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# PUBLIC RECORD OFFICE

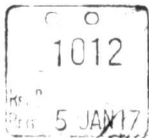
My dear friend,  
 I have the honor to acknowledge  
 the receipt of your letter of the  
 15th inst. in relation to the  
 proposed amendments to the  
 Public Record Office Act, 1892.  
 The amendments proposed  
 are of a very important  
 nature, and it is regretted  
 that they cannot be considered  
 until the next session of  
 Parliament. I am, however,  
 glad to hear that you are  
 continuing your valuable  
 services to the public, and  
 hope that the amendments  
 will be passed in due time.  
 I am, dear friend, very  
 respectfully,  
 Yours,  
 J. W. D.

**PUBLIC RECORD OFFICE**

**CONTINUED FROM PREVIOUS FILM**

# EAST AFRICAN ESTATES LIMITED

TELEPHONE NO.  
794 CERRANCO  
TELEGRAMS: E.A.E.  
PLUMBERS PICCOLI LONDON



*William Howland  
Regent Street*

5 JAN 17

January 4th 1917

Dear Sir,

In reference your letter of the 29th Dec. 1916, and to my interview with you at the Colonial Office on the 2nd inst. - in accordance with Mr Leng's desire that I should make a statement with regard to the matter referred to I beg to submit the following facts.

In 1907 the Directors of the East African Estates Limited came to an arrangement with the Government to establish a bacon curing factory in East Africa in order to help the settlers, and to encourage in every possible way the breeding of pigs in the country.

It was then agreed that we should spend £10,000 on the experiment, and, up to the present, we have spent nearly double this amount.

A Bacon Factory with all modern appliances for dealing with a supply of 400 pigs per month has been established, and the breeding of pigs in the country has been stimulated by the importation of pedigree breeding stock.

During the first four or five years the Factory was maintained at a considerable annual loss. Still, we did everything possible to encourage the settlers to go on breeding pigs,

and gradually the industry has been fully established, and now most of the ordinary farmers in the country are in possession of pigs which they rely on being purchased by us for the Factory.

For some time the bacon cured at the Factory was sold locally but a year or two ago the supply of bacon exceeded the local demand, and the surplus bacon was exported to this country, thereby enabling us to take all the pigs offered to us.

Bacon exported to this country has to be conveyed by vessels having Cold Storage Accommodation, and the number of ships available with this accommodation is very limited - We have recently experienced great difficulty in obtaining space for our shipments, and one consignment was carried as far as Port Elizabeth, and has been waiting transhipment for several weeks, and is still waiting.

We have now been informed that no further shipment can be made for some considerable time as presumably all Cold Storage space is reserved for the Government. Our Cold Storage accommodation at the Factory is not sufficient for the purpose of storing the surplus stock intended for exportation, even if it were advisable to store it which is doubtful.

The serious position has now been emphasised by the receipt on the 28th December 1916 of the following cable from our Manager from which you will see that we shall be compelled on the 10th inst., to stop purchasing any more pigs except the small number necessary for the supply of the local market.

"BACON ACCOMMODATION DEFINITELY REFUSED UNTIL  
"APRIL WITHOUT EXPORTING CANNOT PURCHASE PIGS

## "AFTER TENTH PROXIMO"

I need not point out to you what great discouragement and loss this will mean to the settlers, who rely so much on their pigs for revenue, and what a severe blow it will be to the Pig Breeding Industry in the Colony.

It has come to my knowledge that the Military authorities are exporting a large quantity of bacon to Mombasa, and no doubt, the cost of exporting to Mombasa from here is similar to the cost of exporting from here to Mombasa, not to mention the double utilization of valuable space at a time when steamer accommodation is strained to the utmost.

It is even possible that the Bacon we export from East Africa to this country is re-exported, as I understand that our own brokers are also acting for the War Office contractor.

The latter I understand considers that there is not sufficient organization in East Africa to enable him to purchase local supplies, and that the bacon must be sent direct from England.

For ourselves the question of price is of far less importance than the question of keeping faith with the Settlers - Any refusal to purchase their stock would be an almost irreparable blow to them, and to the industry from which it would take years to recover.

The farmers would lose heart and discontinue pig breeding as they could not afford to pay for feed - The pigs also would be useless for bacon purposes after a certain age.

Under these circumstances I wish to ask whether Mr Lang can see his way to place the facts before the War Office

authorities, and urge them in the interests of the Country and the settlers to arrange for the purchase of bacon and ham locally to as great an extent as possible.

If this were done during the war, the Factory could still continue to purchase all the pigs offered, and the Industry would be maintained until such time after the war as the recurrence of more normal conditions may enable the resumption of export to England.

There is every sign that a large increase in the supply of bacon pigs may be expected at the Factory during the current year, and I am informed that the Farmers are exhibiting considerable anxiety as to whether the facilities offered them in the past for the disposal of their stock will be maintained in future.

