



EAST AFR. PROT
26176

316
26176
7 JUN 15

utton, O...
Rendall

1915
5th June

Last previous Paper.
24745

EAST AFRICAN ESTATES LTD LEASES

The drafts approved by Solicitors to the Coy subject to amendments and marginal notes shown in red ink. Request to meet with Mr Tenyson to discuss.

Mr Tenyson

*Mr. Bettamly
W. Scott
Sir J. Fuller*

** J.R.
7/6/15*

I have spoken to you about these drafts, and I think we agreed upon the various points raised as follows:-

(1) THE BACON FACTORY LEASE.

Clause 2. I see no objection to the proposed amendment, but you thought you would like to consider this in connexion with the other suggested alterations.

Clause 4. There seems no objection to these alterations.

Clause 5. The 1910 lease did not define clearly what parts of its provisions applied to the land referred to in the three Parts of the Schedule. But, I think it was always intended that the Limuru land should be used

*1/15/15, 8/15/15
Copy sent to Mr 23 July 1915*

** J.R.
* J.R.*

Last subsequent Paper.
29409

as a Bacon Factory only, and I think we should strike out the red ink addition. Unless we do so the clause will have to be entirely recast. As to the addition of sub-clause vii I think this can be accepted so long as we strike out the words added at the beginning of the clause.

See telegram Gov. on 1891. his reply on

(See below)

Clause 8. We can agree to this I think.

was H-2

Clause 10. I think this clause must be retained. On 1671B we told the Company that we intended to make provision for the maintenance ^{of} development and this seems to be the most reasonable form in which that provision can be made.

was H-2

Clause 11. This alteration will disappear if Clause 10 is retained.

was H-2

Clause 13. I think we can agree to this, but the lessees should always be the government and the address of representatives, & provision should be made

was H-2

Clause 14. This alteration will disappear if Clause 10 is retained.

was H-2

Clause 15. The alteration in the words 'but in altering these words you will result there later on.'

Clause 16. A reference to the address of the representative will be inserted here also.

was H-2

Cyril Parnica

(2) THE GOVERNMENT

Clause 1. This amendment appears to be correct

was H-2

Clause 2. There is no objection to this.

Clause 3. I understand the Company's proposal to be that they should be allowed to set off against the rents received by this clause the balance of any payment actually made by them in respect of the £1000 rent reserved by the lease. I do not know how any payments of this kind were made, but in any case I think we must contest this proposal. We are making

a concession by allowing the to pay at the rate of 250 for the years 1891-1892.

Clause 4. I think this clause should be retained.

Clause 5. I think this clause should be retained.

Clause 6. I think this clause should be retained.

Clause 7. I think this clause should be retained.

Clause 8. I think this clause should be retained.

Clause 9. I think this clause should be retained.

Clause 10. I think this clause should be retained.

Clause 11. I think this clause should be retained.

Clause 12. I think this clause should be retained.

Clause 13. I think this clause should be retained.

Clause 14. I think this clause should be retained.

Clause 15. I think this clause should be retained.

Clause 16. I think this clause should be retained.

Clause 17. I think this clause should be retained.

Clause 18. I think this clause should be retained.

Clause 19. I think this clause should be retained.

Clause 20. I think this clause should be retained.

Clause 21. I think this clause should be retained.

Clause 22. I think this clause should be retained.

Clause 23. I think this clause should be retained.

Clause 24. I think this clause should be retained.

Clause 25. I think this clause should be retained.

Clause 26. I think this clause should be retained.

Clause 27. I think this clause should be retained.

Clause 28. I think this clause should be retained.

Clause 29. I think this clause should be retained.

Clause 30. I think this clause should be retained.

Clause 31. I think this clause should be retained.

Clause 32. I think this clause should be retained.

years and curtailing the latter.

Third Schedule. I think these alterations may be accepted.

with
H. J. H.

When we have decided these points, I should arrange an appointment with Mr. H. S. Dunning by Telephone

(H.S.)

1. Bacon Factory Lease

9/6/07

d. 5. Lease. The land was definitely leased for the special purpose of the Bacon Industry, and if it ceases to be used for that purpose the object of the lease is null and void. The establishments of the industry are in fact a condition of the grant of the whole lease of 1910.

See especially
dft on the
1908/9/07
9/21/26/07

No doubt this change is what Goll Thomas had in mind when he asked for an ordinary agricultural lease, though he certainly gave me no impression that they proposed to absorb the bacon.

2. Lowland lease.

d. 3. Part of £1000 was paid to C.A. at the beginning of 1910 when it was decided that rent should be paid locally. See

CA/443/1
CA/100/1/1/1

years and curtailing the latter.

This Schedule. I think these alterations may be accepted.

W.D.
316

When we have decided these points, I should arrange an appointment with Mr. H. Ommancey by Telephone

CB

1. Bacon Factory Lease 9/6/19

U.S. Paper. The land was separately leased for the special purpose of the Bacon industry, and if it comes to be used for that purpose the object of the leasing is still to support the establishment of the industry, the joint production of the joint of the whole case of 1910

See especially
aft on 2/1
1989/07
9/21/26/01

No doubt this change, what Goll Thomas had in mind when he asked for an ordinary agricultural lease, though he certainly gave me no impression that they proposed to abandon bacon.

2. Lowland lease.

U.S. Rent of £1000 was paid to C.A. at the beginning of 1910 later it was decided that rent should be paid locally. See

CA/10978/100
CA/10978/100

Mr. Bottomley
The Rect.

I saw Mr. Sommaney this
morning. Two points arose
in our discussion, both
concerning the lowlands lease.
(1). It appears that the
note to cl. 3. is only
intended to suggest that it
should be allowed
to set off their payment
on the old lease against
their payments under the
new lease. You might perhaps
be inclined to accept
- at a later stage at
least. It would simply
mean that no money
would now or the first
payment would be made
in 1916. I think for the
present we should
reject the
proposal.

I am inclined
to agree - as
I have always
subject to
the

(2) Clause 9. The original

Mr. D. D. D. D.
Mr. Reed

I saw Mr. D. D. D. D. this
morning. Two points arose
from discussion. Both
concerning the lowlands lease
(1). It appears that the
note to cl. 3 is only
intended to suggest that
it should be allowed
to set off their payment
on the old lease against
their payments under the
new lease. You might perhaps
be inclined to accept
- at a later stage at
least. It would simply
mean that no money
would now be paid for
the first time
payment would be made
in 1916 I think for the
present we should
reject the
proposal.

I am inclined
to agree - as
far as - as
have any
subjects to
introduce

(2) Clause of the original

provision reserving
water rights should
be modified as follows

W.S.

"any person holding
land below or adjoining
the demised premises
to a reasonably full
supply ~~the~~ supply"

Now? W.S. P. Mason
S. O. & R. instructing them
in the sense of the
above minutes.

If we are going to
date the deed May 31
we must be careful
not to miss the time
for stamping. I have
arranged with W. O. to
take the necessary steps
about this.

CB

14.6.15
W.S. 14.6.15

at once
H. J. R.
14/6/15

MEMORANDUMFirst Paragraph.

The draughtsman appears to have omitted the words "which expression shall include, where the context so admits their successors ^{and} ~~or~~ permitted assigns" after the words "hereinafter referred to as the lessees" in line 5. The result of this appears to be that the covenants of the lessees do not extend to their successors and assigns. ~~I should propose to add~~ The words above mentioned, ~~should be added.~~

First Schedule. First Part. Last paragraph.

The words "and ^(a) at any time may be required" in lines 5 and 6 seem to be unnecessary and ambiguous, since it will be impossible to rule out of the Concession, at the date of the lease, lands which may subsequently be required for the purposes mentioned. It should further be observed that the draft contains in clause 7 ~~the~~ ^a covenant by the lessees to surrender any lands which may be required for this purpose at any time on receipt of notice.

With regard to the lands subject to the Diespecker and Macallister concessions these have already been dealt with in the Colonial Office despatch of the 10th July 1900. It was pointed out in that despatch that the effect of this paragraph of the draft would be to exclude permanently from the East African Estates Concession all lands within

the boundaries of the Diespecker and Macallister leases even though the leases with regard to these lands or any part of them may never become effective.

