



EAST AFRICAN PROT.  
19714

C. O.  
19714  
30 May 14

for  
Belfield 4211  
1914  
4 May  
Last previous Paper.  
for 16858

to Africa Syndicate's concession

Feeds report of letter I applied to enquire into the questions of modification of lease of lands, & whether he will accept such amended agreement as proposed by syndicate of full effect is given to recommendations of letter that if possible there is an equitable disposition of lands of all classes to be made & the interests of Prot will be prejudicial by syndicate having favourable view of

Mr Thompson  
Mr Bond

Mr G. F. Fisher

This is a good example of the excellence of trying to work out a settlement from other end. <sup>all</sup> We know is that the Governor is prepared to agree to a new supplementary agreement on the lines of the Committee's recommendation, which are not categorically set out (it will be difficult to deal with claims) and are I think to some extent founded on a misapprehension of the substance of some of the clauses which we sent out.

Mr. G. F. Fisher  
to Mr. G. F. Fisher  
by airmail  
for Mr. G. F. Fisher  
for Mr. G. F. Fisher

Next subsequent Paper. No. 24942  
for Mr. G. F. Fisher

I accidentally, it would seem from No. 24942 that a further debate will arrive in a fortnight, and from one letter on that subject the Secretary

will not expect to hear from us till  
that despatch has been received. Any  
course of this paper must therefore  
be provisional till we know what  
is in the other.

Taking the Committee's report:-

Para: 6 (b). I do not see how 30 years  
can come in. Surely there is nothing  
in our proposals to affect the  
existence of the principal lease, ~~which~~  
that expires 15 years hence everything  
not bought reverts to the Crown?  
A reasonable time for the disposal  
of each block is necessary if the  
Syndicate are to be free to sell to  
advantage. If they fail to sell  
within the 2<sup>1/2</sup> years, our new clause  
6 comes into operation.

Para: 6 (b) Repeal of Gov. I think it that  
the provisions of § 16 of the printed Draft  
apply generally. If so, there is no  
difficulty.

Para: 6 (a) (d) & paras: 9 & 10. The Committee  
pursue for sale by the Government. This  
was one of the points which Col.  
Walker attached great importance.  
His point was that the Syndicate  
did not wish to happen to be in the  
position of being sold up. I don't  
know whether they will press this. It  
would certainly simplify such points  
as development conditions and terms

I understand,  
if the man  
is satisfied for the  
benefit of the  
Syndicate. The  
£1.50 is 3/2  
in any event.

CB

I agree

CB

H. J. R.

my marginal  
on foregoing  
the Syndicate  
probably fine  
H. J. R.

I agree

CB

~~But if the~~  
~~land is~~

But when  
called a few  
ago. H. J. R.  
understood him  
that he did not  
see who did  
selling, & long  
land was sold  
H. J. R.

of sale generally.

Para: 7. Reserve price. This also turns  
on the point of sale by Govt or Syndicate.  
If the Syndicate sell, there is no need  
of any other reserve than the 3/2  
provided in our new Clause 5 (c).  
If however the Govt sell, there must  
be a higher reserve to save the  
Syndicate interest. Col. Walker's  
objection to increasing the reserve in  
the agreement (i.e. the 5/2) was  
that if the amount were known  
a ring would be formed to keep  
the price down to the reserve.  
If the Government sell, we are  
to sale by Govt, we should sell  
them on the point?

Returning to

Para: 6 (d). The suggestion that the Syndicate  
purpose would be better met by  
delay seems to be based on a mis-  
standing of the position. The Syndicate,  
as so understood, can only obtain  
funds by selling & they will sell  
as much as they can get decent terms  
for. If they don't sell promptly  
enough, then as there said, our  
new clause 6 takes effect & they  
either have to pay cash down or  
submit to a sale by the Govt which

might bring in little beyond the 3/12 due to the Govt.

Further, if the clause 6 comes into operation, the Govt. have an equal right with the Syndicate to decide what lots shall be disposed of under it.

Para: 6 (e) Power to vary the size of sale in special cases.

From the point of view of development I do not see why when a man wants a particular area for a special purpose the Syndicate should be debarred from dealing with him merely because that area is not in the block under treatment at the time. If the provision were construed the Government might reasonably withhold approval?

This is what he might prefer to refer to as a medium

Para: 7 has already been referred to.

I do not if it is true to say that the 5/11 was ever finally agreed to, since the draft agreement was never completed and the red ink alterations made by the Syndicate date, as we understand, from the time when it was under their control.

Para: 8 The Committee seem to have misunderstood the new clause 6. It is intended to compel the

of course  
C6

syndicate to keep to the programme 83.

but to empower them to do anything.

And it says nothing about "land of equal area to that sold" - but land which, with that sold, will not exceed the area of the whole section concerned.

The reference in this para to paragraph 12 seems to mean that they have misinterpreted ~~that~~ <sup>the</sup> clause. That clause contemplates the Syndicate's right to buy up a block out of its time, subject to the usual condition as to what being sold. It is quite out of place under the scheme as contemplated by which the syndicate will vary <sup>for themselves</sup> as and at will under either

(a) they exercise the option of complete purchase under the original lease or

(b) the Government sells upon their order in clause 6 to buy the whole part of a half block.

Para: 9... are affected by the desire of the Govt. that they should conduct the sales.

Para: 13 Syndicate to relinquish the lease of such parts as we sold. This seems desirable if the Govt. is

See above  
H. J. R.

to conduct the sales. But must not  
the syndicate relinquish its role  
if the lots are offered for sale  
(in which case there would be a conflict  
when a lot failed to find a buyer),  
or would it be enough to explain in  
the conditions of sale that, if the land  
was sold, the lease would be assigned?

As regards the despatch, the Governor  
apparently agrees that the proposed  
grouping of land of various qualities  
ought to prevent the best being left  
with the worst land.

