



EAST AFRY PROT  
No. 14534

C O  
14534  
APR 25 1907

DOMEST

Division of Technical

Uganda

1907

24th April

Last previous Paper

mt  
23526/06

(Subject)

Tana River Concession

Memphis has been reported from on account of expenses in connection with preparation of lease. Submit draft lease and suggest amount - discuss 10. and 27

(Minister)

~~Mr. Read~~  
Mr. Read

This lease should be the schedule to an agreement to grant it when a C. has been furnished on the terms stated in our letter of 27 June '06 (22059) your old memorandum the C. left.

As to the terms of this draft - as a schedule - It hardly seems satisfactory to define the leased premises as a piece of land on the upper Tana containing an approximate area of 100 sq. m. as the plan shows on this point especially as the plan is not prepared by the C. I should prefer to describe it

X Copy the information from a 2000' diameter and on this - clean for a large distance of the river the survey etc

Subsequent Paper  
6 25  
21770

the meteorology, possibility of the death of  
all members of the present Royal Family  
within 20 years, nor why that  
possibility should prefer to defer the  
deposits of their option of purchase, but  
if the Synodical has not signed we  
need not

37. P of P. for Foreign Affairs, shall be  
P of P. for the Colonies.

I never quite see the force of this  
articulation clause in the C. of A.  
stick into these agreements.

Why not submit the matter to  
the Courts of the Protectorate, & save  
the fee of the articulation?

I think we may send this to  
the C. saying that Lord Bagen  
is prepared to appear subject to  
certain amendments, & to the substitution  
of amendment as to surcharging the  
bond, & subject also to the  
permission of funds as already  
indicated in our letter of 22 June,  
& send ask whether they agree

in a letter of 4 June  
said to be sent out  
to the local Govt  
in which some  
members after  
had written  
J.R.

OSU merged notes

J.R. 27/7

26/4  
J.R. to com  
J.R. 27/4

1534

Sec.  
F.A.P. 17



14534

59

ALL COMMUNICATIONS  
TO BE ADDRESSED TO THE  
CROWN AGENTS FOR THE COLONIES  
THE ABOVE REFERENCE AND THE  
DATE OF THIS LETTER BEING QUOTED.

REC  
25 APR 07

TEL. ADD. CROWN, LONDON

WHITEHALL GARDENS,

LONDON, S.W.

25th April 1907

Sir,

With reference to your letter No. 23526/1906 of the 27th of July 1906, I have the honour to inform you that the Mongolia Ltd. deposited with us in February last the sum of £100 on account of our expenses in connection with the preparation of the proposed lease to them of land on the Tarr River in the East Africa Protectorate and I beg now to enclose for submission to the Secretary of State a draft of the lease which has been prepared by our solicitors.

2. In clause 37 of the draft lease the reference to the Secretary of State for Foreign Affairs appears to be a clerical error and should we presume be to the Secretary of State for the Colonies.

3. In various other clauses, as for instance in clause 13, certain powers are given to the Crown Agents, which we suggest might more appropriately be transferred to the Commissioner.

4. There appears to be no plan in existence of a convenient size for attachment to the lease, but the Company could not do but prepare a plan on a reduced scale for this purpose.

5. The Company have asked that the preparation of the lease may be expedited as far as possible.

I have the honour to be, Sir,  
Your Obedient Servant,

*R. E. Hill*  
for Crown Agents.

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

140. 129-45 \* ho.

Not returned.

14534



14534

C.D.  
D. 19

DRAFT

~~The Chairman~~  
~~Ann~~  
~~Morgan~~

Ans. d. 2/1/70

May 7  
April 27

MINUTE

Mr. Ellis 29/4  
Mr. Read 29 (23526)

Mr. Just.

\* Mr. Andrews *My 5/6*

Mr. Oat.

Mr. Lucas.

Sir F. Hopwood.

Mr. Churchill.