It is understood from Colonel Owen Thomas that he regards this as being the proper interpretation of this paragraph. He says however that it was originally the intention of the government and himself that this land should be thrown into the East African Estates Concession if the negotiations with regard to the Diespecker and Macallister concessions fall through. In connection with this point it may be further mentioned that the definition of the Western boundary in this part of the schedule will require alteration, since there is nothing in the draft, as now drawn, to show what the direction of the line mentioned in the first line of the last paragraph should be and whether it should be straight or not. It would seem, prima facie, to be desirable that the line should be as far as possible parallel to the coast line, and this view is shared by Colonel Owen Thomas. One possible definition would be to make the line run straight 21° east of ~~the~~ true north, ^{(it might be made} or parallel to a line connecting Chimoi and Mombasa. It does not appear that it will be possible to have a straight line unless some of the Diespecker and Macallister lands are to be included.

There appears to be some confusion between this paragraph of the Schedule and clauses 11 and 21 of the draft lease. The schedule excludes from the area granted, mangrove forests, land required for government and Admiralty purposes, lands already leased or granted, lands subject to the Diespecker and Macallister Concessions and all lands privately owned, and directs that these lands are to be particularly

particularly delimited on the annexed plan. Clause 11 of the draft directs that all privately owned land and land in which natives have rights and all true forest areas exceeding one square mile are to be demarcated and not included in the survey plans. It would appear to be the intention of clause 11 that not only privately owned land, which is specifically excluded by the last paragraph of the first schedule, but also lands on which natives have rights and forest areas exceeding one square mile should be excluded from the lease; but if this is the intention the native lands and forest areas should be included in the exception contained in the last paragraph of the first schedule and that paragraph and the second paragraph of clause 11 should be brought into agreement. It is further to be observed that the words "lands in which natives have rights" are very ambiguous. Clause 21 provides that natives shall be entitled to exercise over any part of the leased premises their customary rights of collecting fire-wood etc., but lands over which they possess such customary rights would appear to be land on which natives have rights within the meaning of clause 11. It is understood from Colonel Owen Thomas that the words referred to in clause 11 are intended to mean all lands owned by natives, whether individually or communally, in contradistinction to clause 21 which refers only to lands on which natives have incorporeal rights. If this is the intention the second paragraph of clause 11 should be more specifically drawn up.

First Schedule. Second Part.

Colonel Thomas states that he understood that it had been agreed that the Company were to have rights to

go outside the limits of the land eventually selected in the ^{Town} Desert in order to find water for irrigation purposes. He suggested the following form of words as a possible definition of these rights:

"To prospect bore and sink wells on any land outside the demised premises and to use and carry water from such wells or from any streams outside the concession for the purpose of irrigation or for domestic purposes".

He states the Company would be prepared to allow any other grantee of lands in the desert the same rights to prospect for and use for irrigation water found on the Company's Concession if necessary.

It is understood that the words "being of a generally waterless condition" in the second part of the Schedule are intended to show that the Company would not select their land along, for instance, the river banks. According to Colonel Thomas' view this made the question of an external water supply especially important. In any event, the words mentioned require more precise definition if they are intended to have the effect above referred to.

Clause 3 of the draft lease.

It would seem to be preferable that the rate of ~~500~~ should rise gradually to £1500 in proportion with the advance of the survey and should not jump suddenly

as is at present provided in this clause. It was suggested to Colonel Owen Thomas that the rate might rise from £50 to £75 when one quarter of the 2,500 acres was surveyed and so on, with possibly a proviso that the whole survey should be completed within some specified time. Colonel Thomas suggested 10 years as a reasonable time. He stated however that he attached very great importance to the retention of the clause as drafted in this respect, in so much as it constituted a strong inducement to the Government to complete the survey at once. There were also certain respects in which partial survey, although it would, as we intended, be quite sufficient to enable the Company to keep pace with the demands of cultivation and ^{the} ~~the~~ letting, might not be sufficient to enable the Company to carry out the necessary operations in the way of road and railway making (for example) to ensure the general development of their concession. He said, however, that he was quite ready to accept any modification which would make it plain that the increased rent ^{shall} ~~should~~ not be withheld merely on the ground of some technical failure of the Government to complete the survey, as, for instance, the inability to ^{determine} ~~advance~~ the Western boundary.

It is further observed that the drafting of this clause is not satisfactory. As the rents are to be paid in advance it will not be possible for all payments to be made on the 1st of January. For instance, the first payment must take place on the execution of the lease and the first payments in respect of the £1500 and £2000 rents will also be payable on some day other than the 1st of January unless the plan referred to in this clause is approved on the 1st January. The clause should be re-drawn to meet these points.

Clause 5.

Line 4. It would seem desirable that the words "*and business*" ~~"ambiguous"~~ should be inserted after "residential". In line 8 the words "the lessees are able to prove to the satisfaction" are wrong. They should be struck out and the words "is satisfied" inserted after "Governor" in line 9.

Clause 9. ~~F~~ and ~~G~~.

Sub-clause (C) appears to be too wide and as it stands makes any reference to any kind of buildings in *(A)* unnecessary.

Sub-clause (C) should be deleted and the words "and any buildings" inserted after "residence" in line 1 of *(A)*.

Sub-clause (B). The words "(except China clay)" should be inserted after clay in line 1.

Clause 10.

The words "in particular and without prejudice to the generality of the preceding provisions" should be inserted at the beginning of line 3. It would appear to be desirable to expressly include ^{*minerals*} oil among the minerals excepted and this point is being discussed with the Company.

Clause 12.

the words "building" and "residence" in line 2 should be transposed.

Clause 16.

The wording of this clause is very unsatisfactory. As it stands it is obviously impossible for the government to accept ^{3/} since the lessees would be able to defeat its

its operation by continuing to occupy any part, however small of the lands demised. On the other hand the wording of clause 26 of the original lease obviously went too far in the other direction since it was impossible to expect the lessees to continue to use and occupy the ~~building~~ ^(note) of the demised premises. It would appear to be sufficient if the lessees were compelled to maintain the standard of development which is imposed on them by clause 4 of the draft, but if a provision is to be drafted on these lines a proviso will have to be inserted in order to enable them to let land go out of cultivation in the ordinary course of agriculture, or in order to bring other land into cultivation of a different nature where they desire to do so.

2 100

TELEGRAPHIC ADDRESS,
"OMMANNEY LONDON"
TELEPHONE NO 1258 LONDON WALL

3 & 4, GREAT WINCHESTER STREET,
LONDON E.C.

327

24775/15.

June 24 1915

26176
7 JUN 15

Sir,

~~EAST AFRICA~~

With further reference to your letter of the
1st instant, we now enclose you for your consideration
drafts of the two Leases of the East African Estates
Limited, which have been approved by the Directors of
the Company, subject to the amendments and marginal notes
shown in red ink. We shall be glad to have an appoint-
ment with Mr. Tennant in order to discuss the arrangements
with him.

Yours faithfully,

Yours faithfully,
The Under Secretary of State for the Colonies,

The Under Secretary of State for the Colonies,

FRANCIS EDWARDS,
"GARDNER LONDON"
TELEPHONE NO 1259 LONDON WALL.

3 & 4, GREAT WINCHESTER STREET,
LONDON. E. C.

323

26176/1915.

RECEIVED
17 JUN 1915
COL. OFFICE

June 16th 1915.

Sir,

EAST AFRICA PROTECTORATE

We are in receipt of your letter of yesterday's date with reference to the amendments in the proposed Licence to the East African Estates Limited suggested by the Company's Solicitors. The contents of your letter now under reference will at once be communicated to the Company's Solicitors.

We are, Sir,

Your obedient Servants,

Francis Edwards

The Under Secretary of State for the Colonies,

Mr Bottomley

? attach

MP
17/6

WCS
17.6.15
attach

SPRA

6176

5/26/76 EATS

329



9 103

61 5302-20
15 June 1915

Ref. attached
Amount 20409
29410

DRAFT.

... Sutton, *Pennington*
& Randall

MINUTE.

Mr. *McDougal* 14.6.15

Mr. *Tennison* 15 6 15

Mr. *Rand* 15

Mr. *[Signature]*

Sir G. Fiddes

Sir H. Just

Sir J. Anderson

Mr. *[Signature]*

Mr. Harcourt

I am directed by
the Executive Board here
to acknowledge the receipt of your
letter of the 5th of June,
enclosing drafts of the
proposed lease, to the
East African estates, etc.
as indicated by the
Company's Solicitors
& I am to be with regard to
the same lease,

Copy 500 23 July 1915
Clauses 2 and 4 The alterations
are accepted

Clause 5. The Board here
regrets that it is unable to
agree to the proposed
extension of the period
for which the lease may
be used. The Board has
been largely influenced for
the purpose of the loan

intensity, and as the
Gov. has definitely
recommended that the provision
of clause 5 should be
retained the words proposed
to be added in the second
line should be omitted. The
alteration in sub-clause III
may, on this consideration, be
~~thus~~ accepted.

