



5703

51050
NOV 15

This Paper
Entered 4th

1915

4 Nov.

Last previous Paper.

98978

Submit desired explanation regarding
title on Coast property, dated 6 of Oct 1911, also
on land acquired from natives, give
history of transactions under this head.
enclose copies of deeds relating to them.

Send cards to Dec 15
Copy cards (with memo) to file 937 cons 31 Dec 15

Printed title

Pl. get 25 (4 encls.) + off of
29 Sept. 1915 3978 its type early -
Concession Paper

~~For G. ...~~
I submit ... of which
were put together ...

The question of the ... the barak land
is the only point ... should give honor.
On this, I would only ...
The concession ... far from
... as ever. It is agreed that
the western boundary of the ...

Next subsequent Paper.

57703

Batobees memo which states
me now I see it included
in para 4 of the dft. I do
not construe the arrangement
to be between the Coy
representatives as involving
liability under
contract with
theirs. The proposal
is that the fort should
not raise any question as to
whether money expended on
any land which interests may
subsequently prove title, is
admissible under the lease
or not.

(2) That in consideration
of this the Company would
convey (or more
properly convey) to the fort
any land which interests
them ~~from~~ ^{from} title, & through
the Coy, prove a probate
title.

(3) That the fort will
include in the lease to
any land the probate of such
so conveyed to them.

(4) The Coy shall
of interests have to show

title to any land the
Coy will guarantee
the Coy rights under
their agreement.

Before he accepted (4) we
should of course have
satisfied ourselves that the
Company claim to the
land mentioned in the
Contract of 7/12/10 is valid
as against interests
representatives.

As an alternative propos-
ition we might put it to
the Company that we will
agree to (1) (2) & (3) above
but not to (4). This would
not involve the Coy in
any obligation with regard
to any land to which interests
may prove title, but
which they may not receive
from them, while it would
relieve them of all doubt
as to expenditure on question.

representatives

It would however have the
disadvantage of holding
up the delimitation of
the land indefinitely.
On the whole I think
we should

? reply to the Coy
saying we understand
their proposal to be
(1) (2) (3) (4) above
That we will put
this to the Gov
but have grave
doubts whether he
will accept (4)
I ask whether they
would not be prepared
to accept (1) (2) (3)
alone, explaining
as at A. above.

Ulean's note
I suspect the
other off

cf. 25/10/15

70
sent over it to me yesterday.
understood from the discussion that they
could expect the Govt. to complete their
purchase of the M'Barak land - ^{but it is true that} certainly
they don't say so in their letter which
leaves it to the Govt. to make a suggestion as
to how they should be secured in the possession
of the M'Barak land. But if they are
prepared to pay the remainder of the purchase
price they would I think have said so.

It will no doubt be best to write to the
C. as Mr. Younger proposes - so as to
find out more definitely what they think;
but I feel sure that they will press for
(4). It is not enough for them to count
on development expenditure the money
they have spent on the undefined land -
they will want to avoid this expenditure
being wasted through the loss of the land.

W.D.
26/11/15

W.D. Connor

at once

H. J. R.

27/11/15

MEMORANDUM

EAST AFRICAN ESTATES LIMITED.

438

Development & expenditure to 31st October, 1911.

At the Meeting referred to in the Company's letter of the 4th November, Mr. Reed, Mr. Tennison and Mr. [Name] represented the Colonial Office.

It will be understood that we have no materials in [Name] to enable us to check all the sums mentioned [Name]. The more important amounts, namely, [Name] claim of the Company to have spent £20,058 [Name] to and the figure of £20449 for the [Name] [Name], are given in the abstract [Name] Company's financial statement.

Additional [Name] that a proportion of [Name] should be allowed for periods of [Name] as the stipulation in the [Name] should only be counted for periods [Name] continuous residence, it will be necessary [Name] to the Governor before approval [Name] proposed at the Meeting that the [Name] should be taken to be sufficiently covered [Name] residence, as the Protectorate leave [Name] contemplates an officer being absent for [Name] resident service. We did not encourage this [Name] and they appear to have dropped it.

The proposal that ^a the proportion of the General Manager's passage money to and from East Africa should

Copy No 939 in case of R.C. & B.

be allowed in addition to salary may be accepted.

