

EAST AER. PROT

24775

REC'D
MAY 29 1915

24775

Letter transitory
Handed

8 African States Ltd.

1915

28 May

Co. Solicitors. ... that they cannot finally approve
draft leases pending discussion of certain points
with Mr. J. P. Owen Thomas. Both Co. & Solicitors are
agreeable that Order of 1902 is in force. The leases, I
suggest that document should be dated before I find
in order to make this clear.

Last previous Paper

21820
2255

T. A. Thompson.
Mr. Read.

As an interval of 13 days was lost between
the board meeting arranged for the 6th &
19th of May owing to the necessity for
further communication with the Govt., we
cannot complain of this delay.

I agree that the leases may be
undisturbed to (say) May 31st, withstanding
that they are agreed upon within a
reasonable time after stated date.

W.S. 8/15/15

? as proposed
C.B. 21/5/15

at once
A. J. R.
3/2/15

Rec'd 1 June 6
Copy comm. for Sec. 23 July 1915

Next subsequent Paper

8/26/16

~~g. H. Jones~~

302

3 & 4, GREAT WINCHESTER STREET,
LONDON, E.C.

May 28th 1915.

24775
REC'D
MAY 29 1915

Sir,

EAST AFRICA PROTECTORS

4
21820

With reference to your letter of the 14th instant we have to inform you that we have been continually pressing the Solicitors for the East African Estates Limited to return the drafts approved in order that the documents might be executed before the 1st June, and they have to-day called upon us and discussed certain amendments with us. They have never state that they cannot finally approve the drafts until they have had an opportunity of discussing certain points arising thereon with Brigadier General Cecil Rhodes, and that they hope to be able to do so on Tuesday next at a Board Meeting of the Company.

The Solicitors for the Company were of the opinion that the Leases should operate under the Cape Lease Ordinance 1902, and they state that it is also the intention of the Company that this Ordinance should govern the Leases, and with this in view they have suggested that it is impossible for the documents to be executed before the 1st

June they should at all events be dated at some date prior to the 1st June to make it quite clear that the Crown Lands Ordinance 1902 is to apply.

We are, Sir,

Your obedient Servants,

J. W. D. Kennedy

The Under Secretary of State for the Colonies.

EAST AFRICA PROTECTORATE.

Lease

OF

LANDS SITUATE AT LIMURU IN THE EAST AFRICA
PROTECTORATE.

DATED

1915.

SUTTON, OMMANNEY & RENDALL,

8 & 4, Great Winchester Street,

London, E.C.

East Africa Protectorate.

This Indenture made the dt of 1915

Between SIR REGINALD LAURENCE ANTROBUS
K.C.M.G. C.B. MAJOR SIR MAURICE ALEXANDER CAMERON
K.C.M.G. late of His Majesty's Corps of Royal Engineers and
SIR WILLIAM HEPWORTH MERCER K.C.M.G. all of
Whitehall Gardens in the City of Westminster the Crown Agents
for the Colonies (hereinafter referred to as the "Crown Agents"
which expression shall include where the context so admits the
Crown Agents for the Colonies for the time being or their
successors in title) acting for and on behalf of THE GOVERNOR OF
THE EAST AFRICA PROTECTORATE (hereinafter referred to as "the
Governor") of the one part and the EAST AFRICAN ESTATES
LIMITED a Company incorporated pursuant to the law of
England and having its Registered Office at Carlton House
Regent Street in the County of London (hereinafter referred to
as "the Lessees" which expression shall include where the
context so admits their successors and permitted assigns) of the
other part.

Whereas the Lessees have up to the date of these presents
performed all their obligations under a former Lease dated the
20th day of April 1910 and made between the Crown Agents of
the one part and the Lessees of the other part in respect of the
premises hereby demised and in respect of the building and construction
of a bacon factory therein mentioned.

Grant.

1. **Note this Indenture witnesseth** that in consideration of the surrender of the said former Lease of the hereditaments hereby demised and other hereditaments dated the 20th day of April 1916 and of the rent and reservations hereinafter reserved and of the covenants by the Lessees hereinafter contained the Crown Agents hereby demise unto the Lessees All and singular the lands hereditaments and property situate in the Protectorate more particularly described in the Schedule hereto.

Exceptions
and reser-
vations.

