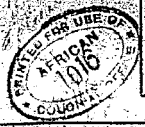


EAST AFR. PROT

25180

REC^d
REC^d 10 JUL 14



25180

Governor
Balfield Tel. 234

EAST AFRICA SYNDICATE'S CONCESSION
SUPPLEMENTARY AGREEMENT

1914

9th July

States that subject to certain observations
is prepared to accept agreement as outlined in C.O.
telegram of 18th June.

Last previous Paper:
24942

Mr. Reid

I now submit drafts
on the lines agreed by us
this morning.

I do not understand
about the verification of
Block A. See Mr. Astbury's
outline on 25/7/14. Perhaps
you can say as to this.

C. 14.7.14

S. J. Fidler

With regard to Block "A"
of the new S.F.
The plan is supposed to
illustrate Block "A" precisely
(not generally) + it should

to the Syndicate 17 Aug 14
Mr. Reid's copy presented 20 Aug 14

Redn

102

therefore be defined with refer- to
geographical features none of which
are at present shown on the
Map beneath

H. J. R.

15 Jan 1874

25180

REC^d
10 JUL 14

Telegram from the Governor of the East Africa Protectorate, to
the Secretary of State for the Colonies.

(Received, Colonial Office, 7.5 p.m. 9th July, 1914.)



3695

No. 234. July 9th.

Your telegram 18th June, East Africa Syndicate.

I am prepared to accept supplementary agreement as
therein outlined subject to following observations:-
(1) that all rights shall terminate at end of original
period 25 years and that no extension of term be
conceded; (2) that provision be retained empowering
reference to Director of Agriculture and Governor in
the event of dispute or difference between land
officer and manager.

BELFIELD.

Box
1914

EASTERN TELEGRAPH COMPANY LIMITED.

LONDON STATIONS

1. QUEEN'S ROOM 42. PARLIAMENT STREET.	ELECTRA HOUSE 1. UNSBURY FAVENHENT, E.C. 4 17. OLD BROAD STREET, E.C. 4 3. LEADENHALL STREET, E.C. 3 29. FINCHING LANE, E.C. 2 MARKET 4. MARK LANE E.C. 4 DOCK	3252. Wally 4-line 3032. Wally 407 Avenue 42 A.	37. HOLLORN VIADUCT 450. STRAND W.C. 11. A. PARLIAMEN FOREIGN AUCTION HALL - CONVENT ST. W.C. THE BALTIC, ST. MARK AVE, E.C. 4 6. DENMAR STREET	1011. Holborn RECEIVED 10/10/14 29/10/14 2942. Holb.
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41, & 42, PARLIAMENT ST., S.W. 11

The following TELEGRAM RECEIVED at

From Nairobi via Eastern
 Foreign No. 3 No. of Words 54 Dated 9 Time 3 1/2 pm

C. Capelin

July 29th you let us know of Africa
July 29th to return at home
indicate request to accept supplementary

consent Herein outlined
subject to following obvious
provision that all rights
will terminate at end of original

period twenty five years also
no extension term be conceded
provision second that provision
be retained empowering reference

REPLIES SHOULD BE ORDERED via Eastern

Letters words and signs OFFICIALLY registered. See Blue Book.
 No person is permitted to without the production of this copy.

EASTERN TELEGRAPH COMPANY, LIMITED.

LONDON STATIONS

ISSUED FROM
42, PARLIAMENT
STREET.

ELECTRA HOUSE
FINSBURY PAYMENT, E.C. (3632 Wall) 4 lines
11, OLD BROAD STREET, E.C. (3632 Wall)
3, LEADENHALL STREET, E.C.
29, MINCHINGLANE, E.C. MARKET (351 Avenue)
26, MARK LANE, E.C. (352 Avenue) BLDGS

HOLBORN VIADUCT, E.C. (174 Holborn)
449, STRAND, W.C. (228 Gerrard)
41 & 42, PARLIAMENT STREET, S.W. (2516 Gerrard)
FOREIGN AUCTION HALL - COVENT GARDEN, W.C.
THE BYLES BUILDINGS, E.C. (1408 Avenue)
8, DENMARK STREET, BOROUGH, S.E. (2942 Hop)

-9 JUL 1914 19

41, & 42, PARLIAMENT ST., S.W.

The following TELEGRAM Received at

From _____ via "Eastern"
Parcels No. _____ No. of Words _____ Dated _____ Time _____

H. Casapellier

*Director of Agriculture
desire and Governor in the interest of
dispute or difference between land
owner and manager
Hillfield*

REPLIES SHOULD BE ORDERED *Via Eastern*

Doubtful words should be OFFICIALLY repeated. See Rate Book.
An inquiry respecting this Telegram can be attended to without the production of this Copy.

25180

528

Gov 25180-1081

17

*acct. attached
Inv'd 28/102*

Downing Street.

17 July 1914.



4654

DRAFT

The Secretary to the
East Africa Syndicate, Limited.

MINUTE.