^{Over}
Mr. Grant's salary and expenses.

The Company have not answered paragraph 5 of our letter of the 29th September, in which we stated that it was understood ^{that} ~~the amount~~ ^{account} would include no part of the Assistant General Manager's salary except for actual residence on the Coast Estate; but the Secretary has since stated that he feels sure that this understanding is practically accurate. In any case, we agreed provisionally to accept the Company's view that Mr. Grant's visits to the Coast must be regarded as ~~that of an~~ ^{that of an} expert and that the salary and expenses claimed should be ^{ad}mitted. With regard to the fee of 15 guineas paid to an outside adviser for a report on the Gazi Estates, this may be allowed.

With regard to Safari and Miscellaneous expenses, the Company's proposals as to articles to be deleted or included may be accepted.

Bacon Factory Expenditure.

The surplus expenditure on the Bacon Factory was not included in the amount which the Company claimed to have spent, and therefore its disallowance does not involve any reduction.

Telegrams.

We need not go further into this. We have done enough to ensure the expenditure to be allowed is kept within due limits.

Land purchased from Natives.

This is ^{the} most important and most complicated item. The Company appear to make a good prima facie case, but

Further correspondence has passed with regard to the land obtained from the Natives. As regards land purchased from the Natives, the

It must be left to the Protectorate Government to check the particulars, ^{but} we appear to have no information as to the restoration to M'Baruk of the confiscated territory. The suggestion that both this land and the ^{land which the Company had acquired from Arabs} land which the Company had acquired from Arabs should be included ⁱⁿ the land leased by the Government, the Company surrendering its free-hold rights, appears to be the best solution of the difficulty. But it may be pointed out that, as regard M'Baruk's land, the proposal would apparently involve the Government in a large payment for completing ^{the} freehold purchase ^{to} which the Company have begun. It is impossible to say what the cost would be, because the area which M'Baruk could claim is unknown. At ~~the~~ ^{the} Meeting the Company stated that it might possibly amount to 100,000 acres and as the contract price was 1 rupee per acre and the Company only paid 1,000 rupees down, a sum between 66000 and 27000 may be involved. It is not clearly stated, but may be presumed, that the Company would claim, as development ^{cost} expenditure, not only the amount for which they have spent on the land in question, but also the amount (3000 rupees) which they have spent in obtaining it. The Company have not answered our question as to the amount already spent on the land purchased from ^{the} natives simply because they cannot possibly do so until the land belonging to M'Baruk has been defined.

It will be observed that the Company maintain that land purchased from Arabs is not land purchased from Natives

11

Natives within the meaning of the old lease. It is quite true that the Protectorate make a point of never applying the word 'natives' to Arabs, but it is not so certain that Arabs were not intended to be included when the old lease was drafted. With regard to the ultimate paragraph of the Company's letter, he agreed at the Meeting, that money paid for compensating Natives for Coco-nut trees should not be regarded as interference with Native rights. It was considered that this transaction could hardly be taken to apply to the land on which the trees grew.

The Summary, enclosed in the letter, calls for little comment. There appears to have been two errors in arithmetic in the calculations with regard to the first two items, they involve less than 22 taken together and in each case the error is to the advantage of the Government.

The effect of the summary is to reduce the figure of development expenditure to something over £14,000. The expenditure since October 1911 is not yet known but it could hardly be less and may be considerably more. There is, therefore, little prospect of the Company being called upon to spend any considerable further amount in order to make up the sum of £40,000, which under the new lease, they are required to spend before the 31st December 1917.

10/11/17 N.S.

1050
EAST AFRICAN ESTATE



TELEPHONE NO. 734 GERARD
POSTAL ADDRESS, 1052 GERARD
OFFERS PICCOY LONDON

5967-

no

Carlton House,
Regent Street,
London S.W. Nr. 1, 1915

442

Sir,

I now beg to reply in detail to your letter of September 29th (No. 33978/1915) on the subject of the admission of Expenditure on the Coast Property of this Company in the East Africa Protectorate up to the 9th October 1911, and to confirm the interview which took place on the 22nd inst between General Owen Thomas, the Assistant General Manager and myself and the representatives of your department, when the subjoined explanations of certain items to which your letter draws attention, were given.