Clause 8. The alteration is
accepted.

Clause 10. Should be retained.
The Company was informed
by letter from this Office
of the 17th of April that
provision should be
made for the maintenance
of development, and
Clause 10 is drafted
so as to make that
provision a tenant
responsibility.

Clause 11. As drafted,
is altered.

Clause 13. As drafted
alteration may be
accepted, but provision
should be made to ensure
that the C. & G. will always

The Gov. has advised
that the words "and
development" should
be added to the
words "and maintenance"
in clause 10. This
alteration is accepted.

Keep the Gov. informed
of the address of their
representatives. 939

Clause 16. Should remain

unaltered. When you hear any objection,
this alteration may be accepted.

Clause 25. See on clause 13.
This clause should provide that
copies shall be effective if made
at the last address named in the lease
and the name of the representative of the tenant
in the regard to the landlord's

name.

Clause 26. The alteration
of the words "and alteration"
is correct.

Clause 2. As drafted is
accepted.

Clause 3. As drafted is

accepted. It is a
regret that he cannot
agree to the proposal
to cut off the payments of
rent under the old lease
against the payments
to be made under the
new lease in respect of
the years 1914 and
1915. It is pointed out
that it is considered
reasonable to demand
a penalty of £50 a year
for the whole length of the

1914.

Clause 4. The alterations are accepted. The Boxer Law will be glad if agreement can be come to us regards the amount of post-operative which may count towards development, but if does not seem necessary to delay the execution of the lease on that account.

Clause 7. The alterations are accepted.

Clause 9 to Govern... attached should importance to the preservation of the water rights of other land holders, but the Boxer Law would be prepared to modify the ~~proposed~~ proviso so as to read

"and subject to the rights of the owner and any persons holding land below or adjoining the land in premises to a reasonably full and pure supply of water from any river &c."

The other alterations in clause 9 are accepted.

1914

Clause 4. The alterations are
accepted. The Board has
will be glad if agreement
can be come to in regard
the amount of part
expenditure which may
count towards development,
but it does not seem
necessary to delay the
execution of the lease
on that account

Clause 7. The alterations may
be accepted

Clause 9 to Govern
attached should importance
to the preservation of the
integrity of the
water rights of other
landholders, but the
Board has would be
prepared to modify the
provisions of clause 9 so as to
read

"and subject to the rights
of the lease and any person
holding land below or
adjoining the leased
premises to a reasonable
full and pure supply of
water from any river or

The other alterations in
Clause 9 are accepted

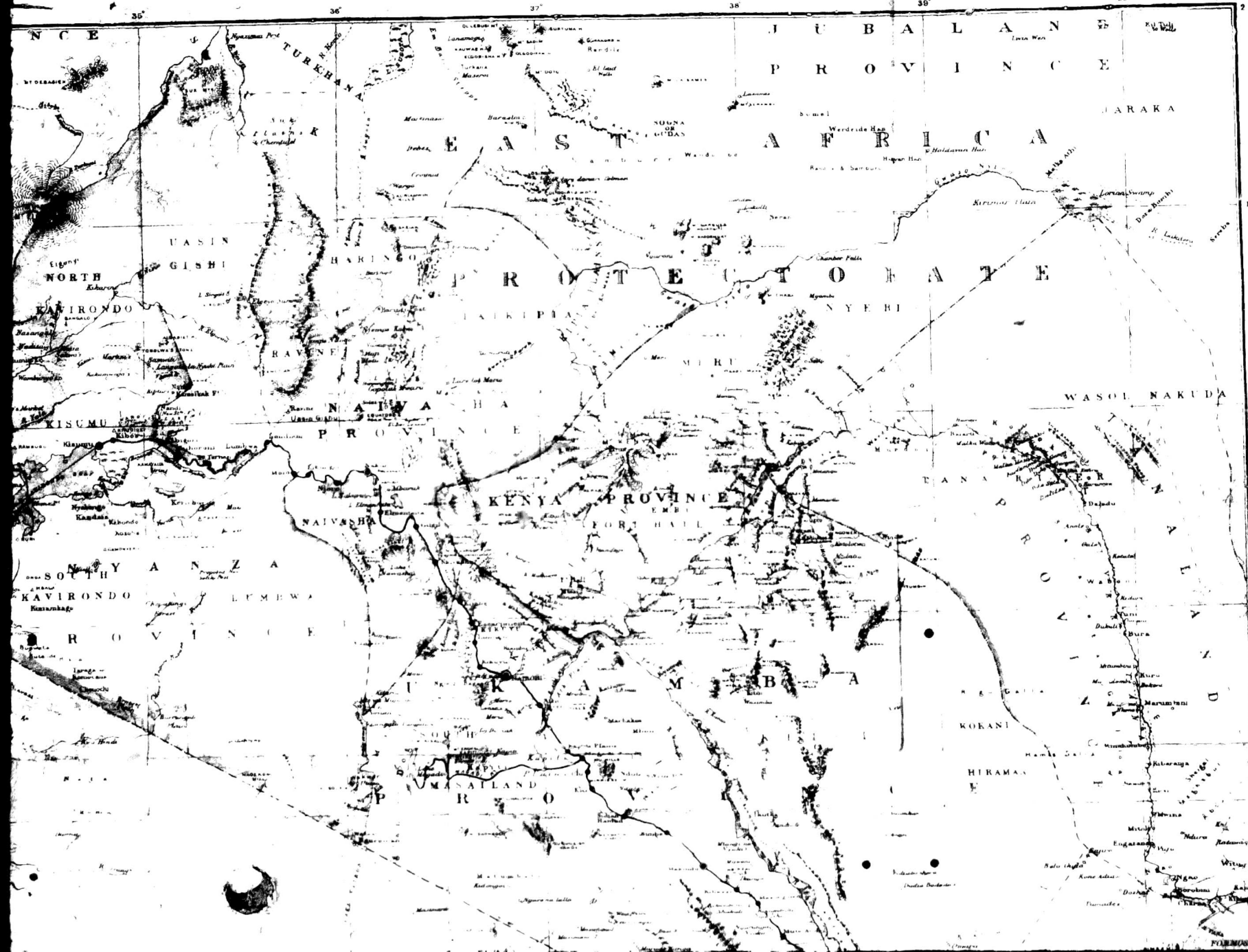
18

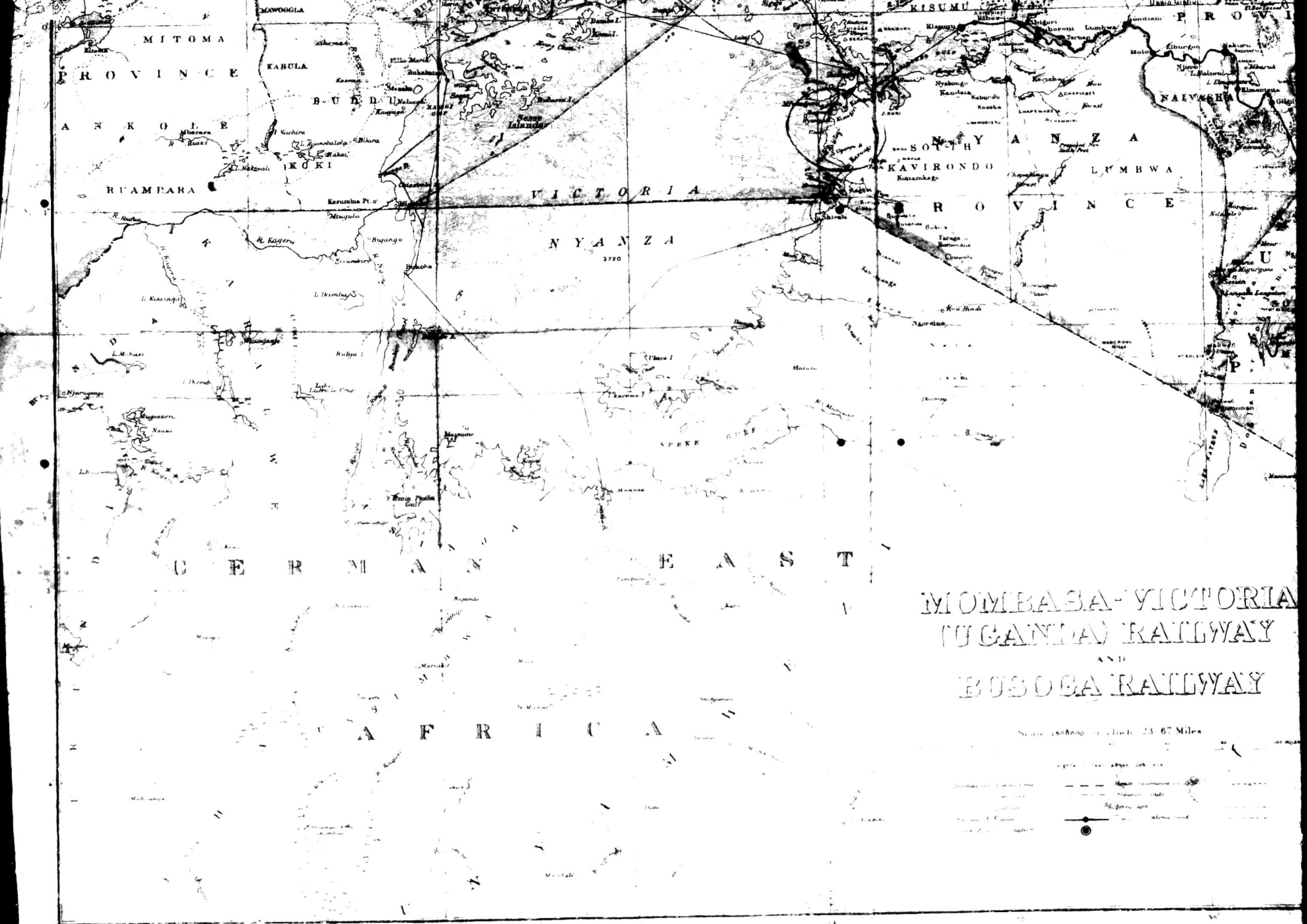
Mr. Boardman understands that you will make arrangements to avoid any difficulty with regard to the stamping of the documents, which may be caused by the original to date them the 31st of May