The Earl of Elyon

for answer

~~Sir~~ Gentlemen,  
With refer<sup>ce</sup> to you, ~~and~~  
~~of the 29th of June~~  
~~of the 24th of April~~  
on the subject of the ~~proposed~~  
lease of land on the  
Tana River in the  
C.A.P. to Morgan  
I had been directed  
by the Earl of Elyon

to answer you for  
your reason the reason  
perceiving draft of  
a lease of the lands in  
question which has been

Copy sent of the 10th May 70

Morgan 27 June  
(22859)

14534 one, with copy  
to the Com. = D.F.

No. 14534

which will secure its applica-  
-tion to the objects of the  
conception. 61

~~2. The~~

2. The area of the legal defini-  
-ed appears to be such that  
to require better definition  
and the schedule shall  
readily be amended  
by the omission of all  
the words after the word  
"are" in the first alternative  
line of the substitution  
of the words "approximately"  
in the position indicated  
on the plan drawn on the  
plans of those shown  
first, but it shall be  
more particularly defined  
& delimited as soon as  
possible by Gov. Messrs.  
-as at the expense of the  
legis.

of the word  
"approximately" in  
the 4th line  
and (2)

\* In cl. 4 the Co. would no  
doubt wish cotton, rubber,  
& fiber added to the  
list of crops wh. may  
be cultivated.

4. ~~Plain~~ ~~the~~ ~~sub~~ ~~com~~  
ments, such as the subdi-  
vision of "Commerce" for  
"Legis" in several places,  
in which it does not  
seem necessary to enter,  
will be required.

5. Subject to the above Lord  
Ligin is prepared to prepare  
the draft here, & will  
be glad to know whether  
the Co. are ready to accept.

L

reference to report  
thereon.

In cl: 18, 22, 23, 24, 25,  
27, 28 "Comm Report  
should be forward"

5. Cl: 20 may be  
Elgin's opinion. be on  
as the favor of the  
Lords Ord. are no  
conveniently vested in

6. In cl: 30 the words  
"or of the Governor" should  
be added after "Comm  
Reports" (twice).

7. In cl: 37 the  
"S. of S. for Foreign  
Affairs" should  
"S. of S. for the  
Colonies."

Ch...



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# East Africa Protectorate.

This Indenture made the \_\_\_\_\_ day of \_\_\_\_\_ 1907  
Between

*There is no objection to this Lease being made by the Crown Agents on behalf of the Commissioner S. O. R.*

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 in this Lease 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 HIS MAJESTY'S COMMISSIONER FOR THE EAST AFRICA PROTECTORATE (hereinafter referred to as "the Commissioner" of the one part and MONGOLIA LIMITED a Company incorporated pursuant to the law of England under the Companies Acts 1862 to 1898 having its Registered Office at 30 Mincing Lane in the City of London (hereinafter referred to as "the Lessees" which expression shall include where the context so admits their successors and assigns) of the other part.

1. **Witnesseth** that in consideration of the rent and reservations hereinafter reserved and of the covenants and agreements on the part of the Lessees hereinafter contained the Crown Agents hereby demise unto the Lessees All and singular the lands hereditaments and property situate in the East Africa Protectorate (hereinafter referred to as "the Protectorate") more particularly described in the Schedule hereto and delineated on the map drawn on these presents.

2. Except and reserving out of the demise hereby made First: Exceptions and reservations. All and singular the mines minerals 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 To hold the said lands hereditaments and premises except as aforesaid unto the Lessees for the term of 50 years from the \_\_\_\_\_ day of \_\_\_\_\_ 1907.

*Admin  
of the  
S. O. R.*



Text

3. Yielding and paying therefor during the first three years of the said term the rent of one peppercorn if demanded and during the fourth and every subsequent year of the said term the yearly rent of £200 such payments of rent to be made on the \_\_\_\_\_ day of \_\_\_\_\_ in every year and the first payment of the said yearly rent of £200 to be made on the said \_\_\_\_\_ day of \_\_\_\_\_ in the year 1910.