Appended to this letter is a summary showing the total of the deductions in which the Company concurs.

Paragraphs 1. 2. and 3 require no comment. General Thomas' Salary Paragraph 4. During the three years in question General Thomas has resided in East Africa for periods of five and a quarter, six, and six months respectively, most of which periods have been spent on the Company's plantation. In view, however, of the stipulation that salary is only chargeable in the

case of continuous residence the Company must submit to the exclusion of the greater part of General Thomas' salary from the account. 443

It was, however, provisionally agreed at the above mentioned interview with the representatives of your department that in view of the fact that General Thomas' main energies in East Africa have been directed to the supervision of planting operations, that the additional salary at the rate of £500 per annum payable to him while resident in East Africa (i.e. over and above the salary payable while resident in England) should be allowed. This suggested item would be subject to the deduction of three twenty thirds in respect of the Bacon Factory as proposed by the Colonial Office.

It was also provisionally agreed that a proportion of the General Manager's passage money to and from East Africa in the same ratio as the proportion of additional salary allowed (less three twenty thirds) bears to the total salary for the period should be admitted, and that this principle should apply to future accounts both as regards salary and passage in cases where the General Manager's residence in East Africa was for periods of less than twelve months.

Mr Owen Grant's Salary and Expenses Paragraphs 5 & 6.

It was provisionally agreed that in the special circumstances attending Mr Grant's visit to the Plantations, his travelling expenses to and from the Coast should be

allowed. Mr Grant is an expert engineer, and on each occasion that he has visited the Coast to superintend the erection of, or to do other work in connection with the machinery, the proportion of his salary charged plus travelling expenses to and from the Coast certainly would be less costly than the fee of an outside expert (who would probably himself have to travel from Nairobi.) 444

Mr Grant has also occasionally visited the Coast for the purpose of making a detailed examination of the plantation matters, questions of labour etc., in other words Mr Grant has fulfilled the function of a plantation "Visiting Agent". It was explained to your representative that the expenses of a "Visiting Agent" were as properly chargeable to development as the plantation manager's salary, and that here again the proportions of Mr Grant's salary and expenses charged were considerably less than the fee which would have otherwise been charged by a "Visiting Agent".

In this connection please refer to item number thirteen on the list of proposed exceptions. For the reasons stated above it was provisionally agreed that 15 guineas the cost of an earlier technical report on the plantation by an outside expert should be allowed to stand.

General Thomas' Safaris and Expenses, Paragraph 6: It will probably be most convenient to consider in detail the items appearing in the Summary Analysis under the

Plantation staff travelling Expenses (i.e. Travelling Expenses of Employees permanently resident on the plantation therefore chargeable).....124.11.

General Manager's living expenses on the plantation chargeable to the account.....340. 8. 1

Mr Owen Graham's travelling expenses to Town chargeable to the account (see preceding paragraph)..... 11. 3. 8.

Ordinary plantation expenditure, recruiting expenses etc (which was in error allocated to travelling expenses) chargeable..... 75. 3. 9.

Fares and expenses Uganda to be deleted from account..... 27.10. 0

Mr Young's Expenses (including General Thomas') to be deleted from account.....203.12. 2

Expenses of Lord Cobham, General Thomas and Mr Young to be deleted from account.....286. 5. 2

1122.16. 1

to para seven of the Colonial

General Manager's

is dealt with in a

proceed

The

in re

agreed to be

of which is show

Amount to be included

- (1) Novels for Col. Thomas: A Note was made in the account to deduct this item, but through an oversight this was not done. Rs. 5 44
- (2) Registration of: The Mombasa telegraphic address is, as explained to your representatives solely used for plantation cables and this amount is therefore chargeable as a plantation office expense. 1. 81.
- (3) Subscriptions to East African Standard. 75. 00
- (4) Camp equipment for Safari. 289. 50
- (5) Maps of Coast 415. 00
- (6) Included in No. 7
- (7) Royal Agricultural Show expenses. 276. 39.
- (8) Photographic requisities. 71. 56
- (9) Book on East Africa. 20. 00
- (10) Expenses Lord Cobham (See previous Paragraph)
- (11) Hire of Bicycle 20. 00
- (12) Expenses Mr Young (see previous paragraph)

Note: Mr Young is Assistant General Manager of the Company in London and not Financial Adviser as suggested in the Colonial Office memorandum.

