

EAST AFR. PROT.

23742

23742

22 MAY 15

Tel
170

1915

2nd May

REGISTRATION OF ABDULLAH HASSAN
ADEN SOMALI

With reference to your telegram 12th May
members of his tribe have guaranteed cost of
registration up to 300 rupees. There is no objection
to his returning.

20/55

Mr. [unclear] [unclear]

The receipt of 24 I asked the
Dow to issue a dock passage
for Abd-Has in the 'Cing' [unclear]
at [unclear].

However, he was called today
and being told that he is
not a dock passage, [unclear].
That he might be given a 50
dow passage, [unclear]. He said
that he is not possibly have
a dock passage as he was in
Aden [unclear] and no place
for stopping or [unclear] market
was provided in the [unclear]
I said that [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]
[unclear] [unclear] [unclear] [unclear]

20/55

IN WITNESS whereof the said parties
hereto have herunto set their hands and
seals the day and year first above
written.

and sealed and delivered by the

In the presence of:-

by
on behalf of the Company and
with the Company's register-
and duly delivered in the
presence of:-

Marginal Notes.

34. The marginal notes hereto are for the purposes of convenience only and shall not affect the construction or interpretation of this Agreement.

Arbitration.

33. Any and every dispute difference or question which shall arise between the parties hereto or between any persons or corporations claiming through or under such parties respectively or between any of such parties persons or corporations as to the meaning or effect of any of the provisions of this Agreement or any award made in pursuance hereof or as to the rights or liabilities of any such party person or corporation under this Agreement or any such award as aforesaid or otherwise in relation to the premises shall be referred to the arbitration of two persons (one to be appointed by each party to the reference) or their umpire pursuant to the provisions of the Arbitration Ordinance 1913.

Notices.

31. Any notice hereunder may be given to the Company by leaving the same addressed to it at its Office for the time being in the Township or at its registered address in England and any such notice shall be deemed to have been given when it is so left.

shall in no way extend or be deemed to extend to any other statement or representation contained in or implied by any such prospectus or other document as aforesaid and that the Government shall by reason of any such approval having been given be represented or deemed to have in any way authorized the issue of any such prospectus or other document as aforesaid.

No representation
as to this Agree-
ment to be made
unless previously
approved by the
Governor.

30. Every statement or representation having reference to this Agreement to be set forth in any prospectus notice advertisement or circular to be issued to the public by or on behalf of any company or of any persons or persons or corporation claiming through or under the Company shall be first submitted if to be issued in the Protectorate to the Governor and if to be issued elsewhere to the Crown Agents together with the whole of such prospectus or other document before the same shall be issued and the same shall not be issued if the Governor or the Crown Agents as the case may be shall within one month after any such statement or representation shall be so submitted serve on such Company persons or persons or corporation notice disapproving of the same. and in the event of any breach of this clause it shall be lawful for the Governor by notice in writing served upon the Company to determine this Agreement. Provided that any approval given by the Governor or by the Crown Agents as the case may be under this clause with respect to any such statement or representation as aforesaid

shall

Company to keep
an Office at
Nairobi.

29. The Company shall at all times
during the continuance of this
Agreement provide and maintain an
Office in the Township for the
transaction of the business of the
undertaking.

aving.

27. Nothing in this Agreement contained shall be construed as prohibiting or restricting the right of the Governor to grant exclusive or other rights to supply electricity in any area outside the supply District to such person company or body as the Governor may deem fit or as preventing the Government undertaking the supply of electricity outside such district.

AND nothing in this Agreement contained shall be construed as prohibiting or restricting the right of the Governor to grant after the aforesaid 31st day of December 1918 the right to generate and supply electricity within the supply District to such person company or body as the Governor may deem fit or as preventing the Government or Municipal Committee undertaking the generation and supply of electricity within such area.

X
 X
 X
 X
 X

27. Nothing in this Agreement contained shall be construed as prohibiting or restricting the right of the Governor to grant exclusive or other rights to supply electricity in any area outside the supply District to such person company or body as the Governor may deem fit or as preventing the Government undertaking the supply of electricity outside such district.

AND nothing in this Agreement contained shall be construed as prohibiting or restricting the right of the Governor to grant after the aforesaid 31st day of December 1918 the right to generate and supply electricity within the supply District to such person company or body as the Governor may deem fit or as preventing the Government or Municipal Committee undertaking the generation and supply of electricity within such area.

any dam not
be removed
destroyed.

