

1911

EAST AFR. PROT.

C O
9075

21 MAR 11

9075

in Reply

Date

1911

19 Feb.

at previous Paper.

L. Inagadi Scheme
Draft Contract & Lease.

Submits.

Mr. Purley
Mr. Fiddes

I enclose the original concession
[marked (A)] & the supplemental
agreement [marked (B)] modifying the
terms of that concession.

All the necessary amendments appear
to be included in the Contract & Lease
5/11, and submitted
by the C.A.

Express concurrence in the terms of
these 5/11?

H. J. R.
22/III

Aloua P. 24 21R 24/3

Request Paper

68

C O
9075

21 MAR 11
233



Sec.
E.A.P. 31

ALL COMMUNICATIONS
TO BE ADDRESSED TO THE
CROWN AGENTS FOR THE COLONIES,
THE ABOVE REFERENCES AND THE
SUBJECT OF THIS LETTER BEING QUOTED.

TELEGRAMS "CROWN, LONDON"
TELEPHONE 1622 VICTORIA

WHITEHALL GARDENS,
LONDON, S. W.

18th March 1911.

Sir,

Contract
Lease

With reference to your letter of the 8th of
March No. 6648/1911, I have the honour to transmit
prints of the Contract and Lease which it is proposed
to grant to the Magadi Soda Company Limited in accordance
with the Concession dated the 20th of September 1909 and
the Supplemental Agreement of the 26th of January 1911;
and to enquire whether the Secretary of State concurs
in the terms of the documents.

For convenience of reference the prints have
been marked in pencil where they differ from the Form
of Contract and Lease scheduled to the Concession.

I have the honour to be

Sir

Your Obedient Servant

R. S. Sutherland

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

EAST AFRICA PROTECTORATE.

Contract

FOR THE

CONSTRUCTION, MAINTENANCE AND WORKING OF A
RAILWAY TO LAKE MAGADI IN THE EAST AFRICA
PROTECTORATE AS A BRANCH OF THE UGANDA
RAILWAY.

Dated 1911.

SUTTON, OSMANNEY & RENDALL,
3 & 4, GREAT WINCHESTER STREET,
LONDON, E.C.

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EAST AFRICA PROTECTORATE.

This Indenture made the _____ day of _____ 1911

Between Sir REGINALD LAURENCE ANTROBUS K.C.M.G. C.B. MAURICE ALEXANDER CAMERON C.M.G. late a Major in His Majesty's Corps of Royal Engineers, and WILLIAM HEPWORTH MERCER ESQUIRE C.M.G. all of Whitehall Gardens in the City of Westminster the Crown Agents for the Colonies (hereinafter referred to as the "Crown Agents") acting for and on behalf of THE GOVERNMENT OF THE EAST AFRICA PROTECTORATE (hereinafter referred to as "the Government") of the one part and THE MAGADI SODA COMPANY LIMITED a Company incorporated pursuant to the law of England under the Companies (Consolidation) Act 1908 and having their registered office at Nos. 25 and 27 Bishopsgate in the City of London (hereinafter referred to as "the Contractors") of the other part.

Whereas by an Indenture dated the _____ 1911 and made between the Crown Agents of the one part and the Contractors of the other part (hereinafter referred to as "the said Lease") certain lands and premises together with certain rights were granted to the Contractors for the purpose of working certain mineral deposits at Lake Magadi in the East Africa Protectorate:

And whereas the Government are willing on the terms hereinafter mentioned to facilitate the enterprise of the Contractors:

Now this Indenture witnesseth that for the consideration hereinafter mentioned the Contractors so far as the stipulations and agreements hereinafter contained are to be performed and observed by them do hereby covenant and agree with the Crown Agents and the Crown Agents so far as the said stipulations and agreements are to be performed and observed by the Government and so as to bind the Government and the Uganda Railway Administration but not so as to impose any personal liability on the Crown Agents do hereby covenant and agree with the Contractors as follows that is to say:—

1. In this Contract the following expressions or terms shall have the following meanings respectively:—

(a) "The Protectorate" means the East Africa Protectorate.

(b) "The Government" means the Government for the time being of the Protectorate.

(c) "The Governor" means the Governor for the time being of the Protectorate or the person for the time being acting as such.

(d) "The Contractors" includes in addition to the parties hereto when the context so admits their successors and permitted assigns.

(e) "The Railway" means the Railway mentioned in Clause 4 hereof together with all works apparatus and conveniences to be made or supplied in connection therewith.

(f) "The Contractors' port" means the pier depôt works and conveniences and also the siding which the Contractors are by Clause 5 hereof hereby empowered to make at or near Kilindini and any works substituted for the same as hereinafter provided.

(g) "The Inspecting Engineer" means and includes the person or persons for the time being appointed by the Crown Agents to act as Inspecting Engineer in respect of materials supplied for the purposes of this Contract.

(h) "The Contractors' Engineer" means the person appointed by the Contractors to carry on on their behalf the works in the East Africa Protectorate.

(i) "The Uganda Railway Administration" means the Administration or authority for the time being working or managing the Uganda Railway.

(j) "The General Manager" means the General Manager for the time being of the Uganda Railway.

"Interpre-
tation"

"The Pro-
tectorate"

"The Govern-
ment"

"The Govern-
or"

"The Contrac-
tors"

"The Rail-
way"

"The Contrac-
tors' port"

"The Inspect-
ing Engineer"

"The Contrac-
tors' Engineer"

"The Uganda
Railway Adm-
nistration"

"The Gener-
al Manager"

(k) "Raw Soda" means Carbonate of Soda ^{and} or Carbonate of "Raw Soda" Soda mixed with any other Salts as obtained from any of the land mentioned in Clause 2 of the said Lease, before calcination and whether loose or packed.

(l) "Soda" means Soda Ash, Carbonate of Soda ^{and} or other "Soda" Salts of Soda as obtained from Raw Soda as above defined and whether loose or packed.

(m) "Soda Products" means Soda Crystals, Caustic Soda, ^{"Soda"} Bicarbonate of Soda ^{and} or any other commodities or preparations which are recognised as Soda Products in the chemical industry and whether loose or packed.

(n) "Manufactured Soda" means manufactured articles or merchandise of which Soda or Soda products form the essential or main constituents and whether loose or packed. ^{"Manufactured Soda"}

(o) "Coal" includes slack breeze and patent fuel manufactured from coal or slack and liquid fuel but does not include kerosine oil or other oils used for illumination or petrol motor spirit or oils used for other purposes than for fuel. ^{"Coal"} *to be submitted for approval of January 1911.*

(p) "Month" means calendar month. ^{"Month"}

2. The General Manager may from time to time delegate to assistants to be named by him such of the powers, rights, authorities, and discretions vested in him by this Contract as he may think fit and the Contractors shall recognise such assistants on written notice of their appointment and of the powers, rights, authorities and discretions respectively delegated to them as lawfully exercising for the purpose of this Contract the powers and authorities so delegated. ^{General Manager may delegate powers.}

3. The Contractors shall after the completion of the survey of the proposed Railway with all reasonable despatch cause their Engineer to draw up and submit to the Government for their approval a Specification and Plans and Sections for the construction of the Railway. The Specification when so submitted and approved is hereinafter referred to as the said Specification and the Plans and Sections when so submitted and approved are hereinafter referred to as the said Plans and Sections which expressions shall respectively include the same Specification Plans and Sections as altered or added to pursuant to these presents. ^{Specification and plans.}

Contractors to construct and equip Railway in the Protectorate

4. Subject to the provisions of this Contract the Contractors at their own expense shall (on the Government at the request of the Contractors duly providing free of cost to the Contractors with all reasonable despatch as hereinafter mentioned the land referred to in Clause 10 of these presents) in accordance with the said Specification construct and equip with all necessary works apparatus and conveniences (other than rolling stock necessary for the handling of the traffic) and make ready and fit for being opened for traffic within the times and in the manner hereinafter prescribed:—

A Railway wholly in, the Protectorate and consisting of a line commencing by a junction with the Uganda Railway at or near Kiu or Sultan Hamoud at such point as may hereafter be approved by the General Manager and thence passing to such terminus near the Lake Magadi and by such route as may be selected by the Contractors.

