

EAST AFR. PROT.
No. 21440

21770
Recd
JUN 19 07



How or Individual
in Agents
1907
19 June
Page

(Subject.)

Tana River Concession

For the record: two copies of aft agent's
quiet lease wh. has been comm. to go?
requests not as to whether £50,000 of proposed capital
will be req. to be subscribed before the grant of the
lease

(Minutes.)

Mr. Read
Mr. Bottomley & I saw Mr.
Woodhouse yesterday. I pointed
out that the clause of which he
complained was struck out in the records
with our letter of 20th Jan 07
(22059) which superseded our
letter of 20th March (5221)
wh. did not make any require-
ment that £50,000 should be
subscribed.
I told him that the only line on
which I could see a possibility

Copy in Mr. G. 3943 18 July 1897

600
63571

of a reduction of the condition would
be that if they could only
find £10,000 to start with they
might have completion of the land
for 2 years & at the end of that time
decide whether they would buy
up the additional £40,000. If
not they wd. only have a fractional
part of the 100 sq. miles.

Though I said the Gov. inclined
to think that £50,000 is rather
a lot to ask & I remember of the
opinion that £30,000 would be
enough as I suggested a 22059/100

But Mr. W. is going to write
and will argue of the matter
can be further transferred there

11/19/6

I agree with Mr. Elliot

Wait

H. J. R.

See also minutes on 20/6
28571

H. J. R. 57

21370

21770

126

Sec.
K.A.P. 19.

19 JUN 07

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

11, ABINGDON GARDENS, LONDON.

WHITEHALL GARDENS,
LONDON, S.W.

PRESSING.

18th June, 1907

Sir,

With reference to your letter No. 14534/1907 of the 7th. of May on the subject of the proposed lease of land on the Tana River in the East Africa Protectorate to Mongolia Limited, I have the honour to transmit for the consideration of the Secretary of State two copies of the draft agreement with scheduled lease which has been communicated to the representatives of the Company.

2 I also enclose a copy of a letter from our Solicitors, with the attached letter from Mr. Woodhouse, in which the question is raised whether £50,000 of the proposed capital of the Company should be required to be subscribed before the grant of the lease I have to request the Secretary of State's instructions on this point

3. It will be noted that Mr. Woodhouse intends to call at the Colonial Office on the 18th. instant to discuss the matter.

I have the honour to be,

Sir,

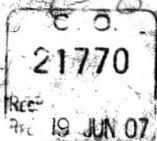
Your obedient Servant,

Under Secretary of State,
Colonial Office.

for Crown Agents.

21440 2N-15 X

Copy.



Messrs. Sutton, Ommannay, & Rendall, to Crown Agents.

Sec. /M.A.P. 19.

3 & 4, Great Winchester Street
London, E.C.

13th. June, 1907.

East Africa Protectorate

Tana River Lease.

Gentlemen,

Referring to our letter of the 4th. instant and to the instructions we received at our interview with you on Monday last, we have seen Mr. Woodhouse with respect to such instructions, and subject to some points of detail being agreed, he informs us that he is prepared to approve of the Contract, provided the Preliminary Agreement is amended so as to limit, in the first instance, the liability of the Concessionaires to provide £10,000 for the purpose of working and developing the Concession, Mr. Woodhouse's view being expressed in the accompanying copy letter of the 11th. instant to our firm, with respect to which we should observe that at an interview with Mr. Woodhouse yesterday, he gave us to understand that those associated with him did not insist upon the £5,000 stated to have been expended on surveys and investigation, being considered as part of the £10,000 working capital to be provided.

In this respect we would refer you to the letters from the Colonial Office to Mongolia Limited of the 2nd. March and the 27th. June 1906, to the Colonial Office

2
later

letter to yourselves of the 7th. ultimo, to Clause 1 of the Preliminary Agreement and to Clause 5 of the proposed Lease scheduled thereto.

