

EAST AFR PROT.
No 20083

DOMESTIC
C.O.
20083
JUN 15

1905

(Subject)

Leave for use of Zam. lines

Mombasa

State that Uganda is running trains to meet the demand of steamers on the Indian Ocean, in order to carry passengers, luggage and cargo into Mombasa. As the port for these of Mombasa will be closed due to the loss of the traffic between Mombasa and Malindi and Malindi will take away an important portion of the traffic, it is that separation will be made.

(Minutes)

Mr. ...

to Mr. von ...
manager of the Syndicate
called here this aft. fully
confidant for the time of the
Chairman's letter.

agreement. He admitted that under the
leave the Co. had no right
to cooperation.
He added that the Syndicate
would be glad to get rid of
the loan lines by giving
them back to the Govt.
At present they are paying
£800 p. a. int, which will

34308

more use to £1000, and afterwards
to £500 p.a. If they chartered
it they would have to pay
£500 to Govt.

Mr. W. told me it was a
very peculiar concern the matter
being black labourers
who find the trouble
to come from it would seem to
be a case in which more education
greatly might be allowed.

I have looked at the previous
copy on the subject there seems
to be nothing later than June
1901 the date of question to Govt.

Copy to Comrs. along for a
part and so on from Mr. P. and
Governor. It may be that the
Comrs. whether the assignment
the letter to by the original
copy. And soon to the Member
He was duly approved as
a member with the intention
of the year 1901 1906
1906

Edw. J. G. 1906
Done

soon rise to £1000, and afterwards
to £1500 &c. If they chartered
it they could have the flag
£5000 to go to

Mr. W. told me it was a
very peculiar concern the notes
I have being black tobacco
who find the troubles
Price fair it would seem to
be a case in which more reduction
just might be allowed.

I have looked at the previous
of on the subject there seems
to be nothing later than June
1901 the date of quarter the lease

Copy to Comrs. asking for a
part and so on from Mr. Board
Kamer. I may think the
Comrs. whether the arrangement
the lease to by the original
Lapse. Anderson & the Monks
The was duly approved in
minutes with the exhibition
of the year 1901 14/6
J. H. Jones
Done

THE MOMBASA (B.E.A.)
TRADING AND DEVELOPMENT
SYNDICATE, Ltd.

RECORDED
20083
12 JUL 1902

MOMBASA -
MOUNTAIN ROAD
MOMBASA ST. E.C.
1000 AVENUE
MOMBASA
WATER STREET
MOMBASA
MOMBASA

ment Contractors. * Planters. * Hardwood and General Merchants
MOMBASA KILINDINI TRAMWAYS, MOMBASA ENGINEERING WORKS,
MOMBASA OIL GRAIN AND SAW MILLS, COLONIAL STORES, GRAND HOTEL, MOMBASA
AND COLONIAL STORES, NAIROBI

130, FENCHURCH STREET,

Secretary of State

LONDON E.C.

1902 June

1902

Colonial Office

Downing Street S.S.

Sir,-

We beg to refer to the lease our Syndicate holds
of you under date 11 June 1902 for the use of the Government
tramlines in the Island of Mombasa which tramlines run from the
port of Kilindini (2 1/2 miles from Mombasa) to the port of Mombasa
and having various Branch Lines in Mombasa itself.
It has now come to our knowledge that some time ago the Uganda
Railway is running trains to meet the arrival of the steamers in
Kilindini Harbour in order to carry both passengers, luggage and
freight into Mombasa. Now the Government rent for the lease of
the Tramways was assessed on the basis of the traffic between the
port of Kilindini and Mombasa and you must recognize that your
newly running trains will not only compete but will practically take
away an important proportion of the traffic that we have been
receiving under the lease. You will find that in January last

THE MOMBASA (B.E.A.)
TRADING AND DEVELOPMENT
SYNDICATE, Ltd.

327
TELEGRAPHIC CODES
"MOMBASA", LONDON

CABLE CODES (M23)

A.B.C. 2ND EDITION,
TELEGRAPHIC CODES
PRIVATE DELTA CODE.

Government Contractors. * Planters. * Hardwood and General Merchants.

PROPRIETORS OF MOMBASA KILINDINI TRAMWAYS, MOMBASA ENGINEERING WORKS,
MOMBASA OIL, GRAIN AND SAW MILLS, COLONIAL STORES, GRAND HOTEL, MOMBASA,
AND COLONIAL STORES, NAIROBI.

