

C. O.  
5992  
REG. 5 FEB 15

EAST AFR. PROT.  
5992



Crown Agents

1915  
5 Feb.

Last previous Paper.  
6.11/10 No 16

E. Africa Syndicate  
Draft Agreement.

Sends further ~~copy~~ from Solicitors re: certain amendments suggested by synd. solrs in sub-sections (a) & (b) of Clause 5, as set out in enclosed print. Request instructions.

Mr. Ferrington  
but read

Clause 5.  
Sub-clause A line 4. Clearly it was intended to strike out the word "of" - i.e. "public of sale or" - the idea being that the 2 year period should date from actual sale & not from a possibly abortive notice of sale. ? Agree  
Line 6. The limitation to six periods precludes the possibility of a seventh (monthly & capital) period during which there would be a liability to sell inventory. I think this is sound, as in any case there would not be a "out of which no previous selection shall have been made". I rather regret the omission of the reference to the residue of the original stock, but I doubt if it matters much, as we must expect to be able to start the operation in time to complete them <sup>in 1916</sup> before the original lease expires in July 1929.

Mr. 15 Feb 16

6.11/10  
190 1/2

Sub clause B I think their allocation affects

the spirit of the arrangement. Suppose  
that in the first period they selected &  
sell half of block B. We intended  
that in the second period  
~~that~~ they shall sell no more load  
till they have selected half of another  
block (say C) but that then they  
should in the second period be entitled  
to sell any of the remainder of blocks  
B or C.

By striking out the prohibition & making  
the proviso the principal part of the sub clause  
they permit themselves, I think, to start the  
second period by selling any load they  
like, provided of course (1) that they leave  
enough to enable them to comply with the  
requirements of sub clause A in each  
period & (2) that they comply with those  
requirements some time during the second  
period.

I should like to state the omission, but  
I have made two pencil suggestions.

W.C.S.  
8/2/15

I agree

? reply to at the intention  
of subcl. B. was to pre-  
vent the Co. selling <sup>in any period</sup>  
part of a block ahead  
broken, before completing the  
requirements of (A) &  
breaking a new block &  
suggest Mr. Poth only  
pencil amendments to make  
it clear. C.B. 9/2/15

Sub clause B. I think their alteration affects

the spirit of the arrangement. Suppose that in the first period they selected & sell half of block B. We intended that in the second period ~~that~~ they shall sell no more load till they have selected half of another block (say C) but that then they should in the second period be entitled to sell any of the remainder of blocks B or C.

By striking out the prohibition & making the proviso the principal part of the sub clause they permit themselves, I think, to start the second period by selling any load they like, provided of course (1) that they have enough to enable them to comply with the requirements of sub clause A in each period & (2) that they comply with those requirements some time during the second period.

I should like to start the discussion, but I have made two pencil suggestions.

W.S.S.  
8/2/15

I agree  
replies to at the intention  
of subcl. B. was to pre-  
vent the Co. selling any part  
of a block already  
broken, before completing the  
requirements of subcl. A. &  
breaking a new block &  
I suggest Mr. Bothamley  
amendments to make

Spt: for crown - pass 1  
this in - Thompson 124

at one.

H. J. R.

9/11/15

Sgt. for [unclear] - [unclear]  
this [unclear] - [unclear] 124

at [unclear]

# 2-12

9/15/15

Sec  
E.A.P. 36.

4144-20

5992

ALL COMMUNICATIONS  
TO BE ADDRESSED TO THE  
CROWN AGENTS FOR THE COLONIES,  
THE ABOVE REFERENCE AND THE  
DATE OF THIS LETTER BEING QUOTED.  
TELEGRAMS: CROWN LONDON  
TELEPHONE 7250 VICTORIA (6 LINES)



WHITEHALL GARDENS,  
LONDON, S.W.

5th February, 1914.

Sir,

With reference to your letter No. 10/1914 -  
18 of the 13th January, relating to the draft Agreement  
with the East Africa Syndicate, Ltd., I have the  
honour to transmit a copy of a further letter from our  
Solicitors, with regard to certain amendments since  
suggested by the Syndicate's Solicitors in sub-sections  
(a) and (b) of Clause 5, as shown in the accompanying  
print; and to request the Secretary of State's  
instructions in the matter.