Lessee's Covenants

4. And the Lessees for themselves their successors and assigns hereby covenant with the Crown Agents in manner following that is to say--

To lay out & £10,000 on improvements

5. The Lessees will during the first three years of the said term lay out and expend the sum of £10,000 at the least in the development and improvement of the demised premises and such expenditure shall be made in addition to such moneys (if any) as the Lessees may lay out in improving the navigation of the River Tana.

To observe covenants implied by Ordinance 1902

6. The Lessees will during the continuance of the said term perform and observe all the covenants and provisions on the part of the Lessees implied in this Lease by virtue of the Crown Lands Ordinance 1902 or all such covenants and provisions as would be implied on their part if these presents were a Lease under the said Ordinance in like manner as if the said covenants and provisions were set forth in these presents.

For purpose for which the lands may be used

7. Subject to the provisions of these presents the Lessees shall work and use the said demised premises for the cultivation of tea coffee cocoa and such other crops and natural products as may from time to time have been previously approved in writing by the Commissioner and for the purpose of manufacturing such tea coffee cocoa crops or products into merchantable articles. Provided always that the Lessees shall subject to the provisions of these presents and for the purpose and in the course of such working and use have power to do all or any of the following acts and things that is to say--

(a) To plant grow cultivate and crop in accordance with the provisions of these presents any tea coffee cocoa and such other trees plants and crops and for the production of such other natural products as may from time to time have been approved in writing by the Commissioner and

Rent

3. Yielding and paying therefor during the first three years of the said term the rent of one peppercorn if demanded and during the fourth and every subsequent year of the said term the yearly rent of £200 such payments of rent to be made on the \_\_\_\_\_ day of \_\_\_\_\_ in every year and the first payment of the said yearly rent of £200 to be made on the said \_\_\_\_\_ day of \_\_\_\_\_ in the year 1910.

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To observe covenants implied in the Lease Ordinance 1902

6. The Lessees will during the continuance of the said term perform and observe all the covenants and provisions on the part of the Lessees implied in this Lease by virtue of the Crown Lands Ordinance 1902 or all such covenants and provisions as would be implied on their part if these presents were a Lease under the said Ordinance in like manner as if the said covenants and provisions were set forth in these presents.

To observe covenants implied in the Lease Ordinance 1902

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(a) To plant grow cultivate and crop in accordance with the provisions of these presents any tea coffee cocoa and such other trees plants and crops and for the production of such other natural products as may from time to time have been approved in writing by the Commissioner and

- ii) Except so far as may be expressly forbidden by the Commissioner and subject to the restriction imposed by Clause 16A of the Crown Lands Ordinance 1902 to cut and fell timber and to carry away the same and
- iii) To make erect alter and maintain any 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 Commissioner and
- iv) To get from such parts of the demised land as shall have been previously approved by the Commissioner such stone clay sand and gravel as may be required for the uses of any such roads buildings or works as aforesaid and
- v) To carry out and do in or upon the demised premises any other operations acts and things which may in the opinion of the Commissioner be incidental or subsidiary to any of the operations heretofore expressly authorised and which shall have been previously approved in writing by him.

8 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 except such stone clay sand and gravel as are before mentioned

Not to use lands for unauthorized purposes.

9 The Lessees will not at any time during the said term without the previous consent in writing of the Commissioner occupy or otherwise interfere with any part of the said demised premises which shall for the time being be occupied or cultivated by any natives or reserved by the Commissioner under the provisions herein after contained for the use or occupation of natives 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.

10. The Lessees their servants agents and workmen will yearly and in every year during the said term plant with crops hereby authorised or approved by the Commissioner and bring into cultivation at least 60 acres of suitable land forming part of the demised premises and will at all times during the said term cultivate and protect the same in such manner as may be approved by the Commissioner. And the Lessees will do their best endeavours to bring the demised premises into cultivation as speedily as may be practicable.

11. The Lessees will keep so much of the demised premises as shall be occupied by them 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 Commissioner divert dam up 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 Commissioner may be reasonable any dam reservoir or other water in or upon the demised premises.