26. The Company shall not remove or destroy the dam constructed at the Bueru Falls provided that such dam or other existing works erected by the Company at such Falls and not removed therefrom shall not be used by the Government or by any lessee or licensee of the Crown for the purpose of generating electric current for sale or to be transmitted for a distance exceeding two miles from such dam or to be used for any purpose other than for the development of the land of the person using such current or for manufacturing or other processes for treating the products of such land.

Power to remove works from the Rueru Falls.

25. On the completion of the Company's installation at the Thika Falls within the period herein provided the Company may save as hereinafter provided remove their buildings plant wires cables poles dynamos engines works and other property erected at the Rueru Falls.

have full force and effect from the 8th day of July 1921 or such earlier date as the Company's installation at the Thika Falls is completed and on such earlier date or on the 8th day of July 1921 such Agreement shall be absolutely determined.

And provided that until the determination of the aforesaid Agreement on or before the 8th day of July 1921 as heretofore provided the Company shall from time to time supplement by steam or other power the electric power derived from the aforesaid Thika Falls in such a manner that the requirements of the Township shall be at all times adequately and satisfactorily met

Surrender of
rights under
agreement of
26th July 1906

23. The Company hereby surrenders all the right and interest in or over water granted to the Contractor under the provisions of Clause 3 of the Agreement dated the 26th day of July 1906 and made between the Crown Agents and Clement Kirtzel and the Company hereby surrenders all land leased to the aforesaid Contractor or to the Company under provisions of Clause 4 (1) of the aforesaid Agreement dated the 26th day of July 1906.

Provided that the Company shall have the use of the Upper Falls from which electric power is at present derived and of any land at or adjoining such Fall leased to the Contractor to the Company under Clause 4 of the aforesaid Agreement dated the 26th day of July 1906 until the 31st day of July 1921 or until the Company's installation at the Upper Falls is completed if such completion is effected before the said 31st day of July 1921.

And provided that other the terms and provisions of the aforesaid Agreement save such parts as are as are hereinafter mentioned shall

have

Service outside
District not to
be considered in
estimating
goodwill.

22. For the purpose of estimating
the sum to be paid for the compulsory
purchase of the undertaking including
goodwill and loss of profits any
service which is situated outside the
supply District and which is not taken
over by the Government shall not be
taken into consideration in estimating
such sum.

Company to remove
works etc. not
taken over.

21. The Company shall on the expiration of this Agreement by the exercise by the Government of the option to purchase the undertaking remove all works materials plant and other property not taken over by the Government.

Company in relation to the supply of
electricity under this Agreement
within the supply District shall
absolutely cease and determine.

X. On the determination of this Agreement before the end of the said term by any means other than by the exercise of the option provided for by the preceding clauses the Government shall have an option (exercisable by notice in writing given by the Secretary to the Company before or within one month after such determination, of taking over the undertaking at such a sum as shall be equal to the prescribed price without any allowance for compulsory purchase goodwill or profits and in the event a such option not being exercised within such time as aforesaid the company shall be required by the Government to be sold within three months after such determination remove from any land occupied or used by it for the purposes of this Agreement all buildings plant wire cables poles dynamos engines works and other property provided for the purposes of this agreement and make good all damage caused by such removal. Upon expiration or sooner determination of this agreement the powers of the
Company

provisions as to
the undertaking
on the determination
of the Agreement.

10 On the determination of this
Agreement before the end of the con-
tract by any means other than by the
exercise of the option provided for
by the preceding clause the Government
shall have an option (exercisable by
notice in writing given by the
Secretary to the Company before or
within one month after such
determination) of taking over the
undertaking at such a sum as shall
be equal to the present net price
withheld any allowance for compulsory
purchase made... or profits and in
the event of such option not being
exercised within such time as afore-
said the Company shall be required by the
Secretary as to do... within three
months after such determination...
from any land occupied or used by...
for the purposes of this agreement...
... shall be paid with notice...
... and other
property provided for the purposes
of this agreement and shall...
... caused by such... Upon
expiration or earlier determination
of this Agreement the powers of the
Company

electricity and situated outside the
supply District at a price to be fixed
by a valuer to be appointed as aforesaid.

accordance with the preceding provisions of this Clause.