Contractors to construct a pier and other works at Kilindini

5. The Contractors may build construct erect or lay down at Kilindini or elsewhere in the neighbourhood of Kilindini on a site to be provided by the Government on Crown land free of cost to the Contractors as a depot for the use of the Contractors a pier and such and so many wharves platforms warehouses buildings cranes lifting or lowering machinery or other labour saving devices and plant sidings signals telegraph poles and wires and other conveniences of such dimensions and materials as they may deem necessary for the proper working of their traffic and also a siding connecting the said works with the Uganda Railway at or near Mombasa the whole of which are herein included in the term "the Contractors' port." In the event of Crown land not being available for the whole or any part of the said site, and the Contractors shall request the Government to provide for that purpose any lands not being Crown lands, then the Government will, at the expense of the Contractors, take such steps as may be necessary to acquire such lands; and any payment made in connection with such acquisition and for obtaining a grant of any such land to the Contractors, and any compensation payable in respect of such acquisition shall on demand be repaid by the Contractors to the Government. Provided (first) that all specifications and plans for building, erecting or laying down any such works as aforesaid shall be submitted for the approval of the Government before any such works are begun; (secondly) that the Government shall not be required to provide free

of charge to the Contractors any larger site than is reasonably necessary for the requirements of the Contractors; (thirdly) that when the Government shall have once provided for the Contractors a site for the Contractors' port any further or other lands required by the Contractors for the purposes of this Clause shall be provided only upon such terms and conditions as to payment or otherwise, and subject to such stipulations as to the rights of other parties as to the Government shall seem expedient; (fourthly) subject to the management and control of the Contractors' port remaining in the hands and under the control of the Contractors and to the Contractors' traffic always having priority over any other traffic the Government shall have the use of the Contractors' port on such terms as may be agreed between the Government and the Contractors or in default of agreement may be settled by arbitration. Provided always that nothing herein contained shall in any way interfere with the Contractors' right to manage and work the Contractors' port in such manner and to such extent as may be most advantageous to their business and (fifthly) in case the Government shall after providing for the Contractors a site under this Clause for the Contractors' port provide for the Contractors a site for the Contractors' port in place of the site provided under this Clause and having equal facilities therewith then the Contractors shall be at liberty to construct on such substituted site the works and conveniences authorised by this Clause and a siding connecting the same with the Uganda Railway or any branch thereof to be hereafter constructed and such substituted site together with the said works conveniences and siding shall become the Contractors' port for the purposes of these presents and the Contractors shall at the request of the Government when and so soon as the said works and conveniences shall have been reconstructed by the Contractors on such substituted site (in which respect the Contractors shall use all reasonable despatch) transfer any site provided under this Clause to the Government or as they may direct and upon such transfer the Government shall pay to the Contractors the amount of the capital outlay (as hereinafter defined) expended by them in the construction of the Contractors' port so transferred together with such a sum to be agreed upon between the parties hereto or in case of dispute to be determined by arbitration in manner hereinafter provided as shall be equal to the extra expense (if any) which the Contractors may incur in addition to the said capital outlay in reconstructing the Contractors' port upon the

new site together with such a sum (to be agreed or determined as last aforesaid) as shall make good to them any loss in respect of their soda (as defined by sub-sections k to n inclusive of Clause 1 of this Contract) business which they may sustain by reason of the transfer to such new site.

Contractors may construct works near Lake Magadi.

6. The Contractors shall be at liberty to build or construct upon such lands as they may within a period of five years reasonably select for that purpose on the Railway within 50 miles of Lake Magadi (such lands to be provided free of cost by the Government) all such stations platforms warehouses sheds workshops engines boilers machinery furnaces conveyors lifting and lowering machinery or other labour-saving devices and other plant and conveniences as they may deem expedient. Any such works may also be built or constructed by the Contractors on the Railway within 50 miles of Lake Magadi at any time after such five years but in such case the Government shall not be bound to provide the land required for the purpose except on such terms as the Contractors and the Government may agree.

Mode of construction. Standard of efficiency. Gauge curves and gradients of Railway.

7. The Railway is to be built of the same gauge and to the same standard of efficiency as the Uganda Railway, but the curves and gradients are to be such as are suitable to the physical features of the country through which the Railway passes, but except as provided by Clause 8 the maximum angle of curvature shall be 7 degrees and the maximum gradient 1.5 per cent. compensated at the rate of 0.03 per cent. for every degree of curvature.

Curves and gradients

8. (i) Between the junction of the Railway with the Uganda Railway and a suitable place to be approved by the Governor at or about 26 miles therefrom where an engine changing station can be established the maximum gradient of the branch line shall be 1.5 per cent. and the maximum angle of curvature shall be 10 degrees compensated at the rate of 0.03 per cent. for every degree of curvature.

(ii) Over the rest of the Railway except as provided in sub-head (v.) hereof the maximum gradient shall be 2 per cent. and the maximum angle of curvature 10 degrees compensated at the rate aforesaid.

(iii) The sleepers throughout except where agreed upon shall be of steel and laid not less than 2,112 to the mile where 50 lb. rails are used and 1,936 to the mile where 80 lb. rails are used.

26-10-00

See definition - Clause 1 (2)

(iv.) Water shall be provided at stations where required for working the Railway by storage or by other means by and at the cost of the Contractors.

(v.) In all places where a maximum angle of curvature of 10 degrees involves an expenditure which is prohibitive in the opinion of the Contractors' Engineer reversing stations (each consisting of 1 pair of shunts) may be substituted, but in no case are there to be more than 3 pairs of reversing stations without the consent of the Governor.

(vi.) The Uganda Railway Administration shall work the whole of the Railway if it is constructed to the Specification as agreed and so as to comply with the conditions of this Contract at the rates of freight as fixed in Clause 42 (a) to (g) of the Contract and no portion of the line shall be deemed to require special and expensive methods of working.

(vii.) Any question arising under this Clause or any sub-head thereof or as to the meaning or application thereof shall be decided by the Governor and his decision shall be final and binding on all parties.

9. The General Manager shall have power from time to time and at any time before the Railway shall have been finally completed to require the Contractors to remove any defective materials or work forming part of the Railway and to substitute therefor other and suitable materials or work in accordance with the said Specification and the Contractors shall duly comply with every such requisition. If the Contractors shall fail duly to comply with any such requisition the General Manager may cause the defective materials or work specified in such requisition to be removed and suitable materials or work in accordance with the said Specification to be substituted therefor and all expenses thereby incurred shall be paid by the Contractors to the Government.

Power for General Manager to require Contractors to remove defective materials or work

10. The Contractors shall within the time hereinafter limited at their own expense cause a detailed survey of the Railway to be made and prepare and submit to the General Manager or his deputy for his approval proper and sufficient plans and drawings showing on a scale not less than 400 feet to the inch the lands through or upon which the Railway is proposed to be constructed. Upon the approval of the said plans and drawings the Government shall with all reasonable despatch provide the Contractors with such land as may be necessary

Contractors to submit for approval plans showing lands proposed to be taken

in accordance with the said plans as and when approved by the General Manager for the construction of the Railway. Provided always that if the completion of the Railway ^{and}/_{or} the Contractor's port shall be retarded by delay in the delivery of any of the said lands to the Contractors the time limited for completion of the Railway as hereinafter provided shall be proportionately extended.

Also plans showing the mode of construction of works

11. The Contractors shall also prepare and submit to the General Manager with reasonable expedition all such detailed plans sections and drawings of or connected with the Railway or any bridges viaducts culverts stations buildings and other works and all such other plans and particulars as may reasonably be required with reference to the construction or equipment of the Railway and the Contractors shall not commence the construction of any work until all the plans in relation thereto have been approved in writing by the General Manager such approval to be given within two months after such plans sections drawings or particulars have been submitted by the Contractors. Two copies of the same plans sections drawings and particulars shall after such approval as aforesaid and before the commencement of the construction be deposited by the Contractors with the General Manager.

Minerals and precious stones in or under lands acquired by Contractors reserved to Government

12. No grant or provision of lands by the Government under this Contract shall be deemed to confer upon the Contractors any right to any minerals or precious stones in or under or near such lands but shall confer upon the Contractors a right of support both vertical and lateral therefrom but such minerals and precious stones shall be reserved to the Government who shall have the free right and liberty by themselves their servants or licensees to enter upon the said lands for the purpose of searching for digging and carrying away such minerals and precious stones so far as can be done without interfering with the construction or working of the Railway or causing any subsidence of the Railway or of any buildings works or premises connected therewith, and the Government shall make good all damage done by any such entry searching for digging or carrying away.

