-

ON THE NORTH by a line one mile south of and parallel to the high water mark commencing at Ras Muake Senge and continuing in a generally westerly direction along Port Ritz and the right bank of the ~~Nwachi~~ ^{Nwachi} River.

ON THE EAST by the coast high water mark.

ON THE SOUTH by the Anglo-German boundary.

ON THE WEST by a line joining the northern and southern boundaries at such distance to the west of the eastern boundary as shall include an area not exceeding 250,000 acres and so surveyed that the general direction of this boundary shall so far as possible be parallel to a line drawn from the flagstaff at Shimoni to the lighthouse at Mombasa Island.

The said area shall be determined after excluding all land of the following descriptions viz. :- (a) land at Gazi Shimoni Vanga and other places as may be deemed necessary by the Governor for Government or Admiralty purposes, (b) land already leased or granted, (c) land the subject of what is known as the Diespooker and Macallister Concessions, (d) land privately owned, (e) tree forest areas exceeding one square mile in extent, (f) native reserves, (g) mangrove forests.

The said area will be more particularly delineated and described on the plan to be prepared after the survey of the said area has been completed and for the purpose of identification to be signed by the said Director of Surveys and some person on behalf of the Lessees and thereon coloured pink subject as hereinbefore provided.

THE SECOND PART.

An area of land not exceeding 100,000 acres to be selected in accordance with Clause 7 hereof south of the Uganda Railway and between the road from Mito Andet to Taveta and a line drawn as nearly as possible parallel to the said road from the most western point of the Samburu station of the Uganda Railway.

The said area shall be surveyed as far as possible in one rectangular block of which the greatest length shall not exceed twice the greatest breadth. The said area shall be determined after excluding all land of the following description viz. :—(a) native reserves (b) game reserves (c) lands alienated or agreed to be alienated prior to the date upon which the selection of the said area is declared, *provided that no such alienation shall be made or agreed to be made before the conclusion of the present war between Great Britain and Germany and after that date without giving to the Lessees a previous written notice in writing which shall have the effect of notice served on part of the property to be enclosed in the said notice.*

Such area will be more particularly delineated and described on the plan to be prepared after the survey of the said area has been completed and for the purpose of identification to be signed by the said Director of Surveys and some person on behalf of the Lessees and thereon coloured blue subject as hereinbefore provided.

THE THIRD PART.

Land South of Mombasa in the East Africa Protectorate being a strip one mile in depth measured inland from the high water mark extending between Ras Muake Senge and the upper end of Port Rita excluding therefrom all land at present in Government occupation all land required for Admiralty purposes all land already leased or granted by the Government and all land privately owned. The said area will be more particularly delineated and described on the plan to be prepared after the survey of the said area has been completed and for the purpose of identification to be signed by the said Director of Surveys and some person on behalf of the Lessees and thereon coloured green subject as hereinbefore provided.

The Second Schedule hereinbefore referred to.

Amount of expenditure and period by which such development shall be completed.

A total of -

£

40,000 by 31st December ~~1918~~ 1918/19

60,000 " " ~~1919~~ 1919/20

80,000 " " ~~1920~~ 1920/21 set as provided

100,000 " " ~~1921~~ 1921/22

The Third Schedule hereinbefore referred to.

Reservoirs & New Works
 Farm buildings and dwelling-houses of all descriptions.
 Fencing.
 Water furrows.
 Planting trees or live hedges.
 Walls.
 Wells.
 Draining land or reclamation of swamp.
 Road making.
 Bridges.
 Clearing of land for agricultural purposes.
 Laying out and cultivating gardens and nurseries.
 Water boring.
 Water races.
 Sheep or cattle dips.
 Embankments or protective works of any kind.
 Planting of long-lived crops.
 Water tanks.
 Irrigation works.
 Fixed machinery.
 Reservoirs.
 Dams of a permanent nature.
 Railroads tramlines and trolley lines.
 Motor tractors and any form of mechanical traction in permanent use on the demised premises.

S EXP
29440/15

381

2 copies SC

21 July 1915

Shubee PCW

DRAFT.

Secretary

East African Estates Ltd.

MINUTE.

Mr. Bostwick 20/7/15

Mr. Read 20/7

Mr.

Mr.

Sir G. Fiddes.

Sir H. Just.

Sir J. Anderson.

Lord Bismarck 1 August.

Mr. Hargrave.

Further minute

(13449)
12

(with 12)

(has Bostwick minute
on 22/11/15)

Sir,

I am directed by Mr
Sey. Brown Law to
advise you that he understands
from the Solicitor,
C. A. for the Col. that
you are under the
impression that certain
documents relating to the
E. African Estates, Ltd.,
which were transmitted
with your letter of the
24th of April 1912, are
still in the possession of
this Office. With the
exception of the Summary
Analysis, which was
sent to you if you have thought no copy, the
documents are returned
again on the 19th of October 1912.

1912, in accordance with
your request of the
previous day.

2. The Board now
understands that he
may expect to hear from
the C. & N. B. Co. on
the subject of the
amount of post
expenditure which they
wish to be counted as
part of the development
expenditure under the
new roads.

2
3

of State

1812, in accordance with

Your request of the
previous day.

I. W. Bonar Law
understands that he
may expect to hear from
the C. & P. S. on the
subject of the
amount of past
expenditure which they
wish to be counted as
part of the development
expenditure under the
new lease.

2
3

of State