(1) In the event of the Government not exercising the option of taking over from the Company the undertaking in accordance with the provisions of the Statute of the 10th day of April, 1900 the Company shall continue to exercise its functions as if the option had not been referred upon it under the agreement provided that after the 10th day of April, 1900 at the expiration of any interval of 5 years the Government shall, on giving notice in writing to the Company before 30 days after the expiration of any such interval have the option of taking over from the Company the undertaking in accordance with the provisions and conditions of the Statute of the 10th day of April, 1900, and provided that the Government shall have the option of taking over from the Company the undertaking in accordance with the provisions of this Clause before the expiration of the interval of 5 years after the expiration of any such interval. The Government shall, on giving notice in writing to the Company before 30 days after the expiration of any such interval have the option of taking over from the Company the undertaking in accordance with the provisions and conditions of the Statute of the 10th day of April, 1900, and provided that the Government shall have the option of taking over from the Company the undertaking in accordance with the provisions of this Clause before the expiration of the interval of 5 years after the expiration of any such interval. The Government shall, on giving notice in writing to the Company before 30 days after the expiration of any such interval have the option of taking over from the Company the undertaking in accordance with the provisions and conditions of the Statute of the 10th day of April, 1900, and provided that the Government shall have the option of taking over from the Company the undertaking in accordance with the provisions of this Clause before the expiration of the interval of 5 years after the expiration of any such interval. The Government shall, on giving notice in writing to the Company before 30 days after the expiration of any such interval have the option of taking over from the Company the undertaking in accordance with the provisions and conditions of the Statute of the 10th day of April, 1900, and provided that the Government shall have the option of taking over from the Company the undertaking in accordance with the provisions of this Clause before the expiration of the interval of 5 years after the expiration of any such interval.

The value of such buildings, works, materials, plant, land and other property shall be deemed to be their fair market value at the time of the purchase the regard being had to the nature and then condition of such buildings, works, materials, plant and other property and to the state of repair thereof and to the circumstances that they are in such a position as to be ready for immediate working and to the suitability of the same for the purposes of the supply of electricity under this Agreement with the addition to such market value of such sum not exceeding 10% of such market value as may be determined by arbitration as provided in clause 10 of this Agreement by way of compensation for any depreciation and profits and any profits which may or might have been or be made from the undertaking and which may or might have been or be made from the use of any land comprised in any lease granted under this Agreement provided that the building fixtures and fixed machinery on any such land shall be valued in accordance

Undertaking to be taken over by the Government in certain events.

19. (1) At the termination of the term expiring on the 8th day of April, 1956 or at any time between the 8th day of April, 1951 and such termination the Government shall have an option of taking over from the Company the undertaking at the prescribed price such option to be exercisable by one year's notice in writing given by the Governor to the Company of the intention to exercise such option. For the purposes of this and the next succeeding clause hereof the expression "the prescribed price" shall mean such a price as shall be fixed by a Valuer to be agreed upon between the Governor and the Company or in default of such agreement to be appointed by the Government, and the Government of the State for the purposes of the time being, and during the prescribed price the value of the undertaking shall be deemed and taken to be the then value of all buildings, works, materials, plant, land and other property of the Company suitable to and used by it for the purposes of this Agreement within the supply district and for this purpose

Accounts to be kept
by the Company.

19. The Company shall at all times during the continuance of this Agreement keep at its office in the Township in such manner as shall be satisfactory to the Governor or as the Governor may prescribe separate accounts showing the capital expenditure for the time being upon the undertaking and also all receipts and expenditure by the Company on account of revenue in connection with the undertaking and the Governor and all persons authorized by him may at all reasonable times inspect such accounts and all other documents in the possession of the Company (except communications to or from its legal advisers) in relation to the undertaking or the working thereof and may make copies thereof or take extracts therefrom.

Agreement not to be assigned without the consent of the Governor or the Crown Agents on his behalf.

16. The Company shall not assign sub-let transfer or otherwise dispose of this agreement or any interest therein or any powers conferred thereby without the previous consent in writing of the Governor or the Crown Agents on his behalf.

Agreement 143 (subject as aforesaid) the Company shall from time to time provide and maintain such additional plant machinery and other things as may from time to time be necessary for the purpose of meeting and satisfying any increase in the requirements of the Company.

Provisions as to
conduct of
business by the
Company.

14.