It is apparently accepted that the  
syndicate may be allowed to  
fix the purchase price of the land sold  
after it would not be obliged, under the  
present draft, to buy down the land in  
advance. Apart from that concession,  
I cannot see that our proposals  
save the syndicate as much favour  
as was contemplated in the printed  
draft, under which, as I have pointed

I think  
could be  
be done  
cb

out, they would have been able to 84  
acquire for themselves the bulk of  
half the entire area (other than  
Block A).

If however we are to accept our scheme  
so as to meet as far as possible the views  
of the Committee, it will I submit  
have to run somewhat on the lines  
suggested in the draft despatch which  
I attach.

G. C. S. 2/1/14

See my journal notes  
I agree generally & should  
be inclined to subject to any  
thing that the expected despatch  
may contain, to send a  
long telegram according to  
the substance of the above  
minute, pointing out that  
the Committee's objections appear  
to be without substance,  
& suggesting modification in  
b(c) to meet their views.

The Secretary  
to the Board

G. C. S. 2/1/14

Mr. Baring has just told me that there is  
no other despatch, & that this one actually came  
by the mail of the 18th (with him). The second  
let. was intended to say that the despatch had  
missed the mail of the 7th. The proposed above  
G. C. S. 2/1/14

I agree

6. 17/6/44

I have read a short letter to the  
Syndicate explaining that a deep has  
been cut but that it has been found  
necessary to smooth the top on certain points  
that we are doing this by tel. I will  
write to them fully when we have sent the  
reply tel.

X - J.R

15/10/44

Dft cover

alone  
HW

16.6.44

Mr Thompson  
has been

Mr G. Fuller

Dft despatched herewith. I have  
attempted to copy out [see panel  
alterations on right hand side of  
encl. 2] the necessary revised new  
clauses 5 & 6, but apart from defects of  
terminology I am not sure that my  
proposals are complete. S. 3.

- (1) They have no power to determine the  
new Agreement. I am not sure that  
they it is necessary. When one of the  
rules expire they should go on  
voluntarily or forced, till the end?

? Rather  
power  
termin  
It needn  
be used  
see now  
6 (1) (ii)  
alter

Map 6000

(2) As regards the last para of the original new lease 6, I am not sure how this should be attested - my idea inclined to be that the obligation in respect of my two-year period unaffected by action taken in case of default in the previous period but the time in question says "any".

(3) Parry & the reduction for 1862 from my 5(a) leaves a block at the end of the term in which there is no additional block to sell and, I fear, a remaining liability to sell.

Parry

Before any thing is done, we must clear up the point whether the purchase price is to be  $3\frac{1}{2}\%$  or  $3\frac{1}{4}\%$  per acre. The former is based on the assumption that the area is 50084 miles, but in the draft Prospectus of 1913 ( $\frac{10065}{13}$ ) the area is put at 313,000 acres, which is even very nearly the  $3\frac{1}{4}\%$  mentioned in that prospectus & is then later  $\frac{9972}{13}$ . So far the only evidence in favour of the smaller area I have found is in the White plan which I shall take from the 1911

the house  
away so  
when has  
felt compulsory  
to be in  
the old plan  
for period  
13  
erits  
contains C6

my  
addition  
to 5(a)  
C5

paper. It gives area of block E as  
 $68\frac{1}{2} \times 59$  m or 4037.51 ac. says that  
BCD E G are approximately equal - His  
value 262,400 ac. for the 6 blocks, & @ 262,386 ac  
assuming that block A is just 50,000  
acres we get 312,400 ac. for the whole  
but the assumptions & the assumptions  
are not without importance above.  
The difference of  $\frac{3}{4}$  % in area means  
a difference of about £400 in the  
amount likely to be received by the  
Govt. I will look further into  
~~the point.~~

WCS 25.6.14

See my marginal  
notes to Mr. Bottomley's  
minutes & additional  
pencil alterations to  
Dfl. clause C6

WCS  
1/11/14

C/61  
19714

EAST AFRICA PROTECTORATE

GOVERNMENT HOUSE,  
NAIROBI,  
BRITISH EAST AFRICA

No. 424



4th May 1911.

6286-20

Sir,

*Handwritten:* No. 424  
H 2123/10

I have the honour to acknowledge the receipt of your despatch No. 2 of the 2nd of January, on the subject of the proposed modification of the lease of land in the East Africa Protectorate held by the East Africa Syndicate.

2. I regret that I have been unable to reply thereto by telegram, but I considered that the questions involved were of such importance that it would be advisable to obtain the views of certain of my officers before forming an opinion. I therefore referred the matter to a small Committee consisting of the Attorney General, the Director of Agriculture and the Land Officer for consideration and report. Their report I now enclose, together with a typed copy of the old and new clauses side by side for easy reference.

Report

Copy of Clauses

3. After full discussion of the subject with the Chief Secretary and the Attorney-General,

I

THE RIGHT HONOURABLE

LEWIS HARCOURT, P.C., M.P.,

SECRETARY OF STATE FOR THE COLONIES,

DOWNING STREET, LONDON, S.W.

*Handwritten:* 6286-20



I agree that the alterations in the agreement proposed by the Syndicate, which are in some instances directed to ensuring profit to themselves while saddling the Government with an undesirable degree of responsibility, should be amended on the lines indicated in the Committee's report, and I shall be content to accept such an amended agreement if full effect is given therein to these recommendations.

4. I consider that the principal object to be attained is to ensure that no such discretion in the disposal of land is left to the Syndicate as will afford them the opportunity of disposing piecemeal of the best areas and leaving an unproductive and unsaleable residue on the hands of the Government.

5. Provided however that an equitable disposition of lands of all classes is assured, I am of opinion that the interests of the Protectorate will not be prejudiced by the exercise by the Syndicate of such power of disposition, as the advantages attendant on the alienation and development of this extensive area will more than counterbalance any possible difficulty which the Government may encounter in disposing of other Crown lands.

