

"Harbour lease" and "Port lease" are just as unsatisfactory.

(b) Lake lease. Clause 4. The Sol^{os}

have gone astray in their draft of the new clause. The intention of this clause is indicated in para 6 of our letter to the Coy. on 18/10/25; and para 5 of our letter to the Sol^{os} on 27/8/25 seems plain enough. It will be necessary to tell the Sol^{os} that their draft must be amended by substituting for "in any manner whatsoever" ^{or non-observance} the expression such as "by any breach on the part of the lessee of any of the covenants therein contained" in either lease. Perhaps Mr. Bushe would suggest a phrase.

(c) Railway lease Clause 7(ii).

It said "of OTC's let. on 17/8/25 and insert therein. I think it is clear that we can now accept "lessee" instead of "General Manager" on line 5 of this sub. Clause.

(d) Railway lease. Clause 19. (ii). See

E. of OTC's let. on 17/8/25. We can now tell the Sol^{os} that the Coy's amendment

can be expected; but in writing to OTC's we must also ^{draw attention} ~~emphasize~~, with reference to the last para of OTC's let. on 14/4/25 that SFS ~~considers~~ that to para. 6 of the letter to the Coy. on 18/10/25, say that SFS did not consider that there was any justification for providing that the lake lease should determine in the event of the Rly. or Port lease being determined otherwise than by default of the lessees.

(e) Railway lease. Clause 20.

We can refer the Sol^{os} to para 3 of the letter to the Coy. of 9. May. (19/8/25) in which the Coy. have been asked if they can suggest a sum for this clause.

to Mr. on 20/8/25, including the above points, was submitted for course, together with a short summary of recent progress which should be attached to 20/8/25

8/1
20/5/25

SUTTON, OSMANNEY & OLIVER.

E. S. OLIVER.

H. M. OSMANNEY.

TELEGRAMS: "SUTTON, OSMANNEY, LONDON."

TELEPHONE: 11222 } LONDON WALL.
11212 }

21873 378
REC^d MAY 25
LONDON, E.C.2.

3 & 4, GREAT WINCHESTER STREET,

LONDON, E.C.2.

12th May, 1925.

19786/25.

Sir,

Nagadi Soda Company Limited.

We have now revised the draft Leases of Lake Nagadi and the Railway to Lake Nagadi, in accordance with the instructions contained in your letter of 9th instant; and for your information, we beg to enclose herewith facsimile drafts showing all the amendments, those in red ink being the amendments made by the Company and those in green ink being our further revisions.

We also hand you herewith for approval a draft of the letter which we propose to write to the Company returning the two draft leases.

The draft of the new clause in the Lake Lease will be found attached to page 4, clause No. 4 and the other clauses have been renumbered. Two new recitals in the preamble, and the extra definitions on page 2 appear to be necessary in consequence of the insertion of this new clause

the exception from the demise of minerals other than soda which was expressly agreed by the memorandum of 30th May 1924. The other new clauses in this Lease are due to evolution of the form as indicated above, and, with the exception of those not restored in the revised drafts, we are instructed to press for their inclusion.

We are, dear Sir,

Yours faithfully,

EGO

The Secretary,
 Hagadi Soda Co. Ltd.,
 Winghamton,
 Northwich.

Draft

3 & 4, Great Winchester Street,

LONDON, E.C.2.

27th March, 1925.

Dear Sirs,

Crown Agents for the Colonies and

Magadi Soda Co. Ltd.Kenya ColonyLeases of Lake Magadi and Railway to Lake Magadi

We beg to return herewith the two draft leases approved by our clients, subject to our revisions and marginal notes in green ink

You will, however, note that both drafts are still subject to the final approval of the Governor of the Colony.

As regards both leases:-

We cannot agree that there is any agreement, as seems to have been assumed by you, that the new leases shall be in precisely the same form as the old leases. Our clients are obliged to modify their forms from time to time in the light of new experience, and according to circumstances, and such modifications must be accepted by the Company.

With regard to the Lake lease we have to point out that several of the new clauses struck out by you are due to the exception from the demise of minerals other than soda, which was expressly agreed by the memorandum of 30th May 1924. The other new clauses are due to evolution in the form as indicated above and, with the exceptions of those not restored in the revised drafts we are instructed to press for their inclusion.

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LONDON, E.C.2.

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Kenya Colony

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Yours faithfully,

ton, Ommanney & Oliver

3 & 4, Great Winchester Street,

London, E.C.2.

27th March, 1925.

Sir,

Kenya Colony and Protectorate.

Leases of Lake Magadi and Railway to Lake Magadi.

As arranged at your interview with Mr. Oliver on 24th instant, we beg to hand you herewith two prints of each of the two leases, in which the amendments made by Messrs. Brunner Mond & Co. appear in red ink and the revisions arranged at the meeting with Mr. Oliver in green ink.

The clauses have been re-numbered where necessary and the indices revised accordingly.

We also enclose herewith a draft of a letter which we suggest should be written to Messrs. Brunner, Mond & Co's solicitors returning the draft.

We shall be glad if you would let us know, in due course, whether you approve the amendments and the draft letter, and let us have the name and address of Messrs. Brunner Mond & Co's solicitors, who are dealing with this matter, that we may forward the drafts to them, with the letter.

we have, etc.,

(SD) Sutton Ommanney & Oliver

Secretary of State,

Colonial Office,

S.S.

Sutton, Omsmanney & Oliver

3 & 4, Great Winchester Street
London, E.C.2.

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Under Secretary of State,
Colonial Office,
S.W.

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3 & 4, Great Winchester Street
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Under Secretary of State,

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S.W.

Schedule.

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1. The lease to be co-terminous with the lease of Lake Magadi to the Company.
2. The purchase price to be shillings 60 per acre.
3. The annual rental to be 20 cents of a shilling per acre.
4. The four cattle troughs constructed for the use of the Masai to be excluded from the area or if they are included, the Company to construct four similar ones outside the area leased, the troughs to be maintained by the Company and kept filled with water.
5. The area to be fenced.
6. The monetary proceeds to be paid to the Masai tribal funds.
7. The land to become available for use by the Masai on the expiration of the lease.
8. The lease to make it clear that the Government in granting the lease is acting on behalf of the Masai.

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Rahadula.

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ENCLOSURE "A"DESCRIPTION OF RAILWAY PROPERTY.

All that piece of land situate to the east of Lake Magadi in the Masai Province of the said Colony containing by measurement 2209 acres more or less that is to say L.C.No.2341 of Meridional District $\frac{\text{South A. 37}}{\text{G \& H}}$ together with the railway running there-through and being thereon which said piece of land and Railway is delineated on the plan drawn on these presents and more particularly on Land Survey Plan No.22340 deposited in the Land Surveys Office at Nairobi.

ENCLOSURE "B".DESCRIPTION OF LAKE PROPERTIES.

First All that piece of land situate at Lake Magadi in the Masai Province of the said Colony containing by measurement 211110 acres more or less that is to say L.O.No.1026 of Meridional District South A 37 G.III.c & d And Secondly All that piece of land situate at Lake Natron in the Masai Province of the said Colony containing by measurement 11678 acres more or less that is to say L.O.No. 3867 of Meridional District South A 37 M.I.a & b which said two pieces of land containing together by measurement 22788 acres more or less are bordered red and delineated on the plan drawn on these presents and more particularly on Land Survey Plan No.12767 deposited in the Land Surveys Office at Nairobi.

ENCLOSURE "E"SCHEDULE OF PROPERTIES IN KENYA COLONY AND PROTECTORATEHELD BY THE MAGADI SODA COMPANY, LIMITED.

No.	Locality	Area acres.	Conditions.
456	Miles 46 & 47.	2000.	Permit to occupy pending survey (dated 6/5/22). Lease promised and can now be issued for term of Lake lease. For Native Location.
2836	Kajiado	3.	99 years lease from 12.4.11. For Housing purposes.
1334&2	Mile 28.	1017.8 less 8 acs. for road reserve.	99 years lease from 12.4.11. For European Housing.
-	Mile 26.	100' x 50'	Store plot held on Temporary Occupation Licence.
50/1.	Milindini.	13.65 acres.	99 years from 12-4-11.
521.	Ngong.	95.5 acres.	Waterworks area. Occupation permit pending survey (dated 29/9/22). Promise of lease to terminate at same time as Lake lease. Company undertake to maintain 4 water troughs for natives.

agreement dated 15/3/15 giving rights to use and conduct water supply from Ngong.

agreement for pipe line from Sorei Hills to Mile 46 (dated 2/2/16) for so long as the Company requires the water supply. Company agree to maintain one cattle trough for natives.

Concession to wing Diatomite at Miles 60 - 62 (dated 21/11/21), terminable at 3 months notice.

ENCLOSURE "F"

AN AGREEMENT made the 15th day of March One thousand nine hundred and fifteen BETWEEN SIR HENRY CONWAY BELFIELD, KNIGHT COMMANDER OF THE MOST DISTINGUISHED ORDER OF SAINT MICHAEL AND SAINT GEORGE, HIS EXCELLENCY THE GOVERNOR OF THE EAST AFRICA PROTECTORATE, (hereinafter called the Governor which term where the context so admits shall include the Governor for the time being administering the Government) of the one part and the MAGADI SODA COMPANY LIMITED a Limited Liability Company having its registered office at Bishopsgate, London, E.C. in England (hereinafter called "the Company") of the other part.

WHEREAS:

(A) By an Agreement (hereinafter called "The Principal Indenture") dated the 15th April 1911 and made between the Crown Agents for the Colonies acting for and on behalf of the Government of the one part and the Company (therein called "the Contractors") of the other part it was agreed (inter alia) that the Contractors should construct in the East Africa Protectorate a Railway (hereinafter called "the Railway") as therein defined.

(B) Both the Governor and the Company are desirous that a supply of water for the Railway should be obtained in the manner and subject as hereinafter provided from the streams known as the Upper Streams situated in the N'gong Hills in the District of Masailand in the Ukamba Province of the East Africa

Protectorate

Protectorate and that the surplus (if any) of the water so obtained after first satisfying the proper requirements of the working of the Railway should be available for the purpose of the Company's works as defined by clause 42 of the Principal Indenture.

NOW IT IS HEREBY AGREED as follows:-

1. Subject to the terms and provisions herein contained the Governor hereby grants to the Company the right to take water in the manner hereinafter mentioned from the said Upper Streams (the approximate position of which is shewn on the plan hereto annexed) for the purposes of the Railway and (subject hereto) of the Company's works as defined by clause 42 of the Principal Indenture during the continuance of the term of any lease or concession under which the Company is or may be entitled to work any Soda deposits or other materials or mineral substance from the lands known as Lake Magadi or any other lands held or to be held by the Company under the Government.

2. The Company may (subject as herein expressly provided) take water from the said streams at such intakes and in such manner as it shall think fit and the water so taken shall be conducted into a reservoir (hereinafter called the Upper Concentration Chamber) to be constructed approximately in the position shewn on the said plan (which Upper Concentration Chamber may be constructed of such size and in such manner as the Company shall think expedient) and may convey the water from the Upper Concentration Chamber through pipes approximately in the line delineated on the said plan by a black dotted line to a reservoir (hereinafter called

called the Lower Concentration Chamber) to be constructed by the Company approximately in the position indicated on the said plan by a yellow circle. Such Lower Concentration Chamber to be constructed by the Company substantially in accordance with a drawing thereof annexed hereto which has been approved by the Government.

3. The Company may lead the water from the Lower Concentration Chamber by means of a line of pipes to the Railway and along the course of the railway down to the Company's works as defined as aforesaid. All the water so taken from the Lower Concentration Chamber shall in the first instance be available for the proper requirements of working the railway (but not for the purpose of working the main line or any other branch of the Uganda Railway) and proper convenience for drawing off the water for such purposes shall be made where necessary or proper along the course of the railway but so much (if any) of the water so taken from the Lower Concentration Chamber as shall not be properly required for the purposes of working the Railway shall be available for any of the purposes of the Company's works and may be taken and used by the Company accordingly for such purposes as the Company may think fit in connection with the said works provided that the persons corporation or authority by which the railway shall for the time being be actually worked shall at all times have the first call on the said water for the proper purposes of working the railway and that only the surplus water (if any) remaining after providing for such purposes of the railway shall be available for the purposes

of the Company's works.

4. The Company shall also have the right to take water from the said streams and construction reservoirs in the vicinity of the intakes marked C1, G1, and H. delineated in yellow on the said plan PROVIDED ALWAYS that any water obtained under the provisions of this Clause shall only be used in case of insufficiency of the supply obtained under the provisions of Clause 1 and provided also that the Keserian River in the vicinity of the said intake C1. shall only be tapped in the event of the other streams failing to provide a sufficient supply.

5. The Company shall be entitled to fence in the Banks of the streams on which intakes F, G1, and H are situate above the said reservoirs.