The Secretary of State
Colonial Office

130, FENCHURCH STREET,

LONDON, E.C., 1 0th June 190

(2)


We paid the sum of £824 being the annual rent in advance and
we shall therefore be glad if you will kindly look into this
matter at your early convenience and let us know what reparation
you propose to make to us.

We are, Dear Sirs,

Yours truly,

For The Mombasa Trading &
Development Syndicate Ltd,


Chairman


President

327

THE MOMBASA (B.E.A.) TRADING AND DEVELOPMENT SYNDICATE, Ltd.

GRAND MOMBASA
CASUARINA ROAD
DUNEDIN ST. E.C.
17 WATER STREET
147 CENTRAL
COLONIAL STORES

Telegraphic Address
"SWAHILI, LONDON"
Single Order Users
A. B. C. 5th EDITION
TELEGRAPHIC CODE
PRIVATE DELIVERY CODES

Government Contractors. ♦ Planters. ♦ Hardwood and General Merchants.

OPERATORS OF MOMBASA KILINDINI TRAMWAYS. MOMBASA ENGINEERING WORKS.
MOMBASA OIL, GRAIN AND SAW MILLS. COLONIAL STORES. GRAND HOTEL, MOMBASA.
AND COLONIAL STORES, NAIROBI

130, FENCHURCH STREET.

The Secretary of State
Colonial Office

LONDON, E.C. 1 9th June 190

(2)

We paid the sum of £224 being the annual rent in advance and
we shall therefore be glad if you will kindly look into this
matter at your early convenience and let us know what reparation
you propose to make to us.

We are, Dear Sirs

Yours truly,

For The Mombasa Trading &
Development Syndicate Ltd.

[Handwritten Signature] Chairman
[Handwritten Signature]

Indefinite made the ~~eleventh~~ day of ~~June~~ 1902 on behalf of the Government of the East Africa Protectorate between Sir Charles N. B. Elliot K.C.M.G. C.B. His Majesty's Commissioner and Consul-General of the East Africa Protectorate (who with his successors in title or his or their assigns is hereinafter called the lessor) of the one part and G. W. Anderson of Mombasa East Africa Contractor (who with his executors administrators and assigns is hereinafter called the lessee) of the other part

Witnesseth that in consideration of the rents hereinafter reserved and the covenants by the lessee hereinafter contained the lessor in exercise and execution of the powers vested in him doth demise unto the lessee the exclusive right to work and use the Government tram-line in the Island of Mombasa as it is in use at the date of the making of this Agreement but subject to the conditions exceptions and reservations hereinafter contained and doth further demise unto the lessee all the public carriages and other appurtenances whatsoever at the present time belonging to and used for the purposes of working and carrying on the said tram-line to such extent as may have been heretofore used for the purposes of the tram-line and doth reserve unto the lessor all carrying on tracks that have been heretofore used or appropriated by the Government for the use of the Government for the carriage of goods or material by or on behalf of the Government

It is hereby agreed that the lessee shall work and use the said tram-line to the satisfaction of the lessor and according to the terms and conditions of these presents and shall be bound to observe all regulations or provisions as the lessor and the Government may from time to time make

The lessee shall maintain and use upon the lands hereinafter demised such buildings and other outbuildings and to take such earth soil rubble and stone as may be necessary or proper for effectually working and maintaining the tram-line and generally to do all things whatsoever in relation to the premises as may be necessary or expedient for the construction and repair of the said tram-line and the premises of these presents

The lessee shall nevertheless be exercised to the reasonable satisfaction of the lessor and the Government to such Rules and Regulations as are now in force or may in the future be issued by the Government for controlling the traffic and working of the said tram-line and until any other Regulations be passed in that behalf subject to such provisions and restrictions made on behalf of the public or the local Government otherwise relating to the lease and user of a tram-line as are contained in the Tramways Act 1886 or as are usually contained in Orders made there-

Indenture made the ~~eleventh~~ day of ~~June~~ 1892 on behalf of the Government of the East Africa Protectorate between Sir Charles N. B. Elliot K. M. C. B. His Majesty's Commissioner and Consul-General of the East Africa Protectorate (who with his successors in title or his or their assigns is hereinafter called the lessor) of the one part and G. W. Anderson of Mombasa East Africa Contractor (who with his executors administrators and assigns is hereinafter called the lessee) of the other part