2. Except and reserving out of the demise hereby made First : All and singular the mines minerals mineral oil and precious stones within or under the demised premises together with full liberty and power to work and get the same and such other rights and privileges over or in respect of the demised premises as are in these presents reserved and contained And Secondly : The waters of any river or lake And except and reserving unto the Crown Agents and the Governor full liberty and right to use the said excepted waters or any of them or any other waters which may be or be found in or about the demised premises for the supply of water or power for any Government purpose and for this purpose to dig or sink such wells and bore-holes and to divert stop or dam such streams or watercourses and to make and maintain such watercourses culverts lines of pipes drains or reservoirs in or through the demised premises as the Crown Agents or the Governor may think desirable And also reserving liberty as aforesaid from time to time with workmen and others to enter on the demised premises and to repair renew cleanse enlarge and extend the said wells bore-holes watercourses culverts pipes drains and reservoirs And it is hereby agreed that no compensation shall be payable to the Lessees in respect of the liberties and privileges hereby excepted and reserved or in respect of any damage arising from the exercise thereof save that the Lessees shall be entitled to such compensation for damage caused by the exercise of the said liberties and privileges to any irrigation works actually constructed by the Lessee and to any part of the demised premises irrigated by means of such works as in case of difference shall be fixed by ~~some person to be appointed by the Governor for that purpose and the decision of such person shall be final~~ ^{arbitrators as herein provided} TO HOLD the said lands hereditaments and premises (except as aforesaid) unto the Lessees for the term of 99 years to be computed from the 9th day of October 1908.

Term of
Lease.

Leas.

§. YIELDING AND PAYING thereof the yearly rent of £8 6s. 8d. such payment of rent to be payable in advance and made on the 1st day of January in every year.

4. The provisions of these presents and the rights and interests of the Lessees thereunder shall be subject in all respects to the Ordinances Orders Enactments Rules and Regulations which now are or may from time to time hereafter be in force in the Protectorate with respect to the tenure or occupation of lands or the production collection or exportation of timber or other produce and the Lessees will during the continuance of the said term duly comply with all such Ordinances Orders Enactments Rules and Regulations And in particular will perform and observe fulfil and comply with all the covenants clauses and provisions relating to Leases to compensation and the general provisions implied on the part of the Lessees by the Crown Lands Ordinance 1902 or all such covenants clauses and provisions as would be implied on their part if these presents were a Lease under such Ordinance in like manner as if the said covenants clauses and provisions were set forth in these presents. Furthermore these presents shall operate and take effect as a Lease under the said Ordinance for the special purposes hereinafter mentioned under the said Ordinance within the meaning of the said Ordinance and the covenants on the part of the Governor to be by the said Ordinance implied shall take effect as covenants by the Crown Agents on behalf of the Governor

To observe Ordinance No and its particular covenants implied by Crown Lands Ordinance 1902.

5. Subject to the provisions of these presents the Lessees shall work and use the said demised premises for the breeding raising and rearing of swine and other cattle. Provided always that the Lessees shall be subject to the provisions of these presents and for the purpose of and in the course of such work and use have power to do all or any of the following things to wit to say:

Purposes for which the lands may be used.

- (i) To breed raise and keep swine and other cattle previously approved in writing by the Governor.
- (ii) To establish and maintain upon the demised premises a suitable Bacon Factory with all proper machinery and appliances.
- (iii) To plant grow cultivate and crop in accordance with the provisions of these presents cereal leguminous or other crops to be used as fodder or litter for the said swine or other animals.
- (iv) Subject to the consent of the Governor to utilise for the purposes of the demised premises or any produce thereof for motive power irrigation and for all domestic purposes the waters of any lake or river within the demised premises and to take use and enjoy such quantity of the water of any such lake or river as the Governor shall from time to time in writing define and to return to the same lake or river any surplus thereof subject nevertheless to Clauses 8 and 9 of these presents and to

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

- (v.) To make erect alter and maintain any railways tramways roads paths dams waterways irrigation works buildings plant machinery and other works which may be necessary or expedient for the purposes of any operations authorised under or by virtue of these presents and which shall have been previously approved in writing by the Governor.
- (vi.) To get from such parts of the demised premises as shall have been previously approved by the Governor such stone clay (except china clay) sand and gravel as may be required for the purposes of any such railways tramways or roads buildings or works as aforesaid.
- (vii.) To carry out and do in or upon the demised premises any other operations acts and things which may in the opinion of the Governor be incidental or subsidiary to any of the operations heretofore expressly authorised and which shall have been previously approved in writing by him.