2. I take the opportunity to return herewith  
the original plan which was enclosed in your letter  
No. 34649/14 of the 24th September last.

I have the honour to be,

Sir,

Your obedient servant,

for Crown Agents.

Under Secretary of State,  
&c &c &c  
Colonial Office.

Messrs. SUTTON GIMMANNEY & RENDALL TO CROWN AGENTS.

5992

REC'D  
REG'D 5 FEB 15

3 and 4 Great Winchester Street,

London, E.C.

128

2nd February 1916.

Gentlemen,

East Africa Protectorate.  
East Africa Syndicate.

In further reference to your letters of the 16th December and 14th ultimo, we have to inform you that we have now received back the draft Agreement from the Solicitors for the Syndicate, amended in accordance with the red ink alterations which are shown in the drafts in duplicate, which are enclosed herewith for your consideration and approval.

The Solicitors for the Syndicate state that the amendments have been made in the fourth and fifth lines of Clause 5 Sub-Clause (A) for the reason that the Clause as it originally stood was open to the interpretation that if the Government gave notice of an intention to hold a sale even during the War when no sale would be likely to be effected, this would make the two years under this Agreement commence to run, and that the remainder of the amendments have been made in this Clause for the sake of greater clearness.

With regard to Clause 5 Sub-Clause (B), the Solicitors for the Syndicate state that they agree that the Clause as it originally stood was not happily worded and that they understand that the intention of

this

Secy  
E.A.F. 36

oft Agmt  
duplicate.

this Clause is that the Syndicate shall not be allowed to select the balance of any block for the purposes of Clause 5, Sub-Clause (A), but shall select part of one block each year in rotation and that this has been mainly provided for by the additional words inserted in Clause 5 sub-Clause (A) *vis:* "out of which no previous selection shall have been made". They suggest therefore that Clause 5, Sub-Clause (B) will read more clearly if the words struck out are deleted.

We understand that the Syndicate are prepared to execute the document in the form as now amended, but before submitting final prints to them for execution, we shall be glad to have your instructions in the matter.

We have, etc.

(sgd) SUTTON OSMANNEY & RENDALL



CA 5992/15 EAP

4/16



5/1



15 February 1915

Ans. 19036

Gentlemen,

I am <sup>directly</sup> in touch with the rest of you letter of the 5<sup>th</sup> of Feb.

(See E.A.P. 36) on the subject of the draft agreement with the S. Africa Syndicate Ltd., and to inform you that he approves of the conditions proposed by the Syndicate's Solicitors in clause 5 Subclause A. It is assumed that the work of a before "and" has been done of the subclause. We intend to be struck out in the copy of the draft which accompanies your letter.

DRAFT.

K.C.A. for the Colon.

MINUTE.

- Mr. G. A. Fiddes
- Mr. Pennington 11.2.15
- Mr. Rend 12
- Mr.
- Sir G. Fiddes.
- Sir H. Just.
- Sir J. Anderson
- Lord Islington.
- Mr. Harcourt

*[Handwritten signature]*

for course

+ No 5992

I look upon a contract as  
it is <sup>made</sup> to be performed  
that, if assented or approved,  
the permission which it  
gives to the Syndicate to  
dispose of part of a broken  
block already broken after  
they have complied with  
the obligation under section  
4 in any two yearly period  
would not imply that they  
are not in a position to  
dispose of part of a  
block with a broken block  
before they have complied  
with that obligation. It  
has been the intention

that the selection of for sale of  
half an unbroken block  
should be the Syndicate's  
first <sup>duty</sup> ~~task~~ in any case of  
the funds, and it would  
therefore appear that the  
words proposed to be  
inserted should stand the  
Committee, however, that they

Since this omission would  
be is advised, leave  
upon the agreement of  
the Co. Syndicate would  
sufficiently comply with  
the provision of the law  
the agreement of the  
begin any two years  
by selling part of a  
block in any two years

or simply be amended  
129  
by the addition of the  
words "in any of the said  
two yearly periods" after  
line two of the sub-section  
as printed and of the  
words "in that period"  
after the word "made"  
in line five.

