

344

EAST AFR. PROT  
33461

C O  
33461  
Recd  
21 JUL 15

Crown Agents

EAST AFRICAN ESTATES LEASES

1915

20th July

Sends 18 copies of each of two leases.

Last previous Paper.

6a  
32903

7 copies sent to G. (and some) See 23 July 15

Send 9 copies of each lease to G. with  
the copy of certificate indicated on 32903  
[There is still some copying to be done on 24410].  
The other copies of the leases to go to library  
W.S. 22715 above

*[Handwritten signatures and scribbles]*

2

Next subsequent Paper

6a  
33978 accts  
43557 Baron Factory

Sec.

E.A.P. 26 B.

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 720 VICTORIA

345

Recd  
Perf. 21 JUL 1915

WHITEHALL GARDENS.

LONDON, S.W.

20th July, 1915.

Sir,

*6.a*  
*32903*

In continuation of our letter of the  
16th instant, I have the honour to state that we  
are now forwarding to you, under separate cover,  
for the use of the Colonial Office and the  
Government of the East Africa Protectorate, 18  
copies of each of the two Leases recently executed  
with the East African Estates, Ltd.

I have the honour to be,

Sir,

Your obedient Servant,

*[Handwritten signature]*

For Crown Agents.

The Under Secretary of State,

cc & cc

Colonial Office.

Sec.

F.A.P. 26 B.

ALL COMMUNICATIONS  
TO BE ADDRESSED TO THE  
CROWN AGENTS FOR THE COLONIES,  
THE ABOVE REFERRED AND THE  
DATE OF THIS LETTER BEING QUOTED

TELEGRAMS, CROWN, LONDON  
TELEPHONE 7182 VICTORIA

365  
REC  
JAN 1916  
WHITEHALL GARDENS.

LONDON, S. W.

20th July, 1916.

Sir,

6 a  
22903

In continuation of our letter of the  
16th instant, I have the honour to state that we  
are now forwarding to you, under separate cover,  
for the use of the Colonial Office and the  
Government of the East Africa Protectorate, 18  
copies of each of the two Leases recently executed  
with the East African Estates, Ltd.

I have the honour to be,

Sir,

Your obedient Servant,

*H. Munro*  
for Crown Agents.

The Under Secretary of State.

Colonial Office.

EAST AFRICA PROTECTORATE.

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Lease

of

LANDS SITUATE AT LIMURU IN THE EAST AFRICA  
PROTECTORATE.

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DATED 31st MAY, 1915.

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SUTTON, OMMANNEY & RENDALL,

3 & 4, Great Winchester Street,

London, E.C.

## East Africa Protectorate.

**This Indenture** made the 31st day of May 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.

Now this Indenture witnesseth that in consideration of the surrender of the said former Lease of the hereditaments hereby demised and other hereditaments on 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 hereof.

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 use the same and such other rights and privileges as 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 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 the purpose to dig or sink such wells and bore-holes and to fix or put down 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 any that the Lessees shall be entitled to such compensation in respect of any 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 and to cause of difference shall be fixed by arbitration as hereinafter provided. 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 20th day of October 1908.

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 except where expressly herein otherwise provided 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 aforesaid 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 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 except as aforesaid operate and take effect as a Lease under the said Ordinance for the special purposes hereinafter mentioned. 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.

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 use have power to do all or any of the following acts and things that is to say:—

- (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

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

Purposes for  
which the  
lands may be  
used.

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

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 of a clay) sand and gravel as may be required for the purposes of any such railways tramways 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 or be otherwise beneficial 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 use 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.

6. The Lessees will not at any time during the said term use the demised premises for any purpose 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.

Note to see  
include in  
the preceding  
provisions.

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.

Note to see  
include in  
the preceding  
provisions.

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 at 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.

Note to see  
include in  
the preceding  
provisions.

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.

Note to see  
include in  
the preceding  
provisions.

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.

Note to see  
include in  
the preceding  
provisions.

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

Note to see  
include in  
the preceding  
provisions.

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  
& without  
consent.