The Lessees shall also subject to the provisions of these presents but without being restricted to the purpose and course of such working and near as aforesaid have power to do any of the following acts and things that is to say :—

- (viii.) To exercise and enjoy all rights with regard to timber upon the demised premises subject nevertheless to the provisions of the Crown Lands Ordinance 1902 and any other Ordinances Orders Enactments Rules and Regulations in that behalf for the time being in force in the Protectorate.
- (ix.) To erect alter and maintain upon the demised premises buildings for any purpose whatsoever subject nevertheless to the previous approval in writing of the Governor.

Not to use
lands for
unauthorised
purposes.

6. The Lessees will not at any time during the said term use the demised premises for any purposes not authorised under or by virtue of these presents and in particular and without prejudice to the generality of the preceding provisions the Lessees will not at any time get or remove from the demised premises any precious stones or any ores or minerals or mineral oil except such stone clay sand and gravel as are hereinbefore authorised to be gotten by the Lessees.

7. The Lessees will not at any time during the said term without the previous consent in writing of the Governor occupy or otherwise interfere with any lands which shall for the time being be occupied or cultivated by any natives or in which natives have rights and the Lessees will conduct all their operations under these presents in such a way as to cause the least possible annoyance to or interference with any natives.

Not to interfere with lands occupied by or reserved for natives.

8. The Lessees will keep so much of the demised premises as shall be occupied by them and all buildings erected or to be erected thereon in a proper sanitary condition and will not foul any river spring or watercourse in or upon the demised premises ~~and will not without the previous consent in writing of the Governor divert dam obstruct or otherwise interfere with any river spring or watercourse in or upon the demised premises~~ and will at all times during the said term permit all natives and other persons to have access to and use for all such purposes as in the opinion of the Governor may be reasonable any dam reservoir or other water in or upon the demised premises.

Sanitary provisions and against fouling or interfering with water.

9. In case the Lessees shall during the continuance of the said term find it necessary or desirable to carry out or prosecute any works or operations for the improvement of or for utilising any lake river or stream for motive power or irrigation they will give to the Governor due notice of their intention to carry out such works or operations together with such details drawings plans and sections of the proposed works as may explain the same or he may require. And the Lessees will not proceed with or execute any such works or operations unless and until the same shall have been approved by the Governor in writing and in case the same shall be approved will carry out and exercise such works and operations subject in all respects to the directions of the Governor and under the supervision of such person or persons as he may appoint for that purpose and to his approval and satisfaction.

As to improvement or use of lakes and rivers.

10. ~~The Lessees will at all times during the said term maintain and keep the Bacon Factory erected in accordance with provisions of the said lease dated the 20th day of April 1918 together with all machinery appliances outbuildings offices roads tramways and other means of access and all additions and improvements thereto in good and substantial repair and condition and will on the determination by any means of the said term deliver up the same to the Governor in the state of order and condition in which the same ought to be under these presents.~~

Lessees to maintain and keep Bacon factory in repair.

11. The Lessees will ~~subject to the provisions of Clause 10 hereof~~ during the last 20 years of the said term keep in good and substantial repair and condition all buildings roads tramways and railways which shall be in existence upon the demised premises at any time within

To keep in repair and deliver up possession.

such period of 10 years and the Lessees will on the determination by any means of the said term deliver up to the Governor the demised premises and (subject to the provisions in these presents contained) all buildings roads tramways railways and machinery thereon in the state of order and condition in which the same ought to be under these presents.

Not to assign
&c. without
consent.

¹² 12. The Lessees will not assign underlet or part with the possession of the demised premises or any part thereof without the consent in writing of the Governor or the Crown Agents previously obtained who may (without prejudice to his or their right to refuse such consent on any other ground) require as a condition of giving such consent the assignee or assignees at his or their expense to execute a deed of covenant to observe and perform the covenants and conditions on the part of the Lessees in these presents contained or such other document as the Governor or the Crown Agents may require for rendering such assignee or assignees liable to perform and observe the said covenants and conditions in like manner as though he or they had been parties to these presents in place of the Lessees or as nearly so as circumstances will admit.

To keep agent
on property.

¹³ 13. The Lessees will provide at their own expense a competent and suitable agent or representative resident upon the demised premises

to whom all notices and directions under these presents may be given *and the Lessees shall*

No arms or
ammunition
to be sold.

