

EAST AFR. PROT

31223

REC'D
REF. 8 JUL 15

31223

John Cunningham
of Dundee

1915

7 July

last previous Paper

8
30110

Leases to E Africa. Estates Lt.

Sends prints of two Leases 31 May 15 -
 (1) Lands in Seyed & Khamba Provinces. (2) Lands
 at Lemuru (Bacon Factory) - reports receipt
 of £100 from Co in respect of rent payable under
 provisions of Lease 10.

Mr T. B. Rogers
 Mr Reed

I went for the final report and
 then send out to Gov.

Gov. 8/7/15

Mr. Cunningham has managed
 this very well I think.

CB 9/7/15

Mr. J. F. Fiddes.

You may like to see what
 Mr. Thompson says as proposed?
 H. J. R.

9/7/15
 alone 9/7/15

last subsequent Paper

6 a
 32903

TELEGRAPHIC ADDRESS,
LONDON

TELEPHONE NO. 3000 LONDON WALL.

3 & 4, GREAT WINCHESTER STREET,

LONDON

31223
Recd 8 JUL 15

REV 10/1915.

July 7th 1915.

385

Sir,

EAST AFRICA PROTECTORATE
Lease of Lands in the Seydis Province
-and-
Bacon Factory Lease.

8/30110
In further reference to our letter of the 29th ultimo, we have to inform you that we have to-day received from the Solicitors for the East African Estates Limited these two Leases duly executed by the Company, and we enclose you herewith for your reference prints of the two Leases in the form executed by the Company.

With regard to the Lease of Lands in the Seydis Province, we have also received a cheque for £100 from the Company in respect of the rents payable under Clause 3, sub-section 1 (a).

In confirmation of our conversation on the telephone with Mr. Jappson this afternoon, we understand that you will give the necessary instructions to the Crown Agents to execute the Leases, and we propose to call upon

TELEGRAPHIC ADDRESS,
"THE EAST AFRICAN"
TELEPHONE NO 1000 LONDON WALL.

3 & 4, GREAT WINCHESTER STREET.

RECEIVED
8 JUL 15

July 7th 1915.

385

Sir,

EAST AFRICA PROTECTORATE

Lease of Lands in the Seyedie Province
-and-
Bacon Factory Lease.

8/30110
In further reference to our letter of the 29th ultimo, we have to inform you that we have today received from the Solicitors for the East African Estates Limited these two Leases duly executed by the Company, and we enclose you herewith for your reference prints of the two Leases in the form executed by the Company.

With regard to the Lease of Lands in the Seyedie Province, we have also received a cheque for £100 from the Company in respect of the rents payable under Clause 3, sub-section (a).

In confirmation of our conversation on the telephone with Mr. Munnison this afternoon, we understand that you will give the necessary instructions to the Crown Agents to execute the Leases, and we propose to call upon

them on Friday afternoon to obtain their signatures
thereto.

We have the honour to be,

Sir,

Your obedient Servants,

John A. R. R.

The Under Secretary of State for the Colonies.

EAST AFRICA PROTECTORATE.

Lease

LANDS SITUATE AT LIMURU IN THE EAST AFRICA
PROTECTORATE.

DATE 31.12.1913

800
OFFICE, SECRETARY OF LANDS

NO. 10, 11, 12, 13

PROSECUTION

PROSECUTION

East Africa Protectorate.

This Indenture made the 31st day of May 1915

Between SIR REGIN D. 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") of 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 where the
context so admits their successors and permitted assigns) of the
other part

Whereas the Lessees have up to the date of these presents
performed all their obligations under a former Lease dated the
30th day of April 1910 and made between the Crown Agents of
the one part and the Lessees of the other part in respect of the
premises hereby demised and in respect of the building and construction
of a bacon factory therein mentioned.

Tract.

1. **Now this Indenture witnesseth** that in consideration of the surrender of the said former Lease of the hereditaments hereby demised and other hereditaments dated the 20th day of April 1910 and of the rent and reservations hereinafter reserved and of the covenants by the Lessees hereinafter contained the Crown Agents hereby demise unto the Lessees All and singular the lands hereditaments and property situate in the Protectorate more particularly described in the Schedule hereto.

Exceptions and reservations.