I have the honour to be,

Sir,

Your humble, obedient servant,

*A. Lindsay Bequith*

GOVERNOR.

INCLOSURE No. 6.0

In Dispatch No. 424 of 4-5-51

149714  
Recd  
Res. 30 MAY 14

83

Enclosure

MEMORANDUM FOR THE RECORD  
SUBJECT: [Illegible]

- (1) The alteration in the recitals to the draft agreement is practically in the nature of a correction which can be verified by reference to the original instrument.
- (2) The alteration in clause one of the draft agreement is not open to objection.
- (3) The alteration in clause 2 of the draft agreement is not open to objection if, as is stated, merely put in different phraseology the intention of the parties.
- (4) The alteration in clause 3 of the draft agreement similarly does not appear open to objection.
- (5) The alteration in clause 4 of the draft agreement is necessary.
- (6) With regard to the new draft clauses which in all should take the place of clauses 5, 6, 7, and 8 of the draft agreement the Committee express the following opinion on new clause 5:-

(a) Sub-clause (a):

The time limit of 2 years for the sale of each <sup>share</sup> block is in our opinion too long. As we read the clause it would be permissible for the syndicate to take 30 years to alienate the 6 blocks a period which would defeat the purpose of the supplementary agreement which, we think is to expedite development.

(b) Sub-clause (c):

It would be better in our opinion if the subdivisions of each block were to be approved by a single person and the Governor as originally provided by clause 5 of the draft agreement seems the most suitable for the purpose. The Land Officer's judgment might not agree with that of the General Manager's and there is no provision for further reference.

Subclause (e)

Rules in any lease shall be subject to the Crown Land Ordinance 1921. Section 3 which expressly prohibits any land being alienated from any leaseholder, clause 5 of the draft Ordinance. There would be no objection to the provision in clause 5 of the draft agreement for any sale by agreement to be by public auction to be suitable alterations.

Subclause (f)

It would seem a desirable that the Government should reserve the right to deal directly with the syndicate as provided in clause 5 of the draft agreement. Under the new clause 5 the sale of the blocks of the blocks is left in the hands of the syndicate whose purpose would presumably be better suited by sale.

Subclause (g)

This seems unnecessary. We are of the opinion that the blocks should be dealt with serially in order that the best areas of the syndicate's leasehold may not be picked out and sold leaving the less valuable land undisposed of.

(7) As the minimum price of 5/1 has been agreed there is no adequate reason for making the alteration suggested in clause 8 of the draft agreement.

(8) The committee are somewhat uncertain of the meaning of new clause 6. It appears to be restrictive of the intention under certain circumstances.

(a) of giving the committee the power to buy by instalments at the rate of 1/12 part of each year to that sale under the draft agreement, to themselves or others, and

(b) of giving the committee power to buy by instalments if no land is sold under the draft agreement.

There would appear to be no reason, if the object of the draft agreement is the development of the property, why clause 12 of such agreement should be departed from. Development will not presumably be carried out under the terms under which the land is to be purchased easier than it is under their lease.

(9) The committee are of the opinion that the provisions of a like nature to those in new clause 9 should be, as originally agreed, a constitutive part of the agreement and not a proviso in case of the vendor's default.

(10) There is no objection to the alterations proposed in clause 8 of the draft agreement and we agree with the first part of the note appended to clause 9. The agreement appears to contemplate a sale to the committee by the Government and a further sale by the committee to the ultimate purchaser. The conditions of the contract for sale must therefore be enforced by the committee, and clause 10 of the draft agreement is necessary.

1971/4

(11) There does not appear to be any objection to the alterations proposed in clause 11 of the Draft agreement.

(12) The alteration made in clause 12 seems to be without meaning unless the relation is carried over a purchase. <sup>It is suggested that</sup> the clause is in our opinion one that should not be agreed.

(13) For purposes of convenience we are of opinion that it would be better if on each sale the contractor should be deemed to have surrendered their leave in so far as it concerns the area sold and that the contract for sale be with the Government and the conveyance be made directly by the crown.

If our suggestion is adopted then the contractor could form a condition of the contract for sale. The Draft agreement said, however, that constitutional alterations.

Such an arrangement would obviate the necessity for clause 10 (vi) (para 10) in the Draft.

Savoie,

The 18th day of April 1944

Sd J. W. [unclear]  
Sd A. C. [unclear]  
Sd J. [unclear]

Printed Agreement.

Draft Clauses for Supplemental Agreement.

5. Upon completion of the said survey and division into six blocks as aforesaid the Syndicate shall be called upon to select and purchase one of the said six blocks at the price of 3s. 12d. per acre and to sub-divide it into areas (hereinafter referred to as sub-divided areas) of suitable size and approved by the Governor and the Government shall select alternately with the Syndicate (the Government to have the initial choice) one half of the sub-divided areas aforesaid and shall have power to sell on behalf of the Syndicate the areas so placed at the disposal of the Government at a minimum price of 3s. 12d. per acre. Provided always that until the sub-divided areas so placed at the disposal of the Government or any part thereof shall be sold or disposed of or agreed so to be by the Government the Syndicate shall retain the concurrent right to sell or dispose of the same.

Sale of blocks by Syndicate.

Syndicate to sell half a block every 2 1/2 years.

Blocks to be sold in rotation.

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

Prices &c., &c.

Government to give conveyances of lands sold.

5. The Syndicate may sell the fee simple of the land comprised in the said six blocks upon the terms and conditions and in the manner following, that is to say:-

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

(b) Subject to the provisions of Sub-Clause (i) of this clause and of Clause 6 hereof the Syndicate shall not be entitled to sell any part of any block so long as any part of any other block being more than half and less than the whole of such block remains unsold.

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

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

(e) Sales shall be either by public auction or private contract the prices to be fixed by the Syndicate but so that the price shall not in the case of any lot be at a rate less than 3s. 12d. per acre. Sales shall be of surface rights only and shall not include exclusive rights to the waters of any river or lake.