12. 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 the River Tana they will give to the Commissioner 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 Commissioner in writing and in case the same shall be approved will carry out and execute such works and operations subject in all respects to the directions of the Commissioner and under the supervision of such person or persons as he may appoint for that purpose and to his approval and satisfaction.

13. The Lessees will on the determination by any means of the said term deliver up to the Crown Agents the demised premises and subject to the provisions in these presents contained) all machinery and buildings thereon in the state of order and condition in which the same ought to be under these presents.

14. 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 Commissioner previously

obtained who may (without prejudice to his 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 said Commissioner 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.

15. The Lessees will at all times during the continuance of the said term observe and comply with all such Ordinances Orders enactments rules and regulations as may from time to time be in force in the Protectorate with respect to the tenure or occupation of land or the production collection or export of timber or other produce.

To comply with Ordinances Act.

16. The Lessees will provide and maintain upon the demised premises a competent and suitable agent or representative to whom all notices and directions under these presents may be given.

To keep agent on property.

17. 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 its agents or employes or any of them to make any such sale gift barter or other disposition.

No arms or ammunition to be sold.

18. 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 its agents or employes or any of them to make any such sale gift barter or disposition. And the Lessees their agents and employes 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 employes of the Lessees and subject to such provisions as may for the time being be in force in the Protectorate in respect of such spirituous liquors and the importation thereof.

No spirituous liquors to be sold to natives.

19. These presents shall operate and take effect as a Lease for the purposes of agriculture under the Crown Lands Ordinance 1902 within the meaning of that Ordinance and in all respects as though the clauses and provisions of the said Ordinance relating to Leases to Compensation and the general provisions thereof had been herein set forth. And the covenants on the part of the Commissioner to be by the

Incorporation of Crown Lands Ordinance 1902.





the covenants and conditions on the part of the Lessee 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 other than permanent buildings or any of them which the Crown Agents shall not have elected to purchase under the provisions of these presents making reasonable compensation for all damage done to the demised premises by such removal.

25. If at the expiration or sooner determination of the said term the Crown Agents shall desire to purchase all or any of the fixed or moveable machinery plant or appliances of the Lessee in or about the demised premises and shall give to the Lessee 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 said term then the machinery plant or appliances specified in such notice shall not be removed by the Lessee from the demised premises but the Lessee shall sell and the Crown Agents or their 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 herein contained.

Power to Crown Agents to purchase machinery etc.

26. The Lessee shall render all such information documentary or otherwise facilities and assistance as may from time to time be required by the Crown Agents or the Commissioner for inspecting the demised premises or any buildings or works thereon or for carrying into effect the provisions of these presents or for any other purpose they may consider desirable in the public interest and shall furnish to the Crown Agents or the Commissioner (but at the cost of the person requiring the same) copies of such documents itineraries maps plans or drawings in the possession of the Lessee relating to the demised premises as the Crown Agents or the Commissioner may from time to time require.

Power to require copies of plans etc.

27. The Crown Agents and all persons authorised by them may at any time or times set apart and reserve out of the demised land such portion or portions thereof as having regard to the native system of cultivation shall in the opinion of the Commissioner be required for the support of the natives for the time being resident within the area of the demised land and the Lessee shall not be entitled to use or occupy any land so reserved or to receive any compensation or allowance in respect thereof save in respect of any buildings or improvements actually erected or effected by the Lessee on the portion or portions of land and existing at the date at which the same shall be so set apart and reserved.

Right reserved.

Power to authorise prospecting and mining

28. Notwithstanding anything herein or in the said Ordinance contained the Crown Agents may from time to time authorise any person or persons or corporation to prospect search for work smelt and take away any mines minerals or precious stones in under or upon the demised premises or any part thereof 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 some person to be appointed by the Crown Agents for that purpose and the decision of such person shall be final.

Saving customary rights of natives.