2. Except and reserving out of the demise hereby made First: All and singular the mines minerals mineral oil and precious stones within or under the demised premises together with full liberty and power to work and get the same and such other rights and privileges over or in respect of the demised premises as are in these presents reserved and contained. And Secondly The waters of any river or lake And except and reserving unto the Crown Agents and the Governor 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 and for this purpose to dig or sink such wells and bore-holes and to divert stop or dam such streams or watercourses and to make and maintain such watercourses culverts lines of pipes drains or reservoirs in or through the demised premises as the Crown Agents or the Governor may think desirable. And also reserving liberty as aforesaid time & place with workmen and others to enter on the demised premises and to repair renew cleanse enlarge and extend the said wells bore-holes watercourses culverts pipes drains and reservoirs. 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 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 hereditaments and premises (except as aforesaid) unto the Lessees for the term of 99 years to be computed from the 9th day of October 1908.

Terms of Lease.

Rent.

3. **YIELDING AND PAYING** therefor the yearly rent of £8 6s. 8d. such payment of rent to be payable in advance and made on the 1st day of January in every year.

4. The provisions of these presents and the Ordinances and Orders of the Lessees thereunder shall except where expressly herein otherwise provided be subject in all respects to the Ordinances Orders Enactments Rules and Regulations which now are or may from time to time hereafter be in force in the Protectorate with respect to the tenure or occupation of lands or the production collection or exportation of timber or other produce and the Lessees will during the continuance of the said term duly comply with all such Ordinances Orders Enactments Rules and Regulations. And in particular except as aforesaid will perform and observe fulfil and comply with all the covenants clauses and provisions relating to Lessees to compensation and the general provisions implied on the part of the Lessees by the Crown Lands Ordinance 1902 or all such covenants clauses and provisions as would be implied on that part of these presents were a Lease under such Ordinance in like manner as if the said covenants clauses and provisions were set forth in these presents. Furthermore these presents shall except as aforesaid operate and take effect as a Lease under the said Ordinance for the special purposes hereinafter mentioned. And the covenants on the part of the Governor to be by the said Ordinance implied shall take effect as covenants by the Crown Agents on behalf of the Governor.

5. Subject to the provisions of these presents the Lessees shall work and use the said demised premises for the breeding raising and keeping of swine and other cattle. Provided always that the Lessees shall subject to the provisions of these presents and for the purpose and in the course of such working and use have power to do all or any of the following acts and things that is to say:-

- (i) To breed raise and keep swine and other cattle previously approved in writing by the Governor
- (ii) To establish and maintain upon the demised premises a suitable Bacon Factory with all proper machinery and appliances.
- (iii) To plant grow cultivate and crop in accordance with the provisions of these presents cereal leguminous or other crops to be used as fodder or litter for the said swine and other cattle.
- (iv) Subject to the consent of the Governor to utilise for the purposes of the demised premises or any produce thereof for motive power irrigation and for all domestic purposes the waters of any lake or river within the demised premises and to take use and enjoy such quantity of the water of any such lake or river as the Governor shall from time to time in writing define and to return to the same lake or river any surplus thereof subject nevertheless to Clauses 8 and 9 of these presents and to

such period of 10 years and the Lessees 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 buildings roads tramways railways and machinery thereon in the state of order and condition in which the same ought to be under these presents.

Not to assign
etc without
consent.

12. The Lessees will not assign underlet or part with the possession of the demised premises or any part thereof without the consent in writing of the Governor or the Crown Agents previously obtained who may (without prejudice to his or their right to refuse such consent on any other ground) require as a condition of giving such consent the assignee or assignees at his or their expense to execute a deed of covenant to observe and perform the covenants and conditions on the part of the Lessees in these presents contained or such other document as the Governor or the Crown Agents may require for rendering such assignee or assignees liable to perform and observe the said covenants and conditions in like manner as though he or they had been parties to these presents in place of the Lessees or as nearly so as circumstances will admit.

To be
inserted
in the
instrument

13. The Lessees will provide at their own expense a competent and suitable agent or representative resident in the Protectorate to whom all notices and directions under these presents may be given, and the Lessees shall forthwith notify the Governor of the name and address of such agent or representative and of any change in the name and address of such agent or representative.

