

DOMESTIC

EAST AFR. PROT.

42320

No. 42320

DEC 3 1907

(Subject)

Manglia Limited - Tana River

Forwards 12 copies for use of ...  
of that

1907

6544

6 copies to be sent to the S.A. Prot  
- 1 sent to ...  
1 no copy to me

Having 3 copies  
sent to ...  
6/12/07

a. J. R.  
3/2 ii

6 copies to be sent to the S.A. Prot

320

19  
ALL COMMUNICATIONS  
TO BE ADDRESSED TO THE  
COMMISSIONER FOR THE COLONIES,  
WHOSE NAME AND THE  
ADDRESS OF THIS LETTER BEING QUOTED.  
THE SECRETARY, LONDON



C.O  
42320

217

REC'D  
3 DEC 07  
WHITEHALL GARDENS.

LONDON, S.W.

3rd December

100 7

With reference to your letter No. 34879/1907  
of the 2nd of October and previous correspondence, I  
have the honour to enclose for the use of the Colonial  
Office and the Government of the East Africa Protectorate,  
two copies of the Commission which we have executed  
with Messrs. Ltd under date the 15th of November 1907,  
for the lease of land near the Tana River.

I have the honour to be

Sir

Your Obedient Servant

*H. W. ...*  
*[Signature]*

For Crown Agents

Secretary of State  
Colonial Office

\* No

And reprinted

940-521-15

213

**EAST AFRICA PROTECTORATE.**

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**Concession**

RELATING TO

**LANDS SITUATE NEAR THE RIVER TANA IN THE  
EAST AFRICA PROTECTORATE.**

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**DATED 15th NOVEMBER, 1907.**

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**SUTTON, OSMANNY & BENDALL,**  
3 & 4, Great Winchester Street,  
London, E.C.

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## East Africa Protectorate.

**An Agreement** made the 15th day of November 1901  
 Between SIR ERNEST EDWARD BLAKE K.C.M.G.  
 MAURICE ALEXANDER CAMERON C.M.G. late a Major in  
 His Majesty's Corps of Royal Engineers and WILLIAM  
 HEPWORTH MERCER Esquire C.M.G. all of Whitehall Gardens  
 in the City of Westminster the Crown Agents for the Colonies  
 (who are the Crown Agents for the Colonies for the time being  
 are hereinafter referred to as "the Crown Agents") acting for  
 and on behalf of His Majesty's GOVERNOR OF THE EAST  
 AFRICA PROTECTORATE (hereinafter referred to as "the Governor")  
 of the one part and MONGOLIA LIMITED a Company  
 incorporated pursuant to the law of England under the Companies  
 Acts 1862 to 1898 having its Registered Office at 30 Minning  
 Lane in the City of London (hereinafter referred to as "the  
 Concessionaires") of the other part.

**Whereby it is agreed** between the said parties hereto as  
 follows that is to say:—

1. If the Concessionaires within three calendar months from the  
 date of this Agreement at the expense in all things of the Concessionaires  
 or of the Company to be formed as hereinafter mentioned shall  
 procure:—

(a) A Company (hereinafter called "the Company") to be  
 formed and registered under the Companies Acts 1862 to 1900  
 under such name as shall be approved by the Crown Agents  
 with a nominal capital of at least £50,000 and with the object  
 (amongst others) of accepting the Lease and working the lands  
 hereinafter mentioned;

3. Every statement or representation having reference to this Agreement or to the said Lease to be set forth in any prospectus notice advertisement or circular or other document to be issued by or on behalf of the Concessionaires or the Company together with the whole of such prospectus notice advertisement circular or other document and every map plan or drawing intended to accompany the same or therein referred to shall be submitted to the Crown Agents before the same shall be issued and the same shall not be issued if the Crown Agents shall within seven days after any such prospectus or other document shall be submitted for approval serve on the Concessionaires or the Company notice disapproving of the same. And in the event of any breach of this Clause it shall be lawful for the Crown Agents by notice in writing served upon the Concessionaires or the Company to determine this Agreement. Provided that any approval given by the Crown Agents under this Clause with respect to any such statement or representation as aforesaid 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 neither the Governor nor the Crown Agents shall by reason of any such approval having been given be represented or deemed to have in any way authorised the issue of any such prospectus or other document as aforesaid.