Since my interview with you I have received further proof of the urgency of the matter from Major Leggett, the Managing Director of the British East Africa Corporation Ltd. who controls in addition to their own Estates, various other properties including that of the late Lord Kitchener. Major Leggett has heard rumours by mail that the Factory may have to refuse pigs, and as pig breeding has been started on all the Farms under his control, he is most anxious as to the future. Major Leggett informs me that the ships which were formerly German Liners call regularly at Dar-es-Salaam, and as they have a large amount of Cold Storage accommodation it might be suggested to the Admiralty Authorities that they should purchase for the use of the

fleet any available supplies of bacon etc at the Factory.  
These supplies could then be taken to Natal or elsewhere  
and placed in Cold Storage for distribution.

I am,

Yours faithfully,



General Manager.

H. F. Butterbee Esq.,  
Colonial Office,  
S.W.

Downing Street,

6 January, 1917.

Dear Sir John Cowans,

Mr. Long desires me to send you the enclosed copies of an official letter, and a semi-official letter which have been received from Colonel Owen Thomas, and which explain themselves. Mr. Long would be glad if immediate examination could be made of the possibility of taking for military requirements in East Africa, such supplies as the Company can guarantee and so avoid the necessity to that extent of shipping them from this country.

Yours sincerely,

(S.F.) H.F.B.



Downing Street,

6 January, 1917.

Dear Colonel Chesbrough:

I have received your official and semi-official letters with regard to the bacon factory in East Africa, and after showing them to the authorities here, I have at once sent copies to the Quartermaster General at the War Office with the request that an immediate examination may be made of the possibility of taking for military requirements in East Africa, such supplies as the Company can guarantee, and so avoid the necessity to that extent of shipping bacon from this country.

Yours very truly

(Sd.) H. H. B.

(Sd.) W. H. L.

37 17  
Remarked  
8th January, 1917.

Dear Mr. Batterbee,

I am desired by the Quartermaster General to acknowledge the receipt of your letter of 6th January, with enclosures. In reply I am to say that the possibility of taking for military requirements in East Africa such supplies as the East African Estates Limited can supply is receiving immediate attention. In this connection I am to forward for your information a copy of a cable despatched this day to the Director of Supplies and Transport in East Africa, which speaks for itself.

Yours sincerely,

*Eric S. Beane*

Captain,

Private Secretary

to the Quartermaster General.

FORM OF LETTER.

D.S.T., East Africa.

Your D.268 of 21 January. Interim and African Estates have established considerable reserves of baccon in British East Africa but export has stopped owing to freight shortage and it appears you could meet your requirements from this source and so save freight from home. Please consider and if you can utilize this source have factory inspected to ensure baccon is suitable for consumption by troops and it might be possible to utilize this source also for Mesopotamia and Mediterranean. In any case I will send no more baccon from home unless I hear from you to contrary.

Troopers"

8.1.17.

*Notes on associated notes of the report of the factory. I do not think it is possible to assume that they can supply more than a portion of the requirements.*

## EAST AFRICA PROTECTORATE.

Lease

OF

LANDS SITUATE AT LIMURU IN THE EAST AFRICA  
PROTECTORATE.

DATED

1915.

SUTTON, OMMANNEY &amp; RENDALL,

3 &amp; 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 HEPWORTH 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 Reser-  
vations

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 close 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 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 will perform and observe fulfil and comply with all the covenants clauses and provisions relating to Leases to compensation and the general provisions implied on the part of the Lessees by the Crown Lands Ordinance 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 and take effect as a Lease under the said Ordinance for the special purposes hereinafter mentioned 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 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 user 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 get 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 user 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 watercourse in or upon the demised premises and will not without the previous consent in writing of the Governor desert dam obstruct or otherwise interfere with any river spring or watercourse 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 outbuildings 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.

Lessees 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  
&c. without  
consent.

12. 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

13. 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.

14. 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.

No spirituous  
liquors to be  
sold to  
natives.

15. 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.

16. 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.

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 (with all prejudices 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.

18. The Lessee 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.

Lessee to have power to remove plant &c.

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.

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

Lessee to furnish information.

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

Power to  
Governor to  
work  
minerals.

21. 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 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.

Saving  
customary  
rights of  
natives.

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

Receipt of  
rent not to  
waive breach  
of covenant.

23. 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 delegate or  
transfer  
powers.

24. 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.

25. Any notice to be given under these presents or relating to Notices.  
 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 on the demised  
 premises or by leaving the same for the Lessees 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 As to notices  
by Crown  
Agents and  
Governor.  
 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 docu-  
 ment 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 Crown Agents  
and Governor  
not to be  
personally  
liable.  
 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 Arbitration.  
 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 Costs.  
 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 Marginal  
notes.  
 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.

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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.