6. The Company shall erect to the satisfaction of the Governor at a point below the Lower Concentration Chamber to be indicated by the Governor or such officer as he may appoint a meter for registering the quantity of water taken from the streams in the Hilling Hills.

7. The Company shall erect nine Cattle troughs each measuring 50 feet in length 3 feet in width and 2 feet and 0 inches in depth and of the design shown on the plan annexed which has already been approved by the Governor.

The said troughs shall be erected at the following points namely:-

- 3 troughs below the lower concentration chamber.
- 1 trough below each of the reservoirs to be constructed in the vicinity of intakes C1, G1, and H.

2 troughs on streams No.9 shown in the said plan at points to be indicated at proper levels by the Governor or such officer as he may appoint.

The Company shall construct the first seven troughs above mentioned in such a manner as to provide that the troughs shall automatically have first call on all water passing through the respective reservoirs.

8. The Company will upon request of the Governor provide additional Cattle troughs not exceeding five in all at such place or places as the Governor shall indicate on the N'gong streams and of the same dimensions as those mentioned in the last preceding paragraph hereof.

No place for the trough is to be indicated by the Governor unless where the trough when constructed can be conveniently supplied by gravitation and without any pumping.

10. The Company undertakes not to take water from any streams on which weirs A, B, J, L, 15 and 16 delineated in green on the said plan are indicated.

11. The Governor hereby reserves to the Masai Tribe the right to water their flocks and herds on the Keserian River above the point at which the reservoir referred to in Clause 4 is to be constructed and also reserved to itself the right to take such water from all or any of the said streams as may from time to time be required for the purposes of the Government Station situated at N'gong.

12. The Governor hereby agrees with the Company that the Masai Tribe shall not be allowed to take any water from the Upper Concentration Chamber or

from

from any of the streams supplying the same except in the event of no other convenient and sufficient water supply being available to fulfil the necessary requirements of the said Tribe.

13. The Company shall maintain and keep in a proper state of repair the whole of the water works and things by this Agreement authorised or required to be constructed and made to a point immediately above the storage tanks at or near mile twenty two and half on the Magadi Railway. The Railway shall maintain and renew when necessary both the aforesaid tanks and the meter below the aforesaid tanks constructed by and at the cost of the Company and the cost of such maintenance and the renewal of both the aforesaid tanks and meter shall be borne in equal shares by the Company and the Railway. The Railway shall maintain and renew when necessary the pipe line from the aforesaid tanks to the said meter and from the said meter to mile 75 on the Magadi Railway at its own cost. The Railway shall further at its own cost maintain and renew when necessary the pipe line of six and a half miles or thereabouts from the Hill Spring to Magadi Junction. The Company shall maintain and renew when necessary the pipe line from Mile 75 on the Magadi Railway to Magadi Lake for so long as such line is necessary for the purposes of the Company.

14. Nothing shall at any time be done or omitted or permitted whereby or in consequence whereof the capacity of the works constructed hereunder shall be diminished or whereby the amount of surplus water

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from any of the streams supplying the same except in the event of no other convenient and sufficient water supply being available to fulfil the necessary requirements of the said Tribe.

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14. Nothing shall at any time be done or omitted or permitted whereby or in consequence whereof the capacity of the works constructed hereunder shall be diminished or whereby the amount of surplus water
which

which might otherwise be available for the Company's works after first satisfying the purposes of the Railway may be lessened by the said works and things constructed hereunder shall at all times continue to be maintained so as to take from the said streams the full amount of water which according to their original construction they shall be capable of taking to the intent that subject only to the first call on the said water for the proper purposes of working the Railway and surplus water taken from the said streams by means of the said works and things hereby authorised to the full extent of the original capacity thereof shall be available for the purposes of the Company's works.

IN WITNESS the hands of the parties hereto:

Witness to the Signature)
 of the Governor.)

Witness to the Signature)
 of the Company)

Schedule.

Conditions approved in 1922 by the Secretary of State for the Colonies with regard to the grant of the Magadi Soda Company Limited of a lease of land for the erection of water works in the Ngong Hills.

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 8. The lease to make it clear that the Government in granting the lease is acting on behalf of the Masai.

ENCLOSURE "G".

9618.

AN AGREEMENT made this 2nd day of February 1916 BETWEEN SIR HENRY CONWAY BELFIELD, K.C.M.G., His Excellency the Governor of the East Africa Protectorate (hereinafter referred to as the Governor which expression shall where the context so admits include the person for the time being administering the Government of the said Protectorate) of the one part and the MAGADI SODA COMPANY LIMITED being a Company registered under the provisions of the Companies Acts and having its registered Office at Shell House Nos. 25 and 27 Bishopsgate in the City of London (hereinafter referred to as the Company which expression shall where the context so admits include its Successors and Assigns) of the other part WHEREBY it is agreed and declared by and between the parties hereto as follows:-

1. In consideration of the agreements on the part of the Company hereinafter contained the Governor hereby agrees to grant and allow to the Company the right to keep and maintain the pipe line running from the Surei Falls to the Magadi Railway between mile 46 and mile 47 more particularly indicated on the Plan annexed hereto by a Line coloured blue and marked "B" Pipe to Surei Falls together with full and free right of access thereto for all purposes in connection therewith and also the right line excepting so much thereof as shall be necessary for the fulfilment of the

the Company's agreement next hereinafter contained (until such time as this agreement is terminated as hereinafter provided).

2. In consideration of the agreement on the part of the Governor hereinbefore contained the Company hereby agrees to construct and maintain One Cattle Trough 50 feet long 3 feet wide and 2 feet 6 inches deep according to the design which has been approved for the Ngong werEs at or near the point where the Surei Pipe Line joins the Ngong Hills Supply between Mile 46 and Mile 47 of the Magadi Railway more particularly indicated on the said Plan and marked "Position of Cattle Trough".

3. For the consideration aforesaid the Company also agrees to keep and maintain the said cattle trough in a clean Sanitary and workable condition and filled with water (except when the supply from the said pipe Line shall fail through no fault of the Company or while cleaning the trough or while carrying out necessary repairs) to the satisfaction of the District Commissioner until such time as this agreement is terminated as hereinafter provided.

4. This agreement shall continue in force until such time as the Company shall cease to require the water when the same shall lapse and become null and void.

5. The Company agree to pay the costs of the preparation of this agreement amounting to Rs.15/-.

AS WITNESS the hands of the parties hereto.

KENYA COLONY AND PROTECTORATE.

Lease

OF

RAILWAY TO LAKE MAGADI.

DATED

192 .

SUTTON, ORMANNEY & OLIVER,
3 & 4 Great Winchester Street,
London, E.C.2.

KENYA COLONY AND PROTECTORATE.

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KENYA COLONY AND PROTECTORATE.

This Indenture made the _____ day of _____ 192

Between THE CROWN AGENTS FOR THE COLONIES (hereinafter referred to as "the Crown Agents") acting for and on behalf of The Government of the Kenya Colony and Protectorate (hereinafter referred to as "the Government") of the one part and the MAGADI SODA COMPANY LIMITED a Company incorporated pursuant to the laws of England under the Companies Acts 1908 to 1917 and having their registered office situate at No. 42 ^{42, Abchurch Lane} ~~and 25, Abchurch Lane~~ in the City of London (hereinafter referred to as "the Lessees" which expression shall where the context so admits include their successors and permitted assigns) of the other part.

Whereas by an Indenture (hereinafter called "the Magadi Lease") bearing even date with and executed before these presents and made between the same parties as are parties hereto and in the same order the lands known as "Lake Magadi" have been demised to the Lessees for a term of Ninety-nine years from the 1st day of November 1924 subject to the payment of the rent and royalties thereby reserved and the covenants on the part of the Lessees and the conditions therein contained for the purpose of working the deposits of carbonate of soda therein.

And whereas for the purpose of working the said deposits the Lessees or their predecessors in title have at their own expense constructed the railway hereby demised and the ^{Magadi Line and Depot Works} ~~port~~ hereinafter defined upon lands provided by the Government,

(hereinafter called the Port Lease) And whereas by an Indenture already prepared and engrossed and intended to bear even date with and to be executed immediately after these presents and made between the same parties as are parties hereto and in the same order the ^{Magadi Line and Depot Works} ~~port~~ hereinafter defined is intended to be demised to the Lessees from the said 1st day of November 1924 during such term as the Magadi Lease shall be subsisting

for a term of 99 years subject to payment of the premium and rent thereby reserved and the covenants on the part of the Lessees and conditions therein contained.

And whereas the said Railway hereby demised is now being and is intended to be worked and controlled by the Uganda Railway Administration hereinafter defined as part of the Uganda Railway.

And whereas the Government have agreed to grant and the Lessees have agreed to take a lease of the said Railway and it has been agreed that the same shall be in the form of these presents and shall contain such covenants and provisions as hereinafter contained.

Now this Indenture witnesseth and it is hereby agreed and declared as follows :-

Interpretation

1. In these presents the following expressions or terms shall have the following meanings respectively :-

- (A) "The Colony" means the Kenya Colony and Protectorate.
- (B) "The Government" means the Government for the time being of the Colony.
- (C) "The Governor" means the Governor for the time being of the Colony or the person for the time being acting as such.
- (D) "The Uganda Railway Administration" means the Administration or authority for the time being working or managing the Uganda Railway.
- (E) "The Railway" means the railway hereby demised together with all works apparatus and conveniences to be made or supplied in connection therewith.
- (F) "The Lessees' Manager" means the person appointed by the Lessees to manage their business in the Colony.
- (G) "The General Manager" means the General Manager for the time being of the Uganda Railway.
- (H) "The Magadi Lease" means the first before recited Lease of even date herewith.
- (I) "The Magadi Soda Deposit" means the deposits of carbonate of soda included in and demised by the Magadi Lease.
- (J) "The Port" means the pier, depot, works, conveniences and siding at or near Kilindini included in and intended to be demised by the secondly before recited Lease of even date herewith.

The Port Lease means the second before recited lease of even date.

- (K) "Soda Goods" means all or any of the following :-
 - (i) "Raw soda" that is to say carbonate of soda and/or carbonate of soda mixed with any other salts as obtained from the Magadi Soda Deposit before calcination.
 - (ii) "Soda" that is to say soda ash, carbonate of soda and/or other salts of soda as obtained from raw soda as above mentioned.
 - (iii) "Soda products" that is to say soda crystals, caustic soda, bicarbonate of soda and/or any other commodities or preparations which are recognised as soda products in the chemical industry.
 - (iv) "Manufactured soda" that is to say manufactured articles or merchandise of which soda or soda products as above mentioned respectively form the essential or main constituents.

(L) "Month" means calendar month.

2. The Crown Agents for and on behalf of the Government hereby grant and demise to the Lessees All that Railway constructed by the Lessees or their predecessors in title wholly in the Colony commencing by a junction with the Uganda Railway known as Magadi Junction and thence passing to a terminus near Lake Magadi together with all lands which have been provided by the Government for the purpose of the construction and working of the Railway and are now in the possession of the Lessees or of the Uganda Railway Administration.

Demise of Railway to Lessees

Together with full and free right and liberty for the Lessees to construct maintain renew repair and use any telegraph or telephone line or lines for the purposes of the Lessees' own business in connection with the Railway and the working of the Magadi Soda Deposit or either of them in along or over the demised premises or any part or parts thereof. Provided always that the right and liberty aforesaid shall not be exercised so as to interfere with the working of the Railway by the Uganda Railway Administration under the provisions in that behalf hereinafter contained.

Liberty to Lessees to construct telegraph and telephone lines

Excepting nevertheless out of the demise hereby made and reserving unto the Crown Agents for and on behalf of the Government as follows :-

Exception

- (i) All mines minerals and mineral substances including precious stones and all coins treasure relics antiquities and other similar things lying in on or under the demised premises other than carbonate of soda with full and free right and liberty for the

All other minerals precious stones etc.

Crown Agents and the Government and their Lessees and persons authorised by them to search for sink to work get raise carry away and dispose of the same and for such purposes to sink drive erect make and use all such pits shafts drifts roads tunnels airways watercourses railways tramways and other roads through across or under the demised premises as shall be necessary or convenient Provided always that the right and liberty aforesaid shall be exercised in such a manner as not to interfere with the working of the Railway or to cause any subsidence of the Railway or of any building or work connected therewith and provided also that the person or persons exercising such right and liberty shall make good or pay reasonable compensation for all damage thereby occasioned to the demised premises.

Liberty to construct telegraph and telephone lines

(ii) Full and free right and liberty for the Government to construct maintain renew repair and use any telegraph or telephone line or lines for the use of the Government in along or over the demised premises or any part or parts thereof and full and free right and liberty for the Government and persons authorised by them to enter upon and occupy so much of the demised premises as may be necessary for the said purposes or any of them without making any compensation therefor but making good all damage done Provided always that the rights and liberties last aforesaid shall be exercised in such a manner as not to interfere with the efficient working of the Railway.