Sir,

- Mr. Feinspan 14.7.14
- Mr. Reid 15
- Sir G. Fiddes 15
- Sir H. Just.
- Sir J. Anderson 15
- Lord Emmott.
- Mr. Harcourt.

With reference to your letter

of the 19th of November, 1913, and
subsequent interviews between Colonel
Villiers and members of this Department.

I am directed by Mr. Secretary Harcourt
to inform you that he has been in commu-
nication with the Governor of the East
Africa Protectorate and that he is
prepared to agree to a supplementary
agreement on the following terms, which I am
enclosing in the accompanying
draft.

(Sgt. Kermit)

Copy for 696 20/10/14

*copy of acct. + notes to
be aff. 17. 7*

I am &c...

for the Secretary

THIS INDENTURE made the ¹⁹~~1911~~ day of

BETWEEN - SIR REGINALD LAURENCE ANTROBUS
 K.O.M.G., C.B., MAURICE ALEXANDER CAMERON
 K. 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 (who and the
 Crown Agents for the Colonies for the time
 being are hereinafter referred to as "the
 Crown Agents") 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 AFRICA
 SYNDICATE LIMITED whose Registered Office
 is situate at No. 19 St. Swithin's Lane
 in the City of London (hereinafter referred
 to as "the Syndicate") of the other part.

13 July 1914
15
15
15
16.7.14

WHEREAS this indenture is supplemental to
 an Indenture of Lease dated the 12th day of July

1904 (hereinafter referred to as "the Principal Indenture") and made between Charles William Hobley the then Acting Commissioner for the East Africa Protectorate of the one part and the Syndicate of the other part whereby 500 square miles of land situate in the neighbourhood of Naivasha and Gilgal Stations on the Uganda Railway in the East Africa Protectorate were demised to the Syndicate for the term of 25 years from the date of the said Indenture at the yearly rent of a peppercorn if demanded during the first 7 years and of £500 during the remainder of the said term and subject to the covenants on the part of the Syndicate therein contained.

AND WHEREAS the parties hereto have agreed to modify the Principal Indenture in manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that

it is hereby agreed and declared as follows that is to say:

Property to be divided in the manner on the plan annexed to these presents.

1. The property the subject of the Principal Indenture shall be divided into two parts in manner indicated on the plan annexed to these presents.

Description of Block "A"

2. The area to the South west of the line drawn thereon approximately parallel to the Uganda Railway and at or about 6 miles therefrom as shown on the said plan such area being about 50,000 acres shown upon the said plan and thereon marked "A" is hereinafter referred to as Block "A" and such area is to include all the lands and buildings and the erections and materials thereon at present in use by the Syndicate their agents or their tenants or which may be required by the Syndicate for the provision of five farms at the

least, in accordance with the provision of the Principal Indenture.

Residue of land to be divided into six blocks and to be surveyed at the cost of the Government.

Syndicate

3. The residue of the said land the subject of the Principal Indenture forming approximately 270,000 acres and being to the North east of the line mentioned in the last clause shall forthwith be divided into six blocks of approximately equal areas and for the purpose of such division shall be surveyed at the cost of the Syndicate sufficiently accurately in the opinion of the Governor to enable the Syndicate to select one of the blocks but the division shall be carried out in such manner as will ensure that each block shall in the judgment of the Land Officer and the General Manager of the Syndicate include fair proportions of good medium and poor land.

4. Save

except as regards Block "A" the division into blocks shown on the said plan to illustrate method intended to be adopted and not the ultimate divisions.

4. Save as regards the said Block "A" the division into blocks shown on the said plan shall be taken only to illustrate generally the method intended to be adopted and shall not be taken as in any way defining the ultimate division of the land into the several blocks (other than Block "A") which divisions shall be decided by arrangement between the Land Officer and the General Manager of the Syndicate as herein provided without reference to the divisions on the said plan.

of freehold
blocks.

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

to select
at least
at least half a block
every 2 1/2 years.

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

to be sold in
prior.

(b) Subject to the provisions of clause (a) of this clause and of clause 5 thereof the Syndicate shall not

be entitled to select for sale any part of any of the said blocks as any part of any other block being more than half and

less than the whole of such block
not selected for sale
remains unsold.

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

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

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

(e) Sales shall be either by
public auction or private contract the
price ^{or} in the case of public auction
the upset price ^{to be} fixed by the Syndi-
cate but so that the price shall not
in the case of any lot be at a rate
less than 3s. 1¹/₂d. per acre. Sales
shall

shall be of surface rights only and shall not include exclusive rights to the waters of any river or lake.

(f) The sales shall be carried out on behalf of the Syndicate by the Government subject to such conditions of sale as may in the opinion of the Governor be necessary to carry out the provisions of this agreement.