Not to be
inserted
in the
instrument

14. The Lessees will not at any time during the continuance of the said term sell give barter or otherwise dispose of any arms or ammunition of any description to any native or natives or permit or suffer their agents or employees or any of them to make any such sale gift barter or other disposition.

Not to be
inserted
in the
instrument

15. The Lessees will not at any time during the continuance of the said term sell give barter or otherwise dispose of any spirituous liquors to any native or natives or permit or suffer their agents or employees or any of them to make any such sale gift barter or disposition. And the Lessees their agents and employees will not import or cause the importation of any spirituous liquors into the Protectorate or any part thereof otherwise than for the use of European agents or employees of the Lessees and subject to such provisions as may for the time being in force in the Protectorate in respect of such spirituous liquors and the importation thereof.

Not to be
inserted
in the
instrument

16. The Lessees will always be and remain a British Company and shall have their principal office in Great Britain and (except with the express permission of the Crown Agents or the Governor or

any particular case) the Lessees principal representative in the Colony and all the Directors of the Lessees Company shall always be either natural born British subjects or persons who shall have been naturalised as British subjects by or under an Imperial Act of Parliament or some Statute or Ordinance of some British Colony or Dependency.

Not to be
inserted
in the
instrument

17. If the Lessees shall at any time during the said term abandon or totally cease to occupy the demised premises or shall fail to comply with the provisions of Clauses 10 and 11 hereof 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 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.

Not to be
inserted
in the
instrument

18. 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 two calendar months thereafter to remove from the demised premises their fixed and moveable 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.

Not to be
inserted
in the
instrument

19. 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 18 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.

Not to be
inserted
in the
instrument

20. The Lessees shall render all such information documentary or otherwise facilities and assistance as may from time to time be

requires by the Governor for carrying into effect the provisions of these presents.

Power to
Governor to
make
Ordinance

21. Notwithstanding anything herein or in the said Ordinances contained the Governor may from time to time authorize any person or persons or corporation to prospect search for tin work and make merchantable and take away any minerals (including china clay and mineral oil ores or precious stones in and upon the designated premises or any part thereof and to open any mine and to construct sink and maintain it, or upon the same or any part thereof all such shafts pits buildings plant machinery works and other conveniences and to carry on in or upon the designated premises or any part thereof all such mining smelting and other operations as may be necessary or expedient for any such purpose as aforesaid to carry up to the term 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 and in case of difference shall be fixed by arbitration under the provisions hereinafter contained.

Noting
Customary
rights of
tribes

22. Now that nothing anything herein or in the said Ordinances shall be construed to exercise on or over any part of the designated premises which in the opinion of the Governor is or is to be land not being actually under cultivation by the Lessees or such rights of collecting honey or hunting taking and so on as should have been then heretofore exercised by natives or over the designated premises or any part thereof and the same made by these presents and the interest of the Lessees therein but shall be subject to all such rights.

Power to
Governor to
make
Ordinance

23. The receipt of any rent or other money payable on the part of the Lessees to the Crown Agents or of the Governor shall not be construed to be 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 made or of any rights or remedies of the Crown Agents or of the Governor or of any of the persons named with any such breach.

Power to
Governor to
make
Ordinance

24. The Governor may from time to time delegate to any person or persons or corporation all or any of the powers or discretions in these presents vested in or given or reserved to the Crown Agents or the Governor and such delegation may be made to take effect from a determinable period or till further order by the Crown Agents or the Governor and subject to such authorities and limitations or alterations in all respects in such manner as the Crown Agents shall from time to time determine.

25. Any notice to be given under these presents or relating to the designated premises may in addition to any other notice for the time being authorised for serving the same be given to the Lessees by leaving the same at their registered office for the time being in England or with their agent or representative for the time being resident in the Straits Settlements and any notice so given shall be deemed to have been given at the time when it was so given.

As to notice
by Crown
Agents and
Governor

26. Every notice or other document to be made or executed on behalf of the Crown Agents under these presents or relating to the designated premises shall be sufficiently made and executed if made or executed by one of the Crown Agents and every such notice or document so made or executed on behalf of the Governor shall be sufficiently made or executed if made or executed by the Governor for the time being.

27. 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.