4. Every approval or notice to be given by the Crown Agents and every or any act in connection with the Prescribed Fund or the Prescribed Account which would otherwise require the signature of the Crown Agents may be given or performed by writing signed by one of the Crown Agents.

5. The Concessionaires will on the execution of this Agreement pay to the Crown Agents all costs charges and expenses incurred by or on behalf of the Crown Agents in or about the negotiation preparation approval printing and execution of this Agreement including the cost of cablegrams. The Concessionaires will also pay to the Crown Agents all costs charges and expenses including cost of cablegrams which may be incurred by or on behalf of the Crown Agents in or about the preparation approval printing or execution of the said Lease set forth in the said Schedule hereto or in connection with any of the provisions contained in Clause 1 (c) and Clause 3 of this Agreement.

**In Witness** whereof the Crown Agents have hereunto set their hands and seals and the Lessees have affixed their Common Seal the day and year first above written.

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3. Every statement or representation having reference to this Agreement or to the said Lease to be set forth in any prospectus notice advertisement or circular or other document to be issued by or on behalf of the Concessionaires or the Company together with the whole of such prospectus notice advertisement circular or other document and every map plan or drawing intended to accompany the same or therein referred to shall be submitted to the Crown Agents before the same shall be issued and the same shall not be issued if the Crown Agents shall within seven days after any such prospectus or other document shall be submitted for approval serve on the Concessionaires or the Company notice disapproving of the same. And in the event of any breach of this Clause it shall be lawful for the Crown Agents by notice in writing served upon the Concessionaires or the Company to determine this Agreement. Provided that any approval given by the Crown Agents under this Clause with respect to any such statement or representation as aforesaid 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 neither the Governor nor the Crown Agents shall by reason of any such approval having been given be represented or deemed to have in any way authorised the issue of any such prospectus or other document as aforesaid.

4. Every approval or notice to be given by the Crown Agents and every or any act in connection with the Prescribed Fund or the Prescribed Account which would otherwise require the signature of the Crown Agents may be given or performed by writing signed by one of the Crown Agents.

5. The Concessionaires will on the execution of this Agreement pay to the Crown Agents all costs charges and expenses incurred by or on behalf of the Crown Agents in or about the negotiation preparation approval printing and execution of this Agreement including the cost of cablegrams. The Concessionaires will also pay to the Crown Agents all costs charges and expenses including cost of cablegrams which may be incurred by or on behalf of the Crown Agents in or about the preparation approval printing or execution of the said Lease set forth in the said Schedule hereto or in connection with any of the provisions contained in Clause 1 (c) and Clause 3 of this Agreement.

**In Witness** whereof the Crown Agents have hereunto set their hands and seals and the Lessees have affixed their Common Seal the day and year first above written.



The Schedule above referred to.

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East Africa Protectorate.

This Indenture made the \_\_\_\_\_ day of \_\_\_\_\_ 1907  
Between

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 in this Lease  
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 MAJESTY'S GOVERNOR OF THE EAST  
AFRICA PROTECTORATE (hereinafter referred to as "the Governor")  
of the one part and \_\_\_\_\_ LIMITED a Company  
incorporated pursuant to the law of England and the Com-  
panies Act 1862 having its Registered Office at \_\_\_\_\_  
hereinafter referred to as  
the Lessees" which expression shall include within the context  
of this Lease the executors and assigns) of the other part.

**Witnesseth** that in consideration of the rent and reer-  
vance hereinafter referred to and of the covenants and agreements on  
the part of the Lessees hereinafter contained the Crown Agents  
heroby do give unto the Lessees subject to the proviso hereinafter  
contained in and singular the lands hereditaments and property  
situate in the East Africa Protectorate (hereinafter referred to as  
the Protectorate") more particularly described in the Schedule  
hereto and delineated on the map drawn on these presents 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 First: **Exceptions and reservations.**  
All and singular the mines minerals 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  
To hold the said lands hereditaments and premises except as aforesaid  
unto the Lessees for the term of 50 years from the \_\_\_\_\_ day of  
1907.