Report on East African Estates Com. (preceding paragraph)

G. ...

27. 50
1912. 50

...within the Gasi township area". For nine months the work was in consequence suspended, at the end of which time the Government decided that its action had been mistaken, but offered no compensation to the Company for the consequential loss of about £900.

Scarcely was this trouble over before the Company was embroiled in difficulty again by the claim of the native Arabs to the cultivated areas.

Investigation proved that these natives were acting in good faith as they had held possession ever since the departure of their chief M'baruk. To increase the complications of the situation it transpired that the Arabs had actually re-sold to an Indian purchaser (whose purchase money was subsequently returned) land which we had cultivated. It therefore became immediately imperative that we should take steps to secure our cultivated area and also the intrusion of Indians within our concession, and the Company thereupon determined through its representative to buy out all the Arab claimed land (roughly 1500 acres).

After this purchase had been effected, M'baruk the original owner of all the land in the district of Gasi claimed it as part of a larger undefined area, and the Company was called on to buy again the land already bought and paid for, and which previous to that time was pointed out by the Government Commission as land belonging to the Government which the Company might

...within the Gasi township area". For nine months the work was in consequence suspended, at the end of which time the Government decided that its action had been mistaken, but offered no compensation to the Company for the consequential loss of about £900.

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cultivate.

It may be well to recall the outline of this chief's history. M'baruk was a powerful military chief with fortified quarters at Gani and 1900 soldiers under arms. The old East African Company provided him with a good monthly income by way of maintaining peace. Some eighteen years ago however, he rebelled, and when defeat necessitated his retirement into German East Africa his land was confiscated.

451

In 1909 the Government at the request of the German Colonial Office pardoned him, and agreed to restore the confiscated territory to him when it could be proved to what area he was entitled. M'baruk gave his son Power of Attorney, and with this son the Syndicate again feeling the imperative necessity of safe-guarding their cultivation, and of preventing the sale of land within their concession to Indians, negotiated the purchase of all M'baruk's contingent rights of title to lands south of M'baruk. It will be apparent that had we not taken these steps M'baruk's land might had he established a title to it, have been disposed of to a number of Indian settlers with whom he was actually in negotiation and as its extent was and is quite unknown further cultivation by the Company in any direction would have become impossible. The step which we took was clearly as much in the interest of the Government as of ourselves as it enabled the development of the

... naturally ... the decision of ...
... past actions have only been ...
... Government also.

At our above-mentioned interview your representatives provisionally put forward the proposal that no objections might be raised to the admission of Expenditure on land of which the freehold or contingent freehold title had been acquired, provided that the Company was willing to surrender its freehold right to the Government on the understanding that such land should form part of the land included in the lease. This the Company is willing to do, and in the case of land purchased outright no difficulty seems to present itself to such a course.

In the case of M'baruk's land however the title should now be regarded only as an option to purchase as being the case of time it would be competent on the Company to withdraw from the agreement, but should M'baruk's representatives ... title the Company would ...
or conclusion of ...
and having said



... of the ...
... of the ...
... of the ...

... of the ...
... of the ...
... of the ...

... of the ...
... of the ...
... of the ...

... of the ...
... of the ...
... of the ...

all the ... before ...
... which they have indicated.
... of your representatives. I enclose
for transmission to his Excellency copies of the deeds
which relate to the transactions in question.

1. Agreement between Colonel Owen Thomas and "several persons Arabs and Swahilis" dated February 4th 1910 in respect of land near Gazi. (Note: For the sake of regularity a separate was subsequently executed from General Thomas to the Company in respect of this land of which a copy is also enclosed)
2. Agreement between Col. Owen Thomas and M'baruk Bin Rashid bin Galim in respect of land (not defined) in the neighbourhood of Gazi.

We may mention that quite apart from the above
... has been from time to time necessary for us
(in some instances at the suggestion of Government Officials

... to see with these matters ... to buy out possible
tenant/... for example ... patches
... In the ...
... no freedom ...
... subject to ...
... with quite ...
... many people come forward with minor
... when the ...