Witnesseth that in consideration of the rents hereinafter reserved and the covenants by the lessee hereinafter contained the lessor in exercise and execution of power vested in him doth demise unto the lessee the exclusive right to work and to Government tram-line in the Island of Mombasa as it is in use at the date of this Agreement but subject to the conditions exceptions and reservations hereinafter mentioned and doth further demise unto the lessee all the public carriages and other appurtenances whatsoever at the present time belonging to the Government and used for the purposes of working and carrying on the said tram-line to the extent as they have been heretofore let for the purposes of the tram-line to demise also in particular reserving all carriages or trucks that have been heretofore used or appropriated by the Government for the use of the Government or its officials or for the conveyance of goods or materials by the said tram-line

That the lessee shall manage work and use the said tram-line in the satisfaction of the public as being on the terms and conditions of these conditions and subject to such method of location or proposition as the lessor and the lessee may agree

That the lessee shall maintain and use upon the lands hereinafter demised such buildings and other outbuildings and to take such earth soil rubble and stone as may be necessary or proper for effectually making and maintaining the tram-line and generally to do all things whatsoever in relation to the premises as may be necessary or expedient for the construction and repair of the said tram-line and the premises of these presents

That the lessee shall be bound to be exercised to the reasonable satisfaction of the Government and subject to such Rules and Regulations as are now in force or may in the future be issued by the Government for controlling the traffic and working of the said tram-line and unless and until any other Regulations be passed in that behalf subject to such provisions and restrictions made on behalf of the public as the local Government may think fit relating to the lease and user of a tram-line as are contained in the "Mombasa Tramways Act 1886" or as are usually contained in Orders made there-

Except and reserved out of this demise all portions of the line which are necessary for the search for the coal and carry away the same but so that no damage is thereby to the surface or underground works.

Except and reserved out of this demise all portions of the line which are necessary for leading to private houses all such branch lines remaining unaffected by these provisions and except and reserved out of this demise the following liberties for the lessor or his workmen or agents:

Liberty to make maintain and manage work and use any sidings for goods merchandise or other traffic and to connect the same with the tram-roads and hereby devised and

Liberty generally to do all things whatsoever as shall be necessary or expedient for any of the purposes of these exceptions and reservations and with liberty and the public to pass and repose across over and along the said tram-road or line or without horses carts waggon or other carriages to the full extent to which the rights of the public are reserved by "The Indian Tramways Act 1886." Provided that in the case of heavy traffic likely to damage the tram-line the lessor shall use his endeavours to procure law to be passed to confine the public rights of crossing tram-roads at such points as may be specified by the lessor and in case no law is so made at such specified points he will make proper level-crossings for a kind of traffic.

With liberty to such officials as the lessor may from time to time specially appoint exceeding a total number of five men to run one private car over all parts of the tram-roads. Provided that the running of the public service of cars be managed as far as possible.

With liberty to such other persons as the lessor may from time to time specially appoint exceeding a total number of twenty both as to themselves and their families to travel at a charge of 50 per cent below the ordinary rates.

With liberty for the lessor or his servants to have free passage over all parts of the tram-roads for goods of any description whatsoever. Provided such goods are not for Government trucks and of Government property. Provided that His Majesty's carriages shall have first right of way at all times and in all services.

And with liberty to all Government officials both as to themselves and their families to travel at a charge of 25 per cent below the ordinary rates.

To hold the premises from the 1st day of January 1903 for the term of twenty-one years thence next ensuing. Yielding and paying therefore yearly and in arrears for the first five years of the said term of twenty-one years the clear sum of Rs. 8000 for the ensuing ten years the sum of 1,000 yearly in advance and for the last six years of the said term the sum of 1,500 yearly in advance. The first payment of rent for the purposes of these presents to be made immediately on the execution of this indenture and all future payments at the 1st day of January in every year and the lessor doth covenant with the lessor that he will pay the rent hereby reserved as aforesaid on the days mentioned.

And will pay compensation to such persons (if any) as at the date hereof are owners of houses or other interests in the said tram-line and are entitled therefore to compensation and will indemnify the lessor against all claims or demands that may be made by such persons and in the event of any person making a claim in this behalf and being willing to submit such claim to the arbitration of the lessor the lessor agrees to submit such claim to the lessor for determination to pay to the person entitled (if any) as the lessor may award.

And will at all times during the continuance of this Agreement provide a good sufficient public service of tram-cars and will keep in good and sufficient order and in proper condition all tram-lines points premises erections tracks and all other conveniences necessary to the working of the said line.

And at the expiration or sooner determination of the said term deliver up the premises erections lines tracks and other conveniences in as good order and repair as they are in at the date of this Agreement or will provide new and good stock of things in lieu of such as may be worn out or destroyed.