Superfluous land

13. The Contractors shall from time to time with the sanction of the Uganda Railway Administration as soon as practicable relinquish to the Government such of the land provided by the Government (whether included in any lease granted under this Contract or not) of which the Contractors shall be allowed possession under this Contract as shall for the

time being have become unnecessary to be retained by the Contractors for any of the purposes of this Contract or of the Railway whether immediate or prospective. And whenever in the opinion of the Uganda Railway Administration it shall appear to be unnecessary that the Contractors shall retain possession of any particular land of which the Contractors shall have been allowed possession or which shall be included in any lease granted to the Contractors under this Contract but not lands included in the said Lease the Uganda Railway Administration shall certify such their opinion to the Contractors. Upon receipt of such certificate or as soon thereafter as may be the Contractors shall state in writing whether they acquiesce in the opinion of the Uganda Railway Administration or whether they object thereto and if so the grounds of their objection. If any objection is stated by the Contractors and the grounds of their objection are not in the opinion of the Government sufficient the case shall be submitted to arbitration. Provided that no land is to be deemed unnecessary to be retained by the Contractors as aforesaid if it is likely to be required in the future for further developments of the Railway.

14. The whole of the costs of surveying staking and laying out the Railway and the lands to be taken as aforesaid and the costs of the construction and equipment of the Railway and of the maintenance thereof for one year after it has been opened for traffic and of all labour and materials for the same shall be borne and paid by the Contractors but this Clause is not to extend to rolling stock necessary for the handling of the traffic after completion of the Railway.

All costs of surveys and construction etc. to be borne by the Contractors

15. Subject to the provisions of this Contract and subject as to accommodation works to the right of user and enjoyment thereof by the persons for whose benefit the same shall be constructed on the completion of the Railway the Crown Agents will grant and the Contractors will accept a lease of the Railway and subject to Clause 13 hereof of the lands provided by the Government for the purposes of this Contract during the term granted by the said Lease determinable upon the expiration or sooner determination of the said Lease at the yearly rent of five shillings. Such lease shall contain such covenants on the part of the Contractors as may be reasonably required for giving full effect to the provisions of this Contract and also a covenant that the Contractors and any Company or Corporation becoming by assignment or otherwise entitled to the term granted by such Lease or any part thereof or to possession of the

Lease of Railway to the contractors

demised premises shall be and remain British in constitution and character registered in Great Britain or a British Colony and having its principal place of business within His Majesty's dominions and the Chairman of the Company and at least four-fifths in number of the Directors shall at all times be and remain British subjects and a proviso for re-entry on non-payment of the rent thereby reserved or breach of any of the covenants therein contained but such proviso for re-entry shall be subject to all such restrictions and conditions and relief against forfeiture as shall for the time being be applicable under the law of England to provisos for re-entry contained in leases of English land. Until the Contractors shall be entitled to a grant of any such lease as aforesaid the Contractors shall be deemed to be tenants-at-will of the Government in respect of any lands provided for the Railway.

Contractors to comply with Specification.

16. The Contractors shall construct and equip the Railway in accordance with the said Specification plans and sections and under the supervision of the General Manager and shall not make any alteration in the said Specification plans or sections or deviation therefrom without the previous consent in writing of the General Manager which consent shall not be unreasonably withheld.

Time for survey and construction of Railway.

17. The detailed survey for laying out the Railway shall be *bonâ fide* commenced not later than three months from the date of this Contract and the Contractors shall use their best endeavours to complete the same within twelve months of its commencement and the actual construction of the Railway shall be commenced not more than nine months from the date of these presents or from the completion of the survey whichever shall be the later date and the Railway and the Contractors' port shall be completed and equipped in all respects in accordance with this Contract and opened for traffic and use within two years from the commencement of the construction of the Railway.

Time for completion of Railway.

Inspection of materials by Inspecting Engineer.

18. All materials and things (except any plant or materials belonging to the Contractors and intended to be only temporarily used in the construction of the Railway) manufactured in or derived from any country except the Protectorate and to be provided and shipped by the Contractors to the Protectorate for the purposes of this Contract shall before being removed for shipment be submitted to the inspection and approval of the Inspecting Engineer or his representative and the Contractors shall

give the Inspecting Engineer not less than fourteen days' notice in writing before removing any such materials or things for shipment.

19. If any such materials or things as aforesaid are manufactured or prepared in any country other than the Protectorate expressly for the purposes of this Contract the Inspecting Engineer or his representative may from time to time inspect the same during the course of manufacture or preparation and the Contractors shall give the Inspecting Engineer not less than fourteen days' notice in writing of the time of commencement of the manufacture or preparation of such materials and things and shall specify in such notice the place of manufacture or preparation and shall from time to time send to the Inspecting Engineer such report of the progress of manufacture or preparation as he may require. The Inspecting Engineer may make any reasonable requirements as to testing any such materials or things at the expense of the Contractors.

Inspection by Inspecting Engineer of materials during manufacture.

20. The Contractors shall comply with all obligations which may be imposed on them by any General Ordinance for the time being in force in the Protectorate and in addition thereto the Contractors shall in the construction of any of the 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 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 rights or property and the Contractors 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 the works or the use of any plant engines or other appliances in connection therewith and if the Government shall by reason of the default of the Contractors make any payment in respect of such damages claims or losses the Government may recover such amount from the Contractors. Provided that this clause shall not extend to any accidents damages claims or losses 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 have arisen from some neglect or default of the Contractors.

As to interference with public or private rights.

Minerals
coins, etc.
found on site
of Railway
to be the
property of
the Govern-
ment.

21. All gold silver and other minerals of any description and all precious stones coins treasure relics antiquities and other similar things which shall be found in or upon the site of the Railway in the Protectorate shall be the property of the Government provided the same be not found within the area covered by the said lease.

Contractors to
provide office.

22. The Contractors shall at all times provide a suitable office on the site of the Railway where notices may be left for or addressed to them if thought fit and a responsible Resident Engineer or Superintendent to whom notices may from time to time be given. And after every inspection of the Railway complaints or requisitions (if any) shall be addressed to the Resident Engineer or Superintendent. If the complaints or requisitions cannot thereupon be remedied or complied with the General Manager shall communicate his complaints or requisitions to the Contractors' Engineer for the purpose of determining how the said complaints or requisitions may be best remedied or complied with.

As to com-
plaints by
Engineers

Power to
extend time
for construc-
tion of certain
works.

23. The General Manager may from time to time on the request in writing of the Contractors extend the time for the construction of the Railway or any part thereof for such period as he may think fit.

Contractors to
be at liberty
to take and
use timber
being prop-
erty of the
Government

24. The Contractors shall be entitled on such terms as may be agreed to take from such places in the Protectorate as may have been previously approved in writing by the Government and to use but only for the purpose of the construction of the Railway any suitable timber stones or other material being the property of the Government.

Plant and
materials to
be imported
duty free.

Rate for
carriage
thereof.

25. No import duties shall be payable or levied upon or in respect of any machinery plant materials or rolling stock imported into the Protectorate for the purpose of the construction or the initial equipment of the Railway or the Contractors' port. The rate for the carriage other than the cost of loading and unloading (except at intermediate places) which services except as aforesaid shall be performed by and at the costs of the Contractors over the Uganda Railway of such machinery plant materials and rolling stock as aforesaid and of fuel for the construction or equipment of the Railway shall be from Kilindini to the junction at or near Kiu or Sultan Hamoud of the said Railway with the main line of the Uganda Railway one penny per ton per mile. The same rate shall apply

both as regards the Uganda Railway and the Railway to the carriage of all machinery plant and materials which the Contractors may import for the purposes mentioned in Clause 6 of this Contract up to the end of the first 5 years after the completion of the Railway.

