



EAST AFR. PROT.
10 ¹⁴/₁₅

10
Rec^d
Reg^d 1. JAN 15

Colon Agents

1914

31 Dec.

at previous Paper
i.e. a
48268/14

E. Africa Syndicate
Draft Agreement.

Sends ltr. from Solicitors re: proposed
amendts. to Sub Sections (a) & (b) of Clause 5.
Await further instructions.

~~W.A. Rogers~~ Mr. Head Mr. J. Anderson

a lot of the papers are with the printing
works being hurried up

We had a complicated discussion with
Mr. Ch. Owenaway re clause 5, and I
think the proposed alterations represent
our results sufficiently exactly.

The provision of 7 two year periods
for the sale of 6 half blocks appears.
As a matter of fact the postponement of
date of beginning makes it unlikely
that there would be 7 full periods of
two years.

There is no intention of handing the
Syndicate down to alphabetical order by
all to sell half of a particular block in
each year period. They can can choose
which block it shall be.

Mrs. Roberts

at subsequent Paper.

5992/15

any point about it seems necessary to name
with regard to the proposed ^{sub-} 5(B) ^{of} is this

If in the first period the Syndicate will half
of Block B + in the second period will half
of Block C, can they, in the rest of the second
period, sell part of the remainder of Block B?

The first part of sub-clause (B) seems to be
badly worded, it seems to imply that after
the date selection for Block C has been made
they may go back to any of the other blocks
previously selected from, but if so, the
proviso, giving 50% power to go on with
Block C, seems unnecessary

If this B clause stands then and stands
I think it might be altered. We have not
proposed any maximum limit to the amount
to be sold out of blocks B-C & so long as they
will half of a block in each two years we
need not trouble about what else they will or
do not sell.

5(B)

7.1.15

agree with W. B. Bottomley
last para. I would add
at the end of the new 5(B) ¹⁰ ⁴
the word "and/or any remaining ^{and}
portion of any block ^{from} sold
in any previous two year period
a selection shall have been
made in accordance with sub-
clause A ^{however} this clause"

This still leaves a hitch
if the Syndicate sells
all Block B in the first
period, or all Block B & C
in the 2nd period. + wants
still to go on selling 508

But this could not be
met without wholly recasting
subclauses A & B. The
~~proviso~~ contingency is too
remote to be worth
travelling about -

I should like also
to simplify the proviso
to subclause B as
follows

"Provided always
that when ~~the~~ in any
^(of the said) two early periods the selec-
tion provided for in sub-
clause A hereof has been duly
made the Syndicate
shall be at liberty to
select during the remainder
of that period any remaining
portion of the particular
Block out of which

It is always
clause I for
initial cases
6/15

Such first mentioned
selection shall have
been made & per te
[as above] "

I submit these alterations
without much confidence
for the Draft is an ex-
ceedingly difficult one,
that I think they are
improvements.

56
7. 1. 15
H. J. R.
87/15

at once
Ch. D. 1. 15

See
E.A.P. 20

ALL COMMUNICATIONS
TO BE ADDRESSED TO THE
DRAWING OFFICE FOR THE DELIVERY
THE DRAWING OFFICE AND THE
DATE OF THIS LETTER BEING QUOTED.

TELEGRAMS "DROWN LONDON"
TELEPHONE 7520 VICTORIA (8 LINES)

10
RECEIVED
DEC 17 1914



WHITEHALL CHAMBERS,
LONDON, E.C. 4.

31st. December, 1914.

Sir,

With reference to your letter No. 48268/14
of the 15th. December, relative to the draft Agreement
with the East Africa Syndicate, Limited, I have the
honour to transmit a copy of a letter since received
from our solicitors, with regard to certain proposed
amendments in sub-sections (a) and (b) of Clause 5
of the draft agreement a print of which is attached.

2. We await further instructions in the matter.

I have the honour to be,

Sir,

Your obedient Servant,

for Crown Agents.

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

Messrs. Sutton Osmanney & Rendall to Crown Agents.

RECEIVED 1 JAN 15

R.A.P. 36.

3 & 4, Great Winchester Street,

London, E. C.

29th. December, 1914.

EAST AFRICA PROTECTORATE
East Africa Syndicate Limited

Gentlemen,

In reference to your letter of the 16th. instant, and enclosures sent therewith and to our interview with you of the 17th. instant, we have to inform you that we have now conferred with Mr. Tennyson of the Colonial Office on the subject of the proposed amendments to be made in Clause 5 Sub-section (a).

Inasmuch as it appeared to us that the words "conclusion of the present War" was a somewhat indefinite date, we arranged with Mr. Tennyson that the time from which the two yearly periods should commence to run should be from the conclusion of the present War between Great Britain and Germany.