In case of urgency to take possession

(iii) Full and free right and liberty for the Government in any case of ^{urgency} (as to the existence of which the Government shall be the sole judge) at any time or times without any consent of or notice to the Lessees to take temporary possession of the whole or any part of the Railway and the rolling-stock telegraphs telephones buildings and other things of every description belonging to the Lessees in connection with the Railway and to use the same for its own purposes paying nevertheless therefor reasonable compensation to the Lessees.

Carriage of military etc

(iv) Full and free right and liberty for the Government at any time or times to have any military marine or police force arms horses guns ammunition baggage or stores mails mail-bags or post office requisites or things conveyed over the Railway or to the Port in priority to any other traffic and in any case of urgency (as to the existence of which the Government shall be the sole judge) with all the resources of the Railway.

To hold unto the Lessees for the term of 99 years from the 1st day of November 1924 if the Magadi Lease shall so long continue to subsist and be effective at the yearly rent of five shillings payable yearly in advance without any deduction on the 1st day of November in every year the first of such payments for the first year of the said term having been made on the execution of these presents as the Crown Agents and the Government hereby acknowledge.

3. If the Magadi Lease shall be determined in any manner whatsoever then this Lease shall *ipso facto* determine also but without prejudice to any right of action or remedy of the Crown Agents or the Government in respect of any antecedent breach by the Lessees of any of the covenants or provisions herein contained.

Lease to determine if Magadi Lease determined

4. The Lessees for themselves their successors and assigns hereby covenant with the Crown Agents and also as a separate covenant with the Government as follows:—

Lessee's Covenants

(i) The Lessees will pay the rent hereinbefore reserved at the times and in the manner aforesaid.

To pay rent

(ii) The sole and exclusive control and management of the Railway shall be vested in the Uganda Railway Administration and the following provisions shall have effect:—

Sole management of the Railway to be vested in the Uganda Railway Administration

(a) The Uganda Railway Administration shall work the Railway as a branch of the Uganda Railway and as part of the general system of railways operated by the General Manager.

The Railway to be worked as part of the Uganda Railway

(b) The Lessees shall not claim or be entitled to receive from the Uganda Railway Administration any preference or priority whatsoever as to transport or the supply of locomotives or rolling-stock or the maintenance or equipment of the Railway or otherwise howsoever.

No preference to be given to Lessees

(c) The Uganda Railway Administration may at their own expense at any time or times make any alteration or addition to the Railway for the purpose of accommodating traffic other than traffic of the Lessees.

The Uganda Railway Administration may make alterations and additions to the Railway

(iii) The Lessees shall pay the charges for freight hereinafter specified at the times and in manner hereinafter provided and shall at all times duly pay all such other charges and all such moneys and do and perform all such acts and things as under the provisions hereinafter in this Lease contained are by them to be paid done or performed.

Lessees to pay freight and observe the provisions hereinafter contained

Yearly minimum consignments by rail.

(iv) (A) The Lessees will in each of the years ending on the 31st day of October 1927 1928 and 1929 despatch by railway not less than 50,000 tons of soda goods and in the year ending on the 31st day of October 1930 and every subsequent year ending on the 31st day of October during the term hereby granted the Lessees will despatch by railway soda goods as follows:—in each of the years ending on the 31st day of October 1930 and 1931 not less than 75,000 tons and in the year ending on the 31st day of October 1932 and every subsequent year ending on the 31st day of October not less than 100,000 tons.

(B) If and whenever the Lessees shall in any year have made default to an extent not exceeding 10 per cent. of the tonnage stipulated to be despatched by railway for that year then the Lessees may in the first three months of the next succeeding year make good such deficiency but the amount making good such deficiency shall not be taken as part of the tonnage stipulated for the latter year. No excess of tonnage in any preceding year shall be allowed towards making good a deficiency in any subsequent year.

(c) Provided always and it is hereby agreed that any breach of the covenant contained in Sub-clause (A) above not due to force majeure arising from any of the causes mentioned in Clause 29 hereof shall be waived if the Lessees shall on or before the 1st day of April next following the date on which such breach shall have occurred pay the amount which would have been payable for freight for the period in respect of which such breach shall have occurred if the Lessees had duly performed the covenant contained in Sub-clause (A) above.

To deliver up

(v) The Lessees will at the expiration or ~~termination~~ determination of the term hereby granted deliver up to the Government the demised premises with all buildings and fixtures thereon except such fixtures and things as the Lessees are by law entitled to remove in such state and condition in all respects as shall be consistent with the due performance and observance of the provisions herein contained and in proper order for the future working of the Railway.

See Clause 19

Not to assign without licence

(vi) (A) The Lessees shall not assign underlet or part with the possession of the demised premises ~~as any part thereof~~ (except to the Uganda Railway Administration in accordance with the provisions hereof) ~~or suffer any corporation or other body to occupy the demised premises or any part thereof as a licensee~~ without the previous consent in

Not assigned

writing of the Crown Agents but such consent shall not be unreasonably withheld.

(B) Provided always that the Crown Agents may withhold such consent if the proposed transaction does not form part of a larger transaction which includes as well the premises demised by the Magadi Lease or unless the Lessees shall before the assignment or underlease or any agreement for the same shall be executed deliver to the Crown Agents an indenture to be prepared by the solicitors for the time being of the Crown Agents at the cost of the Lessees containing a covenant by the intended assignee or underlessee with the Crown Agents and also separately with the Government to perform and observe during the term assigned or granted to him the covenants by the Lessees and conditions in these presents contained in the same manner as if such covenants and conditions were therein repeated with the substitution of the name of the intended assignee or underlessee for the name of the Lessee and with such other alterations as the circumstances shall render necessary and also containing a provision determining the term thereby assigned or granted on breach of any of the said covenants by the intended assignee or underlessee.

(c) Provided also that upon any assignment of the demised premises or any part thereof being made in accordance with these presents if such indenture as hereinbefore in this clause mentioned shall have been duly executed by the assignee and delivered to the Crown Agents then the Lessees making the assignment shall thereupon cease to be personally liable under any of the covenants or obligations of these presents so far as the same relate to the premises comprised in such assignment but without prejudice to any right of action or remedy of the Crown Agents or the Government in respect of any antecedent breach by the Lessees of any of such covenants or obligations.

(vii) If and whenever any excepted minerals (that is to say any mine mineral or mineral substance precious stone coin treasure relic antiquity or other similar thing excepted out of the demise hereby made) shall be found in or upon the demised premises the Lessees shall forthwith give notice thereof to the Government and take all reasonable steps for the safe preservation thereof.

To give notice of finding any excepted minerals

Not in old lease
S/G

(viii) (A) If and whenever any of the demised lands shall in the opinion of the General Manager be or become unnecessary for the purposes of the Railway the Lessees shall at any time thereafter upon the request in writing of the Government forthwith surrender the same to the Government.

Superfluous lands

As in old lease

Provided always that if the Lessees do not agree with the opinion of the General Manager

*As in old draft
Not as drafted except that
the words "opinion of the General Manager" are omitted*

(b) If any difference shall arise as to whether any land is or is not unnecessary for the purposes of the Railway such difference shall be referred to arbitration under the provisions in that behalf hereinafter contained.

To comply with Ordinances

(c) The Lessees shall comply with all obligations which may be imposed on them by any General Ordinance for the time being in force in the Colony.

Not to interfere with public or private rights

(d) In everything done hereunder the Lessees shall interfere with public and private conveniences and rights as little as possible and shall take all such precautions and provide and maintain all such temporary and permanent accommodation works as shall be reasonably required for the prevention of damage or injury to any property or person or for the due preservation or maintenance of any public right or property.

To indemnify Government against claims

(e) The Lessees shall be solely responsible for and shall indemnify and keep indemnified the Government against all accidents damages claims and losses which may occur or be incurred or claimed in or by reason of anything done upon the demised premises or any part thereof and if the Government shall make any payment in respect of such damages claims or losses then and in every such case the Lessees shall repay to the Government on demand the amount of the money so paid and of the costs incurred therein by the Government but this clause shall not extend to any accident damage claim or loss which may occur or be incurred or claimed in or by reason of the working of the Railway by the Uganda Railway Administration unless the same shall have arisen from some neglect or default of the Lessees.

Contractors to provide office

(f) The Lessees shall at all times provide a suitable office on the site of the Railway or the Uganda Railway where notices may be left for or addressed to the Lessees.

No arms or ammunition to be sold to natives

(g) The Lessees shall not at any time during the term hereby granted sell give barter or otherwise dispose of any arms or ammunition of any description to any native or permit or suffer any such sale gift barter or other disposition to be made by any employee or agent of the Lessees.

No spirituous liquor to be sold to natives or imported except for Europeans

(h) The Lessees shall not at any time during the term hereby granted sell give barter or otherwise dispose of any spirituous liquor to any native or permit or suffer any such sale gift barter or other disposition to be made by any employee or agent of the Lessees or import or authorise the importation of any spirituous liquor into the Colony except for the use of the European agents or employees of the Lessees and in accordance

with and subject to such rules as may from time to time be made by the Governor in that behalf.

(i)

If the Government shall at any time during the term hereby granted incur any expenditure in erecting or maintaining any sanitary works or regulations upon or in the neighbourhood of the Railway the Lessees shall so far as such expenditure is rendered necessary or increased by the operations of the Lessees or by the presence of the agents or workmen of the Lessees upon or in the neighbourhood of the Railway pay to the Government on demand a contribution towards the said expenditure such proportion as shall be just and equitable in the circumstances such proportion in case of difference to be settled by the Governor.

As to liability of Lessees to special sanitary measures

(j)

The Lessees shall at all times during the term hereby granted comply with all such requirements and make all such arrangements as may be made or directed by the Government to secure the suitable treatment of native labourers or workmen.

Native labour

(i) The Lessees shall (if and so far as the same shall not have been done before the date of these presents) forthwith complete and equip the Railway so as to be efficient to carry at least 160,000 tons of soda goods in any one year.

Lessees to complete the Railway to carry 160,000 tons per annum

(ii) The Lessees shall do the work aforesaid in accordance with any directions from time to time given by the General Manager and to his reasonable satisfaction in all respects.

It is unnecessary to do the railway even entirely completed

(iii) All the costs of construction and equipment of the Railway as aforesaid and of all labour and materials for the same shall be borne and paid by the Lessees.

We will now instruct that the Railway has been completed

(iv) The Lessees shall not be bound to incur a cost exceeding the sum of £15,000 in respect of the work aforesaid after the date of these presents.

(i) The Uganda Railway Administration shall at their own expense maintain the Railway so completed and equipped as aforesaid and keep the same in working order.

Maintenance

(ii) Nothing in this Lease contained shall impose or be deemed or construed to impose any liability upon the Crown Agents the Government or the Uganda Railway Administration to fit, equip or maintain the Railway so as to be capable of carrying more than 160,000 tons of soda goods in any one year.

(k) The Lessees shall at their own cost do all and any extraordinary repairs and renewals to the Railway properly attributable to capital expenditure and any difference as to whether any repairs or renewals

Extraordinary repairs

are extraordinary repairs properly attributable to capital expenditure shall be referred to arbitration under the provisions in that behalf hereinafter contained.

Rolling stock

7. (i) The Uganda Railway Administration shall provide and maintain all locomotives and rolling-stock necessary for the efficient working of the Railway.

(ii) The Uganda Railway Administration shall not be bound to provide tank cars or any special wagons or conveniences for the carriage of liquid fuel and the Lessees shall at their own expense provide and maintain such tank cars special wagons and conveniences (if any) as the General Manager shall from time to time deem necessary or proper for the carriage of the Lessees' liquid fuel. Provided nevertheless that the Lessees shall not be entitled to any reduction of freight on liquid fuel by reason of the provision of any cars provided by the Lessees.

W. are taking instruction from the Colony whether this amendment can be accepted

Protection of Soda goods in transit

8. The Uganda Railway Administration shall carry all soda goods in trucks properly protected from the weather and from dirt.

Loading and unloading

9. The service of loading and unloading the Lessee's goods at the respective places of departure and destination shall in all cases be performed by and at the sole expense of the Lessees but the service (if any) of loading and unloading at any intermediate place shall in all cases be performed by and at the sole cost of the Uganda Railway Administration.

Rates of freight for Soda Goods carried to the Port/Station

10. The rates of freight for soda goods consigned by the Lessees direct from Lake Magadi or any other point on the Railway to the Port by the Railway to Magadi Junction and thence over the Uganda Railway shall be as follows:-

- (A) For the purposes of this Clause each year shall end on the 31st day of October.
- (B) In each year during the first period of five years and thereafter until the same shall be increased as hereinafter provided the rate shall according to the total weight of soda goods carried be as follows:-

TOTAL WEIGHT CARRIED.	RATE PER TON FOR EVERY TON CARRIED.
Not exceeding 50,000 tons	15s. 0d.
Exceeding 50,000 tons but not exceeding 150,000 tons	17s. 0d.
Exceeding 150,000 tons	16s. 8d.