(f) The sales shall be carried out on behalf of the Government by the Syndicate or Agents to be appointed by them subject to such conditions of sale as may in the opinion of

the

the Governor be necessary to carry out the provisions of this agreement and the conveyances shall [subject to the provisions of Clause 9 hereof on the request of the Syndicate] be executed in the manner in which conveyances of Crown Lands in the Protectorate are executed.

Form of Conveyances, conditions, &c., &c.

(g) The conveyances shall be subject to and so far as circumstances will admit in the form prescribed by the law of the Protectorate for the time being regarding conveyances of Crown Lands [and subject also to any ordinances bye-laws or other legislation made in pursuance of clause 9 hereof] and the Governor may either in the conveyance or by means of a preliminary contract, conditions of sale or otherwise, impose on the purchaser or purchasers any [of the] conditions and obligations [outlined in the Schedule hereto] whether positive or negative as to the occupation and development of the lands sold as the Governor may think proper in order to secure that the lands so to be sold shall be properly used for purposes approved by the Governor and shall not be used for speculative purposes. And the Governor shall be at liberty from time to time to vary or modify such obligations and conditions [within the limits comprised in the said Schedule.]

*\* subject to the conditions of Crown Lands*

Division of purchase money between Government and Syndicate.

(h) The purchase money of each lot shall be divided as follows:- An amount equal to 3s. 1 1/2d. per acre of the lot shall belong to and be retained by the Government and the remainder shall belong and be paid to the Syndicate.

Syndicate may with consent of Governor vary rotation of sale.

(i) Notwithstanding anything hereinbefore contained the Syndicate may at any time with the consent of the Governor (such consent not to be

6. So soon as the Government <sup>or</sup> the Syndicate shall have disposed of not less than four-fifths of the one half of the sub-divided areas placed at the disposal of the Government and the Syndicate shall have received the purchase price of the sub-divided areas disposed of by the Government the Syndicate shall purchase at the like price of 3s.1d. per acre a second block out of the six blocks aforesaid and such second block shall as in the case of the first block be sub-divided into areas of suitable size and one half of the sub-divided areas shall be placed at the disposal of the Government for sale at the price of 5s.1d. per acre the Syndicate retaining as in the case of the first block the concurrent right with the Government to sell any of the last mentioned areas.

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

to be unreasonably withheld) <sup>the land</sup> sell any part not being less than 100 acres in extent of any block, and the Governor may, if in his absolute discretion he think fit, make the Company an allowance in respect of the area of the part so sold in reckoning the proportion of any other block sold <sup>by the Syndicate</sup> in pursuance of sub-clause (a) during the period of ~~two~~ <sup>two</sup> years during which the sale of such part takes place.

6. If the Syndicate shall during any of the ~~two~~ <sup>two</sup> yearly periods mentioned in Clause 5 (a) hereof fail to fulfil their obligations under Clause 5(a) then <sup>the Governor may</sup>

(i) The Governor <sup>may</sup> by notice in writing to the Syndicate terminate this agreement.

(ii) The Governor <sup>may</sup> by notice in writing call upon the Syndicate to purchase at the rate of 3s.1d. per acre a portion of the land comprised in the block (if any) selected and sub-divided for sale during such period which will with the portion (if any) of the said block already sold by the Syndicate under Clause 5(a) amount to not less than one half of such block and shall convey to the Syndicate in return for such payment as and when made lands of corresponding amount composed of areas to be selected alternately from the said block by the Governor and the Syndicate, the Governor having the initial choice. If no block has been selected and subdivided as aforesaid the Governor shall convey to the Syndicate in return for such payment as and when made unsold lands of corresponding amount forming part of any one of the said six blocks. If the Syndicate within three months from the date of the said notice fails to make the payment

*X The Govt may select from the 6 blocks areas in the block which are part of which the said obligations have not been fulfilled. Such portion of the land comprising the block as well with the portion (if any) of the said block already sold amount to not more than one half of such block and may call the portion. So selected at such price as he may think fit.*



Printed Agreement. continued.

Draft Clauses for Supplemental Agreement continued.

payment thereby required the Governor may either

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

(b) After giving the Syndicate notice in writing of his intention so to do sell at full price & in such manner as he sees fit a portion of the block (if any) selected and subdivided for sale during such period which will with the amount of the said block (if any) already sold by the Syndicate under Clause 5 amount to one half of the said block such portion to be chosen by the Government from any part of the said block remaining unsold, or, if no block shall have been selected ~~selected~~ and subdivided as aforesaid sell unsold lands forming part and amounting to one half of any one of the said 6 blocks. And the purchase money received in respect of any such sale shall belong as to an amount equal to 3s. 1 1/2d. per acre of the land sold to the Government and as to the remainder to the Syndicate.

at the discretion shall think fit

So soon as the Syndicate shall have made any payment required under Sub-clause (ii) or received the notice referred to in Sub-clause (ii)(b) they may proceed to select subdivide and sell another of the said 6 blocks in accordance with the provisions of Clause 5 hereof.

Handwritten notes: 'this go', 'with all', '9/10/11', 'either', 'omit'

7. In like manner on the disposal by the Government or the Syndicate of four-fifths or upwards of the one half of the sub-divided areas placed at the disposal of the Government contained in the second block the Syndicate shall purchase at the same price per acre a third block out of the said six blocks and the same shall be dealt with as hereinbefore provided in case of the first and second blocks. And on the disposal of four-fifths or upwards of the one half of the sub-divided areas of the third block placed at the disposal of the Government the Syndicate

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

(7) All costs charges and expenses in connection with the sale of all lands sold or conveyed under Clauses 5 or 6 hereof shall be borne by the Syndicate and the amount of such costs charges and expenses may be deducted from any monies payable to them and all lands sold or conveyed under the said Clauses shall be freed and discharged from all rights of the Syndicate under the Principal Indenture and this Indenture and the Syndicate shall from and after the date of such sale be freed from all liabilities under

Printed Agreement. continued.