We should add that Mr. Woodhouse has intimated his intention of calling upon the Colonial Office in the course of Tuesday next with a view of discussing with them the questions raised in his letter of which a copy is now enclosed.

Two further prints of the Concession submitted to Mr. Woodhouse for his approval are sent herewith in case you wish to refer the same to the Colonial Office.

We have, Sir,

(Sgd.) Sutton Ommanney & Rendall.

Mr Alfred Woodhouse to Messrs Sutton Gannanney
& Rendall.

129

21770

London REC
JUN 19 1907
11th June 1907.

Dear Sirs,

Following my conversation this morning with Mr Gannanney I now lay before you the result of my interview since held with my principals.

The only question they raise is with regard to (b) Clause page 2, and that is with reference to a subscribed capital of £50,000.

We, that is my partner Mr Barber and myself on behalf of Mongolia Ltd, and also our financial principals do not think the amount of £50,000 is at all unreasonable for the development of this area, nor do our financial friends think so, but they do not feel inclined to ask their friends to commit themselves definitely to such a large sum as £50,000 until they are satisfied that the opinions they have received of the agricultural possibilities of the district are justified and they point out that when we induced them to send out an expedition to inquire into the capabilities of the Tana, it was on the basis of Lord Elgin's letter addressed to us in which the only condition as regards expenditure was £10,000 of which we had already expended one half i.e. £5000 on survey and investigation.

Mr Barber's absence in East Africa places us at some disadvantage as he had advised our friends that he had it on the authority of the Colonial Office that the amount already expended would form a portion of the stipulated £10,000.

As no doubt you know we have already handed the

Plans

Plans and Surveys of the Tana River to the Government which
should be worth a very considerable sum to them.

I propose to call upon you at 12 o'clock tomorrow
to discuss this question.

Yours &c.,

(Sd.) Alfred Woodhouse.

East Africa Protectorate.

An Agreement made the _____ day of _____ 1907
Between _____

_____ 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 HIS MAJESTY'S COMMISSIONER for the East
AFRICA PROTECTORATE (hereinafter referred to as "the Commis-
sioner") 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 _____ King's
Lane in the City of London (hereinafter called "the Lessees") of
the other part.

Whereby it is agreed between the said parties who as
follows that is to say:—

1. If the Lessees within _____ calendar months from the date of
this Agreement at the expense in all things of the Lessees or of the
Company to be formed as hereinafter mentioned shall procure:—

(a) A Company (hereinafter called "the Company") to be
formed and registered under the Companies Acts 1862 to 1900
under the name of Mongolia Limited or such other name as shall
be agreed upon between the parties hereto with a nominal capital
of £60,000 and with the object (amongst others) of accepting the
Lease and working the lands hereinafter mentioned;

(b) That the Share Capital of the Company to the nominal amount of at least £50,000 shall be *bona fide* subscribed by responsible persons to the satisfaction of the Crown Agents so that the full nominal amount thereof shall be payable in cash at such times and by such instalments as shall be approved by the Crown Agents :

(c) That such arrangements shall be made as in the opinion of the Crown Agents shall be sufficient to ensure that at least £10,000 part of £11,250 of the said capital so subscribed (hereinafter called "The Prescribed Fund") will as and when received be paid without any deduction whatever into a separate account at the Company's Bankers to be entitled and hereinafter called "The Prescribed Account" in the names of the Chairman and two Directors of the Company as Trustees and that all moneys paid into the Prescribed Account shall be held by such Trustees upon trust to apply the same for the purposes of the manner hereinafter mentioned free from all charges or liabilities ever in respect of the formation of the Company or of any other matter whatsoever, and so that every new Trustee of the Prescribed Fund shall previously to his appointment have been approved by the Crown Agents .

(d) That the Company shall down to the date of the said Lease have duly performed all the obligations which under any of the provisions hereinafter contained ought to be performed

(e) That the Company shall execute and deliver to the Crown Agents a counterpart of the said Lease .