Jam<sup>ble</sup>

(SIGNED) H. J. READ.  
for the Under Secretary of State

can properly be included  
129  
by the addition of the  
word "in any of the said  
two yearly periods" after  
line two of the preamble  
as printed and of the  
word "in that period"  
after the word "made"  
in line five.

Jam<sup>etc</sup>

(S/23) H. J. READ.  
for the Under Secretary of State

1127 (604)  
107 85  
21

1 hole = 2 1/2 to 3 1/2 lbs

<u>Kaupala</u>	Value Company Notes
Uga Co.	200
Wells Co	50
Person	75
Uga	75
Jaffa	25
Ala	25

Uga	Hanson	150
	Person	75
	Corp.	100
	Uga	75

<u>Soot</u>	Uga Co.	140
	D-U Co	50
Uga	Wells	75
Uga	Corp	50
Uga	Person	100
"	Corp	400

41) 7117 (656)

1 hole = 7 1/2" dia

Company	Value
Wagon Co.	200
Wells & Co	50
Person	75
Wagon	75
Jeff	25
Alid	25

Company	Value
Wagon	150
Person	75
Corp.	100
Wagon	75

Company	Value
Wagon Co.	140
D. & Co	50
Wagon Wells & Co	75
Wagon Corp	50
Person	100
Corp.	400

1907

Kampala

Quality  
Quantity  
Total

Agri. Co.	200
WCB & Co	50
Person	75
Vig	75
Jeff	25
Alid	25

Wig

Housing	150
Person	75
Corp.	100
Vig	75

Soroti

Agri. Co.	140
D-U Co	50
Wagon	75
Corp	50
Person	100
Corp	400

# EAST AFRICA PROTECTORATE.

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## Agreement

WITH THE EAST AFRICA SYNDICATE LIMITED, MODIFYING  
LEASE DATED 12th JULY, 1904.

DATED

1915.

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. 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 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 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:—

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.

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



Description of Block "A"

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 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.

Residue of land to be divided into six blocks and to be surveyed at the cost of the Syndicate.

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 approximately 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 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.

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.

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 :-

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

(A) The Syndicate shall during the first <sup>two years</sup> and every succeeding period (reckoning from the date of the conclusion of the present War between Great Britain and Germany or the date of the next <sup>republic</sup> Government notice of sale of Crown Land for agricultural purposes whichever is earlier) of two years 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 out of which no previous selection shall have been made.

(b) Subject to the provisions of Sub-clause (1) of this Clause and of Clause 6 hereof the Syndicate shall not be entitled to select for sale any further part of any of the said blocks unless and until such selection as is provided for by Sub-clause (a) of this Clause has been made. <sup>in that behalf</sup> Provided always that when in any of the said two yearly periods the selection provided for in Sub-clause (a) hereof has been duly made the Syndicate shall be at liberty to select during the remainder of that period any remaining portion of the particular block out of which such first-mentioned selection shall have been made and/or any remaining portion of any block from which in any previous two-yearly period a selection shall have been made in accordance with Sub-clause (a) of this Clause.

Blocks to be sold in lots.

(c) Before any part of any block is sold the Syndicate shall sub-divide such block into areas (hereinafter called "sub-divided 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.

Blocks to be sub-divided into suitable areas before sale.

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

Blocks to be sold in lots.

(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. 1 1/2d. per acre. Sales shall be of surface rights only and shall not include exclusive rights to the waters of any river or lake.

Prices &c. &c.

(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.

Government to give conveyances of lands sold.

(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 proper in order to

Form of conveyances & conditions.

secure that the lands so to be sold shall be properly used for purposes beneficial to the development of their resources and the Governor shall be at liberty for such purposes from time to time to vary or modify such obligations and conditions.

(n) The purchase money of each lot shall be divided as follows:—An amount equal to 3s. 1½d. 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 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) 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 six blocks and the purchase money received in respect of any such sale shall belong as to an amount equal to 3s. 1½d. per acre of the land sold to the Government and as to the remainder (if any) to the Syndicate.

