

EAST AFR. PROT

C. O.  
28102

414

REC'D  
REC'D 1 AUG 14



28102

A. Syndicate

SUPPLEMENTAL AGREEMENT

1914

1st July

Returns draft which is approved subject to revision of the last part of Clause 2 and Sub-Clause (g) of Clause 5. Ask if alterations are approved.

Last previous Paper.

Gov  
25180

~~Mr. Thompson~~ ~~Mr. Read~~

H. J. R.

Mr. J. Anderson

3/VIII/14

The ~~old~~ amendment v. cl. 2.  
is unquestionable.  
As v. 5 (g) we cannot  
accept this as it stands,  
since the subclause as altered  
would afford no guarantee  
at all that the land would  
be used for purposes beneficial  
to the development of  
the Prot. I think we  
should <sup>not</sup> reply in this sense  
pointing out that  
the words here included

Mr. Care & Strickland  
Copy memo for 751. 12 Aug 14

Next subsequent Paper.

W  
20629

in the aft Supplement  
- but Dec of 1912  
(see cl. 8). & that  
any substantial alteration  
in them would necessitate  
a further reference to  
the Governor. adding  
that under the Circs  
we hope they will  
accept the subclause  
as it stands.

[It is true that in the aft  
Dec of 1912 the word  
here substantially limited  
by reference to the schedule,  
but I think we might  
try this line at any rate.]

C.B. 4/8/14

I agree

H. J. R.

4/8/14

at once

C.B. 4.8.14

19, ST SWITHIN'S LANE.  
LONDON, E.C.



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1 AUG 14

31st July, 1914.

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EAST AFRICA SYNDICATE LIMITED.

3643

Sir,

With further reference to your letter of the 17th instant,<sup>x</sup>  
I am directed to return the draft Supplemental Agreement, which  
my Directors approve subject to the revision of the last part of  
Clause 2 and Sub-Clause (g) of Clause 5.

I shall be glad to hear at your convenience, whether the  
draft, as altered by us, is approved.

I have the honour to be, Sir, <sup>rc</sup>

Your Obedient Servant,

For EAST AFRICA SYNDICATE LIMITED.

Enclosure.-  
Draft Supplemental Agreement.

Secretary.

The Under-Secretary of State,  
Colonial Office,  
Downing Street, S.W.

*4 copies as attached*

28102  
REC<sup>d</sup>  
REC<sup>d</sup> 1 AUG 14

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THIS INDENTURE made the

day of 19 BETWEEN

DRAFT.

SIR REGINALD LAURENCE ANTROBUS, K.C.M.G.,  
C.B., SIR MAURICE ALEXANDER CAMERON,  
K.C.M.G., late a Major in His Majesty's  
Corps of Royal Engineers and SIR  
WILLIAM HEPWORTH MERCER, K.C.M.G., all  
of Whitehall Gardens in the City of  
Westminster the Crown Agents for the  
Colonies (who and the Crown Agents  
for the Colonies for the time being are  
hereinafter referred to as "the Crown  
Agents") 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 AFRICA SYNDICATE LIMITED whose  
Registered Office is situate at  
No. 19 St. Swithin's Lane in the City  
of London (hereinafter referred to as  
"the Syndicate") of the other part.

WHEREAS

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WHEREAS this Indenture is supplemental to an Indenture of Lease dated the 12th day of July 1904 (hereinafter referred to as "the Principal Indenture") and made between Charles William Hobley the then Acting Commissioner for the East Africa Protectorate of the one part and the Syndicate of the other part whereby 500 square miles of land situate in the neighbourhood of Naivasha and Gilgal Stations on the Uganda Railway in the East Africa Protectorate were demised to the Syndicate for the term of 25 years from the date of the said Indenture at the yearly rent of a peppercorn if demanded during the first 7 years and of £500 during the remainder of the said term and subject to the covenants on the part of the Syndicate therein contained.

AND WHEREAS

AND WHEREAS the parties hereto have agreed to modify the Principal Indenture in manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that it is hereby agreed and declared as follows that is to say:-

Property to be divided in the manner on the plan annexed to these presents.

Description of Block "A"

1. The property the subject of the Principal Indenture shall be divided into two parts in manner indicated on the plan annexed to these presents.
2. The area to the South West of the line drawn thereon approximately parallel to the Uganda Railway and at or about 6 miles therefrom as shown on the said plan such area being about 50,000 acres shown upon the said plan and thereon marked "A" is hereinafter referred to as Block "A" and such area is to include all the lands and buildings and the erections and materials thereon

thereon at present in use by the syndicate their agents or their tenants or which may be required by the Syndicate for the provision of five farms at the least, in accordance with

the provisions of the Principal

Indenture. *(The subsequent provisions of this agreement deal exclusively with the land comprised in the principal indenture other than block "A" and shall not be construed as to impose any restrictions on the tenancy of Block "A" which will be held by the Syndicate upon the terms of the principal indenture without variations)*  
3. The residue of the said land the subject of the Principal Indenture forming approximately

270,000 acres and being to the North

East of the line mentioned in the

last clause shall forthwith be

divided into six blocks of approxi-

mately equal areas and for the

purpose of such division shall be

surveyed at the cost of the

Syndicate sufficiently accurately

in the opinion of the Governor to

enable the Syndicate to select one

of the blocks but the division

shall be carried out in such manner

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Except as regards Block "A" the division into blocks shown on the said plan to illustrate method intended to be adopted and not the ultimate divisions.

as will ensure that each block shall in the judgment of the Land Officer and the General Manager of the Syndicate include fair proportions of good medium and poor land.