Provided that whenever in any year the total weight of soda goods carried shall be greater than 50,000 tons or greater than 150,000 tons respectively the amount payable in respect of freight shall not be less than the amount which would be payable on 50,000 tons or 150,000 tons as the case may be.

- (c) (i) At the expiration of the first and every subsequent period of five years, the General Manager may increase the rate for the time being payable but so that the rate in force in each year during the second or third period of five years shall not exceed the following:-

TOTAL WEIGHT CARRIED.	RATE PER TON FOR EACH TON CARRIED.
Not exceeding 150,000 tons	20s. 0d.
Exceeding 150,000 tons	18s. 0d.

Provided that whenever in any year the total weight of soda goods carried shall be greater than 150,000 tons the amount payable in respect of freight shall not be less than the amount which would be payable on 150,000 tons.

- (ii) Every increase of rate as aforesaid shall be made by the General Manager who shall give to the Lessees not less than six months' notice in writing in that behalf to expire at the end of the then current period of five years.
- (iii) The General Manager shall not give notice of any such increase unless he shall consider the same reasonable having regard to the prevailing and probable cost of working the traffic and the selling price of the soda goods or any of them.
- (iv) The General Manager shall so soon as conveniently may be after service of any such notice deliver to the Lessees a statement of the cost of working the traffic of the soda goods during the period of the first six months of the last year of the then current period of five years.
- (v) The Lessees may within one month after receipt of any such statement of cost serve upon the General Manager notice referring the increase to arbitration in accordance with the provisions in that behalf hereinafter contained and in such case the validity of such increase shall be determined accordingly.
- (vi) In such arbitration regard shall be had to the prevailing and probable cost of working the traffic and to whether the prevailing and probable selling price of the soda goods permits

or any part thereof shall be and remain British in constitution and character registered in Great Britain or in a British Colony and having their principal place of business within His Majesty's dominions and the Chairman and at least four-fifths in number of the Directors of the Lessees or any such company or corporation as aforesaid shall at all times be and remain British subjects.

- (ii) In the event of any alteration being proposed in the Memorandum or Articles of Association or constitution of the Lessees or any such company or corporation as aforesaid notice thereof shall be given in writing to the Crown Agents who if in their opinion the said alteration shall be contrary to the cardinal principle that the Lessees and any such company or corporation as aforesaid shall be and remain a British company under British control may refuse their consent to such alteration.
- (iii) If and whenever any such alteration shall be made without the written consent of the Crown Agents or if the Chairman and at least four-fifths in number of the Directors thereof shall not be British subjects the Crown Agents may thereupon forthwith by notice served on the Lessees or such company or corporation as aforesaid as the case may be determine the demise hereby made without making any compensation, but without prejudice to any right of action or remedy of the Crown Agents or the Government in respect of any antecedent breach of any of the covenants by the Lessees or conditions herein contained.

See Clause 14

16. The Crown Agents hereby covenant with the Lessees as Lessee's Covenants follows:—

- (i) The Lessees paying the rent hereby reserved and observing and performing the covenants and conditions herein contained and on the Lessees' part to be observed and performed shall and may peaceably and quietly possess and enjoy the demised premises during the said term without any lawful interruption from or by the Crown Agents or the Government or any persons rightfully claiming from or under them. For quiet enjoyment
- (ii) That the Uganda Railway Administration and the General Manager will at all times observe the provisions of this Lease so far as the same relate to acts and things to be performed or done by the Uganda Railway Administration or the General Manager. Proviso to be done by the Uganda Railway Administration
17. Provided always that if and whenever the said rent hereby reserved or any freight charges hereby covenanted to be paid or any part thereof respectively shall be in arrear for the space of sixty days Proviso for re-entry

next after any of the days whereon the same ought to be paid as aforesaid (whether the same shall or shall not have been legally demanded) or if there shall be any breach or non-observance of any of the covenants on the part of the Lessees (whether negative or affirmative) herein contained or if the Lessees while the demised premises or any part thereof remain vested in them shall go into liquidation whether voluntary or compulsory (except with the consent in writing of the Government a voluntary liquidation for the purpose of re-construction only) or suffer a receiver of their undertaking or any part thereof to be appointed by any Court of competent jurisdiction or commit any act which would render the Lessees liable to be wound up on petition or in the case of assigns of the Lessees not being a corporation shall or any of them shall become bankrupt or make any assignment for the benefit of or enter into any arrangement for composition with their or his creditors then and in any of the said cases it shall be lawful for the Crown Agents or the Government although they may not have taken advantage of some previous default of the like nature at any time thereafter, ^{and upon the demised premises of any party thereof in the name of the whole to re-enter and the same to have again re-possess and enjoy as in their former estate.} And thereupon this Lease shall cease and determine but without prejudice to any right of action or remedy which may have accrued to the Crown Agents or the Government in respect of any antecedent breach by the Lessees of any of the covenants or provisions herein contained provided that this proviso for re-entry shall be subject to all such restrictions and conditions and such relief against forfeiture as shall for the time being be applicable under the laws of England to provisions for re-entry contained in leases of similar property in England.

17. At the expiration of the term of 99 years hereby granted (but not on the sooner determination of the said term) the Railway and all the asset and property whatsoever of the Lessees used for the purposes of or in connection with the Railway shall immediately on the expiration of the said term and free from all payment be said become the property of the Government.

18. If this Lease shall be determined ^{otherwise} than by effluxion of the said term of 99 years the Government shall have the right to purchase the Railway and all the assets and property whatsoever of the Lessees used for the purposes of or in connection with the Railway at the price hereinafter mentioned upon giving to the Lessees one month's notice in writing in that behalf such notice to be given within one month next after the determination of the Lease.

19. (i) The Government shall have the right at any time during the continuance of the term hereby granted to purchase the Railway

At end of the 99 years' term the Railway and all assets to belong to the Government

Option to the Government to purchase on sooner determination

Option to the Government to purchase at any time

Not drafted

As in lease of 1898

Not drafted

and all the assets and property whatsoever of the Lessees used for the purposes of or in connection with the Railway and all the interest of the Lessees under these presents at the price hereinafter mentioned upon giving to the Lessees one year's notice in writing in that behalf.

(ii) If the Government shall exercise this present right then from and after the completion of the purchase until the expiration or sooner determination of the Magadi Lease the Lessees shall be entitled to the following rights and privileges:

If option exercised, the Lessees to have certain rights

- (A) The right to use and work for the purpose of the Lessees' own business in connection with the working of the Magadi Soda Deposit such telegraph and telephone lines as the Lessees before the date of the notice exercising the said option may have constructed under the liberty in that behalf hereinbefore granted.
- (B) The right to have their goods conveyed in the manner and at the rates hereinbefore prescribed.

Telegraph and telephone lines

Carriage of goods

20. The price payable by the Government upon a purchase under the exercise of either of the aforesaid rights shall be ascertained by deducting the sums hereinafter mentioned from the aggregate of the two following sums namely:

- (a) The sum of £ being the agreed amount of the capital outlay made by the Lessees in the construction of the Railway prior to the date hereof.
- (b) All sums expended by the Lessees after the date hereof and prior to the date of the notice exercising the option upon extraordinary repairs and renewals properly attributable to capital expenditure.

The sums (if any) to be deducted from the aggregate of the two above-mentioned sums shall be ascertained as follows:—If and whenever in any year ending on the 31st day of October during the continuance of the term hereby granted the aggregate amount payable by the Lessees by way of freight charges hereunder and by way of royalties under the Magadi Lease shall fall short of a sum equal to the aggregate amount of a Railway rate of seventeen shillings and eightpence and five eighths of a penny per ton on the freight despatched by Railway ^{or transported by Railway} during that year and the amount payable by way of royalties under the Magadi Lease (provided that for the purpose of this Clause such royalties shall be deemed to be payable from the date of these presents) then and in any such case the amount of the deficiency together with compound interest thereon at the rate of 4 per cent. per annum calculated with half-yearly rests from the expiration of the year in which such deficiency occurs down to the date of completion of the purchase shall be deducted in ascertaining the price to be paid by the Government as aforesaid.

21. The options of purchase conferred by Clauses 17 and 18 (i) of these presents shall not extend to any land which may have been acquired by the Lessees under Clause 19 (ii) of these presents.

As in old lease

As in lease of 1898

As in para 4 (1) of Memorandum Not

Rights of purchase not to prejudice other rights

22. The rights of purchase hereinbefore conferred on the Government are without prejudice to all or any other the rights of the Crown Agents or the Government under or by virtue of these presents.

Notice of these provisions to be endorsed on debentures

23. Every debenture or other instrument creating or purporting to create any charge upon the Railway or any other asset or property of the Lessees subject to the rights of purchase aforesaid shall contain or have endorsed thereon notice of the said rights of purchase.

Property to be conveyed free from incumbrances

24. All and every the assets and property purchased by the Government as aforesaid shall be conveyed or delivered to the Government on completion of the purchase free from incumbrances.

General Manager may delegate

25. The General Manager may from time to time and at any time delegate to assistants all or any of his powers rights authorities or discretions whether vested in him hereunder or otherwise as he may think fit and the Lessees shall on written notice of such delegation recognise such assistants as lawfully exercising the powers rights authorities or discretions so delegated to them.

Members or officers of Government not to be personally liable

26. No member or officer of the Government or the Crown Agents shall be in anywise bound personally for the acts and obligations of the Government under these presents or answerable for any default or omission in the observance or performance of any of the acts matters or things which are hereby made obligatory on the Government or the Crown Agents.

Certificates of the Governor

27. A certificate signed by the Governor shall be conclusive evidence of any order requirement determination or appointment of the Government mentioned in such certificate.

Notices how to be given to Lessees

28. Every approval consent or notice to be given or served by or on behalf of the Government or the Crown Agents for the purposes of these presents shall be in writing under the hand of the Governor or of the Crown Agents or one of them or any person authorised on their behalf or of the General Manager and shall either be delivered to or left for the Lessees at the office hereinbefore covenanted to be provided and maintained by them or at their registered office for the time being in England or at their principal or last known place of business in the Colony.

Not to be prejudiced

29. Except in cases (if any) in which these presents expressly provide to the contrary no failure or omission by the Lessees in the observance or performance of any of the stipulations agreements or conditions herein contained and on the part of the Lessees to be observed or performed shall give rise to any claim or demand against the Lessees or in any manner operate to the prejudice of the Lessees

or be deemed a breach of any covenant or obligation on the part of the Lessees hereunder whether express or implied if it be shown to the reasonable satisfaction of the Governor that the default has arisen from any of the following causes namely: the act of God insurrection riots war strikes or combinations or lockouts of workmen not properly attributable to the improper acts or defaults of the Lessees or any other circumstances whether *ejusdem generis* with the foregoing circumstances or not which in the opinion of the Governor may be beyond the reasonable control of the Lessees. And if and so often as anything which the Lessees hereby agree to do within any specified time shall be delayed by any such cause such specified time shall be proportionately extended.

30. In case and so often as any dispute difference or question shall arise between the parties hereto or any Government Corporation Company or person claiming through or under them respectively or between any of such parties Governments Corporations Companies or persons concerning or relating to the subject matter of these presents or any part thereof or the construction meaning or 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 any party hereto or of any such Government Corporation Company or person as aforesaid hereunder or under any such award as aforesaid then (except in any case and as to any matter for which other provision is herein made) the subject of every such dispute difference or question shall in every case on the demand in writing of either party be referred to the arbitration and award of an umpire if the parties can agree to an umpire and in case they cannot so agree then of two arbitrators one to be appointed by each party to the reference, and an umpire to be appointed by the two arbitrators or if such two arbitrators fail for one month after their appointment to appoint an umpire by His Majesty's Secretary of State for the Colonies for the time being. The decision of such umpire or arbitrators as the case may be shall be final and without appeal and binding upon all parties. If either party to any dispute difference or question make default in appointing an arbitrator within three months after the other party has given him or them notice to appoint the same the party who has appointed an arbitrator may appoint that arbitrator to act as sole arbitrator in the reference and his award shall be final and binding upon all parties and all the provisions herein contained with reference to the proceedings of two arbitrators and an umpire shall *mutatis mutandis* be applicable to such sole arbitrator.

31. The arbitrators and umpire shall have full power to make if they or he think fit several awards instead of one award and every

Provision for arbitration

Arbitrators may make partial awards

such award though not on the whole matter shall be final so far as it extends and as if the matter awarded on were the whole matter referred.

May proceed
ex parte

32. The arbitrators and umpire shall have full power to proceed in the absence of both or either of the parties after giving to both parties such notice as the arbitrators or umpire may think sufficient of their or his intention to proceed.