(g) The conveyances shall be subject to and so far as circumstances will admit in the form prescribed by the law of the Protectorate for the time being regarding conveyances of Crown Lands and the Governor may either in the conveyance or by means of a preliminary contract, conditions of sale or otherwise, impose on the purchaser or purchasers any conditions and obligations whether positive or negative as to the occupation and development of the lands sold as the

Governor

Government to give
conveyances of lands
sold.

of conveyances,
conditions, &c., &c.,

Governor may think proper in order to
secure that the lands so to be sold
shall be properly used for purposes
approved by the Governor and shall not
be used for speculative purposes. And
the Governor shall be at liberty from
time to time to vary or modify such
obligations and conditions.

(h) The purchase money of each
lot shall be divided as follows:- An
amount equal to Rs. 100 per acre of the
lot shall belong to and be retained by
the Government and the remainder shall
belong and be paid to the Syndicate.

(i) Notwithstanding anything here-
inbefore contained the Syndicate may at
any time with the consent of the
Governor (such consent not to be un-
reasonably withheld) offer for sale by
the Government any part not being less
than

Division of purchase
money between Govern-
ment and Syndicate.

Syndicate may
with consent of
Government vary rota-
tion of sale.

than 100 acres in extent of any block provided that land so sold shall if the Governor shall think fit be selected in such a manner that good medium and poor land is included in reasonable proportions to the Governor's satisfaction and provided further that no allowance in respect of the area of the part so sold shall be made in reckoning the proportion of any other block sold in pursuance of sub-clause (a) during the period of two years during which the sale of such part takes place.

6. If the Syndicate shall during any of the two yearly periods mentioned in Clause 5 (a) hereof fail to fulfill their obligations under clause 5 (a) then the Governor may either

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

(b) Sell, at such price and in such manner as he in his absolute discretion shall

Power of Governor
to make de-
cision under Clause 5(a)

shall think fit, any portion of the block (if any) selected and subdivided for sale during such period which will with the amount of the said block (if any) already sold by the Syndicate under Clause 5 amount to one half of the said block, such portion to be chosen by the Government from any part of the said block remaining unsold, or, if no block shall have been selected and subdivided as aforesaid unsold lands forming part and amounting to one half of any one of the said 6 blocks. And the purchase money received in respect of any such sale shall belong as to an amount equal to 3s. 1¹/₂d. per acre of the land sold to the Government and as to the remainder (if any) to the Syndicate.

7. All costs charges and expenses in connection with the sale of all lands

of sales
borne by Syndi-
cates of

lands sold or conveyed under Clauses 5
 or 6 hereof shall be borne by the
 Syndicate and the amount of such costs
 charges and expenses may be deducted
 from any monies payable to them and all
 lands sold or conveyed under the said
 Clauses shall be freed and discharged
 from all rights of the Syndicate under
 the Principal Indenture and this Inden-
 ture and the Syndicate shall from and
 after the date of such sale be freed
 from all liabilities under the said
 Indentures in respect of such land and
 the rent of £500 reserved by the
 Principal Indenture shall be reduced pro
 rata provided always that save for such
 reductions of rent as may be allowed by
 this Clause nothing herein contained
 shall prejudice or affect the obligation
 of the Syndicate during the term granted
 by the Principal Indenture to pay the
 rent

rent thereby reserved in respect of the said block A and so much of the land contained in the said 6 blocks as shall not for the time being have been sold or conveyed under clauses 5 or 6 hereof and all other property if any comprised in the Principal Indenture unless and until the Syndicate shall in the meantime exercise the option of purchase conferred upon them by the Principal Indenture in respect of the property comprised therein.

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

...ing as to option
...purchase in Princi-
...al Indenture.

provisional sale shall not be deemed
disposition of the property comprised
in it for the purposes of these presents
unless and until the purchase price
has been received

division and sub-division
of land to be carried out
by the Land Officer of
Government and the
Syndicate's General
Manager.

9. The actual division and sub-
division of the land subject to the
Principal Indenture into the said six
main blocks and sub-divided areas res-
pectively shall be carried out by the Land
Officer of the Government and the Syndi-
cate's General Manager.

division and sub-division
of land to be
carried out so as to
provide access to rail-

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

land to be acquired by the Syndicate pursuant to these presents.

Arbitration

11 In the event of any dispute or difference arising between the said Land Officer and the General Manager of the Syndicate the matter shall be referred to the Director of Agriculture and in the event of his decision not being acceptable to the General Manager of the Syndicate the matter shall be further referred to the Governor whose decision shall be final.

Acquisition of land to be paid out by the Government at the cost of the Syndicate.

12 All survey and other work approved by the Syndicate for the purpose of ^{working for} parcelling out of the land in manner herein provided shall be carried out at the cost of the Syndicate.

The

Costs

13. The costs and expenses of and incidental to the negotiation preparation and execution of these presents including the costs of the Solicitors to both parties and the cost of cablegrams shall be borne in equal moieties by the Government and the Syndicate.

Governor and Crown Agents not to be personally liable.

14. Neither the Governor or any Member or Officer of the Government or the Crown Agents shall respectively be in any wise personally bound for the acts and obligations of the Governor 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 Governor or the Government.

Marginal notes

15. The marginal notes hereto are for the purposes of convenience only and shall

not

545
not affect the construction or interpretation of these presents.

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