Clause 16A of the Crown Lands Ordinance 1902 to cut and fell timber and to carry away the same and

- (iii.) To make, erect, alter and maintain any roads, paths, dams, waterways, irrigation works, buildings, plant, machinery and other works which may be necessary or expedient for the purposes of any operations authorised under or by virtue of these presents and which shall have been previously approved in writing by the Governor and subject to such approval to utilise for irrigation and domestic purposes the waters of any Lake or River within the demised premises;
- (iv.) To get from such parts of the demised land as shall have been previously approved by the Governor such stone, clay, sand and gravel as may be required for the purposes of any such roads, buildings or works as aforesaid; and
- (v.) To carry out and do in or upon the demised premises any other operations, acts and things which may in the opinion of the Governor be incidental or subsidiary to any of the operations hereinbefore expressly authorised and which shall have been previously approved in writing by him.

8. The Lessees will not at any time during the said term use the demised premises for any purposes not authorised under or by virtue of these presents and in particular and without prejudice to the generality of the preceding provisions the Lessees will not at any time get or remove from the demised premises any precious stones or any ore or minerals except such stone, clay, sand and gravel as are before mentioned.

Not to use lands for unauthorised purposes.

9. A survey of the said land shall be made by the Government and the costs thereof paid by the Lessees and until the completion of such survey any question as to whether any land forms part of the land hereby leased shall be referred to the Governor whose decision shall be final.

Government survey of demised land to be made.

10. The Lessees will not at any time during the said term without the previous consent in writing of the Governor occupy or otherwise interfere with any part of the said demised premises which shall for the time being be occupied or cultivated by any natives or in which any natives shall have rights or which shall be at any time reserved by the Governor under the provisions hereinafter contained for the use or occupation of natives and the Lessees will conduct all their operations under these presents in such a way as to cause the least possible annoyance to or interference with any natives.

Not to interfere with lands occupied by or reserved for natives.

obtained who may (without prejudice to his 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 said Governor 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.

16. The Lessees will at all times during the continuance of the said term observe and comply with all such Ordinances Orders enactments rules and regulations as may from time to time be in force in the Protectorate with respect to the tenure or occupation of land or the production collection or export of timber or other produce.

To comply with Ordinances &c.

17. The Lessees will provide at their own expense a competent and reliable agent or representative resident upon the demised premises to whom all notices and directions under these presents may be given.

To keep agent on property.

18. 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 its agents or employes or any of them to make any such sale gift barter or other disposition.

No arms or ammunition to be sold.

19. 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 its agents or employes or any of them to make any such sale gift barter or disposition. And the Lessees their agents and employes will not import or authorise the importation of any spirituous liquors into the Protectorate or any part thereof otherwise than for the use of European agents or employes of the Lessees and subject to such provisions as may for the time being be in force in the Protectorate in respect of such spirituous liquors and the importation thereof.

No spirituous liquors to be sold to natives.

20. The Lessees will always be and remain a British Company and shall have their principal office in Great Britain and (except with

British Company.

time to time hereafter be in force in the Protectorate with respect to the tenure or occupation of lands or the production or exportation of timber or other produce.

24. Without prejudice to the rights of the Governor under the provision implied by the Crown Lands Ordinance 1902 to give notice and sue for recovery of the premises in case of non-payment of any rent or royalties payable under or by virtue of these presents or breach of the Lessees covenants <sup>Power for re-entry.</sup> which are expressed or implied it is hereby expressly agreed that if the Lessees whilst the demised premises remain vested in them shall go into liquidation whether voluntary or compulsory save for purposes of reconstruction only then the Governor notwithstanding that he may not have taken advantage of some previous default of a like nature may re-enter on the demised premises or any part thereof in the name of the whole and peaceably hold the same thenceforth as if these presents had not been made.