26. The Government may at any time cause a line or lines of electric telegraph or telephones to be constructed along the line of the Railway for the use of the Government and for that purpose may from time to time enter upon and occupy so much of the lands of the Contractors taken under the powers aforesaid as may be necessary for the purpose without making any compensation therefor but making good all damage done and so constructing and using the said telegraphs and telephones as not to interfere either in the construction or use thereof with the efficient working of the Railway and such telegraphs and telephones may be used by the Government or their nominees for the purpose of transmitting messages by any system or invention now or at any time hereafter in use. The Contractors may make and use for the purposes of their own business in connection with this Contract or the said Lease such lines of telegraphs and telephones along the line of the Railway as they think fit and similarly work the same by any system or invention now or at any time hereafter in use.

Power to
Government
to erect
telegraphs
and tele-
phones.

27. The Government will provide and maintain at the cost of the Contractors such a force of police beyond the ordinary police establishment for the time being maintained in the neighbourhood as with the approval of the Government shall from time to time be required for the protection of so much of the Railway as shall for the time being be under construction. The cost of providing and maintaining such police shall be taken to be such as from time to time stated by the Government and shall be paid from time to time by the Contractors to the Government on demand.

Police during
construction.

28. The Government shall not at any time during the continuance of this Contract sell lease or otherwise dispose of any land within a quarter of a mile on either side of the Railway to any person persons or corporation other than the Contractors without first giving the Contractors the option of acquiring from the Government any such land on the same

Option to
Contractors
to acquire
land within
a quarter
mile of
Railway

or similar terms and conditions as those on which the Government may be willing to dispose of the same to any other person or persons or Corporation.

No arms or ammunition to be sold to natives.

29. The Contractors shall not at any time during the continuance of this Contract sell give barter or otherwise dispose of any arms or ammunition of any description to any natives or native or permit or suffer any of its employees to make any such sale gift barter or other disposition.

No spirituous liquors to be sold to natives except for Europeans.

30. The Contractors shall not at any time during the continuance of this Contract sell give or barter any spirituous liquors to any natives or native or permit or suffer any such sale gift or barter to be made by any employee or agent of the Contractors or import or authorise the importation of any spirituous liquors into the Protectorate or any part thereof otherwise than for the use of the European agents or employees of the Contractors and upon and subject to such rules as may from time to time be made by the Governor.

As to liability of Contractors for special sanitary measures.

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

Huts or other accommodation, hospitals and medicines for native labourers.

32. The Contractors shall also provide at or near the site of the works such huts or other accommodation for the use of the native labourers or workmen employed in the construction and maintenance of the Railway and also such hospitals medical officers and attendants medicines and medical stores for the like use as may be necessary.

Native labour.

33. The Contractors shall at all times comply with such requirements and make such arrangements as may be given or directed by the Government to secure the suitable treatment of Native labourers or workmen.

34. An account of all monies properly chargeable to capital expended by the Contractors for the purpose of the construction of the Railway and the Contractors' port in accordance with the provisions herein contained shall be kept and from time to time submitted to the Government for the purpose of being vouched and the Government shall have the right to audit the same if they so desire within six months of the same being submitted and in the event of the said account not being agreed the amount thereof shall be settled by Arbitration the amount shown by such account when so agreed or settled as aforesaid shall be treated as capital outlay for the purpose of this Contract. If any alterations additions or improvements shall thereafter be made in or to the Railway and/or the Contractors' port a similar account shall be kept in respect thereof and the same shall be subject to a similar audit agreement or settlement and the cost incurred in executing such alterations additions and improvements shall be added to the capital outlay aforesaid and the total shall be treated as the total capital outlay for the purpose of this Contract the principle upon which such accounts are to be made up being that capital is to bear the cost of the new works and of substantial alterations additions and improvements to old works and that the cost of repairs restorations renewals or replacements is to be borne by revenue.

Capital outlay

35. When the General Manager shall have certified that the Railway has been constructed in accordance with the provisions herein contained and is ready and fit for the conveyance of passengers and goods, there shall be prepared by the Contractors' Engineer at the Contractors' expense a statement describing the nature and quality of the works and setting out the general details of the construction of the same as regards earth-works, bridges, ballast, permanent way, station buildings and all other matters of a permanent character so as to show the standard up to which the works have been constructed together with plans and working drawings of the same. Such statement plans and working drawings shall be signed by the General Manager and by the Contractors or their Engineer and shall be retained by the Government and be from time to time revised and completed up to date as occasion may require.

Record to be made of construction of Railway to be prepared by Contractors

To be retained by Government.

36. As soon as may be after the statement plans and drawings lastly hereinbefore referred to have been signed as aforesaid the Railway shall be made over by the Contractors to the Uganda Railway Administration to the intent that the same may be opened for traffic and may

Railway to be handed over to the Uganda Railway Administration.

be worked in the manner hereinafter mentioned. The Uganda Railway Administration shall accept of the Railway when so made over as aforesaid and shall forthwith open the same for traffic. Provided always that subject as hereinafter provided the Railway shall not be used for the carriage of goods not belonging to the Contractors without their consent (such consent not to be unreasonably withheld) nor except on such terms as the Contractors shall reasonably approve.

37. The Uganda Railway Administration shall thenceforth (subject to the provisions of Clause 44) until the determination of this Contract work and maintain in working order the Railway and shall provide and maintain all necessary rolling stock at the estimated maximum cost of £203,500 for the efficient working of the Railway on the terms and subject to the provisions hereinafter contained provided nevertheless that the said Uganda Railway Administration shall not be bound to provide tank cars or any special waggons or conveniences for the carriage of liquid fuel and the contractors shall provide such special tank cars (if any) as they may require for the carriage of their liquid fuel but shall not be entitled to any rebate or allowance off the rate or respective rates for conveyance mentioned in Clause 42 by reason of the provision of any cars provided by them.

38. The Government shall have the right at any time or times for urgent State purposes of the need for which the Government shall be the sole judge to take temporary possession of the whole or any part of the Railway and the Contractors' port or either of them or any of the rolling stock telegraphs telephones buildings and other things of every description and to use the same for their own purposes without any consent on the part of the Contractors. And the Government shall also at any time or times be entitled to have any of their Military Marine and Police Forces and their arms horses guns ammunition baggage and stores and also all mails mail bags and post office requisites and things conveyed over the Railway or to the Contractors' port in priority to any other traffic and if in cases of urgency the Government so require with all the resources of the Railway.

39. All the business connected with the management and maintenance of the Railway and conducting the traffic thereon shall in all respects as far as practicable be carried on in the same manner and subject to

Uganda Railway Administration to work Railway and provide rolling stock

Government use of Railway

Railway to be subject to control of Uganda Railway Administration

the same regulations and control as the Uganda Railway and the Contractors shall not interfere with such business, but the Uganda Railway Administration will use their best endeavours to provide that the traffic of the Contractors is not (subject nevertheless to the provisions of the last preceding Clause) prejudicially delayed by any other traffic.

40. The Government and the Uganda Railway Administration shall have power (subject to the provisions of Clause 39 hereof) from time to time to do any of the following acts or things namely to—

(a) Allow the use of any of the stations belonging to the Railway for the accommodation of the traffic of any other railway upon the payment of reasonable tolls and under reasonable conditions and restrictions and also upon reasonable terms to make such alterations and additions as may in the opinion of the Uganda Railway Administration be necessary or convenient for the purposes of such accommodation but no such alterations or additions shall involve the Contractors in any liability to pay or be charged with any capital expenditure.

(b) Allow the use of the Railway or any part or parts thereof for the passage of engines and trains from or to other railways of the same gauge upon the payment of reasonable tolls and under reasonable conditions and restrictions.

(c) Make reasonable arrangements for the interchange of traffic and for through booking between the Railway or any part thereof and other Railways.

41. Except as herein specially provided with respect to the Contractors' traffic the rates and fares for the carriage of goods and passengers over the Railway or any portion thereof shall be such as may from time to time be fixed by the Uganda Railway Administration at their absolute discretion with the approval of the Government and the classification of goods thereon shall be in conformity with that from time to time in force on the Uganda Railway except that the fares and rates per mile on the Railway shall be at least equal to those on the Uganda Railway.

42. The following provisions shall have effect with respect to the Contractors' traffic over the whole line of railway between the Contractors' works as hereinafter defined and the Contractors' port that is to say

Uganda Railway Administration to allow use of Railway for certain purposes

Uganda Railway Administration to fix rates

Special rates to be given to the Contractors for their works

over the Railway from the factories or works for the time being carried on by the Contractor in connection with their operations under the said Lease (hereinafter called the Contractors' Works) to the point where the Railway joins the Uganda Railway at or near Kiu or Sultan Hamoud and thence over the Uganda Railway to the Contractors' port.