Syndicate shall purchase a fourth block at the same price per acre as the first second and third blocks and the like course shall be pursued with the fifth and sixth blocks until all the said six blocks have been purchased and dealt with as hereinbefore provided in the case of the first and second blocks.

8. Upon sale <sup>by the Government</sup> on behalf of the Syndicate of any lands comprising or comprised in any sub-divided areas placed at the disposal of the Government in manner provided for by these presents the Government shall be at liberty to impose upon the Purchaser or Purchasers thereof <sup>any of the</sup> such obligations and conditions <sup>as may be</sup> whether positive or negative as to the occupation and development of the lands sold as the Government may think proper in order to secure that the land so to be sold shall be properly used for purposes approved by the Government and shall not be used for speculative purposes. And the Government shall be at liberty from time to time to vary or modify such obligations and conditions.

Saving as to option of purchase in Principal Indenture.

9. Such obligations and conditions shall be to the effect mentioned in the Schedule hereto with such modifications alterations or additions as the Governor shall from time to time direct.

Draft Clauses for Supplemental Agreement continued.

under the said indentures in respect of such land and the rent of £500 reserved by the Principal Indenture shall be reduced pro rata provided always that save for such reductions of rent as may be allowed by this Clause nothing herein contained shall prejudice or affect the obligation of the Syndicate during the term granted by the Principal Indenture to pay the rent thereby reserved in respect of the said block A and so much of the land contained in the said 6 blocks as shall not for the time being have been sold or conveyed under clauses 5 or 6 hereof and all other property if any comprised in the Principal Indenture unless and until the Syndicate shall in the meantime exercise the option of purchase conferred upon them by the Principal Indenture in respect of the property comprised therein.

(8) Nothing herein contained shall affect the option of purchase conferred upon the Syndicate by the Principal Indenture but the price for which such option may in accordance with the terms of that Indenture be exercised shall be reduced pro rata having regard to the amount of land sold or conveyed under Clauses 5 or 6 hereof.

*Stop here*

*Any violation of the obligations & conditions set out in the schedule shall be the responsibility of the Government & not of the purchaser.*

Printed Agreement. continued:

10. The Syndicate shall from time to time take such steps and proceedings as may in the opinion of the Governor be necessary in order to secure the enforcement of the said obligations and conditions.

*delete*

9. The Government shall be at liberty to enforce the performance and observance of any obligations or conditions imposed by the Government ~~on any such sale as aforesaid~~ either by means of Ordinances, Bye-laws or other legislative procedure or by proceedings in the courts of law or equity or may make any such sale provisional on the Purchaser complying with such obligations and conditions with or without conditions as to personal residence on the land to be sold for such period or periods as the Governor may from time to time determine in which case the Purchaser shall not be entitled to a ~~transfer~~ <sup>conveyance</sup> of the land and the Syndicate shall not require the purchase to be completed until the provisional stipulations have been complied with by the Purchaser. Provided that any such provisional sale shall not be deemed a disposition of the property comprised in it for the purposes of these presents, ~~unless and until the purchase price has been received.~~

*delete 9*

12. The Syndicate shall be at liberty to purchase outright at any time before the 12th day of July 1929 any one or more of the said six blocks remaining after reduction of any block or blocks which the Syndicate may have already acquired by purchase. The Syndicate's right to purchase being subject to the same or similar obligations with respect to the sub-division thereof into areas of suitable size and the placing of one-half of the sub-divided areas at the disposal of the Government as

Hereinbefore provided. *Provided nevertheless that such obligations and provisions shall not be deemed to apply if within one year from such acquisition the portion of the land comprised in the sub-divided areas has been made by the Government or its duly authorized representative in calendar months no such half are made by the Government.*

Printed Agreement. continued.

13. The rent of 2500 per annum reserved by the Principal Indenture shall be reduced pro rata as and when land is purchased by the Syndicate. Provided always that save for such reduction of rent as may be allowed by this Clause on purchase of land by the Syndicate nothing herein contained shall prejudice or affect the obligation of the Syndicate during the term thereby granted to pay the rent reserved by the Principal Indenture in respect of the said Block "A" and such of the said six blocks as for the time being shall not have been bought by the Syndicate and all other property if any comprised therein unless and until the Syndicate shall in the meantime exercise the option of purchase conferred upon them by the Principal Indenture in respect of the property comprised therein.

1014. The actual division and sub-division of the land subject to the Principal Indenture into the said six mainblocks and sub-divided areas respectively shall be carried out by the Land Officer of the Government and the Syndicates General Manager.

1115. The division and sub-division of the land subject to the Principal Indenture pursuant to these presents shall be carried into effect as to ensure to the satisfaction of the Land Officer reasonable access to the railway to holders of land beyond the 50,000 acres comprised in Block "A" or any part thereof and also to holders of land beyond any other block or blocks or land to be acquired by the Syndicate pursuant to these presents.

19714

Low  
19714/11  
EAP

19



19 June 1914

2287-20

DRAFT

The Secretary  
The E. A. Syndicate Ltd

With reference to the  
letter from the Secy of  
the 12th of May, I am  
directed by Sir Senghams  
Harcourt to inform you that  
he has now received the  
views of the Gov. of the  
E.A. on the subject of  
the proposed revision  
of the lease of the E.A.  
Syndicate land in the  
Protectorate. He has  
however found it  
neither easy to transmit  
the Gov. by telegraph  
so certain points, but  
he will cause a further

MINUTE.

- Mr. S. S. 17/6/14
- Mr. Read
- Sir G. Fiddes.
- Sir H. Just.
- Sir J. Anderson.
- Lord Emmott.
- Mr. Harcourt.