4. Save as regards the said Block "A" the division into blocks shown on the said plan shall be taken only to illustrate generally the method intended to be adopted and shall not be taken as in any way defining the ultimate division of the land into the several blocks (other than Block "A") which divisions shall be decided by arrangement between the Land Officer and the General Manager of the Syndicate as herein provided without reference to divisions on the said plan.

Sale of freehold blocks

5. The fee simple of the land comprised in the said six blocks shall

be sold upon the terms and conditions and in the manner following,

that is to say:-

(a) The Syndicate shall during the first and every succeeding period up to and including the seventh (reckoning from the date of these presents) of two years of the residue of the term granted by the principal indenture select for sale by the Government a portion being at least one half of one of the said blocks in manner hereinafter provided.

Syndicate to select for sale at least half a block every two years

(b) Subject to the provisions of Sub-Clause (a) of this clause

Blocks to be sold in rotation.

and of Clause 6 hereof the Syndicate shall not be entitled to select for sale any part of any block so long as any part of any other block being more than half and less than the whole of such block remains not selected for sale.

to be sub-divided into suitable areas before sale.

(c) Before any part of any block is sold the Syndicate shall subdivide such block into areas (hereinafter called subdivided areas) of suitable size, the division being carried out in such a manner as will in the judgment of the Land Officer and the General Manager of the Syndicate ensure that good, medium and poor land are so far as possible fairly distributed.

(d) The blocks shall be sold in lots each lot being constituted of one or more subdivided areas.

Prices, etc., etc.

(e) Sales shall be either by public auction or private contract the price or in the case of public auction the upset price to be fixed by the Syndicate but so that the price or upset price shall not in the case of any lot be at a rate less than 3s. 11d. per acre. Sales shall be of surface rights only and shall not include

exclusive rights <sup>the</sup> of waters of any river or lake.

(f) The sales shall be carried out on behalf of the Syndicate by the Government subject to such conditions of sale as may in the opinion of the Governor be necessary to carry out the provisions of this agreement.

(g) The conveyances shall be subject to and so far as circumstances will admit in the form prescribed by the law of the Protectorate for the time being regarding conveyances of Crown Lands and the Governor may either in the conveyance or by means of

a preliminary contract, conditions of sale or otherwise, impose on the purchaser or purchasers any conditions ~~and~~ obligations whether positive or negative as to the occupation and development of the lands sold as the Governor may think

Government to give conveyances of lands sold.

Form of Conveyances, conditions, etc., etc.

*Secure that the lands to be sold shall be properly used for purposes beneficial DRAFT to the development of their resources*

Division of purchase money between Government and Syndicate.

Syndicate may with consent of Government vary ~~retention~~ of sale.

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*secure the benefit of the land*  
proper in order to <sup>secure</sup> that the lands so to be sold shall be properly used for purposes approved by the Governor and shall not be used for speculative purposes, and the Governor shall be <sup>at liberty</sup> from time to time to vary or modify such obligations and conditions

(h) The purchase money of each lot shall be divided as follows:-  
An amount equal to 3s. 11d per acre of the lot shall belong to and be retained by the Government and the remainder (if any) shall belong and be paid to the Syndicate.

(i) Notwithstanding anything hereinbefore contained the Syndicate may at any time with the consent of the Governor (such consent not to be unreasonably withheld) offer for sale by the Government any part not being less than 100 acres in extent of any block



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block provided that land so sold shall if the Governor shall think fit be selected in such a manner that good medium and poor land is included in reasonable proportions to the Governor's satisfaction and provided further that no allowance in respect of the area of the part so sold shall be made in reckoning the proportion of any other block sold in pursuance of sub-clause (a) during the period of two years during which the sale of such part takes place.

6. If the Syndicate shall during any of the two yearly periods mentioned

in Clause 5 (a) hereof fail to fulfil their obligations under Clause 5(a) then the Governor may either

(a) By notice in writing terminate this agreement, or

(b)

Powers of Governor  
if Syndicate make  
default under Clause 5(

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(b) Sell, at such price and in such manner as he, in his absolute discretion, shall think fit, any portion of the block (if any) selected and sub-divided for sale during such period which will with the amount of the said block (if any) already sold by the Syndicate under Clause 5 amount to one half of the said block, such portion to be chosen by the Government from any part of the said block remaining unsold, or, if no block shall have been selected and sub-divided as aforesaid sell unsold lands forming part and amounting to one half of any one of the said 6 blocks. And the purchase money received in respect of any such sale shall belong as to an amount equal to 3s.1<sup>1</sup>/<sub>2</sub>d per acre of the land sold to the Government and as to the remainder (if any) to the Syndicate.