25. If the Lessees shall at any time during the said term cease or fail to <sup>Power to enter and have of the land of Lessee cease to occupy.</sup> use any part or parts of the demised premises for the purposes of these presents or having brought any part or parts of the demised premises into cultivation shall cease to cultivate and protect the same in manner approved by the Governor 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 on such part or parts of the said demised premises and thereupon these presents shall take effect as though such part or parts had not been included in the demise hereby made but no reduction shall be made in the rent payable under these presents.

26. The Lessees having paid the several rents and monies 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 other than permanent buildings or any of them which the Governor shall not have elected to purchase under the provisions of these presents making reasonable compensation for all damage done to the demised premises by such removal. <sup>Power to Lessee to remove machinery.</sup>

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 some person to be appointed by the Governor for that purpose and the decision of such person shall be final.

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

Reserve  
customary  
rights of  
natives.

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

Receipt of  
rent not to  
waive breach  
of covenant.

33. It is hereby agreed that if at any time during the continuance of the said term after the expiration of the first three years thereof and before the determination of a period of 21 years from the death of the last survivor of the descendants now living of His Majesty King Edward the Seventh (in case such period of 21 years expires during the said term) the Lessees shall give to the Crown Agents notice in writing of the desire of the Lessees to purchase any portion of the demised premises not exceeding 25 square miles in superficial area then the Lessees shall be at liberty to purchase the lands and property specified in such notice not exceeding the area aforesaid at a price to be calculated at One rupee per acre and upon payment of the said purchase money to the Crown Agents or as they shall direct together with interest thereon from the date of such notice at the rate of 4 per cent. per annum until completion of the

Option to  
purchase up  
to 25 square  
miles.

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

As to notices by Crown Agents and Governor.

38. 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.

Crown Agents and Governor not to be personally liable.

39. Any and every dispute difference or question which may at any time arise between the Crown Agents on the one hand and the Lessees or any person persons or corporation claiming through or under the Lessees on the other, having 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 in any such Award as aforesaid or the rights or liabilities of the Crown Agents 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 otherwise settled) be referred to the sole arbitration of such person or persons to be nominated by His Majesty's Principal Secretary of State for the Colonies for that purpose and this shall be deemed to be a submission to arbitration within the meaning of the Imperial Act of Parliament known as the Arbitration Act 1889 or any statutory modification or re-enactment thereof for the time being in force and the provisions of every such Act shall apply to every arbitration under this Clause.

Arbitration.

40. And it is hereby agreed and declared that the 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.

Marginal notes.

In-witness whereof the Crown Agents have hereunto set their hands and seals and the Company have affixed their Common Seal the day and year first above written.

**The Schedule hereinafore referred to.**

All that piece of land situate in the East Africa Protectorate along or near to the banks of the Upper Tana River (which river is in these

premises included in the expression "the River Tana") containing an area of 100 square miles but not including in this demise the said River Tana or any authority over the navigation thereof all which said premises are approximately in the position indicated in the plan drawn on these presents.

Signed sealed and delivered by the above-named ERNEST EDWARD BLAKE, MAURICE ALEXANDER CAMERON and WILLIAM HUPWORTH MERCER in the presence of

E. E. BLAKE (L.S.)

M. A. CAMERON (L.S.)

W. H. MERCER (L.S.)

C. H. OMMAN,  
3 & 4, Great Winchester Street,  
London, E.C., Solr.

The Common Seal of MONGOLIA LIMITED, was heretofore affixed in pursuance of a Resolution of the Board in the presence of



T. W. BAKER, Director

F. C. HERVEY, Secretary.





# RIVER TANA.

Scale 1 Inch = 5 Miles

Miles

Map divided into 5 Miles squares

Surveyed by T.W. BARBER, 1897-98.

The Map referred to in Clause I of the Form of Lease, scheduled to a Concession dated 18<sup>th</sup> November 1907 between Sir Ernest Edward Blake K.C.M.G., Maurice Alexander Cameron C.M.G. and William Hopworth Morden C.M.B. of the one part and Messrs. Limited of the other part.