The Company at all times during the continuance of this Agreement shall carry on and work the business of generating and supplying electricity under and in accordance with this Agreement in a proper and efficient manner and provide and pay a proper and competent staff of employees for that purpose and maintain and renew the undertakings so far as may from time to time be required by the purposes of such business and shall not without the previous consent in writing of the Governor (which he shall be under no obligation to give) use or employ for any purpose other than the purposes of such business or otherwise any of the property for the time being acquired or used by it for any of the purposes of this Agreement and (subject and without prejudice to the provisions hereinafter contained as to leases) shall not at any time during the continuance of this Agreement purchase or otherwise acquire any land for any of the purposes of this

Agreement

provisions as to
subject of
business by the
Company

14. The Company at all times during the continuance of this Agreement shall carry on all work necessary for generating and supplying electricity under its license in accordance with this Agreement in a proper and efficient manner and provide and pay a proper and competent staff of employees for that purpose and maintain and renew the undertaking so far as may from time to time be required by the purposes of such business and shall not without the previous consent in writing of the licensee (which he shall be under no obligation to give) use or employ for any purpose other than the purposes of such supply or otherwise any of the property for the time being required or used by it for any of the purposes of this Agreement and, subject and without prejudice to the provisions hereinafter contained as to leases, shall not at any time during the continuance of this Agreement purchase or otherwise acquire any land for any of the purposes of this

Agreement

The Company to be subject to the Indian Electricity Act 1887 as applied to the Protectorate and also to future legislation in the Protectorate.

The rights hereby conferred on the Company shall be exercised subject to the provisions of the Electricity Act 1887 (Indian Act No. XLII of 1887) as applied to the Protectorate and modified by the Electricity Act Application Ordinance 1901 and to any rules for the time being published or to be published hereunder and existing herein contained shall exempt the Company from any future legislation or regulations applicable to electrical undertakings in the Protectorate.

no undue preference
to be given to any
consumer.

11. Subject to the provisions for the
benefit of the Municipal Committee
contained in Clause 9 hereof the
Company shall not to making any
agreements for the supply of
electricity, save any undue preference
to any Company or person but save
as aforesaid the Company may make
such charges for the supply of
electricity to any consumer within
the Corporation District as may be
agreed upon between the Company and
such consumer and shall not exceed
the price chargeable under Clause 9
hereof.

six months' notice in writing of their intention in that behalf to the Company cease to take any electricity from the Company.

As to Contracts to take 10.
a minimum amount of
electricity.

Every owner or occupier shall enter into a written Contract with the Contractor (if required by him to do so) to continue to receive and pay for a supply of electricity for a period of at least two years of such an amount that the payment to be made for the same at the rate of charge for the time being charged by the Contractor for a supply of electricity for ordinary consumers within the Supply District shall not be less than 20 per cent. per annum on the outlay incurred by the Contractor in providing any electric lines required to be provided by him for the sole purpose of the supply of electricity to such owner or occupier and shall give to the Contractor (if required by him to do so) security for the payment to him of all moneys which may become due to him by such owner or occupier in respect of any electric lines to be furnished by the Contractor in respect of electricity to be supplied by him.

That the Municipal Committee shall pay to the Company for the electricity so supplied such a price as may be agreed upon between the Municipal Committee and the Company or in default of agreement to the contrary shall be such a sum for each 16-candle power lamp lighted by the Company as shall not exceed the cost incurred by the Municipal Committee during the 12 months ended on the 31st day of April 1904 in lighting with oil one of the public lamps used for lighting the Township during such 12 months and

(b) That the Municipal Committee may require any number of lamps to be lighted at such a price as aforesaid and

(c) That if the Municipal Committee shall at any time desire to discontinue lighting the Township with electricity or if the supply of electricity by the Company to the Municipal Committee shall become at any time for any reason unsatisfactory and the Company shall not make such supply satisfactory within a reasonable time after being required to do so by a notice in writing given to it by the Municipal Committee then and in any such case the Municipal Committee may on giving not less than

Company may charge for electricity supplied by it under this Agreement: (1) by the actual amount of electricity so supplied, or (2) by the electrical quantity contained in such supply, or (3) by such other method as may be for the time being agreed upon between the Company and the Consumer and approved of in writing by the Judges. The cost of so much of any electric line for the supply of electricity to any owner or occupier as may be laid upon the property of such owner or in the possession of such occupier and of so much of any such electric lines as it may be necessary to lay for a greater distance in the Township than 20 yards and in that part of the Supply District which is outside the boundaries of the Township than 200 yards from any high tension main of the Company although not on such property shall if the Company so require be defrayed by such owner or occupier. Provided that the Company shall if required so to do by the Local Committee supply to such Committee such amount of electricity as they may from time to time require for the purpose of lighting the public streets of the Township or for other public purposes upon the terms (a) that

Terms of supply
of electricity
by the Company.