Then if the Lessees shall have duly performed all the obligations hereinafter imposed on them the Crown Agents will execute in favour of the Lessees a Lease in the terms of the draft Lease set forth in the schedule hereto.

2 The Prescribed Fund shall be applied in or for the development and improvement of the premises to be demised in pursuance of the said Lease as mentioned in Clause 5 of the said Lease.

iii.

3 Every statement or representation having reference to this Agreement or to the said Lease to be set forth in any prospectus notice advertisement or circular to be issued by or on behalf of the Lessees or the Company shall be first submitted to the Crown Agents together with the whole of such prospectus or other document before the same shall be issued and the same shall not be issued if the Crown Agents shall within seven days after any such prospectus or other document shall be submitted for approval serve on the Lessees notice disapproving of the same. And in the event of any breach of this Clause it shall be lawful for the Crown Agents by notice in writing served upon the Lessees to determine this Agreement. Provided that any approval given by the Crown Agents under this Clause with respect to any such statement or representation as aforesaid shall in no way extend or be deemed to extend to any other statement or representation contained in or implied by any such prospectus or other document as aforesaid and that neither the Commissioner nor the Crown Agents shall by reason of any such approval having been given be represented or deemed to have in any way authorised the issue of any such prospectus or other document as aforesaid.

4 Every approval or notice to be given by the Crown Agents in every or any act in connection with the Prescribed Fund or the Prescribed Account which would otherwise require the signature of the Crown Agents may be given or performed by writing signed by one of the Crown Agents.

5 The Lessees will on the execution of this Agreement pay all costs charges and expenses incurred by the Crown Agents in or about the negotiation preparation approval printing and execution of this Agreement and will also pay all costs charges and expenses which may be incurred by them in or about the preparation printing and execution of the said Lease set forth in the said Schedule hereto or in connection with any of the provisions contained in Clause 3 of this Agreement.

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

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.

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

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.

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.

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 cotton rubber fibre 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 cotton rubber fibre 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 user have power to do all or any of the following acts and things that is to say—

- (1) To plant grow cultivate and crop in accordance with the provisions of these presents any tea coffee cocoa cotton rubber fibre 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 purposes 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 hereinbefore 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.

Cultivation of
land.

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.

Sanitary
provisions
and against
fishing or
interfering
with water.

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 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.

As to
improvement
of River Tana.

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.

To deliver
possession.

13. The Lessees will on the determination by any means of the said term deliver up to the Commissioner 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.

Not to assign
or sublet
or part.

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 admit

15. The Lessors 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 &c.

16. The Lessees will provide and maintain upon the demised premises a competent and suitable agent or representative to whom all notices and instructions 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 any native or employee or any of them to make any such sale 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 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 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

Incorporation of Crown Lands Ordinance 1902.

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 said Ordinance implied shall take effect as covenants by the Crown Agents on behalf of the Commissioner.

Lease to be subject to Ordinance in force.

20. The provisions of these presents and the rights and interests of the Lessees thereunder shall be subject in all respects to the Ordinances Orders 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 or exportation of timber or other produce.

5 no 20 for re-entry.

21. Without prejudice to the rights of the Commissioner under the provision implied by the Crown Lands Ordinance 1903 to give a writ of replevin and sue for recovery of the premises in case of non-payment of any rent or royalties payable under or by virtue of these presents or breach of the Lessees covenants whether express or implied it is hereby expressly agreed that if the Lessees whilst the demised premises remain vested in them shall go into liquidation whether voluntary or compulsory save for purposes of reconstruction only then the Commissioner notwithstanding that he may not have taken advantage of some previous default of a like nature may re-enter on the demised premises or any part thereof in the name of the whole and peaceably hold the same thenceforth as if these presents had not been made.

When the part of the land if Lessee ceases to occupy.