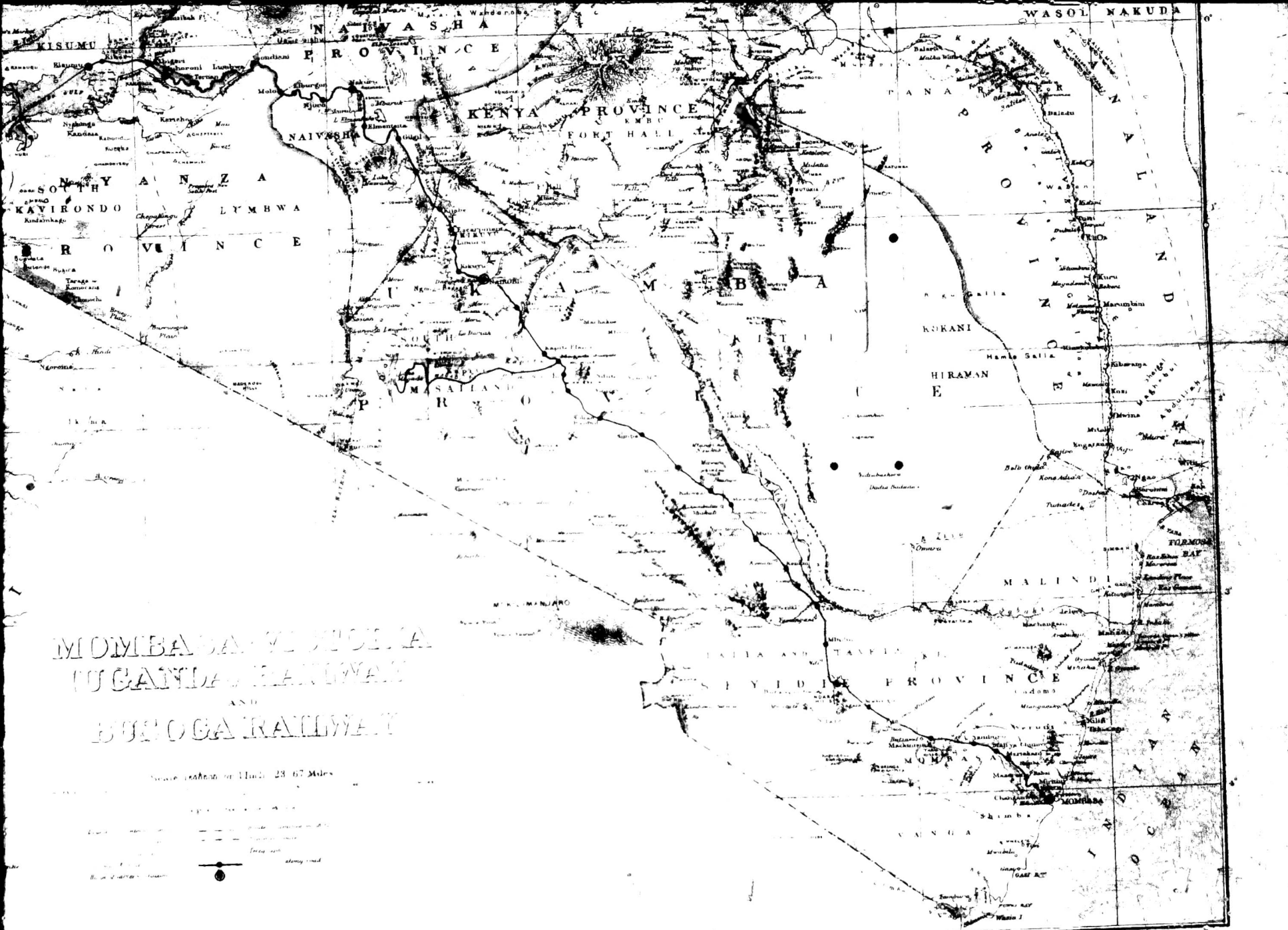
} _____

(Signed) M. J. BEAD.

for the Under Secretary of State

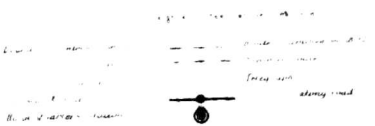






MOMBASA, UGANDA
AND
BURUGA RAILWAYS

Scale (shown in Hindi) 23.67 Miles



Copyright 1911 by the Government of India. Printed at the Government Press, Madras.

EAST AFRICA PROTECTORATE.

Lease

OF

LANDS IN THE SEYDIÉ PROVINCE ^{and Umanbi} IN THE EAST
AFRICA PROTECTORATE.

DATED

1916.

SUTTON, QIMANNEY & RENDALL,

5 & 6, Great Winchester Street,

London, E.C.

East Africa Protectorate.

This Indenture made this _____ day of _____ 1915

Between SIR REGINALD LAURENCE ANTROBUS K.C.M.G. C.B. MAJOR SIR MAURICE ALEXANDER CAMERON K.C.M.G. late of His Majesty's Corps of Royal Engineers and SIR WILLIAM HETWORTH MERCER K.C.M.G. all of Whitehall Gardens in the City of Westminster the Crown Agents for the Colonies (hereinafter referred to as "the Crown Agents" which expression shall include where the context so admits the Crown Agents for the Colonies for the time being or their successors in title) acting for and on behalf of THE GOVERNOR OF THE EAST AFRICA PROTECTORATE (hereinafter referred to as "the Governor" of the one part and THE EAST AFRICAN ESTATES LIMITED a Company incorporated pursuant to the law of England and having its Registered Office at Carlton House Regent Street in the County of London (hereinafter referred to as "the Lessees" which expression shall include their successors and permitted assigns where the context so admits) of the other part.

Witnesseth that in consideration of the surrender of a former Lease of the hereditaments hereby demised and other hereditaments dated the 20th day of April 1910 and made between the Crown Agents of the one part and the Lessees of the other part and of the rent and reservations hereinafter reserved and of the covenants by the Lessees hereinafter contained or implied by virtue of the provisions of the Crown Lands Ordinance 1902 the Crown Agents hereby demise unto the Lessees First all that piece or parcel of land situate South of Mombasa in the Seyidie Province in the East Africa Protectorate more particularly described in the First Part of the First Schedule hereto. Secondly all that piece or parcel of land situate in the Taru Desert in the Province of Seyidie in the Protectorate more particularly described in the Second Part of the First Schedule hereto. And Thirdly all that piece or parcel of land situate South of Mombasa in the Province of Seyidie in the Protectorate more particularly described in the Third Part of the First Schedule hereto. Provided that the premises hereby demised shall be subject to delimitation by survey in accordance with the provision in that behalf hereinafter contained.