(a) During the first five years after the operations of the Contractors' works shall be deemed to have begun the rates for conveyance for coal from the Contractors' port to Contractors' works and of raw soda soda soda products or manufactured soda from Contractors' works to the Contractors' port shall be one halfpenny per ton per mile.

(b) After the expiration of the said period of five years for a further period of three years the rates for conveyance of the same merchandise as aforesaid shall be increased to nine-sixteenths of a penny per ton per mile.

(c) For the purpose of this Contract the operations of the Contractors' works shall be deemed to have begun twelve months after the completion of the Railway and of the Contractor's port. Provided that at any time after the completion of the Railway the Contractors shall be at liberty to give six months' notice in writing to the Uganda Railway Administration of an earlier commencement of operations and the expiration of such notice shall then be the date on which the operations of the Contractors shall be deemed to have begun.

(d) On the expiration of such period of three years and each subsequent period of five years during the term of the said Lease the said rates for conveyance of the same merchandise as aforesaid shall be subject to revision.

(e) If it has been found during the said period of three years or any such period of five years as the case may be then last expired that the cost of working the Contractors' said coal and soda traffic exceeds the receipts derived from the same or if the said receipts exceed the said cost by less than one-sixteenth of a penny per ton per mile then the existing rates shall be increased to such extent as may be necessary to allow the Railway a profit over the cost of

working the traffic of one-sixteenth of a penny per ton per mile but so that the said rates when so increased respectively shall in no case exceed one penny per ton per mile. Provided that such maximum of one penny shall only apply for a period of 21 years from the time when the operations shall be deemed to have commenced.

(f) If on the other hand it has been found that during the said period of three years or the period of five years as the case may be then last expired the receipts derived from the Contractors' coal and soda traffic exceeds the cost of working the same by more than one-sixteenth of a penny per ton per mile the rate shall be lowered to such an extent that the profit of the Railway over the cost of working the traffic shall not exceed one-sixteenth of a penny per ton per mile but in no case shall the said rates for conveyance or any of them respectively when so decreased be less than nine sixteenths of a penny per ton per mile.

(g) The service of loading and unloading the Contractors' coal and raw soda soda products and manufactured soda at the Contractors' port and at Kilindini and at the Contractors' works shall in all cases be performed by and at the sole expense of the Contractors, but the service of loading or unloading (if any) at intermediate points on consignments booked through between the Contractors' port and the Contractors' works shall in all cases be performed by and at the sole cost of the Uganda Railway Administration.

(h) For the purpose of ascertaining the cost of working referred to in the preceding paragraphs working expenses shall mean and include only such payments as in like concerns are usually chargeable to revenue and if any question shall arise as to what constitutes working expenses such question shall be determined on the general principle that capital is to bear the cost of new works and of additional rolling stock plant and machinery and of substantial improvements of and additions to old works rolling stock and machinery including the cost of temporary new work the construction of which is requisite for the construction of a work chargeable to capital and that only the cost of repairs restorations renewals replacements and substitutions other than such as may be due to defective construction is to be borne by revenue.

(f) The account of working expenses for each of the specified periods shall after being audited by the person or persons for the time being appointed for that purpose by the Government (hereinafter called "the Government Auditors") be submitted to the Contractors who shall be at liberty to have the accounts subsequently audited by some person or persons (hereinafter called "the Contractors' Auditors") from time to time appointed by the Contractors for that purpose and approved by the Government (such approval not to be unreasonably withheld) and the Government shall afford all reasonable facilities for every such audit by the Contractors' Auditors. If the Contractors' Auditors shall make any objection to any account audited by the Government auditors the matter in difference shall be referred to and finally settled by some person or persons appointed for that purpose by His Majesty's Secretary of State for the Colonies for the time being.

4. The Contractors shall not be entitled to claim the rates as fixed by this Clause for the carriage of such soda products or manufactured soda the market value of which would for the time being in the Thames be 75 per cent higher than the market value of Thames of Soda ash.

(b) No Customs Excise or import duties shall be payable or levied upon or in respect of any Coal imported into the Protectorate for the purposes of the Railway and the Contractors' works and the Contractors' Port provided that the Contractors shall not so long and so long only as the importation of such coal would but for the provisions of this sub-clause render the same liable for duty sell gone away or dispose of the same otherwise than for the purposes aforesaid.

43. The following additional provisions shall apply in relation to the conveyance of the Contractors' traffic

(a) The Uganda Railway Administration will unless prevented by circumstances beyond their control undertake to carry such raw soda soda soda products and manufactured soda as may be consigned by the Contractors up to a total amount of 50,000 tons in any one year, but should the Contractors at any time require a larger amount carried in any one year they shall be entitled to give the General Manager twelve months notice of such requirement of the extent thereof and in that event the Uganda Railway

Further
provisions
as to the
Contractors'
traffic.

Administration undertakes to carry such additional quantity up to 100,000 tons in any one year provided that they shall be under no obligation to carry during any one month more than 12 per cent of the total quantity they are liable to carry during that year and the Uganda Railway Administration shall make such improvements to its Main Line (at an estimated maximum cost of £146,500) as may in the opinion of the Governor be necessary for carrying the quantity of 50,000 tons aforesaid or such additional quantity up to 100,000 tons in any one year as aforesaid.

Supplemental
Agreement
January 1911

(b) The raw soda soda soda products and manufactured soda shall be carried in the trucks of the Uganda Railway Administration properly protected from the weather and from dirt and the Contractors shall in the case of detention of trucks by the Contractors pay such an additional sum for demurrage as the Uganda Railway Administration may reasonably fix but in no case exceeding the published rates for the time being.

44. The Contractors shall at their own expense for the period of 12 months after the opening of the Railway for traffic maintain and keep the Railway in working order to the satisfaction of the General Manager. And subject to and without in any way limiting the liability of the Contractors under the preceding part of this Clause the Contractors shall during such time as the Railway shall remain vested in them and be worked by the Uganda Railway Administration be liable to provide funds for making good all damage to the Railway which shall be due to extraordinary casualty-affecting the same and of such a nature that in accordance with the provisions of Clause 34 the cost of making good such damage would be made a charge against capital and the Contractors shall on demand pay to the Uganda Railway Administration the amount expended by them in making good such damage but no such work is to be undertaken without the consent of the Contractors. Provided that if in any such case the Uganda Railway Administration and the Contractors shall not agree as to the liability of the Contractors or the amount to be expended under this part of this Clause the Government will cause the matter in question to be referred to arbitration under the provision for arbitration hereinafter contained and so far as it shall be decided on such arbitration that

Maintenance
for twelve
months and
cost of
renewals
chargeable
to capital
thereafter
to be borne
by
Contractors.

Abstract A. for which no direct charge is made and an amount per train mile equal to the average cost per train mile of working the Uganda Railway under Abstracts B, C, D, E, F, G, being Locomotive Carriage and Wagon Traffic General Charges and Special and Miscellaneous Expenses respectively. The said audited accounts of the Uganda Railway shall be conclusive evidence of the amounts to be charged to the working expenses of the Railway. Provided that this clause shall not apply to any part of the said Railway as shall necessarily require to be worked by special methods.

47. If the survey for laying out the Works shall not be *bonâ fide* commenced within 12 months from the date hereof or if the actual construction of the Railway shall not be *bonâ fide* commenced at least 12 months before the date hereby fixed for the completion thereof or if the Railway or the Contractors' port shall not be completed within the time hereinbefore provided or if the Contractors shall fail for 6 calendar months after demand to pay any sum due to the Government or the Uganda Railway Administration or commit any other breach of any of the provisions of this Contract and shall not remedy such breach within a reasonable time after being required by the Government so to do or in case the said Lease shall be determined otherwise than by effluxion of time or if the Contractors or any of them being persons or a person should become bankrupt or compound with or make any assignment for the benefit of his or their Creditors or if a Receiver of the Contractor's undertaking or any part thereof shall be appointed by any Court of competent jurisdiction or being a Company if an Order shall be made or an effective resolution passed for winding up any Company to which this Contract may have been assigned under the provisions in that behalf hereinafter contained except with the previous consent in writing of the Government for the purposes of reconstruction only then and in any such case in addition and without prejudice to any other rights given to the Government by this Contract and notwithstanding any previous waiver of the rights of the Government or any previous exercise by them of any of such rights the Government shall have the following rights that is to say:

Rights of the Government on breach of Contract by or insolvency of Contractors or determination of the said Lease.