7.

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7. All costs charges and expenses in connection with the sale of all lands sold or conveyed under Clauses 5 or 6 hereof shall be borne by the Syndicate and the amount of such costs charges and expenses may be deducted from any monies payable to them and all lands sold or conveyed under the said Clauses shall be freed and discharged from all rights of the Syndicate under the Principal Indenture and this Indenture and the Syndicate shall from and after the date of such sale be freed from all liabilities under the said Indentures in respect of such land and the rent of £500 reserved by the Principal Indenture shall be reduced pro rata provided always that save for such reductions of rent as may be allowed by this Clause

Costs etc., of sales to be borne by Syndicate. Reduction of Rent, etc.

DRAFT.

Saving as to option of purchase in Principal Indenture.

Clause nothing herein contained shall prejudice or affect the obligation of the Syndicate during the term granted by the Principal Indenture to pay the rent thereby reserved in respect of the said block "A" and so much of the land contained in the said 6 blocks as shall not for the time being have been sold or conveyed under clauses 5 or 6 hereof and all other property if any comprised in the Principal Indenture unless and until the Syndicate shall in the meantime exercise the option of purchase conferred upon them by the Principal Indenture in respect of the property comprised therein.  
8. Nothing herein contained shall affect the option of purchase conferred upon the Syndicate by the Principal Indenture but the price for which

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which such option may in accordance with the terms of that Indenture be exercised shall be reduced pro rata having regard to the amount of land sold or conveyed under Clauses 5 or 6 hereof.

9. The actual division and sub-division of the land subject to the Principal Indenture into the said six main blocks and sub-divided areas respectively shall be carried out by the Land Officer of the Government and the Syndicate's General Manager.

Division and sub-division of land to be carried out by the Land Officer of Government and the Syndicate's General Manager

10. The division and sub-division of the land subject to the Principal Indenture pursuant to these presents shall be so carried into effect as to ensure to the satisfaction of the Land Officer reasonable access to the railway to holders of land beyond the 50,000 acres comprised in Block "A" or any part thereof and also to

Division and sub-division of land to be carried out so as to ensure access to rail

Arbitration.

holders of land beyond any other block or blocks of land to be acquired by the Syndicate pursuant to these presents.

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11. In the event of any dispute or difference arising between the said Land Officer and the General Manager of the Syndicate the matter shall be referred to the Director of Agriculture and in the event of his decision not being acceptable to the General Manager of the Syndicate the matter shall be further referred to the Governor whose decision shall be final.

Dividing of land to be carried out by the Government at the cost of the Syndicate.

12. All survey and other work approved by the Syndicate for the purpose of dividing or parcelling out of the land in manner herein provided shall be carried out at the cost of the Syndicate.

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13. The costs and expenses of and incidental to the negotiation preparation and execution of these presents including the costs of the Solicitors to both parties and the cost of cablegrams shall be borne in equal moieties by the Government and the Syndicate.

Costs.

shall not affect the construction or interpretation of these presents. 424

14. Neither the Governor or any Member or Officer of the Government or the Crown Agents shall respectively be in any wise personally bound for the acts and obligations of the Governor under these presents or answerable for any default or omission in the observance performance or fulfilment of the acts matters or things which are hereby made obligatory on the Governor or the Government.

Governor and Crown Agents not to be personally liable.

IN WITNESS whereof the Crown Agents have herunto set their respective hands and seals and the Syndicate have caused their Common Seal to be hereunto affixed the day and year first above written.

DRAFT.

15. The marginal notes hereto are for the purposes of convenience only and shall

Marginal notes.

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ms/28102 East

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7 AUG 7



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The East Africa Syndicate Ltd

Ans 3469

8 Aug 1914

MINUTE

Acceptance  
Jennyson 6.8.14

Mr. G. Fiddes 7.8.14

Sir H. Just.

Sir J. Anderson.

Lord Emmott.

Mr. Harcourt.

1 min etc. to acknowledge receipt of your letter of the 31<sup>st</sup> July, returning the draft Supplemental agreement between the Govt. of the East Africa Syndicate Ltd.

XP 28102

13 Aug 1914

2. Mr. Harcourt accepts the amendment proposed by you in clause 2; but he

copy sent to Sir J. Anderson

he regrets that he  
cannot accept the  
amendment to sub-clause

(g) of clause 5, as  
in the form proposed  
it would afford no guarantee  
that the land would  
be used for purposes  
beneficial to the de-  
velopment of the <sup>territory</sup> Pt.

further, I am to observe  
that the words of the  
sub-clause which  
you propose to alter  
were included in the  
17<sup>th</sup> Supplemental Decree

of 1912 (Clause 2), and that  
any substantial  
alteration would necessitate  
a further reference to  
the Governor in  
these

these circ<sup>s</sup>, Mr. Harcourt  
trusts that the E. Africa  
Syndicate will accept  
sub-clause (g) of clause  
5 as drafted  
in this dept.

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J. Gant

(Sd/-) H. J. READ  
Asst. Under Secretary of State