29. 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 Commissioner shall for the time being be actually under cultivation by the Lessees all such rights of cutting firewood hunting taking and snaring fish and game and such other customary rights as in the opinion of the Commissioner 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 interests of the Lessees thereunder shall be subject to all such rights.

Waiver of any breach of covenant.

30. The receipt of any rent or other moneys by or on the part of the Crown Agents 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 by virtue of or in connection with any such breach.

Option to purchase up to 25 square m. area.

31. It is hereby agreed that if at any time during the continuance of the said term after the expiration of the first three years thereof and before the determination of a period of 21 years from the death of the last survivor of the descendants now living of His Majesty King Edward the Seventh (in case such period of 21 years expire during the said term) the Lessees shall give to the Crown Agents notice in writing of the desire of the Lessees to purchase any portion of the demised premises not exceeding 25 square miles in superficial area then the Lessees shall be at liberty to purchase the lands and property specified in such notice not exceeding the area aforesaid at a price to be calculated at One rupee per acre and upon payment of the said purchase-money to the Crown Agents or as they

shall direct together with interest thereon from the date of such notice at the rate of 4 per cent. per annum until completion of the purchase and all rent and other moneys payable under these presents the said lands and property specified in such notice not exceeding the area aforesaid shall be assured to the Lessees in fee simple. And thereafter the yearly rent payable by the Lessees under and by virtue of these presents shall be reduced by an amount calculated at the rate of £2 per square mile in respect of the land and property so purchased by the Lessees

32. Provided always (first) that the Lessees shall not be entitled to exercise such option of purchase as is herein contained unless and until they have duly expended and laid out the sum of £10,000 in the development and improvement of the demised premises pursuant to the covenant in that behalf on the part of the Lessees herein contained and have otherwise duly observed and performed the covenants and agreements on the part of the Lessees in these presents contained or by reason of the said Crown Lands Ordinance 1902 implied. And (secondly) that every assurance of land or property to be made to the Lessees pursuant to these presents shall be subject to the provisions and conditions contained in the said Crown Lands Ordinance 1902 relating to sales of land in the Protectorate by the Commissioner and to all other if any the enactments ordinances rules and provisions relating to sales of Government or Crown lands in the Protectorate which may be in force at the time when the Lessees shall exercise their option of purchase.

Restrictions on option to purchase.

33. 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 Commissioner by these presents and such delegation or transfer may be made to take effect for a fixed or determinate 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.

Power to Crown Agents to delegate or transfer powers.

34. 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 is so left.

Notice.

As to the  
by Crown  
Agents and  
Commissioner

35. 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 Commissioner shall be sufficiently made or executed if made or executed by the Commissioner for the time being

Crown Agents  
and Com-  
missioner not  
to be  
personally  
liable

36. Nothing herein contained shall impose any personal liability on the Crown Agents or the Commissioner or any person persons or corporation acting under the authority of the Crown Agents or the Commissioner.

Arbitration

37. Any and every dispute difference or question which may at any time arise between the Crown Agents 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 to the right or the rights or liabilities of the Crown Agents 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 the sole arbitration of such person as shall be nominated by His Majesty's Principal Secretary of State for the time being for Foreign Affairs for that purpose and this shall be deemed to be a submission to arbitration within the meaning of the Imperial Act of Parliament known as the Arbitration Act 1889 or any statutory modification or re-enactment thereof for the time being in force and the provisions of every such Act shall apply to every arbitration under this Clause.

Marginal

38. 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.

In witness whereof the Crown Agents have hereunto set their hands and seals and the Company have affixed their Common Seal the day and year first above written

The Schedule hereinafore referred to.

All that piece of land situate in the East Africa Protectorate along or near to the banks of the Upper Tana River which river is in these

presents included in the expression "the River Tana") containing an approximate area of 100 square miles but not including in this demise the said River Tana or any authority over the navigation thereof all which said premises are more particularly delineated in the plan drawn on these presents and thereon coloured pink

but which  
 is not defined and delineated as such as  
 the surface of the land