12. The Lessees will not assign in whole 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  
of the party

13. The Lessees will provide at their own expense a competent and suitable agent or representative resident in the Protectorate to whom all notices and directions under these presents may be given and the Lessees shall forthwith notify the Governor of the name and address of such agent or representative or of any alteration in the name and address of such agent or representative.

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 Dependence.

17. If the Lessees shall at any time during the said term stand on 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 enter upon the demised premises or any portions thereof in the name of the whole and thereupon all rights and privileges vested in the Lessees by virtue of these presents shall cease and determine.

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 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.

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.

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



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

Power to Govern- ment officials

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 and/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.

Having consanguinity 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 and 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 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 to the demised premises may in addition to any other method for the time being authorized for serving the same be given to the Lessees by leaving the same at the registered office for the time being in England or with their agent or representative for the time being residing in the Protectorate and any notice so given shall be deemed to have been given at the time when it was so left.

26. Every notice or order or 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 party 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 hereof.

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 heretofore 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.

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

HAROLD M. OMMANBY 3 & 4, Great Winchester Street, London E.C., Solicitor.

R. L. ANTRORUS L.S. M. A. CAMERON L.S. W. H. MERCER L.S.

The Common Seal of the EAST AFRICAN ESTATES LIMITED was heretofore affixed in the presence of

PLYMOUTH, } Directors. M. O. FITZGERALD, } A. J. DAVIS, Secretary.

East African Estates Limited

THE PLAN HEREINBEFORE REFERRED TO.

Table with columns: Co-ordinates, Length, Area, Dist, and Remarks. It lists various survey points and their measurements.



SCALE: 1 in 25,000.

EAST AFRICA PROTECTORATE.

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Lease

OF

LANDS IN THE SEYIDIE AND UKAMBA PROVINCES  
IN THE EAST AFRICA PROTECTORATE.

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DATED 31st MAY, 1915.

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SUTTON, OMMANNEY & RENDALE,  
3 & 4, Great Winchester Street,  
London, E.C.

# East Africa Protectorate.

**This Indenture** made this 31st day of May 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 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 con-  
 tained 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 Tary Desert in the Provinces  
 of Seyidie and Ukamba 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 provisions that hereinafter follow.

2. Except and reserving out of the demise hereby made <sup>Exceptions</sup>  
 all roads ways waterways and passages in through upon <sup>and</sup> <sub>of</sub> <sup>reservations.</sup>

2

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 subject as hereinafter mentioned 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 in 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 mines minerals and mineral oil hereinbefore excepted and for such purpose or purposes to dig or sink such wells or bore-holes and to divert 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 1909 and to the Rules for the time being in force under the said Ordinance.

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 :-

3

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 is first becomes payable and thereafter the whole annual amount thereof shall be payable in advance on every succeeding 1st day of January.

(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 or incidental thereto. 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 resident in the Protectorate for not less than 12 consecutive calendar months and (b) the expenses and salaries in connection with any Board of Directors and a London office but all expenditure incurred (subject as hereinbefore provided in sub-Sections (a) and (b) of this Section) on the premises hereinbefore 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 or the King's enemies 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 or the King's enemies 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 execution 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.

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.

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 seven 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.

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.

Leases 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 below or adjoining the demised premises to a reasonably full and pure 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 use have power to do any or all of the following acts or things namely:—

- (a) To utilize for motive power irrigation and for all domestic purposes the waters of any lake river or stream within the demised premises.
- (b) 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.
- (c) 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.
- (d) To erect alter and maintain on the demised premises buildings for any purposes whatsoever.

No precious stones or minerals to be taken.

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 Receiver of Titles for the time being of the Protectorate whose decision shall be final pending the completion of such survey.

The boundaries of the said lands shall be beaconed and mapped in such manner as the said Director of Surveys may deem necessary and all lands excluded in the First Second and Third Parts of the First Schedule hereto shall be demarcated upon the ground and shall not be included in the survey plans of the premises hereby demised.