¹⁴ 14. The Lessees will not at any time during the continuance of the said term sell give barter or otherwise dispose of any arms or ammunition of any description to any native or natives or permit or suffer their agents or employees or any of them to make any such sale gift barter or other disposition.

No spirituous
liquors to be
sold to
natives.

¹⁵ 15. The Lessees will not at any time during the continuance of the said term sell give barter or otherwise dispose of any spirituous liquors to any native or natives or permit or suffer their agents or employees or any of them to make any such sale gift barter or disposition. And the Lessees their agents and employees will not import or authorise the importation of any spirituous liquors into the Protectorate or any part thereof otherwise than for the use of European agents or employees of the Lessees and subject to such provisions as may for the time being in force in the Protectorate in respect of such spirituous liquors and the importation thereof.

Lessees to be
British
Company.

¹⁶ 16. The Lessees will always be and remain a British Company and shall have their principal office in Great Britain and (except with the express permission of the Crown Agents or the Governor in any particular case) the Lessees principal representative in the Colony and all the Directors of the Lessees Company shall always be either

natural born British subjects or persons who shall have been naturalised as British subjects by or under an Imperial Act of Parliament or some Statute or Ordinance of some British Colony or Dependency.

17. If the Lessees shall at any time during the said term abandon or totally cease to occupy the demised premises or shall fail to comply with the provisions of Clauses 10 and 11 hereof then the Governor shall be at liberty (without prejudice to any other rights or powers under these presents to which he may be entitled) to re-enter upon the demised premises or any portions thereof in the name of the whole and thereupon all rights and privileges conceded to the Lessees by virtue of these presents shall cease and determine.

Proviso for re-entry in case of abandonment etc.

18. The Lessees having paid the several rents and moneys payable by them under these presents and observed and performed the covenants and conditions on the part of the Lessees herein contained shall be at liberty at the expiration or sooner determination of the said term or within two calendar months thereafter to remove from the demised premises their fixed and moveable machinery plant and appliances which the Governor shall not have elected to purchase under the provisions of these presents other than station buildings goods sheds platforms bridges culverts and other permanent buildings or works and the permanent way of railways and tramways (including in the expression permanent way the rails sleepers turntables telegraph and signal posts and the lines and signals thereof). Provided always the Lessees shall make reasonable compensation for all damage done to the demised premises by such removal.

Lessees to have power to remove plant &c.

19. If at the expiration or sooner determination of the said term the Governor shall desire to purchase all or any of the fixed and moveable machinery plant or appliances of the Lessees in or about the demised premises other than such part or parts thereof as is or are excepted in Clause 18 hereof and shall give to the Lessees notice in writing of such desire at or before the expiration or sooner determination of the said term or within one calendar month after the expiration or determination of the same then the machinery plant or appliances specified in such notice shall not be removed by the Lessees from the demised premises but the Lessees shall sell and the Governor or his nominees shall purchase the machinery plant and appliances so specified at a price to be fixed in case the parties differ by arbitration under the provisions hereinafter contained.

Power to Governor to purchase plant &c.

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

Lessees to furnish information.

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

Power to Governor to work minerals.

27-27 Notwithstanding anything herein or in the said Ordinances contained the Governor may from time to time authorize any person or persons or corporation to prospect search for and to work and make merchantable and take away any minerals (including china clay and mineral oil) ores or precious stones in and upon the demised premises or any part thereof and to open any mines and to construct sink and maintain in or upon the same or any part thereof all such shafts pits buildings plant machinery works and other conveniences and to carry on in or upon the demised premises or any part thereof all such mining smelting and other operations as may be necessary or expedient for any such purpose as aforesaid but only upon the terms that the said person or persons or corporation shall pay to the Lessees such compensation for any injuries caused to the Lessees or their property by any such acts and operations as aforesaid as in case of difference shall be fixed by arbitration under the provisions hereinafter contained.

Saving customary rights of natives.

28-28 Notwithstanding anything herein contained all natives shall be entitled to exercise on or over any part of the demised premises which in the opinion of the Governor shall for the time being not be actually under cultivation by the Lessees all such rights of collecting firewood hunting taking and snaring fish and game and such other customary rights as in the opinion of the Governor may have been heretofore exercised by natives on or over the demised premises or any part thereof and the demise made by these presents and the interest of the Lessees thereunder shall be subject to all such rights.