It further appeared to us, after considering Clause 5 with Mr. Tennyson, that the wording of Sub-sections (a) and (b) of this Clause is somewhat ambiguous. It would seem to be the intention of the Government that the Syndicate should be throughout the two-yearly periods compelled to keep up a continuous selection of Blocks of land for sale. We therefore have made further amendments which are shown in manuscript in the prints in

duplicate

duplicate of the Agreement enclosed herewith, to Clause 5 Sub-sections (a) and (b) in order to bring about the following method of selection:- In the first two-yearly period the Syndicate shall select for sale at least one-half of one of the Blocks, and in the second two yearly period at least one-half of another of the said Blocks of land and so on. Should, however, the Syndicate having already made a selection of at least one-half of one of the Blocks during a particular two-yearly period, desire to select a remaining unselected part of that particular Block, then they should be at liberty to do so.

We do not know if the Government desire that the Syndicate should in the first two-yearly period select a proportion of Block B, and in the second two-yearly period select a proportion of Block C, and so on in alphabetical order, but if it is so, Clause A will have to be still further amended to make this intention clear.

Before, however, finally settling the wording of the draft, we should propose to further confer with Mr. Tennyson, with a view of obtaining further instructions.

We have etc.,

(Sgd.) SUTCH OSMANNEY & RENDALL.

ca 10/1914
1915

3921

E.A.P.



Ind

13 January 1915

DRAFT.

The Brown Agents

MINUTE.

- Mr. Harper 9 Jan 1915
- Mr. Bottomley 9 1.15 fi
- Mr.
- Mr.
- Sir G. Fiddes.
- Sir H. Just.
- Sir J. Anderson.
- Lord Islington.
- Mr. Harcourt.

Ans'd 29/2/15

Gentlemen,

I am to
 ackn the receipt of
 your letter of the 11th of
 Decr 1914 (Sec. E.A.P.
 36) relating to the
 draft Agreement with
 the East Africa Syndicate.
 I would want to inform
 you that H.M. approves of
 the draft agreement as
 revised subject to the
 amendment of the new

See Jennings
 If you agree the
 Secretary of State to discuss
 with you further - but that
 does not stand present
 or approving

No. 10.

770

sub clause (B) as follows:-

" Subject to the provisions
" of Sub Clause (I) of this
" clause and of clause 6
" hereof the syndicate
" shall not be entitled to
" select for sale any further
" part ^{of any} of the said blocks
" unless and until such
" selection as is provided
" for by sub-clause (A) of
" this clause has been made
" Provided always that when
" in any of the said two
" yearly periods the selection
" provided for in sub-clause
" (A) hereof has been duly
" made the syndicate shall
" be at liberty to sell during
" the remainder of that period
" any remaining portion of the

512
" particular Block not
" which was first
" mentioned selection
" shall have been made
" and ^{or} any remaining
" portion of any Block
" from which in any
" previous two yearly
" period a selection
" shall have been made
" in accordance with
" sub-clause (A) of
" this clause "

East Africa Protectorate.

This Indenture made the _____ day of _____ 1914

Between SIR REGINALD LAURENCE ANTROBUS K.C.M.G. C.B. SIR MAURICE ALEXANDER CAMERON K.C.M.G. (late a Major in 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 (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. Swilkin's Lane in the City of London (hereinafter referred to as "the Syndicate") of the other part

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 :-

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.

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

and the Governor shall be at liberty for such purpose from time to time to vary or modify such obligations and conditions.

Division of purchase money between Government and Syndicate.

(ii) The purchase money of each lot shall be divided as follows:—An amount equal to 3s. 1yd. per acre of the lot shall belong to and be retained by the Government and the remainder (if any) shall belong and be paid to the Syndicate.

Syndicate may with consent of Government vary rotation of sale.

(i) Notwithstanding anything hereinbefore contained the Syndicate may at any time with the consent of the Governor (such consent not to be unreasonably withheld) offer for sale by the Government any part not being less than 100 acres in extent of any block provided that land so sold shall if the Governor shall think it 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.

Power of Governor if Syndicate make default under Clause 5 (A).

6. If the Syndicate shall during any of the two yearly periods mentioned in Clause 5 (A) hereof fail to fulfil 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 think fit any portion of the block (if any) selected and sub-divided 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 sub-divided as aforesaid sell unsold lands forming part and amounting to one-half of any one of the said six blocks and the purchase money recovered in respect of any such sale shall belong as to an amount equal to 6s. 1yd. 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 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 moneys 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 the Indenture 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 thereby reserved in respect of the said Block "A" and so much of the land contained in the said six 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 to the property comprised therein.

Costs of sales to be borne by Syndicate.

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.

Exercise of option of purchase in Principal Indenture.

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 respectively shall be carried out by the Land Officer of the Government and the Syndicate's General Manager.

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

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 60,000 acres comprised in Block "A" or any part thereof and also to holders of land beyond any other block or blocks of land to be selected by the Syndicate pursuant to these presents.

Division and sub-division of land to be carried out as to ensure access to railway.

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

Disputes between Land Officer and General Manager of the Syndicate to be referred to Director of Agriculture.

Syndicate the matter shall be further referred to the Governor whose decision shall be final.

Dividing of land to be carried out by the Government at the cost of the Syndicate

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

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 nor any Member or Officer of the Government or the Crown Agents shall respectively be in anywise personally bound 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 Governor or the Government.