(a) In the case of such failure to commence the survey or the actual construction of the Railway or in case of the said Lease

being determined otherwise than by effluxion of time a right to rescind this Contract;

(b) And in any other of the events aforesaid a right to purchase all the assets of the Contractors under this Contract on giving one month's notice at any time after the happening of such event on the same terms as in the next succeeding Clause mentioned as they may elect as if the time for purchase under that Clause had arrived.

Power of
Government
to purchase
Railway
and
Contractors
port at
any time

48. The Government shall be at liberty to purchase from the Contractors the Railway and (subject to their providing the Contractors with another site for the Contractors' port having equal facilities therewith and on their paying to the Contractors the extra expense if any which the Contractors may incur in addition to the capital outlay in re-constructing the Contractors' port upon the new site together with such a sum to be agreed upon between the parties hereto or in case of dispute to be determined by arbitration in manner hereinafter provided as shall make good to them any loss in respect of their ~~work~~ ^{work} as defined by Sub-sections K to N inclusive of Clause 1 of this Contract's business which they may sustain by reason of the transfer to such new site the Contractors' port at any time after giving one year's notice of their intention so to do. In any such case the purchase price of the said Railway shall be a sum equal to the capital outlay as defined by Clause 34 and of the Contractors' port a sum equal to the capital outlay ~~as defined~~ ^{as defined} by Clause 34 together with a sum equal to £10 per centum on the capital outlay on the Port.

Power of
purchase
after
expiry
of
proceeding
power

49. In case the Government shall at any time or times exercise the powers hereby given to them under the preceding Clause to purchase the Contractors' port or the Railway the Government shall subsequently be at liberty to exercise the like powers in respect of the Railway or the Contractors' port as the case may be as they shall from time to time think fit.

Provision
as to
Debtures

50. In the event of the Government purchasing the Railway any sum for the time being outstanding on account of any loans or debentures

or debenture stock and the interest thereon shall as from the date when the Government take possession cease to be a charge upon the Railway and shall thenceforth be a charge on the sum payable by the Government to the Contractors and every Certificate of Debenture Stock and every Debenture purporting to create a charge upon the Railway shall bear an endorsement to this effect and as to the Government's powers of purchase under this Contract and powers of cancelling the same.

51. 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 by one of the Crown Agents.

Notice by
Crown
Agents

52. The Contractors shall not assign lease or otherwise dispose of the benefit of this Contract or the Railway or any part thereof without the previous consent in writing of the Crown Agents which shall not be unreasonably withheld. Provided always that the Assignee shall execute this Contract and every lease to be granted under the provisions herein contained or a duplicate or duplicates thereof or such other deed or document as shall be necessary to render the Assignee liable under this Contract and any such lease to the obligations on the part of the Contractors herein or in any such lease contained.

Contract not
to be assigned,
i.e. without
consent of
Crown
Agents

53. The Government shall have the same rights and remedies against any such assignee and such assignee shall have the same rights and remedies against the Government as would have been the case if such assignee had been a party hereto instead of the Contractors but the Government shall have no further rights or remedies against the Contractors personally.

Government
to have same
rights against
assignees as
against Con-
tractors

54. No Member or officer of the Government shall be in anywise bound personally for the acts and obligations of the Government under this Contract or answerable for any default or omission in the observance performance or fulfilment of the acts matters or things which are hereby made obligatory on the Government.

Members of
officers of the
Government
not to be
personally
liable.

Certificate
of the
Governor

55. 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
to be given to
Contractors

56. All notices to be given to the Contractors for the purposes of this Contract shall be in writing under the hand of the Governor or of the Crown Agents or one of them or of the General Manager and shall either be delivered to or left for the Contractors with such persons and at such convenient places as the Contractors shall from time to time appoint in the Protectorate and London respectively (which appointments the Contractors hereby undertake to make) or failing such appointments at the address above mentioned or other the address of the Contractors or any of them for the time being in England or at their principal or last known place of business in the Protectorate.

Force majeure

57. Except in cases (if any) in which the Contract expressly provides to the contrary no failure or omission by the Contractors in the observance or performance of any of the stipulations agreements or conditions herein contained and on the part of the Contractors to be observed or performed hereunder shall give rise to any claim or demand against the Contractors or in any manner operate to the prejudice of the Contractors or be deemed a breach of this Contract if it be shewn 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 Contractors or any other extraordinary or unforeseen circumstances which in the opinion of the Governor may be beyond the reasonable control of the Contractors. And if and so often as anything which the Contractors 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

58. 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 Works or any part thereof respectively or the

construction meaning or effect of this Contract or of any award made in pursuance hereof or any Clause or thing contained in this Contract 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 this Contract 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 three arbitrators one to be appointed by each party to the reference and the third by the two arbitrators so appointed or (if such two arbitrators fail for one month after their appointment to appoint such third arbitrator) by His Majesty's Secretary of State for the Colonies for the time being. The decision of such umpire or arbitrators or of any two of such 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.

59. 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.

Arbitrators
may make
partial
awards.

60. 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
et parte.

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

May inspect
books and
accounts and
examine on
oath.

And provide
for costs.

62. 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 con-
struction of
Contract.

63. The marginal notes hereto are for the sake of convenience only and shall not affect the interpretation or construction of this Contract.

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

Signed, sealed and delivered by the
above-named REGINALD LAURENCE
ANTROBUS, MAURICE ALEXANDER
CAMERON and WILLIAM HEFORTH
MERCER in the presence of

The Common Seal of The Magadi
Soda Company, Limited, was
hereunto affixed pursuant to a
resolution of the Board of Directors
in the presence of

Directors

Secretary

EAST AFRICA PROTECTORATE.

Lease

OF

LAKE MAGADI AND OTHER LANDS IN THE EAST AFRICA
PROTECTORATE FOR WORKING OF SODA
AND OTHER DEPOSITS.

Dated

1911.

SUTTON, OMMANNEY & RENDALL,
3 & 4, GREAT WINCHESTER STREET,
LONDON, E.C.

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EAST AFRICA PROTECTORATE.

This Indenture made the _____ day of _____ 1911

Between SIR REGINALD LAURENCE ANTROBUS K.C.M.G., C.B., MAURICE ALEXANDER CAMERON C.M.G. late a Major in His Majesty's Corps of Royal Engineers and WILLIAM HEPWORTH MERCER ESQUIRE C.M.G. all of Whitehall Gardens in the City of Westminster the Crown Agents for the Colonies (hereinafter referred to as the "Crown Agents") acting for and on behalf of THE GOVERNMENT OF THE EAST AFRICA PROTECTORATE (hereinafter referred to as "the Government") of the one part and THE MAGADI SODA COMPANY, LIMITED, a Company incorporated pursuant to the law of England under the Companies (Consolidation) Act 1908 and having their registered office at Nos. 25 and 27 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.

Whereas the Lessees are desirous of working certain mineral deposits at Lake Magadi and elsewhere in the East Africa 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

And whereas the parties hereto are proposing to enter into a contract already prepared for the construction of a Railway from the Main Line of the Uganda Railway to or near Lake Magadi with liberty to construct certain port works at or near Kilindini and certain sidings connecting the same with the Main Line of the Uganda Railway at or near Mombasa hereinafter referred to as the "said Contract"

And whereas it has been agreed that these presents should contain the terms and provisions hereinafter mentioned;

Now this Indenture witnesseth as follows that is to say:—

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

(a) "The Protectorate" means the East Africa Protectorate.

(b) "The Government" means the Government for the time being of the Protectorate.

(c) "The Governor" means the Governor for the time being of the Protectorate 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) "Raw Soda" means Carbonate of Soda ^{and} _{or} Carbonate of Soda mixed with any other Salts as obtained from any of the land mentioned in Clause 2 of these presents before calcination whether loose or packed.