+10

Convince you both to  
be met to you as soon  
as possible - for the  
receipt of the Garis  
deposits in  
fully.

I am &c

1974

109

3

1974

6298-20

DRAFT.

(30)

MINUTE

Mr. Thompson 24.6.44

Mr. Reid 1 July

+ Sir G. Riddex 1/7

Sir H. Jua

+ Sir J. Anderson 1

+ Lord Emmott 2

+ Mr. Harcourt 27.7.44

fraser  
& further minutes

NO 1974

+ 62974

I have the honour to acknowledge the receipt of your despatch of the 15th inst. in relation to the proposed revision of the lease of land administered in East Africa administered by the Kenya Protectorates. I have conferred with you on this subject at some length in my telegram of the 16th inst. and I consider it desirable to address you on this matter in continuation and clarification of that telegram.

The views expressed by the Committee in its report accompanied your despatch

Compendio

... to some extent to have been passed  
... of the decision. For

Example,

~~... to be passed~~

... by the Syndicate the lead  
... in the case, the

... of the ... of the ...  
... the Syndicate  
... elementary

#44-23

... to acquire ... of half

... to sell ...

... to ...

... to ...

... to ...

... to ...

... term ...

... to ...

... to ...

... in the 10 years which  
blocks

... will ...

... 1,000,000

... to ...

... to ...

... to ...

... to ...

The period of 2 1/2 years  
contemplated being  
near the maximum  
period within which  
the sale of the first  
block of a half  
block must be  
completed. There  
is nothing to  
prevent the  
sales being  
completed more  
rapidly in  
any event.

3



1974

3

Gov. 1974/14/2/...

6778-20

DRAFT

(630)

James Street,  
3 July, 1974

MINUTE

- Mr. Parnell 25.6.74
- Mr. Reid 1 July
- Mr. G. Fiddes 1/7
- Mr. H. Just
- Mr. J. Anderson 1
- Lord Emmott 2
- Mr. Harcourt 27.7.74

*Further minutes*

27.7.74  
27.7.74

I have the honour to acknowledge the receipt of your letter of the 10th of July, in which you refer to the proposed revision of the lease of the ...

some length in a telegram of the 10th of June, and I consider it desirable to address you in this respect in confirmation and amplification of that telegram.

The views expressed by the Committee ... of whose report accompanied our despatch

... term ...

... term ...

... term ...

... term ...

... term ...

... term ...

... term ...

... term ...

... term ...

... term ...

The period of 2 1/2 yrs contemplated here is merely the maximum period within which the sale of the 1/2 acre of a half block must be completed. There is nothing to prevent the sale being completed more rapidly in any event.

3

the Land Officer and the General Manager

of the Syndicate, appear to have over-

looked clause 26 of the printed draft

*in form cl. 12 of the modified draft*

which, in effect, leaves the final de-

cision to the Governor.

In regard to paragraph 6 (e) of the

Report, the power in special cases to sell

a portion of the land which lies in a sub-

divided block other than that actually being

disposed of under the ordinary arrangement is

in my opinion of value to the Protectorate

from the point of view of development.

It is not desirable that when a buyer is

available who wishes to acquire an area

which is specially suited to his purposes he

should be debarred from doing so and that

the land should be <sup>left</sup> available <sup>by proposal of service of</sup>

to vary the order of sale were <sup>it is a power</sup>

Governor could reasonably withhold his <sup>(open to the objection contemplated in para 6 (e) of the report,</sup>

6. It is unfortunate that the Syndicate

has not been able to arrange for the matter

to be discussed locally by the Protectorate  
Government and representative of the

Cum gratia - representative of the Government

with a view to the settlement of the kind is

in accordance with the provisions of the

the Government's policy through the

of the Government. I trust, however, that the

provisions of the Government's telegram will be

acceptable to you. I am not, of course,

in a position to say that the Government will

accept them without some modification. You

will understand that the negotiations

break down in every case. It is the

Government's large area will be able to

improve the Government's position.

Government's position, the Government's

in using the Government's necessary to

to free the whole area.

The main respects in which the

provisions outlined in my telegram differ from

those

§ 5

as possible...  
 in which...  
 stock should be sold...  
 prices from 24 to 40 cents, and I have also  
 proposed that the price for default should  
 be...  
 consist from... and to sell lots  
 sufficient to give the... to

*half*...  
 sale...  
 of the...  
 the syndicate will agree to...  
 tions and, in fact, I should like to  
 allow...  
 tion to...  
 abrogated in...

(3) On this question of reserve price,

I do not attach...  
 committee's suggestion...

s.c.  
 5.1 an acre should be specified in the agreement. It is a matter which concerns the Syndicate, and not the Government, and as they appear to be anxious not to publish the amount of the reserve price, in order to avoid combinations against them, and, indeed, may reasonably desire to vary the reserve from time to time, I am inclined to leave it to be settled by agreement.

The provision of a penalty for failure to dispose of the land with due expedition will prevent them from wishing to fix a high reserve.

(4) I have already dealt with the question of the power to depart in special cases from the regular order of sale, and in my telegram I have suggested that it should be limited to the condition that land so offered for sale shall consist of reasonable proportions of good, medium and poor

land.

8

DRAFT

land.  
 such proposals involve, apart from verbal alterations and omissions, the insertion of two new clauses 5 and 6 in the printed draft agreement. I enclose a draft showing the form which these new clauses should take.

*unfavourable*

I have, etc.,

9. In the past correspondence on this subject, the area of the concession has been variously stated to be 320,000 or 313,000 acres, and the corresponding price has also been stated by the Govt. to have been taken as 3/11<sup>1/2</sup> and 3/4 6<sup>1/2</sup>.

9

Outline.

Printed Draft.

Recital, 1 clauses 1-4. As printed,  
with red ink alterations. But  
the Committee leave it to us to  
the definition of  
verify/Block A. We should  
have been the plan before  
accepting the definition.