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9. The Company, after the 31st day of
July 1921, or after any earlier date on
which the supply of electricity under
this Agreement shall have commenced,
shall, upon being required to do so by
the owner or occupier of any premises
situate in the Supply District,
supply such amount of electricity as
such consumer may from time to time
require for lighting or power purposes
on such premises at a price which shall
in the case of electricity supplied for
lighting purposes not exceed 20 cents
per English Board of Trade unit of
such electricity and shall in the case
of electricity supplied for power
purposes not exceed 15 cents per like
unit of such electricity. Provided
that on and after the ... day of
... the price for electricity
supplied for lighting purposes shall
if the Governor so directs not exceed
17 cents per English Board of Trade
unit, and provided that on and after
the 1st day of January 1922 the
Governor may by any order giving the
Company 10 days notice require that
the aforesaid maximum charges for
electricity supplied by the Company for
any purpose shall be reduced to such
sum as may be agreed or in the event
of disagreement to such sum as may be
determined by arbitration. The

Company

Installation
to be completed
by 5th July 1921.

10

5. The Company shall before the 5th day of July 1921 erect construct lay and provide on the sites and in the manner hereinafter mentioned or referred to such a generating station or generating stations transformers engines dynamos main line wires cable poles and other apparatus equipment and things as shall be capable (a) of producing and maintaining such an amount of electricity as shall be sufficient for all the reasonable requirements of the Supply District for the pure uses of lighting or power and (b) of supplying and delivering the same in manner hereinafter mentioned. Provided that if such supply of electricity is not available by the said 5th day of July 1921 this Agreement shall be deemed to be determined unless and until the Company prove to the satisfaction of the Governor that owing to the present war it has been unable to raise the requisite capital to enable it to carry out the provisions herein contained before the said 5th day of July 1921.

As to the removal
of any fixtures by
the Company for public
improvements.

7. If and so often as during the continuance of this Agreement it shall in the opinion of the Governor or the Municipal Committee be necessary or expedient for the purposes of any public improvement or any work or operation or public utility that any masts, wires, cables, poles or other fixtures of the Company shall be removed to another site. The Company shall forthwith upon being required so to do by notice in writing by the Governor or the Municipal Committee as the case may be (a) remove the same as and in such a manner as to cause the least possible interference with the supply of electricity hereunder and (b) immediately replace and re-instate the same on such sites and in such manner as shall have been previously approved by the Governor or the Municipal Committee as the case may be. The Government or the Municipal Committee as the case may be shall pay to the Company the cost actually incurred by it in carrying out the provisions of this clause.

provided that the Company's approval of such lamp brackets or other fittings and the method of affixing the same to such poles shall first be obtained. Such approval shall not be unreasonably withheld.

As to the fixing
of mains cables
poles and wires
in Detroit.

6. During the continuance and subject to the provisions of the Agreement the Company may in such positions and manner as shall have been previously approved by the Municipal Committee place erect and fix and maintain mains pipes wires cables poles and transformer boxes through under and upon streets and other public places in the Township free of charge but only upon the terms that the Company shall make good to the satisfaction of the Municipal Committee all damage caused to any public or private property by any of Company's operations under this Clause and shall pay all expenses incurred by the Municipal Committee in connection with any such operations.

The Company hereby agree that any poles erected by them under the provisions of clause 6 hereof shall if desired by the Municipal Committee be used for the purpose of supporting carrying or suspending any lamp brackets or other fittings for street or public lighting without charge to the Municipal Committee for such use.