(f) "Soda" means Soda Ash, Carbonate of Soda ^{and} _{or} other Salts of Soda as obtained from Raw Soda as above defined and whether loose or packed.

(g) "Soda Products" means Soda Crystals, Caustic Soda, Bicarbonate of Soda ^{and} _{or} any other commodities or preparations which are recognised as Soda Products in the chemical industry and whether loose or packed.

(h) "Manufactured Soda" means manufactured articles or merchandise of which Soda or Soda products form the essential or main constituents and whether loose or packed.

(i) "Month" means calendar month.

2. The Crown Agents for and on behalf of the Government in consideration of the royalties hereinafter reserved and the covenants and conditions on the part of the Lessees to be observed and performed hereinafter contained do hereby grant and

demise unto the Lessees First ALL THAT rectangular piece of land forming part of the East Africa Protectorate and formerly covered by water and known as Lake Magadi and reputed to contain a deposit of carbonate of soda which said premises are situate as near as can be ascertained between latitude 1° 40' and 2° 5' South and extend from longitude 36° 10' East to longitude 36° 20' East and are 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 Plan annexed hereto which premises together include an area of approximately 306 square miles And Secondly ALL THAT triangular piece of land forming part of the East Africa Protectorate near the Northernly end of the Natron Lake which said premises are situate as near as can be ascertained to the Southward of latitude 2° 5' South and between longitude 36 and 36° 5' East and are delineated on the said map and thereon also surrounded with a red line which premises together include an area of approximately of 18 square miles. 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 soda and other deposits minerals and precious stones there found Together also with full and free liberty and right for the Lessees their servants and agents of access to the Nyasin Guuro 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

To HOLD unto the Lessees as to all the premises hereby demised except the rights hereby demised with respect to minerals other than soda and other similar deposits for the term of 99 years from the date hereof and as to the minerals (including precious stones) other than soda and other similar deposits hereby demised and rights relating thereto from the date hereof until the 15th day of August 1946 and so that as from the 15th day of August 1946 all minerals including precious stones other than soda and other similar deposits shall be deemed excepted out of the demise hereby made and reserved to the Crown Agents with free right and liberty

for the Crown Agents and the Government and others by their permission as from such date to enter on the demised premises for the purpose of searching for working and carrying away such excepted minerals and precious stones provided that the works and operations for the time being of the Lessees hereunder shall not thereby be interfered with or prejudicially affected.

Auxiliary powers to Lessees.

3. The Lessees shall have the right at all times during the said term to do all such things as they may deem necessary and convenient for the working of the said soda and other deposits minerals and precious stones 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 and premises as they may deem necessary or convenient for effectually exploring winning working treating raising stocking dressing converting manufacturing transporting or otherwise disposing of the soda and other deposits minerals and precious stones and products hereby demised.

Royalties

4. The Lessees shall on the 1st day of the months of June and of December 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 Protectorate during the six months ending on the 31st day of December or the 30th day of June as the case may be preceding the day appointed for payment the royalties following that is to say—

(i) In respect of every ton of raw soda the sum of two shillings per ton.

(ii) In respect of every ton of soda soda products or soda contained in manufactured soda the sum of three shillings per ton.

Provided that 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 Protectorate in their original or any manufactured state.

5. The Lessees shall also pay to the Government or as they shall direct in respect of any minerals other than soda or other similar deposits for the time being worked by the Lessees from the demised premises a yearly rent or royalty equal to 5 per cent of the net profits earned by the Lessees from the working of such other minerals or precious stones during each year such rent or royalty to be payable on the 30th day of June in every year in respect of such working provided that the words "net profits" shall mean "net profits" as determined by the English Income Tax Acts to be liable to assessment in the case of a business carried on in England.

Minerals and precious stones

Method of estimating profits

6. The Lessees for themselves their successors and assigns hereby covenant with the Crown Agents and also with the Government as hereinafter provided.

Covenants by Lessees

7. The Lessees will pay the royalties hereby reserved at the time and in the manner aforesaid and for the purpose of ascertaining the amount of royalties payable for the time being as aforesaid the Lessees will keep proper books of account (separate books so far as may be being kept with respect to the working of any minerals and precious stones other than soda and other similar deposits) and permit the Government and any Agent appointed for that purpose at all reasonable times to inspect the said books of account and take extracts therefrom and will make up and render to the Government an account down to the 30th day of June and the 31st day of December in each year duly certified by the Auditor or Auditors of the Lessees for the time being 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 Protectorate during the preceding six months and also will make up and render to the Government an account down to the 31st December in each year similarly certified showing the net profits estimated as aforesaid earned by the Lessees during such year from the working of any minerals and precious stones other than soda and other similar deposits.

Books of account and A/P

Certificate to be binding on Lessees

8. The Certificate of such Auditor or Auditors as to the figures shown in any such account shall be binding and conclusive on the Lessees.

9. The Lessees will give to British vessels under equal conditions the preference in arranging for the carriage of their goods.

Lessee supply British vessels when ships available

Lessees to
work
continuously.

10. The Lessees will use their best endeavours unless prevented by fire or unavoidable accident or circumstances over which they have no control or especially referred to in Clause 33 hereof *bona fide* continuously and vigorously to work the said deposits so as to work and despatch by railway at least 250,000 tons of raw soda soda soda products ^{and} _{or} manufactured soda in every period of five years of the said term from the commencement of the Lessees' operations hereunder and they will not subject as hereinafter provided at any time during the said term enter into any contract or arrangement with third parties which would restrict the output of the goods being the produce of the said deposits to a smaller quantity than 100,000 tons per annum.

Provided always that nothing herein contained shall prevent the Lessees from entering into any such contract or arrangement if they do not bind themselves to market less than 100,000 tons of raw soda soda soda products ^{and} _{or} manufactured soda per annum provided that if such contract or arrangement provides that the Lessees during any one year shall market a smaller quantity of such goods than the maximum quantity which for such year the Uganda Railway Administration is under obligation to carry the Lessees will pay to the Uganda Railway Administration (i) an amount equal to 5 per cent. being 3 per cent. in respect of loss of profit and 2 per cent. in respect of amortisation on the cost of such portion of the rolling stock of the Uganda Railway Administration as should have been expressly constructed for the carriage of such goods of the Lessees and as should on account of the despatch of such smaller quantity be unemployed during such year and (ii) an amount equal to all such expenditure as the Uganda Railway Administration may incur on account of any reduction of their staff rendered necessary by such shortage as aforesaid who may be employed on temporary Agreements.

Provided that the Royalty payable to the Government on raw soda soda soda products and manufactured soda despatched in pursuance of this Clause shall not be less than the Royalty which the Government would have been entitled to if at least the aforesaid 250,000 tons of soda soda products or soda contained in manufactured soda referred to in Sub-section (ii) of Clause 4 of these Presents had been despatched.

Provided further that subject to the Lessees despatching by Railway as aforesaid at least 250,000 tons of raw soda soda soda products ^{and} _{or} manufactured soda and not entering into any Contract or arrangement with third parties which would restrict the output of the goods being the produce of the said deposits to a smaller quantity than 100,000 tons per annum nothing herein contained shall be deemed in any way to restrict or interfere with the general management of the business of the Lessees or to impose upon them any obligation to temporarily or continuously use any works or facilities further or otherwise than they may in their sole discretion see fit.

11. For the purposes of these presents the operations of the Lessees shall be deemed to have begun 12 months after the completion of the railway to be constructed under the said Contract (herein referred to as the said Railway) from the main line of the Uganda Railway near Lake Magadi and the Contractors' port. Provided that at any date after the completion of the said Railway the Lessees shall be at liberty to give six months' notice to the Uganda Railway Administration of an earlier commencement of operations and the expiration of such notice shall then be the date on which the operations of the Lessees shall be deemed to have begun.

Date when
operations
deemed to
have begun.

12. It is hereby agreed that no land within a quarter of a mile on either side of the said Railway 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 any such land on the same or similar terms and conditions as those on which the Government may be willing to dispose of the same to any other person persons or corporation.

Option to
lease land
within
quarter mile
of Railway.