Clauses 5-8 to be replaced by  
clauses corresponding to our own  
clauses 5-8, of which the prin-  
ciples would be

- (a). Division into lots as we proposed.
- (b). Selection by the Syndicate of  
the lots to be offered for sale  
by the Government, the Syndicate  
to relinquish its lease as regards  
lots sold.
- (c). A reserve price to be agreed upon,  
but no figure (article 7, 2) to  
be mentioned in the Agreement  
itself. The Syndicate to receive  
the reserve price after deduction  
of the 7 1/2% & the costs of sale as  
in our clause 7.
- (d). Sales to be subject to the usual  
conditions (development, water  
etc.) attaching to sales of Crown  
land.
- (e). Subject to (f), following, blocks  
to be dealt with in order, & if the

He says in the  
the  
the  
the

10

Half blocks

Half block is not used within  
2 years (instead of 2 1/2 years)  
the Govt. may proceed to select  
the balance of the half area  
from the block and offer it  
for sale (? without the  
reserve price).

(f). The power to nullify or alter  
proposed or law clause 5 (c) to  
remain, but the Government to  
be satisfied that the lots offered  
out of turn include a fair  
proportion of good medium and  
poor land.

(g). The law clauses 7 & 8 to stand.

Clauses 9, 10, 11 & Schedule to be omitted as  
being unnecessary if the Government  
sell.

Clause 12 - ? omit (one minute).

Clause 13 - is covered by new clause <sup>(7)</sup> 8.

Clauses 14 & end to stand as altered & red ink

W.C.S. 2/9/14



ROYDON HALL,  
TONBRIDGE.July 5<sup>th</sup> 14.

Dear Mr. Reed

I am very much obliged to you for your letter saying that you had had a further telegram & that I am sending on the Secretary of the L. A. Syndicate.

In addition to the points I mentioned in my last letter I am anxious to appoint the British Vest Office Inspector Manager & Agents for the property. as we do not consider that Mr. Hill has done well as a manager.

We have been in touch with Mr. Leggett for some time & he has been ready to take up Hill's position as soon as we have arranged the future of the property.

Yours sincerely  
Charles H. Villiers.

ROYDON HALL.  
TONBRIDGE.

ROYDON HALL  
TONBRIDGE

Handwritten notes and signatures in the top left corner, including the name "W. G. B." and various scribbles.

July 2<sup>nd</sup> 1844

Dear Mr. Russell.

I do not at all expect to follow your recommendation  
about the E. A. Syndicate matter - but it would be  
improbable that he should get some help from the  
Government of such a nature -

We are having many applications from shareholders  
in the position that they are causing dissatisfaction -  
Indeed work: the holiday season is approaching when  
all has been done from the risk of being being up with  
the authorities.

Could you tell the Government that the matter is  
much larger. I am sure the Syndicate will have  
the opinion of such a nature.

Your sincere  
Charles Williams

1974

S.A.P.

103

C.D.  
41

2c  
Lentib. Spr  
\$

Secuscula

3 July

underhand

DRAFT. Telegram  
Inverness  
Nairobi

my telegram of 18<sup>th</sup> June  
East Africa Syndicate  
remembrance  
reply urgently required

Harcourt

MINUTE.

- Mr. Read 3 July
- Mr. [unclear]
- Sir G. Fiddes.
- Sir H. Just.
- Sir J. Anderson.
- Lord Emmott.
- Mr. Harcourt.

Ans. 27/07/14

For  
1971/4/14

SAP

103



sent 5.50pm

18 June

DRAFT

Del.

For

Nairobi

MINUTE.

- Mr. ~~Portman~~ 17/6/74
- Mr. ~~Rad~~ 17-6-74
- Sir G. Fiddes.
- Sir H. Just.
- Sir J. Anderson.
- Lord Emmott.
- Mr. Harcourt.

In common

unclear  
 Your despatch of 14 May 1974  
 424 ~~East African~~ ~~Synodical~~  
~~pagamas~~  
 with reference to ~~one~~ ~~to~~ ~~see~~  
 A Committee report ~~submitted~~  
 of that year ~~document~~  
 submitted ~~and~~ ~~of~~ ~~original~~ ~~have~~  
 everything ~~should~~ ~~relate~~ ~~to~~  
 Crown Silvergray ~~analysis~~ ~~ambulatory~~  
~~pagamas~~ ~~Per~~ ~~in~~ ~~B~~ ~~for~~ ~~not~~  
 attention ~~unnecessary~~  
 see ~~above~~ ~~six~~ ~~teen~~ ~~I~~  
 original ~~have~~  
~~pagamas~~  
 Paragraphs ~~six~~ ~~C~~ ~~and~~ ~~D~~  
~~and~~ ~~one~~ ~~and~~ ~~thirteen~~  
 Synodical ~~original~~ ~~present~~  
 of wheat  
 in ~~note~~ ~~by~~ ~~the~~ ~~several~~ ~~of~~  
 bullock ~~subrent~~  
 at ~~the~~ ~~of~~ ~~the~~ ~~stay~~ ~~and~~  
 how ~~to~~ ~~agree~~ ~~the~~ ~~sale~~  
 to Government ~~and~~ ~~matter~~

20/6/74

<sup>supra</sup> <sup>orbita</sup>  
Call to put to them on  
This party

<sup>republic</sup>  
through republic Syndicate  
<sup>guard</sup>  
objection to reserve price

<sup>scale</sup>  
five shillings being because  
being reserved adherent  
to that if a reserve  
became known ring  
would be formed against

<sup>subrogate</sup> <sup>pelismaker</sup>  
then Consider that  
they may be settled the

<sup>amorphite</sup> <sup>ter</sup> <sup>interest</sup>  
point it is ter interest  
to sell (No grounds for)

<sup>gratandum</sup>  
negotiation is in the order of the company  
amount of the order is in the order of the company