Provided

5. During the continuance and subject to the provisions of this Agreement the Company may in such positions and manner as shall have been previously approved by the Governor in writing (such approval not to be unreasonably refused) and free of charge place erect and maintain through under or upon any vacant Crown lands and any other lands in respect of which the Governor has power to grant such an easement any masts, poles, wires, poles and other like fixtures required for the transmission of electricity under this agreement but only upon the terms that the Company shall make good to the satisfaction of the Governor all damage caused to any public or private property by any operations under this Clause. No main and no line of "voltsage" and no other apparatus for the purpose of transmitting electricity from the said Falls under this agreement shall without the previous consent in writing of the Government be at any time used for the purpose of establishing or working any Railway or Tramway.

of the Governor to be required as sites for the practice of office, sub-stations and store-houses required for the performance of the obligations of the Company under this agreement. Each such lease as last aforesaid shall be for such term as is mentioned in paragraph (1) of this Clause and shall be granted subject to such rent covenants and conditions as shall for the time being be usual in the case of leases of similar lands in the Township.

- (2) The Company shall execute and deliver to the Governor a counterpart of every lease granted under this Clause and shall pay all expenses of or in connection with the negotiation preparation or execution of any such lease including the expenses of all surveys which may be made for the purposes of any such lease.

to the grant of leases to Company.

fall out

4. The Governor shall at the request of the Company and subject to the conditions hereinafter mentioned grant to it such leases as are hereinafter specified that is to say:-

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(1) The Governor shall grant leases of such vacant Crown Lands at or adjoining the said Falls as may be necessary for the erection of any machinery and plant or the construction of any dams or other works which the Company may for the time being be authorised to erect or construct under this Agreement. The annual rent reserved by every such lease shall be at the rate of 10 cents per acre or part of an acre. Every such lease shall in other respects be granted upon and subject to such covenants and conditions as may reasonably be required by the Governor provided that every lease granted under this or the next succeeding paragraph shall be for a term which shall continue during the continuance of this Agreement and shall determine on the determination by any means of this Agreement.

(2) The Governor shall also grant leases of such vacant Crown Lands in the Township as shall be in positions approved by the Land Officer and shall be proved to the reasonable satisfaction of

(7) The Governor may grant permits or other rights to use above any dam constructed by the Company in exercise of the powers granted to them under this agreement the water of the Thika River or any tributary thereof for the purposes of irrigation or for any other purpose whatsoever provided that such water is not conveyed out of the valley of the Thika, or out of the valley of any tributary thereof as the case may be. And provided that any water the subject of such permit or right granted by the Governor shall in so far as it may be possible having due regard for the purpose for which such permit or right is granted, be returned to the Thika River or to a tributary thereof as the case may be above the said dam. And provided further that the natural flow of the Thika River at the point of the Company's intake shall not be decreased by any rights granted by the Governor as aforesaid to a greater extent than one half.

accordance with the preceding sub clause (3) shall be maintained in its ordinary channel so as to supply sufficient water for the use of the owners or lessees of land adjacent to such river for irrigation domestic agricultural and similar or other purposes to the extent of 150,000 gallons per day.

(1) The rights conferred on the Company under this Clause shall be exercised and exercisable only if and so far as the Government has power to grant the same and only for the purpose of generating electricity for the performance of the Company's obligations under this Agreement and for no other purpose whatever.

(2) All rights in the said Falls (except the rights hereby conferred on the Company but including the right to any surplus water power not required for the purposes of this Agreement) are hereby reserved to the Government who may exercise the same in any manner and for any purpose to any third party.

Provided that all such works as aforesaid shall be erected on such sites in such manner and according to such plans as shall have been previously approved by the Governor but such approval shall not be unreasonably refused.

(B) All water which may from time to time be abstracted by the Company from the Thika River under any of the provisions of this clause shall after being used by the Company for generating electricity under this agreement be forthwith returned by the Company to the said river at a point close to the place where such water shall have been so used and the Company shall not diminish the flow of water in such river below such point as last aforesaid and shall not foul any water in such river as aforesaid.

(a) The Company shall at all times so construct their dams, water courses, still races and other works that the natural flow of the Thika River from the point of intake to the point at which all water abstracted by the Company for the purpose of generating electricity shall be returned to such river in

para 3

to the use of
 or power by the
 Company.

8. During the continuance and
 subject to the provisions of this
 Agreement the following provisions as
 to water power shall have effect:-

(1) The Company may use free
 of charge the water power
 of the Falls on the Yuba
 River which are situated at
 or near the point about 3
 miles East of the Fort
 Hall Dam and which are
 more particularly described
 in the schedule hereto annexed,
 for the purpose of generating by
 means of such water power such
 electricity as may from time
 to time be required by the
 Company for the performance
 of the obligations imposed
 on and rights given to it by
 this agreement but not for any
 other purpose.