2. Except and reserving out of the demise hereby made Exceptions and reservations all roads ways waterways and passages or through upon or

over the demised premises (but with a right for the Lessees to use the same in common with all other persons having the like right) and excepting and reserving unto the Crown Agents and the Governor and their and his Lessees all such precious stones mines minerals and mineral oil in or under the demised premises with all such powers of working winning getting and making merchantable the same as are in Clause 20 hereinafter mentioned or referred to And excepting also and reserving unto the Crown Agents and the Governor the waters of any river stream or lake flowing or being in through or upon the demised premises with full liberty and right to use the said excepted waters or any of them or any other waters which may be or be found in or about the demised premises for the supply of water or power for any Government purpose whatsoever or for the purpose of working winning getting and making merchantable any of the minea minerals and mineral oil hereinbefore excepted and for such purpose or purposes to dig or sink such wells or bore-holes and to divert stop or dam such streams or watercourses and to make and maintain such power stations pumps watercourses culverts lines of pipes drains reservoirs or other works upon in or through the demised premises as the Governor shall think desirable and from time to time with workmen and others to enter on the demised premises and to repair renew cleanse and enlarge the said power stations pumps wells bore holes watercourses culverts pipes drains reservoirs and other works And it is hereby agreed that no compensation shall be payable to the Lessees in respect of the liberties and privileges hereby excepted and reserved or in respect of any damage arising from the exercise thereof save as in Clause 20 hereinafter expressly mentioned and save also that the Lessees shall be entitled to such compensation for damage caused by the exercise of the said liberties and privileges to any irrigation works actually constructed by the Lessees and to any part of the demised premises irrigated by means of such works as in case of difference shall be fixed by arbitration as hereinafter provided. TO HOLD the said lands (except as aforesaid) unto the Lessees for the term of 99 years from the 1st day of January 1914 subject save where expressly herein otherwise provided to the provisions of the Crown Lands Ordinance 1902 and to the Rules for the time being in force under the said Ordinance.

Form of
Lease 3

Rents.

3. YIELDING AND PAYING therefor in advance payable (save as herein otherwise provided) on the 1st day of January in every year the rents in respect of the premises demised hereinafter set forth and save as herein otherwise provided yielding and paying proportionate amounts in respect of any period less than one year as follows that is to say:—

I. In respect of the premises demised in the First Part of the First Schedule hereto—

- (a) Rent at the rate of £50 per annum until such time as the said premises shall be delimited by survey. The first of such payments (being the sum of £100 the receipt whereof is hereby acknowledged in respect of the years 1914 and 1915) shall be paid on the date of the execution of these presents.
- (b) Thereafter rent at the rate of £1,500 per annum for a period of five years commencing from the date of the approval by the Director of Surveys for the time being to the Government of the Protectorate (which Government is hereinafter referred to as the Government) of the plan of the demised premises.
- (c) Thereafter rent at the rate of £2,000 per annum for and in respect of the residue of the term of 99 years from the 1st day of January 1914.

II. The rent in respect of the premises demised in the Second Part of the First Schedule hereto shall be deemed to be included in the rental specified to be paid for the area set forth in the First Part of the First Schedule hereto and no additional sum shall be demanded or paid in respect thereof.

III. In respect of the premises demised in the Third Part of the First Schedule hereto—

- (a) Rent at the rate of six cents per acre per annum commencing from the date of the approval of the plan by the said Director of Surveys
- (b) Additional rent at the rate of Rs. 15 per acre per annum in respect of all lands sold sub-leased sub-let or otherwise disposed of by the Lessees for residential or business sites.

Such additional rent shall become due from the date of the execution by the Lessees of the deed purporting to sell sub-lease sub-let or otherwise dispose of such lands.

Provided that if any increased or additional rent shall become payable for the first time on any date other than the 1st day of January a proportionate part thereof down to the end of the year shall be paid on the date on which it so first becomes payable and thereafter the whole annual amount thereof shall be payable in advance on every succeeding 1st day of January.

Lessees to
improve and
develop the
lands.

4. (I.) And the Lessees hereby covenant with the Crown Agents that they the Lessees and/or their Sub-Lessees and permitted assigns will improve ~~and~~ develop the demised premises up to and by the expenditure of the sums set out in the Second Schedule hereto and within the periods stated in that Schedule. The said expenditure shall be to the satisfaction of the Governor or such official as he shall appoint and shall be confined to those matters and things set out in the Third Schedule hereto. In ascertaining the value of such development the following expenditure shall not be included viz. (a) the General Manager's salary except when such General Manager is permanently resident in the Protectorate and (b) the expenses and salaries in connection with any Board of Directors and London office but all expenditure incurred (subject as hereinafter provided in sub-Sections (a) and (b) of this Section) on the premises herebefore demised up to and including the date of commencement of these presents shall be included in ascertaining the value of such development.

(II.) Provided that if at any time during the periods limited in the Second Schedule hereto there shall occur a shortage of labour or some act of God likely to act detrimentally to the Lessees in the fulfilment of their obligations in respect of improvement and development they the Lessees shall immediately notify the Governor in writing and the Governor may if after due inquiry he is satisfied that such shortage of labour has arisen from causes beyond the control of the Lessees and has prevented the Lessees from carrying out their said obligations or that such act of God has prevented the Lessees from carrying out their said obligations grant a certificate of exemption for such period as he shall deem just and the period granted in such certificate shall be added to the periods specified in the Second Schedule hereto.

(III.) The Lessees will keep proper books and accounts for the purpose of showing all expenditure by them pursuant to this Clause and will at all times permit the Governor or such person as he may appoint to inspect the same and to take copies thereof and to make extracts therefrom as he shall think fit and further will on receipt of three calendar months' notice in writing from the Governor so to do supply all vouchers certifying such expenditure.

(IV.) The Lessees will at all times permit all officers of the Government to enter upon and inspect the demised premises and all improvements works and buildings which may be in or upon the same and to have communications with all persons resident therein and will in like manner permit the entry of engineers surveyors and other servants of the Government who may have occasion to take levels or make any other form of preliminary observation in connexion with the inception of any works which may in the opinion of the

Governor be necessary for the improvement of communications or for fulfilment of the requirements of persons resident within the demised premises or within areas adjacent thereto.

5. If the Lessees shall make default in the performance of any of the obligations imposed on them by these presents for the development and improvement of the demised premises they shall without prejudice to any other remedies which the Crown Agents or the Governor may have hereunder pay to the Governor as liquidated and ascertained damages and not as a penalty the sum of Rs. 15 for every day in respect of which default is made.

Damages in case of non-development.

6. And the Lessees hereby covenant with the Crown Agents in respect of the premises described in the Third Part of the First Schedule hereto that they the Lessees on receipt of a notice in writing from the Governor so to do shall in addition to the survey to be made in accordance with Clause 11 hereof cause to be surveyed to the approval of the Governor and at the Lessees' expense suitable plots for residential and business purposes on the aforesaid demised premises and shall offer the same for sale by auction or sub-lease within a reasonable time of receipt of such notice at an upset price and upon conditions to be mutually agreed between the Lessees and the Governor. Provided (a) that the Governor is satisfied that there exists a reasonable demand for such plots; (b) that the Governor is satisfied that such land is not required by the Lessees for the purposes of any harbour railway or wharf scheme in connexion with the premises demised in these presents or for the housing of their employees, and (c) that it shall not be competent for the Governor so to call upon the Lessees to perform the obligations hereinbefore in this Section specified after the expiration of fifteen years from the 1st day of January 1914.

Lessees to survey and offer lands in Third Part of First Schedule for residential purposes.

7. And the Lessees hereby covenant with the Crown Agents in respect of the premises referred to in the Second Part of the First Schedule hereto that they the Lessees will on or before the expiration of five years from the date of these presents select and notify the Governor in writing the locality and position as near as may be possible of the area to be included in the demise under that part of the First Schedule hereto in default of which notification all rights and privileges of the Lessees in relation to such area shall absolutely cease and determine. And it is hereby further agreed that the Lessees shall not be entitled to nor shall they receive any abatement in the rents hereby reserved nor any compensation whatsoever either for the rights and privileges so determined or for any delay in the execution of the survey of the premises referred to in that part of the First Schedule hereto.

Lands in Second Part of First Schedule to be selected within five years.

Lands
required for
Government
or Admiralty
purposes to be
surrendered.

8. And the Lessees hereby covenant with the Crown Agents in respect of the whole of the premises hereinbefore demised that they will upon receipt of a notice in writing from the Governor so to do surrender at any time all and any lands which may be required for Government or Admiralty purposes without any abatements in the rents hereby reserved and without any compensation for the land so surrendered except that such compensation shall be paid for all works buildings and developments upon the land so surrendered as in the event of a difference shall be settled by arbitration as hereinafter provided.