13. 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 Protectorate provided always that such Ordinance shall not impose upon the Lessees an export duty on raw soda soda soda products ^{and} _{or} manufactured soda and in addition thereto the Lessees shall in the construction of any of the 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 interfere with public and private conveniences and rights as little as possible and shall take all

As to later
interference
with
public or
private rights.

such precautions and provide and maintain all such temporary and permanent accommodation works as may 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 or private rights or property and 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 the works or the use of any plant engines or other appliances in connection therewith and if the Government shall by reason of the default of the Lessees be compelled to make any payment in respect of such damages claims or losses the Government may recover such amount from the Lessees provided that this Clause shall not extend to any accidents damages claims or losses which may occur or be incurred or claimed in or by reason of the working of any railway by the Uganda Railway Administration unless the same have arisen from some neglect or default of the Lessees.

Office to be provided for service of notices

14. 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 by the Government may be left or addressed.

Power to Government to erect telegraphs and telephones

15. The Government may at any time cause a line or lines of electric telegraph or telephones to be constructed along or over any part or parts of the demised premises for the use of the Government and for that purpose may from time to time enter upon and occupy so much of the lands of the Lessees as may be necessary for the purpose without making any compensation therefor but making good all damage done and so constructing and using the said telegraphs and telephones as not to interfere either in the construction or user thereof with the efficient working of any of the Lessees' operations hereunder and such telegraphs and telephones may be used by the Government or their nominees for the purpose of transmitting messages by any system or invention now or at any time hereafter in use.

Police during construction

16. The Government will provide and maintain at the cost exclusively of the Lessees such a force of police beyond the ordinary police establishment for the time being maintained in the neighbourhood as with the approval of the Government shall from time to time be required for the protection of so much of the Lessees' works and the

officers and workmen of the Lessees as shall for the time being be considered necessary. The cost of providing and maintaining such police shall be taken to be such as from time to time stated by the Government and shall be paid from time to time by the Lessees to the Government on demand.

17. 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 natives or native or permit or suffer any of its employees to make any such sale gift barter or other disposition.

No arms or ammunition to be sold to natives

18. 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 soda from the demised premises for their own purposes. And any lands which the Government shall from time to time think proper to reserve or allocate for native encampments or similar purposes for the time being shall be excepted and reserved out of the demise hereby made provided that such land be not already occupied by any of the Lessees works or operations or be required for their subsequent development or expansion.

Natives

19. The Lessees shall not at any time during the continuance of this Lease sell give or barter any spirituous liquors to any natives or 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 liquors into the Protectorate or any part thereof otherwise than for the use of the European agents or employees of the Lessees and upon and subject to such rules as may from time to time be made by the Governor.

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

20. 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 under the circumstances such proportion in case of difference to be settled by the Governor.

As to liability for sanitary works

Hotels or other accommodations hospitals and medicines for use of natives to be provided.

21. The Lessees shall also provide at or near the site of the 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.

Government as to use of demised premises and buildings thereon.

22. The Lessees will during the said term observe the following provisions —

(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 them access with their servants and animals to any river stream or lake upon the demised premises outside of the Lessees' Works

To know of

23. The Lessees will at the expiration or sooner determination of the said term 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 all respects in such state and condition as shall be consistent with the due performance and observance of the provisions herein contained and in proper order for the future working and prosecution of the deposits hereby demised and the works to be carried on by them under these presents

License and to be assigned etc. with consent of Crown Agents.

24. The Lessees shall not assign lease or otherwise dispose of the benefit of this Lease without the previous consent in writing of the Crown Agents but such consent shall not be unreasonably withheld

Provided that any Lessee or assignee shall if the Crown Agents or the Government so require execute these presents or a duplicate thereof or such other deed or document as shall be necessary to render such Lessee or assignee liable under the covenants on the part of the Lessees herein contained.

25. The Government shall have the same rights and remedies against any such assignee and such assignee shall have the same rights and remedies against the Government as would have been the case if such assignee had been a party hereto instead of the Lessees. Provided that on any such assignment to such Company being made and on such Company becoming liable to such covenants the Lessees shall forthwith cease to be personally liable under any of the Covenants or obligations of these presents.

Government to have same rights against assignee as against Lessees.

26. 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.

Notice by Crown Agents

27. 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 shall be and remain British in constitution and character registered in Great Britain or in a British Colony and having its principal place of business within His Majesty's dominions and the Chairman of the Company and at least four-fifths in number of the Directors shall at all times be and remain British subjects.

Assignee to be British.

In this clause the expression "a foreigner" means any person who is not a British subject. In the event of any alteration being made in the Memorandum or Articles of Association or constitution of such Company previous 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 principles that the Company shall be and remain a British Company under British control may refuse their consent to such alteration. If and whenever any such alteration shall be made without the written consent of the Crown Agents or if the Company shall at any time cease to be a British Company or if at least four-fifths in number of the Directors shall not be British subjects or shall assign any of the licenses leases contracts powers or privileges granted to them without the previous consent in writing of the Crown Agents which consent shall not be unreasonably withheld the Crown Agents may thereupon cancel and determine all the licenses leases contracts powers or privileges granted to the Company without making any compensation to the Company.

28. The Crown Agents hereby covenant with the Lessees that the Lessees paying the royalties hereby reserved and observing and

Government for quiet enjoyment

performing the covenants and conditions herein contained and on its 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.

Provision for
re-entry

29. PROVIDED ALWAYS AND IT IS HEREBY DECLARED that if and whenever the said royalties hereby reserved or made payable or any part thereof 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 in case the Lessees or any of them being a person or persons should become bankrupt insolvent or compound with or make any assignment for the benefit of his or their creditors or if a Receiver of the Lessees undertaking or any part thereof shall be appointed by any Court of competent jurisdiction or being a company if an Order shall be made or an effective resolution passed for winding up (except with the consent in writing of the Government for the purpose of reconstruction only) 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 into and upon the demised premises or any part 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 and the liberties hereinbefore granted shall cease and determine but without prejudice to any right of action which may have accrued to the Crown Agents or the Government in respect of any breach 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 on 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 of
officers of the
Government
not to be
personally
liable

30. No member or officer of the Government 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 the acts matters or things which are hereby made obligatory on the Government

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

Certificate of
the Governor

32. 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 with such persons and at such convenient places as the Lessees shall from time to time appoint in the Protectorate (which appointments the Lessees hereby undertake to make) or being such appointments at the address above mentioned or other the registered address of the Lessees for the time being in England or at their principal or last known place of business in the Protectorate.

Notices
to be given to
Lessees

33. 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 hereunder 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 this Lease 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 extraordinary or unforeseen circumstances 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.

Force
 majeure

34. 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

Provision for
Arbitration.

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 hereunder 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 three arbitrators one to be appointed by each party to the reference and the third by the two arbitrators so appointed or (if such two arbitrators fail for one month after their appointment to appoint such third arbitrator) by His Majesty's Secretary of State for the Colonies for the time being. The decision of such umpire or arbitrators or of any two of such 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.

35. 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.

36. 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.

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

May inspect books and accounts and examine on oath.

38. 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.

And provide for costs.

39. The Lessees will on the execution of these presents pay to the Crown Agents all costs charges and expenses incurred by the Crown Agents in or about the negotiation preparation approval printing and execution of these presents.

Costs of preparation of Lease and relating to formation of a Company.

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

Marginal notes not to affect construction.

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

Signed, sealed and delivered by the
above-named REGINALD LAURENCE
ANTROBUS, MAURICE ALEXANDER
CAMERON and WILLIAM HEPPORTH
MIRCEA in the presence of

The Common Seal of THE MAGADI SODA
COMPANY, LIMITED, was hereunto
affixed pursuant to a resolution of
the Board of Directors in the
presence of

Directors.

Secretary.

CA. 9075:11

EAL

28

~~SAL~~

261

29 March 1911

DRAFT

Genl. - Sir

I am directed by Mr. Secy.

W. Brown Agents.

Harcourt to ask the receipt

MINUTE.

Mr. Penning 27₃

Mr. Butler 27 f 3

Mr. Fiddes

Mr. Just.

Mr. Cox.

Sir C. Lucas.

Col. Seely.

Mr. Harcourt.

of your ltr. of the 18th of

March (^{See} EAL 31) & to inform

you that he concurs in the

terms of the Contract and

lease which it is proposed to

grant to the Magadi Soda Comp^y

the drafts of which were submitted

with you to ^{reple} ~~sett~~

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09c

(2) 9 2 1/2