May inspect books
and accounts and
examine on oath

33. The arbitrators and umpire shall have full power to inspect the books documents and accounts of both parties to the reference or either of them and to examine on oath or affirmation or on statutory declaration in lieu of oath the officers agents servants and witnesses of the parties respectively.

And provide for
costs

34. The costs of the reference and award shall be in the discretion of the arbitrators and umpire and such costs may be awarded as between solicitor and client.

Marginal notes

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

In witness whereof one of the Crown Agents has hereunto set his hand and seal and the Lessees have caused their common seal to be hereunto affixed the day and year first above written.

Signed Sealed and Delivered by
one of
the Crown Agents for the Colonies
in the presence of

The Common Seal of the Magadi
Soda Company Limited was here-
unto affixed in the presence of

} *Directors.*

Secretary.

such award though not on the whole matter shall be final so far as it extends and as if the matter awarded on were the whole matter referred.

May proceed
ex parte

32. The arbitrators and umpire shall have full power to proceed in the absence of both or either of the parties after giving to both parties such notice as the arbitrators or umpire may think sufficient of their or his intention to proceed.

May inspect books
and accounts and
examine on oath

33. The arbitrators and umpire shall have full power to inspect the books documents and accounts of both parties to the reference or either of them and to examine on oath or affirmation or on statutory declaration in lieu of oath the officers agents servants and witnesses of the parties respectively.

And provide for
costs

34. The costs of the reference and award shall be in the discretion of the arbitrators and umpire and such costs may be awarded as between solicitor and client.

Marginal notes

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

In witness whereof one of the Crown Agents has hereunto set his hand and seal and the Lessees have caused their common seal to be hereunto affixed the day and year first above written.

Signed Sealed and Delivered by
one of
the Crown Agents for the Colonies
in the presence of

The Common Seal of the Magadi
Soda Company Limited was here-
unto affixed in the presence of

} Directors.

Secretary.

KENYA COLONY AND PROTECTORATE.

Lease

OF

**LAKE MAGADI AND OTHER LANDS IN KENYA
COLONY AND PROTECTORATE FOR WORKING OF
SODA DEPOSITS.**

DATED**192****SUTTON, OMMANNEY & OLIVER,****3 & 4 Great Winchester Street,****London, E.C.2**

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KENYA COLONY AND PROTECTORATE.

This Indenture made the _____ day of _____ 192

Between The CROWN AGENTS FOR THE COLONIES (hereinafter referred to as "the Crown Agents") acting for and on behalf of the Government of Kenya Colony and Protectorate (hereinafter referred to as "the Government") of the one part and THE MAGADI SODA COMPANY LIMITED a Company incorporated pursuant to the laws of England under the Companies Acts 1908 to 1917 and having their registered office at ^{19, Coleridge Street} Bishopsgate in the City of London (hereinafter referred to as "the Lessees" which expression shall where the context so admits include their successors and assigns) of the other part.

And Whereas the Lessees are desirous of working certain deposits of carbonate of soda at Lake Magadi in Kenya Colony and Protectorate and have agreed to take and the Government have agreed to grant a Lease of the lands and premises hereinafter mentioned for the term and subject to the provisions and conditions hereinafter appearing:

Now this Indenture witnesseth as follows that is to say:

1. In these presents the following expressions or terms shall have Interpretation the following meanings respectively:

- (A) "The Colony" means Kenya Colony and Protectorate. "The Colony"
- (B) "The Government" means the Government for the time being of the Colony. "The Government"
- (C) "The Governor" means the Governor for the time being of the Colony or the person for the time being acting as such. "The Governor"
- (D) "The Magadi Soda Deposit" means the deposits of carbonate of soda included in the demise hereby made. "The Magadi Soda Deposit"
- (E) "Soda Goods" means all or any of the following:—"Soda Goods"
- (i) "Raw Soda" that is to say carbonate of soda ^{and} carbonate of soda or soda mixed with any other salts as obtained from the Magadi Soda Deposit before calcination.
- (ii) "Soda" that is to say soda ash carbonate of soda ^{and} other salts of soda as obtained from raw soda as above mentioned.
- (iii) "Soda Products" that is to say soda crystals caustic sod:

bicarbonate of soda ^{and} any other commodities or preparations which are recognised as soda products in the chemical industry.

- (iv) "Manufactured Soda" that is to say manufactured articles or merchandise of which soda or soda products as above mentioned respectively form the essential or main constituents.

"Month"

- (F) "Month" means calendar month. (X X below)

Demise

2. The Crown Agents for and on behalf of the Government in consideration of the rent and royalties hereinafter reserved and the covenants and conditions on the part of the Lessees to be observed and performed hereinafter contained hereby grant and demise unto the Lessees First all that rectangular piece of land forming part of the Colony and known as Lake Magadi together with all or any the deposits of carbonate of soda therein which piece of land is situate as near as can be ascertained between latitude $1^{\circ} 40'$ and $2^{\circ} 5'$ South and extends from longitude $36^{\circ} 10'$ East to longitude $36^{\circ} 20'$ East and is delineated on the map attached to these presents and thereon surrounded by a red line together with the land on the shores of such lake necessary for working the said deposit as shown on the said map which premises together include an area of approximately 306 square miles. And secondly all that triangular piece of land forming part of the Colony and situate near the Northeastly end of the Natron Lake which piece of land includes an area of approximately 18 square miles and lies as near as can be ascertained to the Southward of latitude $2^{\circ} 6'$ South and between longitude 36° and $36^{\circ} 5'$ East and is delineated on the said map and thereon also surrounded with a red line. Together with full free and uninterrupted right for the Lessees their officers servants and workmen to search for dig get win and carry away all the Magadi Soda Deposit. Together also with full and free liberty and right for the Lessees their servants and agents of access to the Guasi Nyiro and all reasonable facilities for obtaining and leading water therefrom or thereto for the purposes of their servants or agents and for the purposes of the Lessees' operations and for any other purposes of the demised premises.

And together further with liberty at all times during the said term to do all such things as the Lessees may deem necessary and convenient for the working of the Magadi Soda Deposit and to construct any works ships buildings stores appliances reservoirs water-races roads tramways railways canals and other means of transport in upon over and under the demised lands as they may deem necessary or convenient for effectually exploring winning working treating raising stocking dressing converting manufacturing transporting or otherwise disposing of the Magadi Soda Deposit.

- X X
- (A) The "Railway lease" means the first before recited lease given date herewith
- (H) The "Port lease" means the second before recited lease given date herewith
- (I) The "Magadi Pier and Depot Works" means the Pier Depot Works Concessions and sidings at or near Kilind included in and demised by the port lease

bicarbonate of soda and any other commodities or preparations which are recognised as soda products in the chemical industry.

(iv) "Manufactured Soda" that is to say manufactured articles or merchandise of which soda or soda products as above mentioned respectively form the essential or main constituents.

(v) "Month" means calendar month. (p. 8. below)

"Month"

Demise

2. The Crown Agents for and on behalf of the Government in consideration of the rent and royalties hereinafter reserved and the covenants and conditions on the part of the Lessees to be observed and performed hereinafter contained hereby grant and demise unto the Lessees First all that rectangular piece of land forming part of the Colony and known as Lake Magadi together with all or any the deposits of carbonate of soda therein which piece of land is situate as near as can be ascertained between latitude 1° 40' and 2° 5' South and extends from longitude 36° 10' East to longitude 36° 20' East and is delineated on the map attached to these presents and thereon surrounded by a red line Together with the land on the shores of such lake necessary for working the said deposit as shown on the said map which premises together include an area of approximately 306 square miles And secondly all that triangular piece of land forming part of the Colony and situate near the Northernly end of the Natron Lake which piece of land includes an area of approximately 18 square miles and lies as near as can be ascertained to the southward of latitude 2° 5' South and between longitudes 36° and 36° 5' East and is delineated on the said map and thereon also surrounded with a red line Together with full free and uninterrupted right for the Lessees their officers servants and workmen to search for dig get win and carry away all the Magadi Soda Deposit Together also with full and free liberty and right for the Lessees their servants and agents of access to the Guaso Nyiro and all reasonable facilities for obtaining and leading water therefrom or thereto for the purposes of their servants or agents and for the purposes of the Lessees' operations and for any other purposes of the demised premises.

And together further with liberty at all times during the said term to do all such things as the Lessees may deem necessary and convenient for the working of the Magadi Soda Deposit and to construct any works ships buildings stores appliances reservoirs water races roads tramways railways canals and other means of transport in upon over and under the demised lands as they may deem necessary or convenient for effectually exploring winning working treating raising stocking dressing converting manufacturing transporting or otherwise disposing of the Magadi Soda Deposit.

- (C) The "Railway Lease" means the first before recited lease given date hereunto
- (H) The "Port Lease" means the second before recited lease given date hereunto
- (E) The "Magadi Pier and Repor Works" means the Pier Repor Works Commencares and sidings at or near Kilindini included in and demised by the port lease

Excepting nevertheless out of the demise hereby made and reserving unto the Crown Agents for and on behalf of the Government as follows:—

(i) All mines minerals and mineral substances including precious stones and all points treasure relics antiquities and other similar things lying in on or under the demised lands other than the Magadi Soda Deposit and also other than minerals and mineral substances removed in properly working the Magadi Soda Deposit (all which premises other than as aforesaid are hereinafter included in the term "the excepted minerals") with full and free right and liberty for the Crown Agents and the Government and their lessees and persons authorised by them to search for and to work and to raise carry away and dispose of the excepted minerals and to construct any works or operations or in respect of which all such pits shafts drains roads tunnels airways and courses of railways tramways and other roads through across or under the demised lands and the workings of the Lessees as shall be necessary or convenient; and in the course of working to let down the surface of the demised lands and the Magadi Soda Deposit and the workings of the Lessees.

Set

(ii) So much of the Magadi Soda Deposit as the Crown Agents or the Government or their Lessees or any person authorised by them shall require to be left for the support of any building now or hereafter to be erected on the demised lands.

As in old lease Set as drafted

(iii) So much of the Magadi Soda Deposit as the Crown Agents or the Government or their Lessees or any person authorised by them shall remove or deem advisable to leave in boring for sinking to or working the excepted minerals.

Not in old lease

(iv) So much of the Magadi Soda Deposit as the Crown Agents or the Government or their Lessees or any person authorised by them shall require to be left as a support for any pit or shaft which may hereafter be sunk to the excepted minerals.

(v) So much of the Magadi Soda Deposit as the natives may remove for their own purposes in the exercise of any native right.

(vi) Such part or parts (not being land which is already occupied by any of the Lessees' works or operations or in respect of which the Lessees establish to the satisfaction of the Governor that the Lessees will need the same for the subsequent development or expansion of their works or operations) of the demised lands as the Government shall from time to time think proper to reserve or allocate for native encampments or any similar purpose.

As in old lease

Lease to determine
of the Railway
Lease or Port Lease
determined

4. If either the Railway Lease or the Port Lease shall be determined in any manner whatsoever then this Lease shall ipso facto determine but without prejudice to any right of action or remedy of the Crown Agent or the Government in respect of any actual breach by the Lessees of any of the covenants or provisions herein contained.

payable hereunder.

(b) After the 31st day of October 1929 the Lessees shall on the 1st day of the months of April and of October respectively in each year pay to the Government or as they shall direct in respect of every ton of raw soda soda or soda products and for every ton of soda estimated to be contained in manufactured soda the produce of the demised premises which shall be exported from or sold and delivered or used for commercial purposes within the Colony during the six months ending on the 31st day of October or the 30th day of April as the case may be preceding the day appointed for payment the royalties following that is to say—

- (A) In respect of every ton of raw soda the sum of two shillings per ton.
- (B) In respect of every ton of soda soda products or soda contained in manufactured soda the sum of three shillings per ton.

Lease to determine of the Railway Lease or Port Lease determined

4. Whether the Railway Lease or the Port Lease shall be determined in any manner whatsoever then this Lease shall ipso facto determine but without prejudice to any right of action or remedy of the Crown Agent or the Government in respect of any actual breach by the Lessees of any of the covenants or provisions herein contained

payable hereunder.

(ii) After the 31st day of October 1929 the Lessees shall on the 1st day of the months of April and of October respectively in each year pay to the Government or as they shall direct in respect of every ton of raw soda soda or soda products and for every ton of soda estimated to be contained in manufactured soda the produce of the demised premises which shall be exported from or sold and delivered or used for commercial purposes within the Colony during the six months ending on the 31st day of October or the 30th day of April as the case may be preceding the day appointed for payment the royalties following that is to say—

- (a) In respect of every ton of raw soda the sum of two shillings per ton.
- (b) In respect of every ton of soda soda products or soda contained in manufactured soda the sum of three shillings per ton.

(iii) The first payment of Royalties hereunder shall be in respect of the period from the 1st day of November 1929 to the 30th day of April 1930 and shall be made on the 1st day of October 1930.

(iv) Raw soda soda soda products and soda contained in manufactured soda on which royalty has been paid by the Lessees shall not be liable to further royalty or duty when exported from the Colony in their original or any manufactured state.