Lands to be
used for
agricultural
purposes only.

9. The Lessees shall use the said land for the purposes of grazing and agriculture only and for no other purpose whatsoever unless thereto expressly authorized in writing by the Governor. Provided that the Lessees shall subject to the provisions of these presents and subject to the rights of the Crown and any persons holding land above or below the demised premises to an unaltered and undiminished supply of water from any river stream or lake flowing or being in through or upon or partly in through or upon the demised premises and for the purpose and in the course of such user have power to do any or all of the following acts or things namely:—

(a) To make erect alter and maintain any residences factories workshops stores and other buildings wharves railways tramways roads paths dams waterways irrigation works machinery plant and appliances upon the demised premises which may be necessary or expedient for the purpose of any operations authorized under or by virtue of these presents.

(b) To get from the demised lands clay (except china clay) country rock gravel lime sand shell shingle slate and surface salt and to use or dispose of the same whether in the raw or manufactured state.

10. The Lessees will not at any time during the said term use the demised premises for any purposes not authorized by virtue of or under these presents and in particular and without prejudice to the generality of the preceding provisions will not at any time get or remove from the demised premises any precious stones or any ores or minerals or mineral oil except such clay rock gravel lime sand shell shingle slate and surface salt as are hereinbefore authorized to be gotten by the Lessees.

Survey to be
made.

11. A survey of the lands hereby demised or intended so to be 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 Recorder of Titles for the time being of the Protectorate whose decision shall be final pending the completion of such survey.

See Back

Proviso for re-entry in case of abandonment or non-development.

16. ~~If after the 31st day of December 1925 the Lessees shall at any time during the residue of the term of the lease abandon or totally cease to occupy the demised premises or shall cease to maintain improvements to the value of £100,000 upon the demised premises then the Governor shall be at liberty (without prejudice to any other rights or powers under these presents to which he may be entitled) to re-enter upon the said demised premises or any portions thereof in the name of the whole and thereupon all rights and privileges conceded to the Lessees by virtue of these presents shall cease and determine.~~

Lessees to have power to remove plant &c.

17. The Lessees having paid the several rents and moneys payable by them under these presents and observed and performed the covenants and conditions on the part of the Lessees herein contained shall be at liberty at the expiration or sooner determination of the said term or within two calendar months thereafter to remove from the demised premises their fixed and moveable machinery plant and appliances which the Governor shall not have elected to purchase under the provisions of these presents other than station buildings goods-sheds platforms bridges culverts and other permanent buildings or works and the permanent way of railways and tramways (including in the expression permanent way the rails sleepers turntables telegraph and signal posts and the lines and signals thereof). Provided always the Lessees shall make reasonable compensation for all damage done to the demised premises by such removal.

Power to Governor to purchase plant &c.

18. If at the expiration or sooner determination of the said term the Governor shall desire to purchase all or any of the fixed and moveable machinery plant or appliances of the Lessees in or about the demised premises other than such part or parts thereof as is or are excepted in Clause 17 hereof and shall give to the Lessees notice in writing of such desire at or before the expiration or sooner determination of the said term or within one calendar month after the expiration or determination of the same then the machinery plant or appliances specified in such notice shall not be removed by the Lessees from the demised premises but the Lessees shall sell and the Governor or his nominee shall purchase the machinery plant and appliances so specified at a price to be fixed in case the parties differ by arbitration under the provisions hereinafter contained.

Lessee to furnish information.

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

Power to Governor to work minerals.

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

make merchantable and take away any minerals (including china clay and mineral oil) ores or precious stones in under or upon the demised premises or any part thereof and to open any mines and to construct sink and maintain in or upon the same or any part thereof all such shafts pits buildings plant machinery works and other conveniences and to carry on in or upon the demised premises or any part thereof all such mining smelting and other operations as may be necessary or expedient for any such purpose as aforesaid but only upon the terms that the said person or persons or corporation shall pay to the Lessees such compensation for any injuries caused to the Lessees or their property by any such acts and operations as aforesaid as in case of difference shall be fixed by arbitration under the provisions hereinafter contained.

21. Notwithstanding anything herein contained the right of access to all existing springs and wells shall be maintained and continued and 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 unworked hunting taking and snaring fish and game for their own use and not for sale and such other customary rights as in the opinion of the Governor may have been heretofore exercised by 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.

Preservation of rights of natives.

22. 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.

Receipts not to be construed as waiver of breaches of covenants.

23. Any notice to be given under these presents or relating to the demised premises may in addition to any other method for the time being authorized for serving the notice be given to the Lessees by leaving the same at their registered offices for the time being in England or with their agent or representative for the time being on the demised premises or by leaving the same for the Lessees at any office on the demised premises and any notice so left shall be deemed to have been given at the time when it was so left.

As to notices by Crown Agents and Governor.

24. Every notice or other document to be made or executed on behalf of the Crown Agents under these presents or relating to the demised premises shall be sufficiently made and executed if made or executed by one of the Crown Agents and every such notice or document to be made or executed on behalf of the Governor shall be

*of these presents of all covenants and agreements
all rights and privileges conceded to the Lessees by contract
and demised premises or any part thereof and the Lessees
these presents in which he may be entitled to exercise upon the
as (they) without prejudice to any other rights or remedies under
for any period of those covenants and agreements the present shall be
the same as if the same were made and executed by the Lessees
and the same shall be deemed to have been made and executed by the Lessees
and the same shall be deemed to have been made and executed by the Lessees
and the same shall be deemed to have been made and executed by the Lessees*

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

Power to
Crown Agents
to delegate or
transfer
powers.

25. The Crown Agents may from time to time delegate to any person persons or corporation all or any of the powers or discretions by these presents vested in or given or reserved to the Crown Agents or may by writing under their hands transfer to any other person persons or corporation all or any of the powers or discretions given to or vested in the Governor by these presents and such delegation or transfer may be made to take effect for a fixed or determinable period or till further order by the Crown Agents and with and subject to such authorities and limitations or absolutely and in all respects in such manner as the Crown Agents shall from time to time determine.

Crown Agents
and Governor
not to be
personally
liable.

26. Nothing herein contained shall impose any personal liability on the Crown Agents or the Governor or any person persons or corporation acting under the authority of the Crown Agents or the Governor.

Arbitration
Clause.

27. Any and every dispute difference or question which may at any time arise between the Crown Agents or the Governor on the one hand and the Lessees or any person persons or corporation claiming through or under the Lessees on the other hand touching the construction meaning and effect of these presents or of any award made in pursuance hereof or any clause or thing contained herein or in any such award as aforesaid or the rights or liabilities of the Crown Agents or the Governor or the Lessees or any such person or corporation as aforesaid shall (except in any case where the same is under provision herein contained to be otherwise settled) be referred to arbitration as provided for in the Arbitration Ordinance 1913 or any Ordinance or Law amending or replacing the same for the time being in force.

Costs.

28. The Lessees shall on the execution of this lease pay to the Crown Agents the sum payable by the Crown Agents to their Solicitors for and in respect of their costs charges and expenses in and about the negotiation preparation printing and approval of this lease.

Marginal
notes.

29. The marginal notes to these presents are intended for purposes of reference only and do not form part of these presents and shall not be taken into consideration in ascertaining the construction of these presents or of any clause or provision hereof contained.

In witness &c.

The First Schedule hereinbefore referred to.

THE FIRST PART.

Land situate South of Mombasa in the East Africa Protectorate containing an area not exceeding 250,000 acres within the following boundaries namely:—

ON THE NORTH by a line one mile south of a parallel to the high water mark commencing at Ras Muake Senge and continuing in a generally westerly direction along Port Ritz and the right bank of the ~~Nwach~~ Nwach River

ON THE EAST by the coast high water mark.

ON THE SOUTH by the Anglo-German boundary.

ON THE WEST by a line joining the northern and southern boundaries at such distance to the west of the eastern boundary as shall include an area not exceeding 200,000 acres and so surveyed that the general direction of this boundary shall so far as possible be parallel to a line drawn from the flagstaff at Shimoni to the lighthouse at Mombasa Island.

The said area shall be determined after excluding all land of the following descriptions viz:—(a) land at Gazi Shimoni Vanga and other places as may be deemed necessary by the Governor for Government or Admiralty purposes, (b) land already leased or granted, (c) land the subject of what is known as the Despecker and Macallister Concessions, (d) land privately owned, (e) true forest areas exceeding one square mile in extent, (f) native reserves, (g) mangrove forests.