Marginal notes

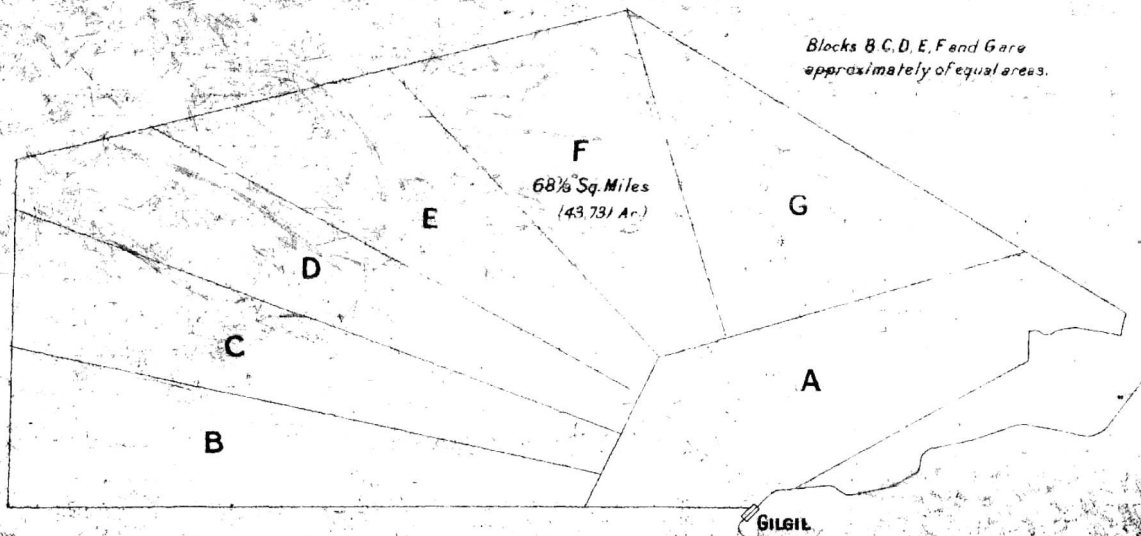
15. The marginal notes hereto are for the purposes of convenience only and shall not affect the construction or interpretation of these presents.

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.

Signed Sealed and Delivered by the above-named REGINALD LAURENCE ANTOINE MAURICE ALEXANDER CAMERON and WILLIAM HEWORTH Messrs in the presence of

THE COMPANY OF THE EAST AFRICA SYNDICATE (LIMITED) was hereunto affixed in the presence of

PLAN HEREINBEFORE REFERRED TO.



SCALE 20,000 = 1



East Africa Protectorate

1914

VOL. 14.

1

FROM	DATE	SUBJECT
Colonial Audit	8 Jan	Electric lighting of Government House
	28 -	Annual abstract account 1912-13
	27 Feb	Electric lighting of Government House
	2 Apr	Annual abstract account 1912-13
	26 May	Government House furniture
	July	Railway audit staff.
Council Office Foreign	12 Feb	East Africa Order in Council 1914
	6 Jan	Situation on S. Abyssinian Frontier
	13 -	S. Abyssinian Frontier
	14 -	Admin of Congo
	11 -	Admin of Emil Post
	17 -	Use of British & German flags by subjects of ...
	2 Feb	Belgian operations against German S. Africa
	9 -	Ivory Legislation
	13 -	Situation on Abyssinian Frontier
	19 -	Operations against Mascha tribe
	20 -	"
	27 -	Abyssinian Frontier
	27 -	Admin of Emil Post
	6 Feb	German East Africa - consular survey
	7 -	Death of Mr. W. Dixon in Congo
	20 -	Abyssinia
	20 -	German East Africa 1912-13
	31 -	Ivory Legislation
	2 Feb	Domestication of Elephants & Buffaloes
	9 -	Ivory Legislation
9 -	"	
11 -	Admin of Emil Post	
14 -	Ivory Legislation	
24 -		
29 -	Conference	

FROM

DATE

SUBJECT

Foreign Office

- 24 Oct Belgian operations in German E. Africa
 26 - Compensation claim of Col. Blanke
 27 - Collection for Smithsonian Institute
 29 - Mr. J. Scott Brown
 30 - Case of Mr. Mc John
 30 - Belgian operations against the Germans in
 1st Nov German E. Africa - British subjects & property ^{E. S. Africa}
 3 - Abyssinia - Intelligence report Sept 14
 3 - Mr. Otto Markus, late Austro-Hungarian Vice Consul ^{at Harar}
 11 - Belgian operations against German E. Africa
 10 - Fugitive offender - Dieckmann
 14 - Belgian operations against German E. Africa
 21 - Proposal to neutralize the Congo Basin
 29 - Fugitive offender Dieckmann
 1 Dec German East Africa
 4
 5
 6
 6 - Belgian operations against German E. Africa
 10 - German East Africa
 12 - Frau Schuechten
 31 - Belgian operations against German E. Africa