I am enclosing a duplicate of this letter in case you
desire to transmit a copy to His Excellency the Governor.

I have the honour to be Sir,

Your obedient servant,

J. J. [Signature]
Secretary.

456

To the Under Secretary of State for the Colonies,
Colonial Office,
S.W.

Enclosure in letter to Colonial Office.

List of items referred to in accompanying letter, to the deduction of which the Company agrees.

457

Refer to
our letter
Page

General Thomas' Salary:

Total as per account

25442.4.11

Less

2

Additional £500 per annum payable while in East Africa to be retained in the account: Say 1½ years @ £500 per annum - £750 ²⁰/₂₃ of £750

652.2. 724797.2.4

General Thomas' passage to and from East Africa

410.3.9

Less

Proportion retained in ratio of salary retained to total salary. i.e.

2

652 of £410. 3. 9
5449

47.9.4 362.14.5

4 General Thomas' fares to Zanzibar Mr Young's passage to East Africa

10.3.9

43.5.2 53. 8.11

6

Fares and expenses Uganda

27.10.0

5

Mr Young's expenses

203.12.2

6

Expenses of Lord Cobham General Thomas and Mr Young

286. 5. 2

6/7

Miscellaneous Items

83. 4. 9

7

Hides Sundry receipts Tobacco etc.

29. 14. 4

5843.12. 1

Summary.

Total of expenditure to Oct 9th 1911 as per Summary analysis rendered

20068.12.

Less deductions as above

5843.12.

Revised figure of expenditure.

14225. 0. 8

C O P Y.

THIS AGREEMENT made the seventeenth day of December One thousand nine hundred and ten Between ~~Shahabuddin bin Salim Khelan of Dar es Salaam in German East Africa~~ (for himself his heirs executors administrators or assigns hereinafter called the Vendor) of the one part and Owen Thomas of the East African Estates Limited (for himself his heirs executors administrators or assigns hereinafter called the Purchaser) of the other part

WITNESSETH as follows that is to say:-

1. The Vendor agrees to sell and hereby assures unto the XXXX Purchaser at a sum calculated after the rate of One Rupee per acre of the land intended to be hereby sold and assured as aforesaid (on which a sum of Rupees one thousand has already been paid as a deposit and in part payment of the said total price to be ~~XXXX~~ computed as herein mentioned) the freehold in possession of ALL THAT piece of land situate at Gazi in the British East Africa Protectorate XX and adjoining and neighbouring on the plantations of The East African Estates Limited late Uplands Syndicate Limited at Gazi aforesaid which said piece of land is land new or formerly used for the cultivation of cereals ground provisions and the like by the Vendor or his agents tenants or licensees and none of the slaves or servants.

2. The Vendor agrees and hereby covenants with the Purchaser that he will or shall or by his attorney or agent proceed forthwith with the Purchaser or his agent to the land hereby sold or agreed to be sold and there point out and show the boundaries of the said land so as to obtain and make a survey thereof and will at such times formally place the Purchaser in possession of the said land so that he will on the survey of the said land complete the same and prepare and finally execute the same and pay the same or the residue

1308

of the purchase money (to be paid immediately) the
 completion and approval of the said plan by the
 effectual conveyance of the said lands to the
 and xxx prepared in accordance with the terms and cost of
 Purchaser convey and further finally secure the said
 premises unto and to the use of the Purchaser or as he
 shall direct AND ALSO will xxx compensate all natives
 (if any) or others now living upon the said land who
 are now in any way or manner or become entitled to
 compensation by means of any act, law or commission
 or otherwise made by the Vendor or under any claim
 of right whatsoever and will keep indemnified the
 Purchaser his heirs, executors, administrators or assigns
 against any and all claims, suits or demands (or
 by any other person or persons) against him
 or them or AND ALSO of the said natives failing
 satisfactorily to prove their title to the said lands
 and required to prove their title to the said lands
 pay back to the Purchaser the purchase money
 (computed as aforesaid) together with interest
 thereon at the rate of five per cent per annum
 or several parts of the purchase money as the
 said natives may be entitled to receive
 as aforesaid and the said Vendor shall be bound to
 compute the purchase money as aforesaid and to execute
 the stipulations herein contained xxx AND ALSO by
 himself or by his agent and together with a Surveyor
 will as soon as convenient after the execution of
 presents xxx proceed with the Vendor to the said lands
 for the purpose of marking out the area and of making a good
 and proper plan thereof AND ALSO that the
 said Vendor shall at his own expense prepare a plan of the
 said lands marked out by the Surveyor or Surveyors
 provided AND ALSO that on having a conveyance of the said