28. Any and every dispute difference or question which may at any time arise between the Crown Agents or the Governor on the one hand and the Lessees or any person persons or corporation claiming through or under the Lessees on the other hand touching the construction meaning and effect of these presents or of any Award made in pursuance hereof or any clause or thing contained herein or a copy such Award as aforesaid or the rights or liabilities of the Crown Agents or the Governor or the Lessees or any such person or corporation as aforesaid shall except in any case where the same is under any provision herein contained to be referred to arbitration be referred to arbitration as provided for in the Arbitration Ordinance 1912 or any Ordinance in force substituting or replacing the same for the time being in force.

29. The Lessees shall on the execution of this Ordinance be responsible to the Crown Agents for and in respect of their costs charges and expenses in and about the preparation printing and approval of these presents.

30. It is hereby agreed and declared that the marginal marginal notes to these presents are intended for purposes of reference only and shall not be taken into consideration in ascertaining the construction of these presents or any clause or provision thereof.

It is agreed whereof the Crown Agents have hereunto set their respective hands and seals and the Lessees have caused their Common Seal to be hereunto affixed the day and year first above written.

I hereby certify that the

A piece of land situate at Limuru in the East Africa Protectorate
 a forestal containing an area not exceeding 2,000 acres which said
 premises are more particularly delineated and described in the plan
 annexed to these presents and the said coloured yellow subject
 hereinbefore provided.

Signed Sealed and Delivered by the
 above-named REGINALD LAURENCE
 ATTORNEY MAURICE ALEXANDER
 CAMERON and WILLIAM HEPPWORTH
 MERCER in the presence of

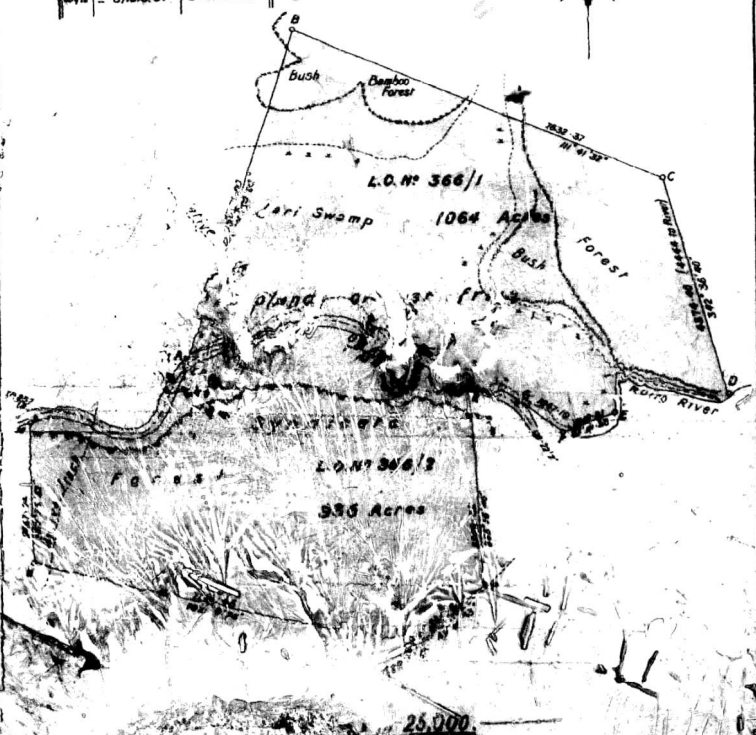
The Common Seal of the East
 AFRICAN ESTATES LIMITED was
 hereunto affixed in the presence of



THE PLAN HEREINBEFORE REFERRED TO.

Co-ordinates		
	V	X
A	370005.61	126111.86
B	370104.46	126100.36
C	370104.46	126100.36
D	370104.46	126100.36
E	370104.46	126100.36
F	370104.46	126100.36
G	370104.46	126100.36
H	370104.46	126100.36
I	370104.46	126100.36
J	370104.46	126100.36
K	370104.46	126100.36
L	370104.46	126100.36
M	370104.46	126100.36
N	370104.46	126100.36
O	370104.46	126100.36
P	370104.46	126100.36
Q	370104.46	126100.36
R	370104.46	126100.36
S	370104.46	126100.36
T	370104.46	126100.36
U	370104.46	126100.36
V	370104.46	126100.36
W	370104.46	126100.36
X	370104.46	126100.36
Y	370104.46	126100.36
Z	370104.46	126100.36

Cor	Bearing	From	Dist.	Marks
D	150°	Nochani	240.7	• D
Q	154°	Taly: Pole	132.4	• 355/m
Q	94°	Marundo	23.1	• O
N		Nochani	16.7	• N
N		Potokapus	16.0	• N
N	225° 30'	Taly: Pole	146.7	• 357/m
A	15°		222.1	• 356/m
P	1° 30'	Marundo	61.0	• K
B	181°		30.2	• B
C	172°		17.1	• C



EAST AFRICA PROTECTORATE.