Receipt of rent not to waive breach of covenant.

29-29 The receipt of any rent or other moneys by or on the part of the Crown Agents or of the Governor shall not be or be construed as a waiver of any antecedent or then subsisting breach of any of the covenants or agreements on the part of the Lessees herein contained or implied or of any rights or remedies of the Crown Agents or of the Governor by virtue of or in connection with any such breach.

Power to Crown Agents to delegate or transfer powers.

30-30 The Crown Agents may from time to time delegate to any person persons or corporation all or any of the powers or discretions by these presents vested in or given or reserved to the Crown Agents or may by writing under their hands transfer to any other person persons or corporation all or any of the powers or discretions given to or vested in the Governor by these presents and such delegation or transfer may be made to take effect for a fixed or determinable period or till further order by the Crown Agents and with and subject to such authorities and limitations or absolutely and in all respects in such manner as the Crown Agents shall from time to time determine.

25. ~~24~~ Any notice to be given under these presents or relating to the demised premises may in addition to any other method for the time being authorised for serving the same be given to the Lessees by leaving the same at their registered office for the time being in England or with their agent or representative for the time being ^{on the demised premises} ~~or by leaving the same for the Lessees at any office or building on the demised premises~~ and any notice so left shall be deemed to have been given at the time when it was so left.

Notice.

26. ~~25~~ Every notice or other document to be made or executed on behalf of the Crown Agents under these presents or relating to the demised premises shall be sufficiently made and executed if made or executed by one of the Crown Agents and every such notice or document to be made or executed on behalf of the Governor shall be sufficiently made or executed if made or executed by the Governor for the time being.

As to notices by Crown Agents and Governor.

27. ~~26~~ Nothing herein contained shall impose any personal liability on the Crown Agents or the Governor or any person persons or corporation acting under the authority of the Crown Agents or the Governor.

Crown Agents and Governor not to be personally liable.

28. ~~27~~ Any and every dispute difference or question which may at any time arise between the Crown Agents or the Governor on the one hand and the Lessees or any person persons or corporation claiming through or under the Lessees on the other hand touching the construction meaning and effect of these presents or of any Award made in pursuance hereof or any clause or thing contained herein or in any such Award as aforesaid or the rights or liabilities of the Crown Agents or the Governor or the Lessees or any such person or corporation as aforesaid shall (except in any case where the same is under any provision herein contained to be otherwise settled) be referred to arbitration as provided for in the Arbitration Ordinance 1913 or any Ordinance or Law amending or replacing the same for the time being in force.

Arbitration.

29. ~~28~~ The Lessees shall on the execution of this Lease pay to the Crown Agents the sum payable by the Crown Agents to their Solicitors for and in respect of their costs charges and expenses in and about the negotiation preparation printing and approval of this Lease.

Costs.

30. ~~29~~ And it is hereby agreed and declared that the marginal notes to these presents are intended for purposes of reference only and shall not be taken into consideration in ascertaining the construction of these presents or any clause or provision thereof.

Marginal notes.

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

The Schedule hereinbefore referred to.

A piece of land situate at Limuru in the East Africa Protectorate aforesaid containing an area not exceeding 2,000 acres which said premises are more particularly delineated and described in the plan annexed to these presents and thereon coloured yellow subject as hereinbefore provided.

S 24775/1915

Est. 2

315

JUN 1

1 June 1915

DRAFT

no Sutton
Mansel & Rendall.

add attached
div 261-16

Gentlemen,

I am directed by Mr Secretary
~~Pomeroy~~
~~Lawson~~ to acknowledge the
receipt of your letter of
the 28th of May
and to inform you that
if an undue delay occurs in
the approval of the
to creation of the
leases to the East

MINUTE

- Mr Harper 1/6/15
- Mr Bottomley 1/6/15 fs
- Mr
- Mr
- Mr G. T. Dales
- Mr H. Just
- Mr J. Anderson
- Mr J. Mansel
- Mr Mansel

African Estates Ltd.
be approved of them -
being antedated to

say the 31st of May,
in order that there may be
supposing that they are
so that they are
agreed upon within a
period by the provisions
reasonable time after that
of the E.A.P. (Crown Lands
date.

Copy for 500 23rd July 1915

Dec 21 1902

(Signed) H. J. BENTON