6. The Lessees for themselves their successors and assigns hereby ^{Lessee's Covenants} covenant with the Crown Agents and also as a separate covenant with the Government as follows:—

- (i) The Lessees will pay the rent and royalties herebefore reserved and made payable at the times and in the manner aforesaid. To pay rent and royalties
- (ii) For the purpose of ascertaining the amount of royalties payable hereunder the Lessees will keep proper books of account and the Lessees will keep such books from the commencement of the term hereby granted as if royalties were hereby made payable during the whole of the said term and permit the Government and any agent appointed for that purpose at all reasonable times to inspect the said books of account and to take copies thereof and extracts therefrom. To keep proper books and permit inspection
- (iii) On the 30th day of April and the 31st day of October in each year of the term hereby granted or within 28 days thereafter the Lessees will render to the Government an account showing the amount of raw soda soda soda products and manufactured soda respectively exported from sold and delivered or used for commercial purposes within the Colony during the six months ending on such 30th day of April or 31st day of October and every such account shall be certified by the auditor or auditors for the time being of the Lessees and an account so certified shall as to the figures appearing in such account be binding on the Lessees. To render accounts
- (iv) The Lessees will forthwith commence and thereafter during the continuance of the term hereby granted vigorously continue to work the Magadi Soda Deposits in a skilful and workmanlike manner to the full extent and to the best economic capacity and to get win and carry away the Magadi Soda Deposit in accordance with the provisions of these presents fairly and properly and according to the best and most approved method of working deposits of carbonate of soda until the expiration or sooner determination of these presents. To work

No further memorandum

(vii) Full and free right and liberty for the Government to construct maintain renew repair and use any telegraph or telephone line or lines for the use of the Government in along or over the demised lands or any part or parts thereof and full and free right and liberty for the Government and persons authorised by them to enter upon and occupy so much of the demised lands as may be necessary for the said purposes or any of them without making any compensation therefor but making good all damage done.

Provided always that the Crown Agents and the Government and their Lessees and persons authorised by them shall exercise the rights and liberties hereby reserved in such a manner as not to interrupt interfere with or affect ^(not unduly) ~~to an unreasonable extent~~ the working of the Magadi Soda Deposit or the exercise or enjoyment of the liberties hereby granted.

Station Soda (Case)

Term

To hold unto the Lessees for the term of 99 years from the 1st day of November 1924, yielding and paying the rent and royalties hereinafter reserved and subject to the provisions hereinafter contained.

Fixed rent

3. The Lessees shall during the said term pay the yearly rent of twenty shillings yearly in advance without any deduction on the 1st day of November in every year the first of such payments for the first year of the said term having been made on the execution of these presents as the Crown Agents and the Government hereby acknowledge.

Take in Riden

Royalties

34.
S.A. (i) Until the 31st day of October 1929 no Royalty shall be payable hereunder.

(ii) After the 31st day of October 1929 the Lessees shall on the 1st day of the months of April and of October respectively in each year pay to the Government or as they shall direct in respect of every ton of raw soda or soda products and for every ton of soda estimated to be contained in manufactured soda the produce of the demised premises which shall be exported from or sold and delivered or used for commercial purposes within the Colony during the six months ending on the 31st day of October or the 30th day of April as the case may be preceding the day appointed for payment the royalties following that is to say—

- (A) In respect of every ton of raw soda the sum of two shillings per ton.
- (B) In respect of every ton of soda products or soda contained in manufactured soda the sum of three shillings per ton.

(vii) Full and free right and liberty for the Government to construct maintain renew repair and use any telegraph or telephone line or lines for the use of the Government in along or over the demised lands or any part or parts thereof and full and free right and liberty for the Government and persons authorised by them to enter upon and occupy so much of the demised lands as may be necessary for the said purposes or any of them without making any compensation therefor but making good all damage done.

Provided always that the Crown Agents and the Government and their Lessees and persons authorised by them shall exercise the rights and liberties hereby reserved in such a manner as not to interrupt interfere with or affect ^{the production} ~~to an unreasonable extent~~ the working of the Magadi Soda Deposit or the exercise or enjoyment of the liberties hereby granted.

Sharon old base

To hold unto the Lessees for the term of 99 years from the 1st day of November 1924, yielding and paying the rent and royalties hereinafter reserved and subject to the provisions hereinafter contained.

Term

Fixed rent

3. The Lessees shall during the said term pay the yearly rent of twenty shillings yearly in advance without any deduction on the 1st day of November in every year the first of such payments for the first year of the said term having been made on the execution of these presents as the Crown Agents and the Government hereby acknowledge.

Take a Riden

Royalties

54 (i) Until the 31st day of October 1929 no Royalty shall be payable hereunder.

(ii) After the 31st day of October 1929 the Lessees shall on the 1st day of the months of April and of October respectively in each year pay to the Government or as they shall direct in respect of every ton of raw soda soda or soda products and for every ton of soda estimated to be contained in manufactured soda the produce of the demised premises which shall be exported from or sold and delivered or used for commercial purposes within the Colony during the six months ending on the 31st day of October or the 30th day of April as the case may be preceding the day appointed for payment the royalties following that is to say—

- (A) In respect of every ton of raw soda the sum of two shillings per ton.
- (B) In respect of every ton of soda soda products or soda contained in manufactured soda the sum of three shillings per ton.

(iii) The first payment of Royalties hereunder shall be in respect of the period from the 1st day of November 1929 to the 30th day of April 1930 and shall be made on the 1st day of October 1930.

(iv) Raw soda soda soda products and soda contained in manufactured soda, on which royalty has been paid by the Lessees shall not be liable to further royalty or duty when exported from the Colony in their original or any manufactured state.

6.5. The Lessees for themselves their successors and assigns hereby covenant with the Crown Agents and also as a separate covenant with the Government as follows:—

(i) The Lessees will pay the rent and royalties herebefore reserved and made payable at the times and in the manner aforesaid. To pay rent and royalties

(ii) For the purpose of ascertaining the amount of royalties payable hereunder the Lessees will keep proper books of account and the Lessees will keep such books from the commencement of the term hereby granted as if royalties were hereby made payable during the whole of the said term and permit the Government and any agent appointed for that purpose at all reasonable times to inspect the said books of account and to take copies thereof and extracts therefrom. To keep proper books and permit inspection

(iii) On the 30th day of April and the 31st day of October in each year of the term hereby granted or within 28 days thereafter the Lessees will render to the Government an account showing the amount of raw soda soda soda products and manufactured soda respectively exported from sold and delivered or used for commercial purposes within the Colony during the six months ending on such 30th day of April or 31st day of October and every such account shall be certified by the auditor or auditors for the time being of the Lessees and an account so certified shall as to the figures appearing in such account be binding on the Lessees. To audit accounts

(iv) The Lessees will forthwith commence and thereafter during the continuance of the term hereby granted vigorously continue to work the Magadi Soda Deposits in a skilful and workmanlike manner to the full extent and to the best economic capacity and to get win and carry away the Magadi Soda Deposit in accordance with the provisions of these presents fairly and properly and according to the best and most approved method of working deposits of carbonate of soda until the expiration or sooner determination of these presents. To work

No further amendments

Yearly minimum
workings

(v) (A) Without prejudice to or in any way limiting the covenant by the Lessees lastly hereinbefore contained the Lessees will in each of the years ending on the 31st day of October 1927, 1928 and 1929 get and despatch by Railway not less than 50,000 tons of soda goods and in the year ending on the 31st day of October 1930 and every subsequent year ending on the 31st day of October during the term hereby granted the Lessees will get and despatch by railway soda goods as follows: in each of the years ending on the 31st day of October 1930 and 1931 not less than 75,000 tons and in the year ending on the 31st day of October 1932 and every subsequent year ending on the 31st day of October not less than 100,000 tons.

(B) If and whenever the Lessees shall in any year have made default to an extent not exceeding 10 per cent. of the tonnage stipulated for that year then the Lessees may in the first three months of the next succeeding year make good such deficiency but the amount making good such deficiency shall not also be taken as part of the tonnage stipulated for the latter year. No excess of tonnage in any preceding year shall be allowed towards making good a deficiency in any subsequent year.

(C) Provided always and it is hereby agreed that any breach of the covenant contained in sub-clause (A) above not due to force majeure arising from any of the causes mentioned in Clause 14 hereof shall be waived if the Lessees shall on or before the 1st day of April next following the date on which such breach shall have occurred pay the amount which would have been payable for royalty and freight for the period in respect of which such breach shall have occurred; if the Lessees had duly performed the said covenant contained in sub-clause (A) above. For determining such amount the rate of royalty shall be two shillings per ton and the rate of freight shall be that laid down in a lease of the Railway to Lake Magadi of even date with these presents and made between the same parties.

To pay for soda
lost or wasted

(vi) The Lessees will in case of any waste or unnecessary loss of raw soda by or through any mismanagement or default of the Lessees pay for the raw soda so wasted or lost as if the same had been actually got and exported.

To leave soda
unworked for
support

(vii) The Lessees will leave such quantities of the Magadi Soda Deposit unworked and in such positions for the support of any building now or hereafter to be erected on the demised lands or of any pit or shaft hereafter to be sunk to the excepted minerals as the Crown Agents or the Government or their

Yearly minimum workings

- (v) (A) Without prejudice to or in any way limiting the covenant by the Lessees lastly hereinbefore contained the Lessees will in each of the years ending on the 31st day of October 1927, 1928 and 1929 get and despatch by Railway not less than 50,000 tons of soda goods and in the year ending on the 31st day of October 1930 and every subsequent year ending on the 31st day of October during the term hereby granted the Lessees will get and despatch by railway soda goods as follows : in each of the years ending on the 31st day of October 1930 and 1931 not less than 75,000 tons and in the year ending on the 31st day of October 1932 and every subsequent year ending on the 31st day of October not less than 100,000 tons.
- (B) If and whenever the Lessees shall in any year have made default to an extent not exceeding 10 per cent. of the tonnage stipulated for that year then the Lessees may in the first three months of the next succeeding year make good such deficiency but the amount making good such deficiency shall not also be taken as part of the tonnage stipulated for the latter year. No excess of tonnage in any preceding year shall be allowed towards making good a deficiency in any subsequent year.
- (C) Provided always and it is hereby agreed that any breach of the covenant contained in sub-clause (A) above not due to *force majeure* arising from any of the causes mentioned in Clause 14 hereof shall be waived if the Lessees shall on or before the 1st day of April next following the date on which such breach shall have occurred pay the amount which would have been payable for royalty and freight for the period in respect of which such breach shall have occurred, if the Lessees had duly performed the said covenant contained in sub-clause (A) above. For determining such amount the rate of royalty shall be two shillings per ton and the rate of freight shall be that laid down in a lease of the Railway to Lake Magadi of even date with these presents and made between the same parties.
- (vi) The Lessees will in case of any waste or unnecessary loss of raw soda by or through any mismanagement or default of the Lessees pay for the raw soda so wasted or lost as if the same had been actually got and exported.
- (vii) The Lessees will leave such quantities of the Magadi Soda Deposit unworked and in such positions for the support of any building now or hereafter to be erected on the demised lands or of any pit or shaft hereafter to be sunk to the excepted minerals as the Crown Agents or the Government or their

To pay for soda lost or wasted

Not in old lease

To leave soda unworked for support

Lessees or any person authorised by them may reasonably and properly require.

- (viii) The Lessees will not cause or permit any unnecessary or reasonably avoidable obstruction or interruption to the development by the Crown Agents or the Government or their Lessees or any person authorised by them of the excepted minerals or to the transport, conveyance or conversion of the produce thereof or to the exercise or enjoyment of any right or liberty excepted out of the demise hereby made or hereby reserved. *Not to obstruct working of excepted minerals*
Set
Not in old lease
- (ix) The Lessees will keep all roads tunnels watercourses tramways railways engines fixed machinery and other works and conveniences belonging to or used in connection with the Magadi Soda Deposit in good and substantial repair and condition and working order so far as reasonably practicable and necessary for the proper working of the Magadi Soda Deposit except only such of the same as shall have been abandoned by reason that they have become unnecessary for the further or proper working of the Magadi Soda Deposit. *To keep works in repair*
Set
do
- (x) The Lessees will permit the Crown Agents and the Government and any person or persons authorised by them or either of them in this behalf at all reasonable times to enter upon inspect and examine the demised lands and the Magadi Soda Deposit and every part thereof respectively to ascertain the condition thereof and manner of working and managing the same or for any other reasonable purpose. And will cause all such persons to have all such assistance as they may reasonably request from the employees of the Lessees. *To permit entry and view*
Set
do
- (xi) The Lessees shall comply with all obligations which may be imposed on them by any general Ordinance for the time being in force in the Colony except only in so far as any such Ordinance shall impose or purport to impose upon the Lessees an export duty on raw soda soda soda products or manufactured soda. *To comply with Ordinance*
- (xii) In the construction of any works which may interfere with the traffic in any road street path or footway or with any rights of water or other rights or properties the Lessees shall not interfere with public and private conveniences and rights more than may be reasonably necessary and shall take all such precautions and provide and maintain all such temporary and permanent accommodation works as may be necessary or proper for the prevention of damage or injury to any property or person. *Not to interfere with public or private rights*

or for the due preservation or maintenance of any public or private right or property.