And will at any time during the said term assign demise or otherwise dispose of any part of the possession of the said premises or any part thereof to such persons as he may see fit for the whole or any part of the said term without prejudice to the writing of the lessor.

And the lessor hereby covenants to execute this lease and prior to taking possession of the said premises and plant together with the sum of Rs. 2,000 to be approved by the Government and to deposit the same in the name of the lessor in the Public Treasury to the credit of the provisions of this Indenture.

And the lessor hereby covenants with the lessee that he paying the rent hereby reserved and observing and performing the several covenants conditions and stipulations on his part contained hereunder and the several exceptions and reservations herebefore contained) peacefully and quietly hold and enjoy the premises and things hereby devised without interruption by the lessor or any person claiming by through or from him.

And the lessor doth grant to the lessee a lease for the term of twenty-one years commencing with the demise of the use of the tram-line of a plot of land the extent of 1 1/2 acres to be selected by the lessor on the south side of and adjacent and having a reasonable frontage to the tram-line between Mombasa and the tram-line being between the land of Ali-bin Salim and Ismailji Jivanji for the erection of buildings or otherwise employing the land for purposes connected with the tram-line at a rent of 240 rupees per year per annum to be paid in advance by the lessee on the same days as the rent herebefore reserved which he the lessee hereby covenants to pay.

And the lessor hereby covenants and these presents are upon this express condition that if the rent hereby reserved or any part thereof shall be unpaid for twenty-one days (though no demand or legal demand shall have been made thereof and notwithstanding no advantage shall have been taken of a previous default) or in case of the

Except and reserved out of this demise all mines and minerals with the right to search for dig collect and carry away the same but so that no damage be thereby to the tram-line or to the tracks and

Except and reserved out of this demise all portions of the line which have been or may be leading to private houses all such branch lines remaining unaffected by these provisions and except and reserved out of this demise the following liberties for the lessor and his workmen or agents:

Liberty to make maintain and manage work and use any sidings for goods merchandise or other traffic and to connect the same with the tram roads and hereby demised; and

Liberty generally to do all things whatsoever as shall be necessary or expedient for any of the purposes of these exceptions and reservations and with liberty to the public to pass and repose across over and along the said tram-road or line or without horses carts waggons or other carriages to the full extent to which the rights of the public are reserved by the Indian Tramways Act 1886: Provided that in the case of heavy traffic likely to damage the tram-line the lessor shall use his endeavours to prohibit heavy traffic to be carried over the tram-line and to prevent heavy traffic from using such points as may be specified by the lessor and the lessor hereby covenants that at such specified points he will make proper level crossings for all kinds of traffic.

With liberty to such officials as the lessor may from time to time appoint exceeding a total number of five each to run one private car or more at any one time: Provided that the carrying of the public service of cars be discontinued as far as possible.

With liberty to such other persons as the lessor may from time to time appoint not exceeding a total number of twenty both as to themselves and their goods to travel at a charge of 50 per cent below the ordinary rates.

With liberty to the lessor or his servants to have free passage over all parts of the tram-line for goods of any description whatsoever: Provided that His Majesty's shall be deemed to have free right of way at all times and on all occasions.

And with liberty to such officials both as to themselves and their goods to travel at a charge of 25 per cent below the ordinary rates.

In and to premises from the 1st day of January 1903 for the term of twenty-one years thence next ensuing counting and paying therefore yearly and in advance for the first five years of the said term of twenty-one years the clear rent of Rs 8000 for the ensuing ten years the sum of 1,000 yearly in advance and for the last six years of the said term the sum of 1,500 yearly in advance—the first payment of rent for the purpose of these presents to be made immediately on the execution of this indenture and all future payments on the 1st day of January in each year and the lessor doth covenant with the lessee that he will pay the rent hereby reserved as aforesaid on the days mentioned.

and to pay compensation to such persons (if any) as at the date hereof are owners of houses or other interests in the said tram-line and are entitled therefore to compensation said will indemnify the lessor against all claims or demands that may be made by such persons and in the event of any person making a claim in this behalf and being willing to submit such claim to the arbitration of the lessor the lessor hereby covenants to submit such claim to the lessor for decision and to pay to the person entitled (if any) as the lessor may award.

The lessor at all times during the continuance of this Agreement provide a good sufficient public service of tram-cars and will keep in good and sufficient order the said tram-line and condition all tram-line points premises erections trucks and all appliances and conveniences necessary to the working of the said line.

At the expiration or sooner determination of the said term deliver up the premises erections lines trucks and other conveniences in as good order and condition as they were in at the date of this Agreement or will provide new and good stock or things in lieu of such as may be worn out or destroyed.