Lease -

OF

LANDS IN THE SEYIDIE AND UKAMBA PROVINCES,
IN THE EAST AFRICA PROTECTORATE.

DATED 31st MAY, 1917

Signed & sealed by RENDALL,
Agent, Winchester Street,
Dar es Salaam.

East Africa Protectorate

This Indenture made the 31st day of May 1910

Between SIR REGINALD LAURANCE A. PROCTOR K.C.M.G. C.B. Major SIR MAURICE ALEXANDER OBEYON K.C.M.G. late of His Majesty's Corps of Royal Engineers and SER 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 HIS GOVERNOR OF THE EAST AFRICA PROTECTORATE (hereinafter referred to as "the Governor" of 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 Lessee" which expression shall include the Lessee 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 Lessee of the other part and of the rent and reservations hereafter reserved and of the covenants by the Lessee hereinafter contained or implied by virtue of the provisions of the Governor's Ordinance 1902 the Crown Agents hereby demise unto the Lessee 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 Taru Desert in the Province of Seyidie and Ukamba 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 all lands ways waterways and passages in through upon or over the

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 30 hereinafter mentioned or referred to And excepting also and reserving unto the Crown Agents and the Governor subject as hereinafter mentioned 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 and 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 8 hereinafter expressly mentioned and save also that the Lessees shall be entitled to such compensation for damage caused by 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 1862 and to the Rules for the time being in force under the said Ordinance.

8. YIELDING AND PAYING therefor in advance payable (unless otherwise provided) on the 1st day of January in every year two annas in respect of the premises demised hereinafter set forth and there shall be further provided that the said annas shall be paid as follows that

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) Then after rent at the rate of £2,000 per annum for and in respect of the residue of the term of 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.

And additional rent shall become due from the date of execution by the Lessees of any deed of sale or lease or sub-let or otherwise disposing of such lands.

Provided that if any increased or additional rent shall be payable for the first time on any 1st day of January a proportionate part thereof shall be paid on the date on which the first annuity is paid and thereafter the whole annuity shall be paid on the 1st day of January in every succeeding year.

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 said 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 or incidental thereto. 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 resident in the Protectorate for not less than 12 consecutive calendar months 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 or the King's enemies 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 or the King's enemies 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 location 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 or 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.

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 that the Governor is satisfied that there exists a reasonable demand for 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 or in connexion with the premises demised in these presents or for the housing of their employees, and (c) that it shall be competent for the Governor so to call upon the Lessees to perform the obligations hereinbefore in this Section specified after the expiration of seven years from the 1st day of January 1914.

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 seven 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 date of which notifications all rights and privileges of the Lessees in relation to such area shall absolutely cease and determine. And it is hereby further provided 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.

8. And the Lessees hereby covenant with the Crown Agents in respect of the whole of the premises described in the First Schedule hereto that they will upon receipt of a notice in writing from the Governor so to do surrender at any time all and any

16. If after the first day of December or any extension of which period which may be allowed under Clause 15, the Lessees shall at any time within the residue of the term of the lease fail or refuse to commence or to carry on the demised premises or to make any improvements thereon upon the demised premises the Governor shall be at liberty to give or cause to be given powers under these presents to which he may be entitled to re-enter upon the said demised premises or any portions thereof for the whole and thereupon all rights and privileges conferred by the Lessees by virtue of these presents shall cease and determine.

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 two 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 building goods-sheds platforms bridges railways 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 works thereof). Provided always that the Lessees shall make reasonable compensation for all damage done to the same by such removal.