Division of purchase money between Government and Syndicate.

Syndicate may with consent of Government vary rotation of sale.

Powers of Governor if Syndicate make default under Clause 5 (A).

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 moneys 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 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 six 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 to 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 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.

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 20,000 acres comprised in Block "A" or any part thereof and also to holders of land beyond any other block or blocks of land to be required by the Syndicate pursuant to these presents.

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

Costs &c. of sales to be borne by Syndicate. Reduction of rent &c.

Option of purchase in Principal Indenture.

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

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

Arbitration.

secure that the lands so to be sold shall be properly used for purposes beneficial to the development of their resources and the Governor shall be at liberty for such purpose from time to time to vary or modify such obligations and conditions.

Division of purchase money between Government and Syndicate.

(ii) The purchase money of each lot shall be divided as follows:—An amount equal to 3s. 1½d. 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.

Syndicate may with consent of Government vary relative of ...

(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 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.

Power of Government of Syndicate make default under Clause 5 (a)

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) 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 six blocks and the purchase money received in respect of any such sale shall belong as to an amount equal to 3s. 1½d. per acre of the land sold to the Government and as to the remainder (if any) to the Syndicate.

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 moneys 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 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 six 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 to the property comprised therein.

Costs and expenses to be borne by Syndicate. Reduction of rent etc.

8. Nothing herein contained shall affect the option of purchase conferred upon the Syndicate by the Principal Indenture but the price for 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.

Saving as to option of purchase in Principal Indenture.

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

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

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

Arbitration.

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 therein provided shall be carried out at the cost of the Syndicate.

Costs

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.

Governor or Crown Agents not to be personally liable

14. Neither the Governor nor any Member or Officer of the Government or the Crown Agents shall respectively be in anywise 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.

Marginal notes

15. The marginal notes hereto are for the purposes of convenience only and shall not affect the construction or interpretation of these presents.

In witness whereof the Crown Agents have hereunto 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

Signed Sealed and Delivered by the above-named REGINALD LAURENCE ANTROBUS MAURICE ALEXANDER CAMERON and WILLIAM HEPWORTH MERCER in the presence of

The Common Seal of THE EAST AFRICA SYNDICATE LIMITED was hereunto affixed in the presence of

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

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Marginal notes.

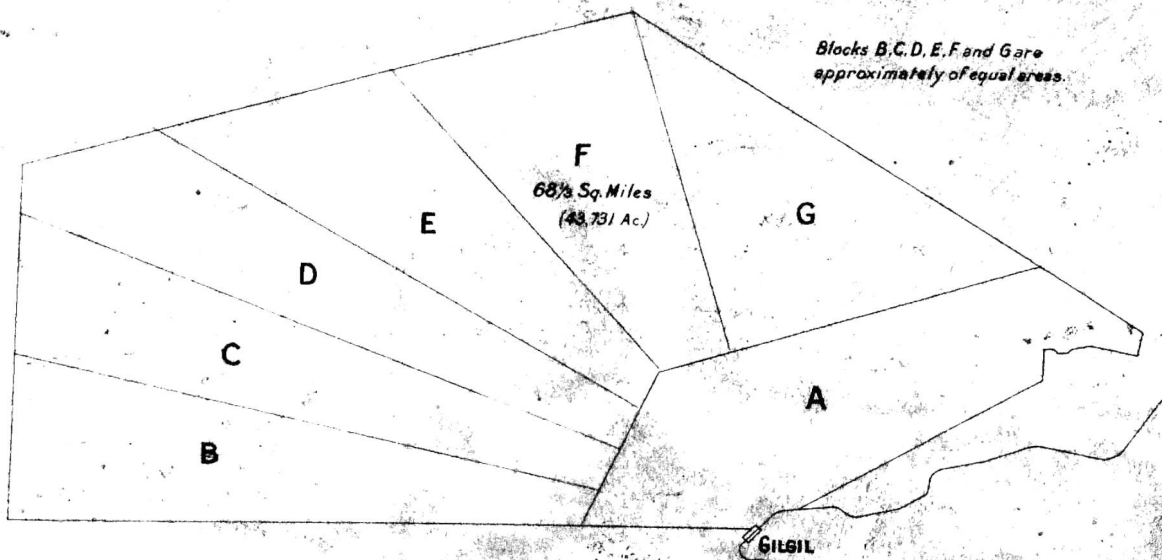
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In witness whereof the Crown Agents have hereunto set their respective hands and seals and the Syndicate have caused their Common Seal to be hereunto affixed the day and year first above written