The said area will be more particularly delineated and described on the plan to be prepared after the survey of the said area has been completed and for the purpose of identification to be signed by the said Director of Surveys and some person on behalf of the Lessees and thereon coloured pink subject as hereinbefore provided.

THE SECOND PART

An area of land not exceeding 100,000 acres to be selected in accordance with Clause 7 hereof south of the Uganda Railway and between the road from Mito Andoi to Taveta and a line drawn as nearly as possible parallel to the said road from the most western point of the Samburu station of the Uganda Railway.

The said area shall be surveyed as far as possible in one rectangular block of which the greatest length shall not exceed twice the greatest breadth. The said area shall be determined after excluding all land of the following description viz. —(a) native reserves (b) game reserves (c) lands alienated or agreed to be alienated prior to the date upon which the selection of the said area is declared, *provided that no such alienation shall be made or agreed to be made unless the intention of the recent war between Great Britain and Germany and after that date and that given to the Lessees in the said contract is not to be lost.*

Such area will be more particularly delineated and described on the plan to be prepared after the survey of the said area has been completed and for the purpose of identification to be signed by the said Director of Surveys and some person on behalf of the Lessees and thereon coloured blue subject as hereinbefore provided.

THE THIRD PART

Land South of Mombasa in the East Africa Protectorate being a strip one mile in depth measured inland from the high water mark extending between Ras Muake Senge and the upper end of Port Ritz excluding therefrom all land at present in Government occupation all land required for Admiralty purposes all land already leased or granted by the Government and all land privately owned. The said area will be more particularly delineated and described on the plan to be prepared after the survey of the said area has been completed and for the purpose of identification to be signed by the said Director of Surveys and some person on behalf of the Lessees and thereon coloured green subject as hereinbefore provided.

X *nothing within which area the Lessees shall have the right to select such land as part of the property to be comprised in the said contract.*

The Second Schedule hereinbefore referred to.

Amount of expenditure and period by which such development shall be completed.

A total of

£

40,000	by 31st December	1946	1948
60,000	" "	1949	1951
80,000	" "	1952	1954
100,000	" "	1955	1957

*... of the ...
... as being a ...
... the ... suggest
... should be ...
... the ...*

The Third Schedule hereinbefore referred to.

- Buildings & House-holds*
 Farm buildings and dwelling-houses of all descriptions.
 Fencing.
 Water furrows.
 Planting trees or live hedges.
 Walls.
 Wells.
 Draining land or reclamation of swamp.
 Road making.
 Bridges.
 Clearing of land for agricultural purposes.
 Laying out and cultivating gardens and nurseries.
 Water boring.
 Water races.
 Sheep or cattle dips.
 Embankments or protective works of any kind.
 Planting of long-lived crops.
 Water tanks.
 Irrigation works.
 Fixed machinery.
 Reservoirs.
 Dams of a permanent nature.
 Railroads tramlines and trolleylines.
 Motor tractors and any form of mechanical traction in permanent use on the demised premises.

EAST AFRICA PROTECTORATE.

Lease

OF

LANDS SITUATE AT LIMURU IN THE EAST AFRICA
PROTECTORATE.

DATED

1916.

SUTTON, OMMANNEY & RENDALL.

3 & 4, Great Winchester Street,

London, E.C.

East Africa Protectorate.

This Indenture made the _____ day of _____ 1915

Between SIR REGINALD LAURENCE ANTROBUS K.C.M.G. C.B. MAJOR SIR MAURICE ALEXANDER CAMERON K.C.M.G. late of His Majesty's Corps of Royal Engineers and SIR WILLIAM HERWORTH MERCER K.C.M.G. all of Whitehall Gardens in the City of Westminster the Crown Agents for the Colonies (hereinafter referred to as the "Crown Agents" which expression shall include where the context so admits the Crown Agents for the Colonies for the time being or their successors in title) acting for and on behalf of THE GOVERNOR OF THE EAST AFRICA PROTECTORATE (hereinafter referred to as "the Governor") of the one part and the EAST AFRICAN ESTATES LIMITED a Company incorporated pursuant to the law of England and having its Registered Office at Carlton House Regent Street in the County of London (hereinafter referred to as "the Lessees" which expression shall include where the context so admits their successors and permitted assigns) of the other part.

Whereas the Lessees have up to the date of these presents performed all their obligations under a former lease dated the 20th day of April 1910 and made between the Crown Agents of the one part and the Lessees of the other part in respect of the premises hereby demised and in respect of the building and construction of a bacon factory therein mentioned.

Grant.

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

Exceptions and reservations.

2. Except and reserving out of the demise hereby made First: All and singular the mines minerals mineral oil and precious stones within or under the demised premises together with full liberty and power to work and get the same and such other rights and privileges over or in respect of the demised premises as are in these presents reserved and contained. And Secondly The waters of any river or lake. And except and reserving unto the Crown Agents and the Governor full liberty and right to use the said excepted waters or any of them or any other waters which may be or be found in or about the demised premises for the supply of water or power for any Government purpose and for this purpose to dig or sink such wells and bore-holes and to divert stop or dam such streams or watercourses and to make and maintain such watercourses culverts lines of pipes drains or reservoirs in or through the demised premises as the Crown Agents or the Governor may think desirable. And also reserving liberty as aforesaid from time to time with workmen and others to enter on the demised premises and to repair renew cleanse enlarge and extend the said wells bore-holes watercourses culverts pipes drains and reservoirs. And it is hereby agreed that no compensation shall be payable to the Lessees in respect of the liberties and privileges hereby excepted and reserved or in respect of any damage arising from the exercise thereof save that the Lessees shall be entitled to such compensation for damage caused by the exercise of the said liberties and privileges to any irrigation works actually constructed by the Lessees and to any part of the demised premises irrigated by means of such works as in case of difference shall be fixed by ~~some person to be appointed by the Governor for that purpose~~ and the decision of such person shall be final. TO HOLD the said lands hereditaments and premises (except as aforesaid) unto the Lessees for the term of 99 years to be computed from the 9th day of October 1908.

Term of lease.

Rent.

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

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

To observe Ordinances &c. and in particular covenants implied by Crown Lands Ordinance 1902.

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

Purposes for which the lands may be used.

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

any Ordinances Orders Rules or Regulations relating to the waters of streams from time to time in force in the Protectorate.

- (v.) To make erect alter and maintain any railways tramways 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.
- (vi.) To take from such parts of the demised premises as shall have been previously approved by the Governor such stone clay (except china clay) sand and gravel as may be required for the purposes of any such railways tramways or roads buildings or works as aforesaid.
- (vii.) 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.

The Lessees shall also subject to the provisions of these presents but without being restricted to the purpose and course of such working and here as aforesaid have power to do any of the following acts and things that is to say :-

- (viii.) To exercise and enjoy all rights with regard to timber upon the demised premises subject nevertheless to the provisions of the Crown Lands Ordinance 1902 and any other Ordinances Orders Enactments Rules and Regulations in that behalf for the time being in force in the Protectorate.
- (ix.) To erect alter and maintain upon the demised premises buildings for any purpose whatsoever subject nevertheless to the previous approval in writing of the Governor.

Not to use
lands for
unauthorised
purposes.

6. 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 ores or minerals or mineral oil except such stone clay sand and gravel as are hereinbefore authorised to be gotten by the Lessees.

7. 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 lands which shall for the time being be occupied or cultivated by any natives or in which natives have rights 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.

8. The Lessees will keep so much of the demised premises as shall be occupied by them and all buildings erected or to be erected thereon in a proper sanitary condition and will not foul any river spring or watercource in or upon the demised premises and will not without the previous consent in writing of the Governor divert, dam, obstruct or otherwise interfere with any river spring or watercource in or upon the demised premises and will at all times during the said term permit all natives and other persons to have access to and use for all such purposes as in the opinion of the Governor may be reasonable any dam reservoir or other water in or upon the demised premises.

Sanitary provisions and against fouling or interfering with water.

9. In case the Lessees shall during the continuance of the said term find it necessary or desirable to carry out or prosecute any works or operations for the improvement of or for utilising any lake river or stream for motive power or irrigation they will give to the Governor due notice of their intention to carry out such works or operations together with such details drawings plans and sections of the proposed works as may explain the same or he may require. And the Lessees will not proceed with or execute any such works or operations unless and until the same shall have been approved by the Governor in writing and in case the same shall be approved will carry out and exercise such works and operations subject in all respects to the directions of the Governor and under the supervision of such person or persons as he may appoint for that purpose and to his approval and satisfaction.