<sup>admittis</sup> <sup>gradings</sup> <sup>to</sup> <sup>delay</sup>  
that may cause to delay  
enter the market sell to

<sup>par</sup> <sup>honey</sup>  
have honey  
Paragraph see E hope

<sup>admittis</sup>  
to call up agree to my  
original proposal of

<sup>piramante</sup> <sup>oulena</sup>  
power to my order of  
sole is abused by company

<sup>platus</sup>  
can withhold approval of

<sup>annulet</sup>  
condition is to good  
medium and poor land

DRAFT

~~of proposed new clause~~  
~~six was to be the~~ <sup>majority</sup> ~~Syndicate~~  
~~help to~~ <sup>participate</sup> ~~program of~~  
~~sales~~ <sup>with</sup> ~~Committee~~  
~~submit to give them~~  
~~any power to~~ <sup>words</sup> ~~words~~  
~~(Evolution begins)~~ <sup>quarrel</sup> ~~lead~~  
~~of equal area to that~~ <sup>another</sup>  
~~sold~~ <sup>(particular)</sup> ~~ends~~  
~~are free to~~ <sup>arrange</sup> ~~proceeding of~~  
~~clause of~~ <sup>in report</sup> ~~reference~~  
~~old clause to be~~ ~~status~~  
~~requiring~~ <sup>more</sup> ~~that~~ ~~inclusion of~~  
~~clause has been~~  
~~misunderstood~~ <sup>misunderstood</sup> ~~as it was~~  
~~last time proposed that~~ <sup>prognostic</sup>  
~~the Co. Syndicate should~~  
~~purchase any land~~  
~~for themselves~~ <sup>exclusively</sup> ~~unless~~  
~~one they~~ <sup>cannot</sup> ~~force compelled~~  
~~to do so in~~ <sup>any</sup> ~~case of default~~  
~~under new clause~~ ~~or~~  
~~or two they~~ ~~bought~~  
~~whole area outright~~ ~~was~~

original base <sup>abeyance</sup>

Paragraph Articles  
Personal and incidental  
to the subject of  
base or sale would  
be made in condition  
of sale

whole concerns  
subject to your concurrence

known to best to  
syndicate with view of  
an agreement  
has supplementary  
agreement based on  
printed draft as follows

Revised and cleaned  
one to four or limited  
with red ink attention  
Clause 5 and 6 to be  
deleted by new clauses  
providing for

one division into 6 to as in  
at required new clause for  
two selection by Syndicate  
of lots to be offered for  
sale by Govt. blocks  
to be dealt with in one  
up to one half area  
these remains to be  
agreed but not acted

I quit following  
page 6

has been  
covered by minutes  
but I continue to  
think we shall  
get no further  
if we do not put  
in something of the  
sort best

In view of the fact  
that we are not  
likely to get the 2<sup>nd</sup> thing

Half Block not sold  
within two years from  
my retirement of  
half area and offer  
for sale without reserve

Three years to receive  
proceeds of sale less  
cost of sale and cost  
of interest

at least Reserve fund to  
be used for the purpose  
of meeting any contingencies

five years to sell out  
of the proceeds of the sale  
of the land to be used  
for the purpose of meeting  
any contingencies

Clause 7 and 8 to be repealed  
by new clauses  
Clause 9 and 10 to be repealed  
by new clauses

Clause 11 to be repealed  
by new clauses  
Clause 12 to be repealed  
by new clauses

Clause 13 to be repealed  
by new clauses  
Clause 14 to be repealed  
by new clauses

Clause 15 to be repealed  
by new clauses

original lease <sup>alleging</sup>

Paragraph ~~initial~~  
prevalent agreement  
entire subject of  
lease or sale would  
be made in conditions

I sale <sup>whole</sup> <sup>concurrent</sup>  
subject to your concurrence

labor to best to  
supplement articles of  
lease <sup>supplementary</sup>  
agreement <sup>based on</sup>  
printed draft or <sup>provisions</sup>

printed and clauses  
one to four is limited  
with said collection

clauses 5 and 6 to be  
replaced by new clauses  
providing for

one division into <sup>annuities</sup> lots as in  
original lease clause five

two selection by <sup>Superior</sup>  
of lots to be offered for  
sale by Govt block

lots dealt with <sup>in order</sup>  
up to one half acre

then remainder to be  
agreed between said

I quit foreman  
60  
I agree  
60

There is here  
covered by minutes  
but I venture to  
think we shall  
get no further  
if we do not put  
in something of the  
sort best

In view of the fact  
I have a record in this  
can't be allowed  
think best to the 2<sup>nd</sup> year

If <sup>half</sup> block <sup>not</sup> sold  
within <sup>two</sup> years Govt  
may <sup>cancel</sup> balance of  
half acre and offer it  
for sale <sup>without</sup> reserve

Three <sup>years</sup> <sup>to</sup> receive  
proceeds of sale less  
cost of sale and Govt  
price of three lots

Govt Reserve price <sup>not</sup> to  
be <sup>used</sup> in <sup>any</sup> way  
for sale <sup>of</sup> <sup>land</sup> <sup>subject</sup> to  
any of Govt conditions

five <sup>years</sup> <sup>to</sup> sell <sup>out</sup>  
Govt <sup>land</sup> <sup>subject</sup> to  
said <sup>five</sup> <sup>years</sup>  
clause for <sup>1</sup> to  
be <sup>used</sup> as to <sup>quality</sup>

clauses 7 and 8 to be original  
in clause

clauses 9 10 11 <sup>and</sup> 13 <sup>to</sup> be  
omitted <sup>13</sup> <sup>is</sup> <sup>to</sup> be

by 7 and 8  
clauses 14 to be added to stand  
as <sup>well</sup> as <sup>the</sup> <sup>rest</sup> <sup>of</sup> <sup>the</sup> <sup>land</sup>

Telegraph you view  
as soon as possible