22. If the Lessees shall at any time during the said term cease or fail to occupy and use any part or parts of the demised premises for the purpose of these presents or having brought any part or parts of the demised premises into cultivation shall cease to cultivate and present the same in manner approved by the Commissioner the Commissioner shall be at liberty (without prejudice to any other rights or powers under these presents to which he may be entitled) to re-enter on such part or parts of the said demised premises and thereupon these presents shall take effect as though such part or parts had not been included in the demise hereby made but no reduction shall be made in the rent payable under these presents.

When the Lessee ceases to occupy.

23. The Lessees having paid the several rents and monies 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 other than permanent buildings or any of them which the Commissioner 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.

24. If at the expiration or sooner determination of the said term the Commissioner shall desire to purchase all or any of the fixed or moveable machinery plant or appliances of the Lessees in or about the demised premises 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 said term 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 Commissioner 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 herein contained.

Power to
Commissioner
to purchase
machinery &c.

25. The Lessees 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 including maps plans or drawings in the possession of the Lessees relating to the demised premises as the Crown Agents or the Commissioner may from time to time require.

Power
to require
copies of
plans &c.

26. The Commissioner and all persons authorised by him 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 Lessees 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 Lessees on the portion or portions of land and existing at the date at which the same shall be so set apart and reserved.

Rights
reserved.

Power to
Authorise
prospecting
and mining

27. Notwithstanding anything herein or in the said Ordinance contained the Commissioner 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 Commissioner for that purpose and the decision of such person shall be final.

Having
inspected
the
land

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 Commissioner 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 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.

Receipt of
rent and
waiver
of covenant

29. The receipt of any rent or other moneys by or on the part of the Crown Agents or of the Commissioner shall not 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 Commissioner by virtue of or in connection with any such breach.

Option to
purchase
the
land

30. 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.

31. 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 or 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 and 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 exercise of power to purchase.

32. 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 and 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 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.

Power of delegation to delegate transfer powers.

33. 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 notices
by Crown
Agents and
Commissioner

34. 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 Commissioner
not to be
personally
liable

35. 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.

36. 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 of 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 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 the Colonies 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
notes

37. 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 hereinbefore 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 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 approximately in the position indicated in the plan drawn on these presents and thereon coloured pink but which shall be more particularly defined and delimited as soon as possible by Government Surveyors at the expense of the Lessees.

Signed sealed and delivered by the
above-named

The Common Seal of MONGOLIA,
LIMITED, was herewith affixed in
pursuance of a Resolution of the
Board in the presence of

INDEX.

CLAUSE	PAGE
1 Grant	1
2 Exceptions and reservations	1
3 Rent	2
4 Lessee's covenants	2
5 To pay out 2,00,000 on improvements	2
6 To pay out 2,00,000 on improvements	2
7 Purposes for which the lands may be used	2
8 Not to use lands for unauthorised purposes	3
9 Not to interfere with lands occupied by or reserved for natives	3
10 As to cultivation of land	4
11 Sanitary provisions and against fouling or interfering with water	4
12 As to improvement of River Tanks	4
13 To deliver possession	4
14 Not to assign &c. without consent	4
15 To comply with Ordinances &c.	5
16 To keep agent on property	5
17 To sell & subdivide to be sold	5
18 No restrictions to be sold to natives	5
19 In conformity of Crown Lands Ordinance 1902	5
20 Lease to be subject to Ordinances in force	6
21 Proviso for re-entry	6
22 Power to enter on part of the land if Lessee cease to occupy	6
23 Power to Lessee to run wire machinery	6
24 Power to Lessee to purchase machinery &c.	7
25 Power to Lessee to purchase &c.	7
26 To be removed	7
27 Power to allow natives prospecting and mining	8
28 Saving customary rights of natives	8
29 Receipt of rent not to waive breach of covenant	8
30 Option to purchase up to 50 square miles	8
31 Rescission of option to purchase	9
32 Power to Crown Agents to delegate or transfer powers	9
33 Notices	9
34 As to notices by Crown Agents and Commissioner	10
35 Crown Agents and Commissioner not to be personally liable	10
36 Arbitration	10
37 Marginal Notes	10
Tax Sovereignty	10