And without at any time during the said term alienate demise or otherwise dispose of any part of the premises or any part thereof to any person or persons who however named in any part of the said term without having notice in writing of the lessor.

The lessor shall execute and cause to be executed this lease and all things necessary to be done in and about the premises hereby demised together with two sureties to be approved by the lessor enter into a joint and several bond in the sum of Rs 5000 to the effect that the lessor shall observe and perform the several covenants and conditions contained in this lease and the charge of the provisions of this indenture.

The lessor hereby covenants with the lessee that he will pay the rent hereby reserved and observing and performing the several covenants conditions and conditions contained in his part contained in the several provisions of this indenture (herebefore contained) presently and upon demand and enjoy the premises and things hereby demised without interruption by the lessor or any person claiming by through or from him.

The lessor hereby covenants that he will grant to the lessee a lease for the term of twenty-one years commencing with the demise of the use of the tram-line of a plot of land the extent of 1 1/2 acres to be selected by the lessor on the south side of and adjoining the tram-line and giving a reasonable frontage to the tram-line between Mubasa and Ismaili Jivanji for the purpose of erecting buildings or otherwise employing the land for purposes connected with the tram-line at a rent of 240 rupees per annum to be paid yearly in advance by the lessee on the same days as the rent herebefore demised which the lessee hereby covenants to pay.

The rent hereby reserved and these presents are upon this express condition that if the rent hereby reserved or any part thereof shall be unpaid for twenty-one days (such number of days as may be demanded) shall have been made thereof and notwithstanding no advantage shall have been taken of a previous default) or in case of the

breach or non-performance of any of the covenants, conditions, stipulations, or agreements herein contained on the part of the lessee to be performed then and in such cases it shall be lawful for the lessor to enter upon the said premises with any buildings out-houses trucks machinery or other things and to take possession of the same in satisfaction of any unpaid rent or portion thereof and to otherwise determine the present lease and thereupon the powers, liberties, powers and authorities hereby granted shall cease and terminate absolutely and as if the said term had expired by effluxion of time and as far as concerns and for the purpose of enforcing any right of action which may be accrued to any of the parties hereto by reason of any breach of or non-performance of any covenants or agreements herein contained.

In witness whereof the said parties to these presents have hereunto set their hands the day and year first above written.

Witness
Abner C. [unclear]
[unclear]

G. [unclear]

breach or non-performance of any of the covenants provisions stipulations or conditions herein contained on the part of the lessee to be performed then and in such cases it shall be lawful for the lessor to enter upon the said premises with any buildings out-houses trucks machinery or other things and to take any portion of the same in satisfaction of any unpaid rent or portion of the same (thereby) determine the present lease and thereupon the present lease and all the liberties powers and authorities hereby granted shall come to an end and shall be void as if the said lease had expired by effluxion of time and as far as concerns and for the purpose of enforcing any right of action which may accrue to any of the parties hereto by reason of any breach of all or any of the covenants or agreements herein contained.

In witness whereof the said parties to these presents have hereunto set their hands the day and year first above written.

Witness
 Attest: *W. Wright*
W. Wright

G. W. Anderson

M. & C.
20083

of Cape Town.

DRAFT

The Chairman of
the Mombasa Trading
& Development Syndicate Ltd

June 05.

MINUTE.

- Mr. ~~the~~ 14/6/05
- Mr. Andrews
- Mr. Coak
- Mr. Lucas
- Mr. Graham
- Sir M. Omsomney
- The Duke of Marlborough
- Mr. Lyttelton

2 D/6

Sir I am directed by
Mr. P. Lyttelton to acknowledge
the receipt of your letter
of the 10th inst in which
you express the
competition of the
Uganda Railway
with the Tram Lines
in the Island of
Mombasa, secured by the
Govt. to Mr. G. H. India-
son, & to inform you
that he is requesting
H.M.'s Commissioner for
the East Africa Protec-
torate to furnish
him with a report on the
subject. I am, Sir,

16. Protestants No 274

Comr. Sir D Stewart

24 June 05

1102 16/6/05

ansd 34365

Sir
 Please to forward to you the
 accompanying copy of
 a letter from the
 Maritime Trading &
 Development Board
 on the in which they
 complain of the viola-
 tion of the Uganda
 Railway with the
 Treaties, signed by
 the Govt. to Mr G W
 Cadogan & request
 that you will furnish
 me with a report on
 the subject.
 I should be glad to
 hear also whether

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