To indemnify
Government
against claims

(xii) ~~(xii)~~ The Lessees shall be solely responsible for and shall indemnify and keep indemnified the Government against all accidents and damages claims and losses which may occur or be incurred or claimed in or by reason of the construction of any works or the use of any plant engines or other appliances in connection therewith ^{by reason of the default of the Lessees or their agents} and if the Government shall make any payment in respect of such damages claims or losses then and in every such case the Lessees shall repay to the Government on demand the amount of the money so paid and of the costs incurred therein by the Government provided that this clause shall not extend to any accident damage claim or loss which may occur or be incurred or claimed in or by reason of the working of any railway by the administration or authority for the time being and from time to time working or managing the Uganda Railway unless the same shall have arisen from some neglect or default of the Lessees.

As per the Lease

Office to be
provided for
of notices

(xiii)

(xiii) The Lessees shall at all times during the term hereby granted provide and maintain a convenient office at some place on the demised premises at or to which any notices to be given to the Lessees under these presents may be left or addressed.

No arms or
ammunition to be
sold to natives

(xiv)

(xiv) The Lessees shall not at any time during the continuance of this Lease sell give barter or otherwise dispose of any arms or ammunition of any description to any native or permit or suffer any of their employees to make any such sale gift barter or other disposition.

Native rights

(xv)

(xv) The Lessees shall not in any way infringe or interfere with the rights of natives and particularly any native rights of hunting or fishing taking water timber or firewood or collecting or removing raw soda from the demised premises for their own purposes.

No spirituous
liquor to be sold
to natives nor
imported except
for Europeans

(xvi)

(xvi) The Lessees shall not at any time during the continuance of this Lease sell give or barter any spirituous liquor to any native or permit or suffer any such sale gift or barter to be made by any employee or agent of the Lessees or import or authorise the importation of any spirituous liquor into the Colony or any part thereof except for the use of the European agents or employees of the Lessees and in accordance with and subject to such rules as may from time to time be made by the Governor in that behalf.

or for the due preservation or maintenance of any public or private right or property.

To indemnify Government against claims

(xvi) The Lessees shall be solely responsible for and shall indemnify and keep indemnified the Government against all accidents damages claims and losses which may occur or be incurred or claimed in or by reason of the construction of any works or the use of any plant engines or other appliances in connection therewith and if the Government shall make any payment in respect of such damages claims or losses then and in every such case the Lessees shall repay to the Government on demand the amount of the money so paid and of the costs incurred therein by the Government provided that this clause shall not extend to any accident damage claim or loss which may occur or be incurred or claimed in or by reason of the working of any railway by the administration or authority for the time being and from time to time working or managing the Uganda Railway unless the same shall have arisen from some neglect or default of the Lessees.

As in old lease

Office to be provided for service of notices

(xvii) The Lessees shall at all times during the term hereby granted provide and maintain a convenient office at some place on the demised premises at or to which any notices to be given to the Lessees under these presents may be left or addressed.

No arms or ammunition to be sold to natives

(xviii) The Lessees shall not at any time during the continuance of this Lease sell give barter or otherwise dispose of any arms or ammunition of any description to any native or permit or suffer any of their employees to make any such sale gift barter or other disposition.

Native rights

(xix) The Lessees shall not in any way infringe or interfere with the rights of natives and particularly any native rights of hunting or fishing taking water timber or firewood or collecting or removing raw soda from the demised premises for their own purposes.

No spirituous liquor to be sold to natives nor imported except for Europeans

(xx) The Lessees shall not at any time during the continuance of this Lease sell give or barter any spirituous liquor to any native or permit or suffer any such sale gift or barter to be made by any employee or agent of the Lessees or import or authorise the importation of any spirituous liquor into the Colony or any part thereof except for the use of the European agents or employees of the Lessees and in accordance with and subject to such rules as may from time to time be made by the Governor in that behalf.

xvi

(xvi) If the Government shall incur any expenditure in erecting or maintaining any sanitary works or regulations upon or in the neighbourhood of the Lessees' works the Lessees shall so far as such expenditure is rendered necessary or increased by the operations of the Lessees or by the presence of the agents or workmen of the Lessees pay to the Government on demand as a contribution towards the said expenditure such proportion as shall be just and equitable in the circumstances such proportion in case of difference to be settled by the Governor.

As to liability for special sanitary measures

xvii

(xvii) The Lessees shall provide at or near the site of their works such huts or other accommodation for the use of the native labourers or workmen employed in the Lessees' works and also such hospitals medical officers and attendants medicines and medical stores for the like use as may be necessary.

Huts or other accommodation hospitals and medicines for use of natives to be provided

xviii

(xviii) The Lessees shall at all times during the term hereby granted comply with all such requirements and make all such arrangements as may be made or directed by the Government to secure the proper treatment of native labourers or workmen.

Native labour

(xix) The Lessees will at all times during the term hereby granted observe the following provisions:

As to use of huts and facilities for travellers

(A) They will allow all roads made by the Lessees upon the demised premises to be used for the public service except roads inside or around their works.

(B) They will permit travellers to encamp with their servants animals waggons and baggage for a period not exceeding 48 hours on any part of the demised premises which is uncultivated and which is not within one mile of any works or dwelling house and allow travellers and their servants and animals access to any river stream or lake upon the demised premises outside of the Lessees' works.

(xx) The Lessees will at the expiration or sooner determination of the term hereby granted deliver up to the Government the demised premises with all buildings and fixtures thereon except so far as the Magadi Soda Deposit shall have been worked out under these presents and except also such fixtures and things as the Lessees are by law entitled to remove in such state and condition in all respects as shall be consistent with the due performance and observance of the provisions herein contained and in proper order for the future working of the Magadi Soda Deposit.

To deliver up

Not to assign
without licence

(A) The Lessees shall not assign underlet or part with the possession of the demised premises or any part thereof or suffer any corporation (other than the Lessees) or any person to occupy the demised premises or any part thereof as a licensee without the previous consent in writing of the Crown Agents but such consent shall not be unreasonably withheld.

(B) Provided always that the Crown Agents may withhold such consent unless the Lessees shall before the assignment or underlease or any agreement for the same shall be executed deliver to the Crown Agents an indenture to be prepared by the solicitors for the time being of the Crown Agents at the cost of the Lessees containing a covenant by the intended assignee or underlessee with the Crown Agents and also separately with the Government to perform and observe during the term assigned or granted to him the covenants by the Lessees and conditions in these presents contained in the same manner as if such covenants and conditions were therein repeated with the substitution of the name of the intended assignee or underlessee for the name of the Lessees and with such other alterations as the circumstances shall render necessary and also containing a provision determining the term thereby assigned or granted on breach of any of the said covenants by the intended assignee or underlessee.

(C) Provided also that, upon any assignment of the demised premises or any part thereof being made in accordance with these presents if such indenture as hereinbefore in this clause mentioned shall have been duly executed by the assignee and delivered to the Crown Agents then the Lessees making the assignment shall thereupon cease to be personally liable under any of the covenants or obligations of these presents so far as the same relate to the premises comprised in such assignment but without prejudice to any right of action or remedy of the Crown Agents or the Government in respect of any antecedent breach by the Lessees of any of such covenants or obligations.

The Governor
may appoint the
Director of the
Lessees

(A) The Governor may from time to time appoint any person to be a Director of the Lessees and may at any time remove such person from being a Director and appoint another person in his place.

(B) The person so appointed shall be entitled to hold office as a Director until he resigns or dies or is removed from office by the Governor whichever event first happens.

or becomes Bankrupt compounds with his Creditors or takes the benefit of any act for that time being in force for the relief of insolvent Debtors or be found liable or become of unsound mind.

*The Articles of Association
makes the Lessees*

Not to assign without licence

(A) The Lessees shall not assign underlet or part with the possession of the demised premises or any part thereof or suffer any corporation (other than the Lessees) or any person to occupy the demised premises or any part thereof as a licensee without the previous consent in writing of the Crown Agents but such consent shall not be unreasonably withheld.

(B) Provided always that the Crown Agents may withhold such consent unless the Lessees shall before the assignment or underlease or any agreement for the same shall be executed deliver to the Crown Agents an indenture to be prepared by the solicitors for the time being of the Crown Agents at the cost of the Lessees containing a covenant by the intended assignee or underlessee with the Crown Agents and also separately with the Government to perform and observe during the term assigned or granted to him the covenants by the Lessees and conditions in these presents contained in the same manner as if such covenants and conditions were therein repeated with the substitution of the name of the intended assignee or underlessee for the name of the Lessees and with such other alterations as the circumstances shall render necessary and also containing a provision determining the term thereby assigned or granted on breach of any of the said covenants by the intended assignee or underlessee.

(C) Provided also that upon any assignment of the demised premises or any part thereof being made in accordance with these presents if such indenture as hereinbefore in this clause mentioned shall have been duly executed by the assignee and delivered to the Crown Agents then the Lessees making the assignment shall thereupon cease to be personally liable under any of the covenants or obligations of these presents so far as the same relate to the premises comprised in such assignment but without prejudice to any right of action or remedy of the Crown Agents or the Government in respect of any antecedent breach by the Lessees of any of such covenants or obligations.

The Governor may appoint the Director of the Lessee

(A) The Governor may from time to time appoint any person to be a Director of the Lessees and may at any time remove such person from being a Director and appoint another person in his place.

(B) The person so appointed shall be entitled to hold office as a Director until he resigns or dies or is removed from office by the Governor whichever event first happens.

or become bankrupt compounds with his creditors or takes the benefit of any act for that kind being in force for the relief of insolvent debtors or be found lunatic or become of unsound mind.

The Statute of Assurances under the Crown

- (c) Not more than one person shall at any one time be entitled to hold office as a Director by virtue of appointment hereunder.
- (d) Any such appointment shall be in writing under the hand of the Governor and served on the Lessees.
- (E) A Director appointed hereunder shall not require any qualification.
- (F) The Articles of Association of the Lessees shall provide accordingly and if necessary shall be altered in this behalf.

(A) If and whenever any excepted mineral (that is to say any mine mineral or mineral substance precious stone coin treasure relic antiquity or other similar thing excepted out of the demise hereby made) shall be found on or upon the demised lands the Lessees shall forthwith give notice thereof to the Government.

To give notice of finding any excepted mineral

Shut

(B) If any excepted mineral so found can be got without injury thereto in the ordinary course of working the Magadi Soda Deposit the Lessees shall get the same without injury thereto accordingly and hold the same for the Government and both in and after getting the same the Lessees shall take all reasonable steps for the safe preservation of the same.

Shut

Not in stone covered

(C) If any excepted mineral so found cannot be got without injury thereto in the ordinary course of working the Magadi Soda Deposit the Lessees shall forthwith upon any such discovery cease working so far as necessary for the preservation of the thing found and shall leave their workings at and adjacent to the thing found open for a period of one month for the inspection thereof by the Government and thereafter shall not continue working at or adjacent to the thing found except in accordance with any reasonable instructions given by the Government for the purpose of avoiding injury to the thing found.

Shut

6. Provided always and these presents are upon the express conditions following:

(i) The Lessees and any Company or Corporation becoming by assignment or otherwise entitled to the term hereby granted or any part thereof or to possession of the demised premises or any part thereof shall be and remain British in constitution and character registered in Great Britain or in a British Colony and having their principal place of business within His Majesty's dominions and the Chairman and at least four-fifths in number of the Directors of the Lessees or any such Company or

Lessees to be and remain British

Corporation as aforesaid shall at all times be and remain British subjects.

- (ii) In the event of any alteration being proposed in the Memorandum or Articles of Association or constitution of the Lessees or any such Company or Corporation as aforesaid notice thereof shall be given in writing to the Crown Agents who if in their opinion the said alteration shall be contrary to the cardinal principle that the Lessees and any such Company or Corporation as aforesaid shall be and remain a British Company under British control may refuse their consent to such alteration.
- (iii) If and whenever any such alteration shall be made without the written consent of the Crown Agents or if the Lessees or any such Company or Corporation as aforesaid shall at any time cease to be a British Company or if the Chairman and at least four-fifths in number of the Directors thereof shall not be British subjects the Crown Agents may thereupon forthwith by notice served on the Lessees or such Company or Corporation as aforesaid as the case may be determine the demise hereby made without making any compensation but without prejudice to any right of action or remedy of the Crown Agents or the Government in respect of any antecedent breach of any of the covenants by the Lessees or conditions herein contained.