of the purchase money (to be paid immediately) the
 completion and approval of the said plan by the
 effectual conveyance of the said lands to the
 and xxx prepared in accordance with the terms and cost of
 Purchaser convey and further finally secure the said
 premises unto and to the use of the Purchaser or as he
 shall direct AND ALSO will xxx compensate all natives
 (if any) or others now living upon the said land who
 are now in any way or manner or become entitled to
 compensation by means of any act, law or commission
 or otherwise made by the Vendor or under any claim
 of right whatsoever and will keep indemnified the
 Purchaser his heirs, executors, administrators or assigns
 against any and all claims, suits or demands (or
 by any other person or persons) against him
 or them or AND ALSO of the said natives failing
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 and required to prove their title to the said lands
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 thereon at the rate of five per cent per annum
 or several parts of the purchase money as the
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 as aforesaid and the said Vendor shall be bound to
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 presents xxx proceed with the Vendor to the said lands
 for the purpose of marking out the area and of making a good
 and proper plan thereof AND ALSO that the
 said Vendor shall at his own expense prepare a plan of the
 said lands marked out by the Surveyor or Surveyors
 provided AND ALSO that on having a conveyance of the said

... several persons ...
... and whose hands are subscribed
... Indenture (hereinafter referred to as "the Vendors"
... shall include where the context so admits
their heirs, executors, administrators and assigns) of the
... part And Lieut Col Owen Thomas, General Manager, East
African Estates Limited of Gazi near Mombasa British East
Africa (hereinafter referred to as "the purchaser" which
expression shall include where the context so admits his
heirs executors, administrators and assigns) of the other
part. WHEREAS the Vendors are seised and possessed in fee
simple free from incumbrances of the hereditaments hereinafter
described intended to be hereby conveyed, and they have
agreed to sell the same to the purchaser at the price of
Rupees two thousand (Rs. 2000). NOW THIS INDENTURE WITNESSETH
that in consideration of the sum of Rupees two thousand
(Rs. 2000) on or before the execution hereof paid by the
purchaser to the Vendors (the receipt whereof the Vendors
hereby acknowledge) they the Vendors do hereby grant assign
transfer and convey unto the purchaser ALL THOSE Shambas or
parcels of land situate in Gazi between the Muele Road on the
one side and Mombasa Road on the other ~~sides~~ both commencing
from the North end of the town of Gazi And bounded on the
East by the Mombasa Road beginning from the North end of the
town of Gazi and running about North East ... there a
boundary is ... by the ... at the South end of the

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and on the ~~land~~ road also beginning from the North end of the town of Gazi, and running about North west to a point where a beacon is set up by the Vendors; And on the South by the town of Gazi; and on the North partly by land the property of the Government of the East Africa Protectorate and partly by land owned by the people of Gazi; and along the North West and North East boundaries thereof a path has been cut and cleared and beacons set up by the Vendors And which said Shambas or parcels of land are intended to be more particularly delineated and described in a plan intended to be annexed to these presents and thereon coloured red

TOGETHER WITH all the trees standing thereon and all rights easements advantages and appurtenances whatsoever to the said hereditaments ~~appurtenances whatsoever to the said here~~ appertaining or with the same held or enjoyed or reputed as part thereof or appurtenant thereto. TO HOLD the said hereditaments unto and to the use of the purchaser for ever.