As to improvement or use of lakes and rivers.

10. The Lessees will at all times during the said term maintain and keep the Bacon Factory erected in accordance with provisions of the said Lease dated the 20th day of April 1910 together with all machinery appliances out buildings offices roads tramways and other means of access and all additions and improvements thereto in good and substantial repair and condition and will on the determination by any means of the said term deliver up the same to the Governor in the state of order and condition in which the same ought to be under these presents.

Lessee to maintain and keep Bacon factory in repair.

11. The Lessees will subject to the provisions of Clause 10 hereof during the last 10 years of the said term keep in good and substantial repair and condition all buildings roads tramways and railways which shall be in existence upon the demised premises at any time within

To keep in repair and deliver up possession.

such period of 10 years and the Lessees will on the determination by any means of the said term deliver up to the Governor the demised premises and (subject to the provisions in these presents contained) all buildings roads tramways railways and machinery thereon in the state of order and condition in which the same ought to be under these presents.

Not to assign
Act, without
consent.

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

To keep agent
on property.

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

No arms or
ammunition
to be sold.

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

Spirituous
liquors to be
sold to
natives.

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

Lessees to be
British
Company.

15. The Lessees will always be and remain a British Company and shall have their principal office in Great Britain and except with the express permission of the Crown Agents or the Governor in any particular case the Lessees principal representative in the Colony and all the Directors of the Lessees Company shall always be either

natural born British subjects or persons who shall have been naturalised as British subjects by or under an Imperial Act of Parliament or some Statute or Ordinance of some British Colony or Dependency.

¹⁶ 17. If the Lessees shall at any time during the said term abandon or totally cease to occupy the demised premises or shall fail to comply with the provisions of Clauses 10 and 11 hereof then the Governor shall be at liberty (without prejudice to any other rights or powers under these presents to which he may be entitled) to re-enter upon the demised premises or any portions thereof in the name of the whole and thereupon all rights and privileges conceded to the Lessees by virtue of these presents shall cease and determine.

Proviso for re-entry in case of abandonment etc.

¹⁷ 18. The Lessees having paid the several rents and money payable by them under these presents and observed and performed the covenants and conditions on the part of the Lessees herein contained shall be at liberty at the expiration or sooner determination of the said term or within two calendar months thereafter to remove from the demised premises their fixed and moveable machinery plant and appliances which the Governor shall not have elected to purchase under the provisions of these presents other than station buildings goods-sheds platforms bridges culverts and other permanent buildings or works and the permanent way of railways and tramways (including in the expression permanent way the rails sleepers turntables telegraph and signal posts and the lines and signals thereof). Provided always the Lessees shall make reasonable compensation for all damage done to the demised premises by such removal.

Lessees to have power to remove plant &c.

¹⁸ 19. If at the expiration or sooner determination of the said term the Governor shall desire to purchase all or any of the fixed and moveable machinery plant or appliances of the Lessees in or about the demised premises other than such part or parts thereof as is or are excepted in Clause 18 hereof and shall give to the Lessees notice in writing of such desire at or before the expiration or sooner determination of the said term or within one calendar month after the expiration or determination of the same then the machinery plant or appliances specified in such notice shall not be removed by the Lessees from the demised premises but the Lessees shall sell and the Governor or his nominees shall purchase the machinery plant and appliances so specified at a price to be fixed in case the parties differ by arbitration under the provisions hereinafter contained.

Power to Governor to purchase plant &c.

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

Lessees to furnish information.

natural born British subjects or persons who shall have been naturalised as British subjects by or under an Imperial Act of Parliament or some Statute or Ordinance of some British Colony or Dependency.

¹⁶
17. If the Lessees shall at any time during the said term abandon or totally cease to occupy the demised premises or shall fail to comply with the provisions of Clauses 10 and 11 hereof then the Governor shall be at liberty (without prejudice to any other rights or powers under these presents to which he may be entitled) to re-enter upon the demised premises or any portions thereof in the name of the whole and thereupon all rights and privileges conceded to the Lessees by virtue of these presents shall cease and determine.

Proviso for re-entry in case of abandonment etc.

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18. The Lessees having paid the several rents and moneys payable by them under these presents and observed and performed the covenants and conditions on the part of the Lessees therein contained shall be at liberty at the expiration or sooner determination of the said term or within two calendar months thereafter to remove from the demised premises their fixed and moveable machinery plant and appliances which the Governor shall not have elected to purchase under the provisions of these presents other than station buildings goods-sheds platforms bridges culverts and other permanent buildings or works and the permanent way of railways and tramways (including in the expression permanent way the rails sleepers turntables telegraph and signal posts and the lines and signals thereof). Provided always the Lessees shall make reasonable compensation for all damage done to the demised premises by such removal.

Lessees to have power to remove plant &c.

¹⁸
19. If at the expiration or sooner determination of the said term the Governor shall desire to purchase all or any of the fixed and moveable machinery plant or appliances of the Lessees in or about the demised premises other than such part or parts thereof as is or are excepted in Clause 18 hereof and shall give to the Lessees notice in writing of such desire at or before the expiration or sooner determination of the said term or within one calendar month after the expiration or determination of the same then the machinery plant or appliances specified in such notice shall not be removed by the Lessees from the demised premises but the Lessees shall sell and the Governor or his nominees shall purchase the machinery plant and appliances so specified at a price to be fixed in case the parties differ by arbitration under the provisions hereinafter contained.

Power to Governor to purchase plant &c.

¹⁹
20. The Lessees shall render all such information documentary or otherwise facilities and assistance as may from time to time be

Lessees to furnish information.

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

Power to
Governor to
work
minerals.

20 Notwithstanding anything herein or in the said Ordinances contained the Governor may from time to time authorize any person or persons or corporation to prospect search for win work smelt make merchantable and take away any minerals (including china clay and mineral oil) ores or precious stones in under or upon the demised premises or any part thereof and to open any mines and to construct sink and maintain in or upon the same or any part thereof all such shafts pits buildings plant machinery works and other conveniences and to carry on in or upon the demised premises or any part thereof all such mining melting and other operations as may be necessary or expedient for any such purpose as aforesaid but only upon the terms that the said person or persons or corporation shall pay to the Lessees such compensation for any injuries caused to the Lessees or their property by any such acts and operations as aforesaid as in case of difference shall be fixed by arbitration under the provisions hereinafter contained.

Seeing
customary
rights of
natives.

21 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 lease made by these presents and the interest of the Lessees thereunder shall be subject to all such rights.

Receipt of
rent not to
waive breach
of covenant.

22 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.

Power to
Crown Agents
to transfer
interest

23 The Crown Agents may from time to time delegate to any person persons or corporation all or any of the powers or discretions by these presents vested in or given or reserved to the Crown Agents or may by writing under their hands transfer to any other person persons or corporation all or any of the powers or discretions given to or vested in the Governor by these presents and such delegation or transfer may be made to take effect for a fixed or determinable period or till further order by the Crown Agents and with and subject to such authorizations and limitations or absolutely and in all respects in such manner as the Crown Agents shall from time to time determine.

25. Any notice to be given under these presents or relating to the demised premises may in addition to any other method for the time being authorised for serving the same be given to the Lessees by leaving the same at their registered office for the time being in England or with their agent or representative for the time being ^{postulated for} on the demised premises or by leaving the same for the Lessee at any office or building on the demised premises and any notice so left shall be deemed to have been given at the time when it was so left.

26. 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.

27. Nothing herein contained shall impose any personal liability on the Crown Agents or the Governor or any person persons or corporation acting under the authority of the Crown Agents or the Governor.

28. Any and every dispute difference or question which may at any time arise between the Crown Agents or the Governor on the one hand and the Lessees or any person persons or corporation claiming through or under the Lessees on the other hand touching the construction meaning and effect of these presents or of any Award made in pursuance hereof or any clause or thing contained herein or in any such Award as aforesaid or the rights or liabilities of the Crown Agents or the Governor or the Lessees or any such person or corporation as aforesaid shall (except in any case where the same is under any provision herein contained to be otherwise settled) be referred to arbitration as provided for in the Arbitration Ordinance 1913 or any Ordinance or Law amending or replacing the same for the time being in force.

29. The Lessees shall on the execution of this Lease pay to the Crown Agents the sum payable by the Crown Agents to their Solicitors for and in respect of their costs charges and expenses in and about the negotiation preparation printing and approval of this Lease.

30. 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.

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

The Schedule hereinbefore referred to.

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