Provided that the Lessees may employ surveyors to be approved by the said Director of Surveys and the Lessees at their own cost shall furnish the said Director of Surveys with the originals or true copies of all plans prepared by such surveyors in duplicate on stout drawing paper and also on tracing linen together with the original field notes calculations and computations and no survey carried out by such surveyor shall be accepted or passed before it has been approved by the said Director of Surveys.

12. The Lessees will during the last ten years of the said term keep in good and substantial repair and condition all residences factories workshops stores and other buildings and all wharves railways tramways roads paths dams waterways irrigation works machinery plant and appliances which shall be in existence upon the demised premises at any time within such period of ten years (except any constructed for the purpose of working any minerals hereby reserved) and 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 such buildings works machinery plant and appliances as hereinbefore mentioned in the state of order and condition in which the same ought to be under these presents.

Leases to be used for any buildings to be erected.

13. The Lessees will not assign transfer or otherwise part with the possession of the demised premises or any part thereof otherwise than by sub-lease without the consent in writing of the Governor or the Crown Agents previously obtained provided that the Lessees shall notify the Governor or the Crown Agents forthwith of any sub-lease or sub-letting of any portion of the premises demised under the Third Part of the First Schedule hereto.

Leases to be used for any buildings to be erected.

14. The Lessees will provide at their own expense a competent and suitable resident agent or representative resident in the Protectorate to whom all notices and directions under these presents may be given and the Lessees shall forthwith notify the Governor of the name and address of such agent or representative or of any alteration in the name and address of such agent or representative.

Leases to be used for any buildings to be erected.

15. The Lessees shall always be and remain British subjects or a British Company having its 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 Protectorate and all the Directors of the Lessees if a Company shall always be either natural born British subjects or persons who shall have been naturalized as British subjects by or under an Imperial Act of Parliament or some statute or ordinance of some British Colony or Dependency.

Leases to be used for any buildings to be erected.

Proviso for recovery in case of abandonment by the Lessee

16. If after the 31st day of December 1925 or any extension of such period which may be allowed under Clause 4 subsection II hereof, 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 etc.

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 etc.

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 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.

Lessees 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 mine

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 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.

Preservation of rights of natives

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 firewood burning taking and searing 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.

Waiver of right to be a 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 existing 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.

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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 same 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 resident in the Protectorate and any notice so left shall be deemed to have been given at the time when it was so left.

As to notice 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



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 and such delegation of 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 herein contained.

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 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 and parallel to the high water mark commencing at Ras Munko Senge and continuing in a generally westerly direction along Fort Rotts and the right bank of the Mwachii 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 250,000 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 the Government or Admiralty purposes, (b) land already leased or granted, (c) land the subject of what is known as the Doo-specker and Mombasa 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 Mittu Adufa to Taveta and a line drawn as nearly as possible parallel to the said road from the most western point of the Sasiburi 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 before the conclusion of the present War between Great Britain and Germany and after that date without giving to the Lessees 6 previous months notice in writing within which time the Lessees shall have the right to select such land as part of the property to be comprised in the said area.

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 Mwake Sogoo and the upper end of Port Ketta excluding therefrom all land at present in Government occupation and land required for Admiralty purposes and 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.

## 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 1917.	
60,000	" " "	1920.
80,000	" " "	1922.
100,000	" " "	1925.

## The Third Schedule hereinbefore referred to.

- Firm buildings, factories, offices, shops 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.
- Planting of short-lived crops for cleaning or preparing land.
- 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.

Signed Sealed and Delivered by the  
 above named REGINALD LATIMER  
 ANTHONY MACKIE ALEXANDER  
 CAMERON and WILLIAM HERBERT  
 MERCER in the presence of

HAROLD M. JENNINGS  
 3 & 4 Great Winchester Street  
 London E.C.

*Witness*

R. L. ANTHOBIUS

(S)

M. A. CAMERON

(S)

W. H. MERCER

(S)

The Common Seal of the EAST  
 AFRICAN ESTATES LIMITED was  
 hereunto affixed in the presence of

PLYMOUTH,

M. O. FITZGERALD,

*Directors*

A. J. DAVIS, *Secretary*

East African  
 Estates  
 Limited