Lessor's Covenants

For quiet enjoyment

Lessees to have first refusal of all land near railway

7. The Crown Agents hereby covenant with the Lessees as follows—
That the
- (i) The Lessees paying the rent and royalties hereby reserved and observing and performing the covenants and conditions herein contained and on the Lessees' part to be observed and performed shall and may peaceably and quietly possess and enjoy the demised premises during the said term without any lawful interruption hereof or by the Crown Agents or any persons rightfully claiming from or under them.
- (ii) No land within a quarter of a mile on either side of the railway from Magadi Junction to Lake Magadi shall be sold leased or otherwise disposed of by the Government to any person persons or corporation other than the Lessees without first giving to the Lessees the option of acquiring from the Government the whole of the land so proposed to be sold leased or otherwise disposed of on the same or similar terms and conditions as those on which the Government may be willing to sell lease or otherwise dispose of the same to any other person persons or corporation and such option shall be exercisable by the Lessees within one month from and after service upon the Lessees of notice in that behalf.

We prefer to have this provision in the lease of the Railway as above

The C. A. Co.

Very well.

Corporation as aforesaid shall at all times be and remain British subjects.

- (ii) In the event of any alteration being proposed in the Memorandum or Articles of Association or constitution of the Lessees or any such Company or Corporation as aforesaid notice thereof shall be given in writing to the Crown Agents who if in their opinion the said alteration shall be contrary to the cardinal principle that the Lessees and any such Company or Corporation as aforesaid shall be and remain a British Company under British control may refuse their consent to such alteration.
- (iii) If and whenever any such alteration shall be made without the written consent of the Crown Agents or if the Lessees or any such Company or Corporation as aforesaid shall at any time cease to be a British Company or if the Chairman and at least four-fifths in number of the Directors thereof shall not be British subjects the Crown Agents may thereupon forthwith by notice served on the Lessees or such Company or Corporation as aforesaid as the case may be determine the demise hereby made without making any compensation but without prejudice to any right of action or remedy of the Crown Agents or the Government in respect of any antecedent breach of any of the covenants by the Lessees or conditions herein contained.

Lessee's Covenants

For quiet enjoyment

Lessee to have first use of all land now railway

- 9/ The Crown Agents hereby covenant with the Lessees as follows -
- (i) That the Lessees paying the rent and royalties hereby reserved and observing and performing the covenants and conditions herein contained and on the Lessees' part to be observed and performed shall and may peaceably and quietly possess and enjoy the demised premises during the said term without any lawful interruption from or by the Crown Agents or any persons rightfully claiming from or under them.
 - (ii) No land within a quarter of a mile on either side of the railway from Magadi Junction to Lake Magadi shall be sold leased or otherwise disposed of by the Government to any person persons or corporation other than the Lessees without first giving to the Lessees the option of acquiring from the Government the whole of the land so proposed to be sold leased or otherwise disposed of on the same or similar terms and conditions as those on which the Government may be willing to sell lease or otherwise dispose of the same to any other person persons or corporation and such option shall be exercisable by the Lessees within one month from and after service upon the Lessees of notice in that behalf.

We prefer to have the provisions on the lease of the Railway as follows

Sho. the Les

Very well.

9/ Provided always that if and whenever the said rent and royalties hereby reserved or made payable or any part thereof respectively shall be in arrear for the space of forty days next after any of the days whereon the same ought to be paid as aforesaid (whether the same shall or shall not have been legally demanded) the Crown Agents or the Government may enter into and upon any of the demised premises or any adjoining or neighbouring lands or works for the time being held occupied or used by the Lessees together or in connection with the demised premises and may seize and distrain and sell as landlords may do under the laws of England for rent in arrear all or any of the Raw Soda then got and the Soda, Soda products and Manufactured Soda there found and the engines machinery plant animals implements and chattels belonging to the Lessees within under or upon the premises so entered upon and out of the moneys arising from the sale of any such distress may retain and pay all arrears of the said rent and royalties and also the costs and expenses incident to any such distress and sale rendering the surplus (if any) to the Lessees.

Not in old lease

Sho

10/ 9. Provided always that if and whenever the said rent and royalties hereby reserved or made payable or any part thereof respectively shall be in arrear for the space of Sixty days next after any of the days whereon the same ought to be paid as aforesaid (whether the same shall or shall not have been legally demanded) or if there shall be any breach or non-observance of any of the covenants on the part of the Lessees (whether negative or affirmative) herein contained or if the Lessees while the demised premises or any part thereof remain vested in them shall go into liquidation whether voluntary or compulsory (except with the consent in writing of the Government a voluntary liquidation for the purpose of reconstruction only) or suffer a receiver of their undertaking or any part thereof to be appointed by any Court of competent jurisdiction or commit any act which would render the Lessees liable to be wound up on petition or in the case of assigns of the Lessees not being a corporation shall or any of them shall become bankrupt or make any assignment for the benefit of or enter into any arrangement for composition with their or his creditors then and in any of the said cases it shall be lawful for the Crown Agents or the Government although they may not have taken advantage of some previous default of the like nature at any time hereafter to re-enter into and upon the demised premises or any part thereof in the name of the whole and to have again re-possess and enjoy the same as in their former estate. And thereupon this Lease and the liberties hereinbefore granted shall cease and determine but without prejudice to any right of action or remedy which may have accrued to the Crown Agents or the Government in respect of any antecedent breach by the Lessees of any of the covenants or provisions herein

Proviso to be made

contained provided that this proviso for re-entry shall be subject to all such restrictions and conditions and such relief against forfeiture as shall for the time being be applicable under the laws of England to provisoes for re-entry contained in leases of similar property or rights in England.

Members of
officers of the
Government not
to be personally
liable

10. No member or officer of the Government or the Crown Agents shall be in anywise bound personally for the acts and obligations of the Government under these presents or answerable for any default or omission in the observance performance or fulfilment of any of the acts matters or things which are hereby made obligatory on the Government or the Crown Agents.

Certificates of
the Governor

11. A certificate signed by the Governor shall be conclusive evidence of any order requirement determination or appointment of the Government mentioned in such certificate.

Notices how to
be given to Lessees

12. All notices to be given to the Lessees for the purposes of this Lease shall be in writing under the hand of the Governor or of the Crown Agents or one of them or of some person appointed by them or him and shall either be delivered to or left for the Lessees at the office heretofore covenanted to be provided and maintained by them on the demised premises or at their registered office for the time being in England or at their principal or last known place of business in the Colony.

Notices by the
Government and
Crown Agents

13. Every approval or notice to be given or served by or on behalf of the Government or the Crown Agents may be given by writing signed by the Governor or one of the Crown Agents.

Force majeure

14. Except in cases (if any) in which these presents expressly provide to the contrary no failure or omission by the Lessees in the observance or performance of any of the stipulations agreements or conditions herein contained and on the part of the Lessees to be observed or performed shall give rise to any claim or demand against the Lessees or in any manner operate to the prejudice of the Lessees or be deemed a breach of any covenant or obligation on the part of the Lessees hereunder whether express or implied if it be shown to the reasonable satisfaction of the Governor that the default has arisen from any of the following causes namely the act of God insurrection riots war strikes or combinations or lock-outs of workmen not properly attributable to the improper acts or defaults of the Lessees or any other circumstances whether *ejusdem generis* with the foregoing circumstances or not which in the opinion of the Governor may be beyond the reasonable control of the Lessees. And if and so often as anything which the Lessees hereby

contained provided that this proviso for re-entry shall be subject to all such restrictions and conditions and such relief against forfeiture as shall for the time being be applicable under the laws of England to provisos for re-entry contained in leases of similar property or rights in England.

Members or officers of the Government not to be personally liable

10. No member or officer of the Government or the Crown Agents shall be in anywise bound personally for the acts and obligations of the Government under these presents or answerable for any default or omission in the observance performance or fulfilment of any of the acts matters or things which are hereby made obligatory on the Government or the Crown Agents.

Certificates of the Governor

11. A certificate signed by the Governor shall be conclusive evidence of any order requirement determination or appointment of the Government mentioned in such certificate.

Notices how to be given to Lessees

12. All notices to be given to the Lessees for the purposes of this Lease shall be in writing under the hand of the Governor or of the Crown Agents or one of them or of some person appointed by them or him and shall either be delivered to or left for the Lessees at the office hereinbefore covenanted to be provided and maintained by them on the demised premises or at their registered office for the time being in England or at their principal or last known place of business in the Colony.

Notified by the Government and Crown Agents

13. Every approval or notice to be given or served by or on behalf of the Government or the Crown Agents may be given by writing signed by the Governor or one of the Crown Agents.

Force majeure

14. Except in cases (if any) in which these presents expressly provide to the contrary no failure or omission by the Lessees in the observance or performance of any of the stipulations agreements or conditions herein contained and on the part of the Lessees to be observed or performed shall give rise to any claim or demand against the Lessees or in any manner operate to the prejudice of the Lessees or be deemed a breach of any covenant or obligation on the part of the Lessees hereunder whether express or implied if it be shown to the reasonable satisfaction of the Governor that the default has arisen from any of the following causes namely the act of God insurrection riots war strikes or combinations or lock-outs of workmen not properly attributable to the improper acts or defaults of the Lessees or any other circumstances whether of the same genus with the foregoing circumstances or not which in the opinion of the Governor may be beyond the reasonable control of the Lessees. And if and so often as anything which the Lessees hereby

agree to do within any specified time shall be delayed by any such cause such specified time shall be proportionately extended.

Provision for Arbitration

16. In case and so often as any dispute difference or question shall arise between the said parties hereto or any Government Corporation Company or person claiming through or under them respectively or between any of such parties Governments Corporations Companies or persons concerning or relating to the demised premises or the Lessees' works or any part thereof respectively or the construction meaning or effect of these presents or of any award made in pursuance hereof or any clause or thing contained in this Lease or in any such award as aforesaid or the rights or liabilities of any party hereto or of any such Government Corporation Company or person as aforesaid under these presents or any such award as aforesaid then (except in any case and as to any matter for which other provision is hereinbefore made) the subject of every such dispute difference or question shall in every case on the demand in writing of either party be referred to the arbitration and award of an umpire if the parties can agree to an umpire and in case they cannot so agree then of two arbitrators one to be appointed by each party to the reference and an umpire to be appointed by the two arbitrators or if such two arbitrators fail for one month after their appointment to appoint an umpire by His Majesty's Secretary of State for the Colonies for the time being. The decision of such umpire or arbitrators as the case may be shall be final and without appeal and binding upon all parties. If either party to any such dispute difference or question make default in appointing an arbitrator within three months after the other party has given him or them notice to appoint the same the party who has appointed an arbitrator may appoint that arbitrator to act as sole arbitrator in the reference and his award shall be final and binding on all parties and all the provisions herein contained with reference to the proceedings of two arbitrators and an umpire shall *mutatis mutandis* be applicable to such sole arbitrator.

Arbitrators may make partial awards

17. The arbitrators and umpire shall have full power to make if they or he think fit several awards instead of one award and every such award though not on the whole matter shall be final so far as it extends and as if the matter awarded on were the whole matter referred.

May proceed as party

18. The arbitrators and umpire shall have full power to proceed in the absence of both or either of the parties after giving to both parties such notice as the arbitrators or umpire may think sufficient of their or his intention to proceed.

May inspect books
and accounts and
examine on oath.

18. The arbitrators and umpire shall have full power to inspect the books documents and accounts of both parties to the reference or either of them and to examine on oath or affirmation or on statutory declaration in lieu of oath the officers agents servants and witnesses of the parties respectively.

And provide for
costs.

19. The costs of the reference and the awards shall be in the discretion of the arbitrators and umpire and such costs may be awarded as between solicitor and client.

Marginal notes
not to affect
construction

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

In witness whereof one of the Crown Agents has hereunto set his hand and seal and the Lessees have caused their Common Seal to be hereunto affixed the day and year first above written.

Signed sealed and delivered by

one of the Crown Agents for the
Colonies in the presence of

The Common Seal of The
Magadi Soda Company Limited
was hereunto affixed in the
presence of

Directors.

Secretary.

May inspect books
and accounts and
examine on oath

19. 18. The arbitrators and umpire shall have full power to inspect the books documents and accounts of both parties to the reference or either of them and to examine on oath or affirmation or on statutory declaration in lieu of oath the officers agents servants and witnesses of the parties respectively.

And provide for
costs

20. 19. The costs of the reference and the awards shall be in the discretion of the arbitrators and umpire and such costs may be awarded as between solicitor and client.

Marginal notes
not to affect
construction

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

In witness whereof one of the Crown Agents has hereunto set his hand and seal and the Lessees have caused their Common Seal to be hereunto affixed the day and year first above written.

Signed sealed and delivered by

one of the Crown Agents for the
Colonies in the presence of

The Common Seal of The
Magadi Soda Company Limited
was hereunto affixed in the
presence of

Directors.

Secretary.