(2) The Company may construct
 and maintain dams, weirs and
 use time water courses
 and all roads, bridges and other
 works at or near such Falls

provided

any to provide and
ly electricity in
ordance with this
ement to 8th April

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18.

2. From the date of this Agreement to the 8th day of April 1918 the Company shall be entitled to supply and on completion of the installation mentioned in Clause 1 hereof shall on demand provide and supply electricity for lighting and power purposes in the Supply District upon and subject to the provisions and conditions hereinafter contained. And from the date of this Agreement to the 31st day of December 1918 the Company shall be so entitled within the Supply District exclusively to supply electricity for the purposes aforesaid. Provided that such right of exclusive supply shall commence and determine on the said 31st day of December 1918.

shall include all land purchased or leased by the Company for the purposes of this Agreement other than land leased to the Company under Clause 4 hereof.

(j) "Month" means calendar month.

any part of the main or supply line to be laid or erected by the Company in the position authorized by the Governor between the said area and the said Falls under this Agreement.

- (g) "The Municipal Committee" means the Municipal Committee for the time being of the Nairobi Township or such other body as shall for the time being be the successors of such Committee.
- (h) "The Land Officer" means the Land Officer for the time being of the Protectorate.
- (i) "The Undertaking" means all buildings works dynamos engines plant machinery wires cables fixtures and other property of any description in the Supply District, or at the Tika Falls hereinafter described and which shall for the time being be used by the Company for any of the purposes of this Agreement and shall include

any part of the main or supply line to be laid or erected by the Company in the position authorized by the Governor between the said area and the said Falls under this Agreement.

- (g) "The Municipal Committee" means the Municipal Committee for the time being of the Nairobi Township or such other body as shall for the time being be the successors of such Committee.
- (h) "The Land Officer" means the Land Officer for the time being of the Protectorate.
- (i) "The Undertaking" means all buildings works dynamos engines plant machinery wires cables fixtures and other property of any description in the Supply District, or at the Thika Falls hereinafter described and which shall for the time being be used by the Company for any of the purposes of this Agreement and shall include

- (c) "The Government" means the Government for the time being of the Protectorate.
- (d) "The Crown Agents" means the person or persons for the time being authorised to act and acting as Crown Agents or Crown Agent in England for the Colonies.
- (e) "The Township" means the Township for the time being of Nairobi in the Protectorate.
- (f) "The Supply District" means and includes (1) the Township of Nairobi and all other portions of the area comprised within a circle drawn at a radius of 15 miles from the present Municipal Offices in such Township and also (2) such portions of the district between the said area and the Thika Falls hereinafter mentioned and more particularly described in the Schedule hereto annexed as shall be situate within 3 miles of any

103

28531

21 JUN 15

THREE PAGE

AN AGREEMENT made this _____ day
of _____ 1914 BETWEEN

all of Whitehall Gardens in the City of Westminster the Crown Agents for the Colonies (hereinafter referred to as the Crown Agents) acting for and on behalf of the Governor and Commander in Chief of the East Africa Protectorate of the one part and the NAIROBI ELECTRIC POWER AND LIGHTING COMPANY LIMITED of 50 Mark Lane in the City of London (hereinafter referred to as "the Company") of the other part.

WHEREBY IT IS AGREED as follows:-

In this Agreement the following words and expressions shall have the following meanings respectively:

(a) "The Protectorate" means the East Africa Protectorate.

(b) "The Governor" means the Governor of the Protectorate for the time being or other the person for the time being acting as such Governor or exercising his authority.

Interpretation.

28531

Jan 21 1911

AN AGREEMENT made this _____ day
of _____ 1911 BETWEEN

all of Whitehall Gardens in the City
of Westminster the Crown Agents for
the Colonies (hereinafter referred to
as the Crown Agents) acting for and
on behalf of the Governor and Commander
in Chief of the East Africa Protectorate
of the one part and the NAIROBI WATER
WORKS AND LIGHTING COMPANY LIMITED
50 Mark Lane in the City of London
(hereinafter referred to as "the
Company") of the other part.

WHEREBY IT IS AGREED as follows

In this Agreement the follow-
ing words and expressions shall have
the following meanings respectively

(a) "The Protectorate" means
the East Africa Protec-
torate.