Signed Sealed and Delivered by the above-named REGINALD LAURENCE ANTOBUS MAURICE ALEXANDER CAMERON and WILLIAM HEPWORTH MERCER in the presence of

The Common Seal of THE EAST AFRICA SYNDICATE LIMITED was hereunto affixed in the presence of

**PLAN HEREINBEFORE REFERRED TO.**

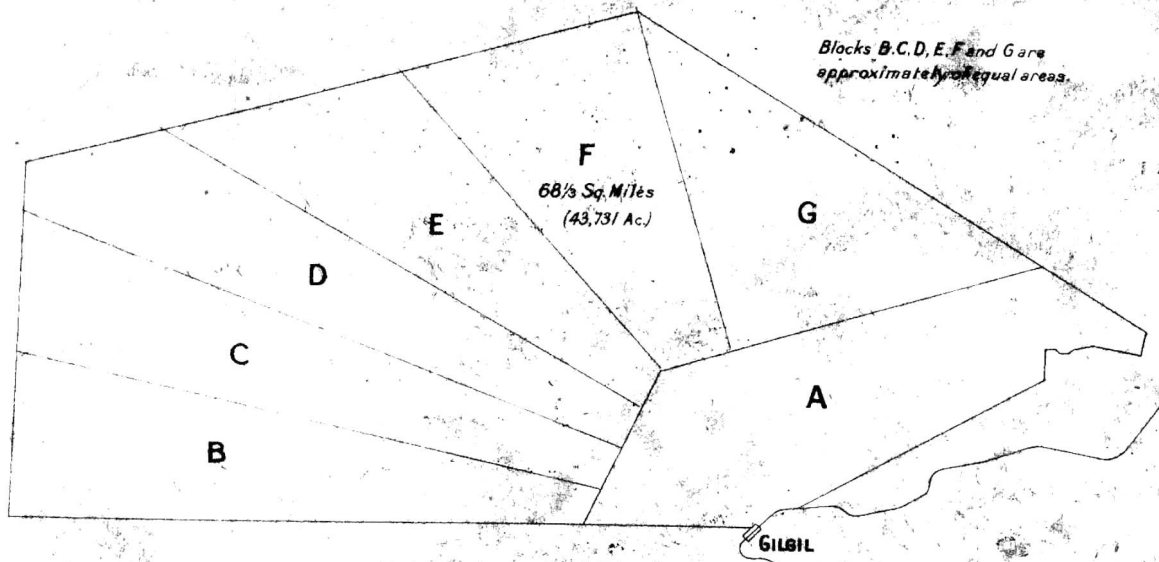


SCALE, 20,000 = 1"



101

**PLAN HEREINBEFORE REFERRED TO.**



SCALE 20,000 — 1"



THE EAST

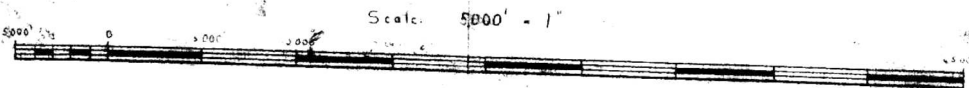
To accompany my  
letter of 17 Jan 1911  
THE EAST AFRICA SYNDICATE LIMITED  
14, Cannon St  
London E.C.

5 000'

E



# THE EAST AFRICA SYNDICATE LIMITED



68½ Sq. Miles  
(43,731 A.c.)

E

G

685 S. M. A. S.  
(4373 T. A. C.)

E

C

D

67601

G

A

EILGIL