AND the Vendors do hereby covenant with the purchaser that notwithstanding anything by the Vendors or anyone from whom they or any of them derive title, done or ~~known~~ knowingly suffered, they the Vendors now have power to grant all the said hereditaments to the use of the purchaser free from incumbrances AND THAT all the said hereditaments and premises may be quietly entered into held and enjoyed by the purchaser without any interruption by the Vendors or anyone through whom they or any of them derive title. AND THAT the Vendors and every person claiming through or in

trust for them or with them, or any one through whom they or any of them receive title, will at all times at the cost of the purchaser execute and do all such assurances and things for further or better assuring all or any of the said hereditaments and premises to the use of the purchaser as by him may be reasonably required. AND THAT the Vendors or each of them will at all times at their own expense defend and settle any claim or action that may be brought against all or any of the said hereditaments and premises by any person whatsoever.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals the day and year hereinabove written

Signatures in Arabic.

Suleiman bin Mahomed C. Zeheraw

Ali bin Mahomed B Ali Mazzin.

Salah C Mahomed b Khamis Mazzin.

Nasir C Abdalla C Nasir

Nasir C Khamis C Abdalla

Rashid C. Zeheraw Rashid Mezani

Abdalla bin Mahomed

Said bin Haja Ali

Signed sealed
and delivered
by the Vendors
in the presence
of

(sd) Kmw Dougall

Mega Bin Taloo

Beza Bin Bashaikh

Mubati B Barst

Chambi B Khazir

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Signed sealed and delivered by the purchaser in my presence

(Sgd) Bayarigt Baidoo

High Court Plsader

Of ~~the~~ S.A.P

(Sgd) Owen Thomas

AFRICA PROTECTIVE
SHIMONI REGISTRAR

No. 8. of ... 1910

produced by Liset Co. Owen Thomas

Qazi.

and registered at the request of
the Registration Office Shimoni
in the presence of

(Sgd) T. A. Dias
District Clerk

dated this 8th day of February
1910.

(Sgd) Walter Mayar.

Registrar.

assigns) of the one part: And The [unclear]
Limited whose registered office is situated
(hereinafter referred to as the Purchasers
shall include where the context so admits
assigns) of the other part: wherein
ed in fee simple free for

persons whose

title to

title to

title to

title to

title to

title to

title to

title to

who

the ends

... Gazi Road and ...
 beginning ...
 ... about ...
 ... by the Arab ...
 or ... of land ...
 town of Gazi and ...
 of the Government, of the said ... and partly
 by land owned by the people of Gazi and along the
 west and North East boundaries thereof a path ...
 cut and cleared and ...
 who sold the ...
 which ...
 ...
 ... thereon Coloured red in ... annexed

Together with all trees standing thereon And

rights easements advantages and Appurtenances whatsoever
 the said hereditaments appertaining or with the same held
 or enjoyed or reputed as part thereof or appurtenant thereto
To Hold the said hereditaments Unto and To The Use of the
 Purchasers in fee simple for ever And the Vendor hereby
 covenants with the Purchasers that he the Vendor hath not
 done or knowingly suffered or been party or prior to Act or
 thing whereby he is prevented from conveying the said lands
 in manner aforesaid And ~~that the Vendor doth not~~
 that all the said hereditaments and premises may be quietly
 entered into held and enjoyed by the purchasers without
 interruption by the Vendor And the Vendor doth hereby
 covenant with the Purchasers to hold the Purchasers

the said Shambas or parcels of land or any part thereof through or under them and at his own cost charges and expense make execute and deliver and further assurance as may be required for the quiet and uninterrupted possession of the Purchasers to the Shambas or parcels of land. In Witness whereof the hands and seals of the parties hereto the day and year first above written

Signed Sealed and delivered

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by the Vendor in the presence of } (Sgd) Owen Thomas.
(Sgd) Norman W. Gracey
21/3 Carlton House, Regent Street. S.W.

The Common Seal of the

Purchasers The East African Estates Limited was hereto affixed in the presence of

(Sgd) Cobham
(Sgd) Plymouth.

} Directors.

(Sgd) Norman W. Gracey Secretary.

EAST AFRICA PROTECTORATE.
SHIMONI REGISTRY.

No. 20 of A 1910
Produced by Principal Registrar
of Documents

and registered at his request at
the Registration Office at Shimoni
in the presence of (Sgd) P. A. Dias
District Clerk.

15th day of

(Sgd) Registrar)

Handwritten text, possibly a signature or name, at the top of the page.

for