(b) "The Governor" means the
Governor of the Protec-
torate for the time being
or other the person for
the time being acting as
such Governor or acting
in his authority

compulsory purchase and goodwill and asks for a 25% increase. I do not agree with him and consider that we should adhere to the former figure.

Handwritten initials or mark on the left margin.

5. Mr. Munkhouse has pointed out that Government has agreed to make provision for "stand-by supplies". This has been agreed to in principle vide para 17 of Mr. Lead's letter 37207/13 of November 24th 1911 enclosed in your Confidential Memorandum of the same date. I am, however, of opinion that the matter can be more conveniently dealt with in the new Electricity Ordinance which the Attorney General is drafting than in the Agreement.

I have the honour to be,

Sir,

Your obedient humble servant.

Handwritten signature: H. G. ...

OFFICIAL

2.

can be granted under the Indian Telegraph Act 1885 as applied to this Protectorate and a clause stating that this will be done should be inserted as a part of clause 5, if you agree. The compulsory acquisition of way-leaves over private property would however necessitate legislation in the shape of an amendment of the Electric Supply Line Ordinance 1914 or otherwise. I am of opinion that the facilities requested are reasonable and would ask that the Company may be given an assurance that legislation to enable them to exercise statutory powers in this connection will be introduced.

3. In clause 17, page 28, Mr Monkhouse presses for the deletion of the words from "and all other documents" to the end of the clause. The words appear in the existing agreement and I did not therefore feel justified in deleting them but, as Mr Monkhouse has expressed his intention of pursuing the matter at home, I should prefer to let the matter stand over for your decision. The clause as drafted might perhaps be oppressive, but it was doubtless inserted in the original agreement for some good reason and I should be reluctant to deprive the Government of any safeguard for which it is usual to provide. Mr Monkhouse contends that it is not usual to make such a stipulation and, as I am unaware of the prevailing practice in such matters, I am unable to make any recommendation.

4. In clause 19, page 31, Mr Monkhouse objects to the proposed 10% maximum addition for compulsory/

8531

103

GOVERNMENT HOUSE,
NAIROBI,
BRITISH EAST AFRICA

CONFIDENTIAL No. 52.



21st May 1915.

28531
21 MAY 1915

Sir,

I have the honour to refer to the correspondence which has taken place relating to the Nairobi Electric Power and Lighting Company's Concession ending with your Confidential despatch of March 1st and to transmit herewith the draft agreement which has been arrived at in consultation with Mr Monkhouse, the Consulting Engineer of the Company, for final sanction and execution by the parties in London. I understand that Mr Monkhouse is prepared to recommend the acceptance of the draft by the Directors of his Company with the exception of certain points on which I offer the following comment.

2. With reference to Clause 5 page 12 of the Agreement, Mr Monkhouse claims that a service telephone line is an absolute necessity for the satisfactory working of the undertaking and also asks for statutory powers to enable the company to acquire the necessary way-leaves over private property. Licences for private telephone lines can/

RIGHT RESPONSIBLE

LESLIE HARGREAVES, F.C., M.P.

SECRETARY OF STATE FOR THE COLONIES,
DUNKING STREET, LONDON, S.W.

449
9164

have been about 18
months since. He
regards D. C. as an
entirely all off.

Yours sincerely
E. Bowring

to England, you will find
plenty of time to consider
the draft before he arrives.
There is, as doubtless you
have gathered from the
correspondence, a very
considerable amount
of ill-feeling between
our Railroads Works and
and the Company. This
has not tended to
facilitated matters.

I am very glad
to hear that the
two approaches Safety
treasurer that will pay
things as usual.

W. Hamilton. No
has a good deal more

East of Hudson 10
among them. The
pretty active just
as the same point
small reading
turning up on the
railway line all over
place. So far they
it done much serious
work.

though I saw
helping to enemy
me at the same
a real good deal
things noted
had a few weeks
and we can
colored dirt from
new at situation
could
feel at a point
business, and
ably. 30 of our

THE SECRETARIAL
EAST AFRICAN PENITENTIARY
NAIROBI.

May 21st, 1905.

Dear Madam,

After many
easy hours with
substance and his
eyes as have, I think,
reached at a more or
complete understanding
regards the Electric
and Commission.

The draft should go
by this mail and
thank you is visiting
on before proceeding