18. At the expiration or sooner determination of the said term the Lessees shall be at liberty to purchase all or any of the fixed and movable machinery plant or appliances of the Lessees in or about the demised premises other than such part or parts of the same as are excepted in Clause 17 hereof and shall the Lessees notice in writing of such desire at or before the expiration or sooner determination of the said term or within one month after the expiration or determination of the same. In such case the Governor or the nominees shall purchase the machinery plant or appliances so specified at a price to be fixed in case the parties differ by arbitration under the provisions hereinafter contained.

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

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

make merchantable and take away any minerals (including china clay and mineral oil) ores or precious stones in and upon the demised premises or any part thereof and to open any mines and to construct sink and maintain in or upon the same or any part thereof all such shafts 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 the Lessees to all existing springs and wells shall be maintained and conserved and the natives shall be at liberty to exercise on or over any part of the demised premises such rights as they may be entitled to for the time being not being 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 the natives on or over the demised premises or any part thereof and the demises made by these presents and the interests of the Lessees thereunder shall be subject to all such rights.

22. The receipt of any rent or other moneys by or on the part of the Crown Agents or 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.

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 resident in the Protectorate and any notice so left shall be deemed to have been given at the time when it was so left.

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

Receipt of rent just to be a waiver of antecedent breach of covenant.

As to notices by Crown Agents and Governor.

**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 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 Government or any person persons or corporation acting under the authority of the Crown Agents or the Governor.

arbitration
clauses

27. Any and every dispute or controversy which may at any time arise between the Government of the United States on the one hand and the Lessors or any of the Lessor corporations claiming through or under the Government on the other hand touching the construction, meaning and effect of the award or of any award made in pursuance hereof or of the provisions of the Ordinance herein or in any such award, shall be referred to the Secretary of the Interior or the Commissioner of the General Land Office or to the Crown Agents of the Government or to the Lessor corporation as aforesaid, except in any case where the award is made under provision herein for arbitration, in which case the award shall be made as provided in the Ordinance or in the award made in pursuance of the Ordinance or law of the United States which may be in force.

Conti

...shall on the day when the lease pay to the
...the sum payable by the ... more to their Solicitors
... their own charges and expenses in and about the
... this lease.

in argument
system.

and do not turn part of these proceeds in that
consideration is accompanying the registration of the
or of any place or person herein contained.

In witness whereof the above Agents have hereunto set their respective hands and seals and the same have united their Common Seal to the foregoing Certificate the day and date above written.

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 Reitz and the right bank of the Mwachi 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 Shimonai 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 Diaspocker and Macallister Commissions, (d) land privately owned, (e) true forest areas exceeding one square mile in extent, (f) native reserves, (g) man-of-war 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 hereinafore provided.

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

Crown Agents
and Governor
not to be
personally
liable.

Arbitration Clause

Conte

Marginal
return.

... In business with the French Agents Auguste Laurent and
others, having been and being with the French Agents, and their
German friends to be the same, and the day and night above
written.

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 Raz Muake Sengo and continuing in a generally westerly direction along Port Reitz and the right bank of the Mwachi 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 Gazī Shironī 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 Diaspoker and Macallister Commissions, (d) land privately owned, (e) true 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 hereinafore 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 Andei 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 6 previous months' notice in writing within which time the Lessees shall have the right to select such land as part of the property to be comprised in the said area.

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 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 M. alke Sanga and the upper end of Port Reitz 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 Director of Surveys and some person on behalf of the Lessees and thereon coloured green subject as hereinbefore provided.

The Second Schedule hereinafter referred to.

Amount of expenditure and period within which the same shall be completed.

A total of

£2,000	by 31st December 191
20,000	" " 1920
40,000	" " 1921
100,000	" " 1922

The following works hereunder referred to.

Farm buildings, granaries, offices, shops, and other buildings.

Drainage.

Planting.

Planting trees and live hedges.

Walls.

Wells.

Grain and other crops and cultivation of same.

Stocking.

Clearing.

Laying out.

Planting.

Planting.

Planting.

Planting.

Planting.

Planting.

Planting.

Planting.

Planting.

Planting.

Planting.

Planting.

Planting.

Planting.

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.

Signed Sealed and Delivered by the
above-named REGINALD LAURENCE
ANTHONY MAURICE ALEXANDER
CAMERON and WILLIAM HEPPORTH
MERCE in the presence of

The Common Seal of the EAST
AFRICAN ESTATES LIMITED was
hereunto affixed in the presence of

