

DESPATCH

EAST AFR PROT
No 10915

C.O
10915
Rec
26 MAR 08

RECEIVED
AFRICAN
DIV

Subject:

1808

H. H. H.

East African Cotton Syndicate
Land in Tana Province

To draft a grant for lease

(Minutes)

~~Mr. H. H. H.~~

Mr. Read

This was all right
Send the draft to the Registrar
w.r. to 8081 address as to
the Survey as in the form
d.d. 10904 3/3

J.R. 2/3

done

H. J. R.

3/3

Recd Tel 3 11 June 16/02 ✓
To Gen 439 - Sept 1902

sequent Paper.

304

10915



Governor's Office

C O
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REC'D
26 MAR 08

Naivasha

March 26 1908

My Lord,

In continuation of my despatch No. 98 of
the 2nd instant, I have the honour to transmit
herewith a draft agreement for a lease to the
East Africa Cotton Syndicate of certain lands in
the Tanganyika Provinces of this Protectorate.

I have the honour to be,
With the highest respect,

My Lord,

Your Majesty's most obedient,
and humble servant,

U.S. PRINCIPAL SECRETARY OF STATE
FOR THE COLONIES,
DOWNING STREET,
LONDON, E.C.

x. 10. 10904

573. 9-11

In Despatch No. *11* of *1908* 1908C O
10915Rec^d 190
26 MAR 08

An agreement made this day of

Between His Most Gracious Majesty King Edward

Seventh of the one part and The East Africa Cotton
 Syndicate (hereinafter referred to as the Lessees)
 of the other part Whereby in consideration of the
 rent hereinafter reserved and of the covenants by the
 Lessees hereinafter contained or implied by virtue of
 the provisions of the Crown Lands Ordinance 1902 His
 Majesty doth hereby demise unto the Lessees all that
 piece or parcel of land situate in the Province of
 Tamaland in the East Africa Protectorate comprising
 100 acres of thereabouts to be selected subject to
 the approval of the Land Officer Excepting and reserv-
 -ing all native or other rights if any to in or over
 the said land To hold the same unto the Lessees for
 the term of three years from the day of
 190 subject save where expressly herein otherwise
 provided to the provisions of the said Crown Lands
 Ordinance 1902 and especially the provisions contained
 in article 14 thereof and to the Rules for the time
 being in force under the said Ordinance Yielding
 and paying therefor for the said term the yearly rent
 of one peppercorn if demanded And the Lessees do here-
 -by covenant with His Majesty his heirs and successors
 that they the Lessees will during the said term use
 the said land for the purposes of cultivating cotton
 only And that the said land shall be surveyed and the
 Lessees shall pay all the costs of such survey And it
 is agreed that when such survey has been completed a
 plan of the said land agreed to and signed by the
 Chief Surveyer shall be annexed hereto And it is
 further agreed that if before the completion of such
 survey and annexure of the said plan as aforesaid any

question arises as to whether any place or is not within the land hereby leased the matter shall be referred to the Commissioner of Lands whose decision thereon shall be final. And the Lessees further agree that they will have a copy of this agreement to the Government and that service copies or deliveries at the said address of all notices and other documents shall be deemed good service upon the Lessees. And that the Lessees will not assign sublet or otherwise part with the possession of the said land or any part thereof without the previous consent of the Governor in writing. And will pay Rs.15/- for every such consent and will pay the costs of the preparation of this agreement amounting to Rs.100/- . Provided always and it is hereby agreed that the Lessees will during the first year of the said term plant with cotton 50 acres of the land hereby demised. And will during the second year of the said term plant with cotton an additional 100 acres of the said land. And will during the third year of the said term plant with cotton an additional 200 acres of the said land. . . . Provided always that if at the end of the term hereby granted the Lessees shall have planted with cotton and shall then have under cultivation not less than 350 acres of the said land and shall have performed all the covenants hereby agreed by them to be performed His Majesty his heirs and successors shall grant to the Lessees a lease of 10000 acres of land to be selected by the Lessees subject to the approval of the Land Officer of which the land hereby demised shall form a part for a term of 30 years at a yearly rental

of Rs. 1500/- subject to the usual covenants and to the following special covenants:-

1. That the Lessees shall spend a sum of Rs. 5000/- in development of the said land within five years.
2. That at the end of the first year of the term the Lessees shall have under cultivation 500/- acres of the said land.
3. That at the end of the second year of the term the Lessees shall have under cultivation 1000/- acres of the said land.
4. That at the end of the third year of the term the Lessees shall have under cultivation 1500/- acres of the said land.
5. That the Lessees shall at all times thereafter during the said term keep not less than 1500/- acres of the said land under cultivation.
6. That there shall be reserved to His Majesty his heirs and successors all forest land within the said area.
7. That the Lessees shall be at liberty at any time on giving to the Governor six months' previous notice in writing to surrender to His Majesty his heirs and successors [of] the said land.
8. That the Lessees shall have an option if they so desire of further extension of the lease of the said land for a term of 30 years on the same terms and conditions as hereby agreed to be granted (except the present condition of extension).
9. That the Lessees may use and take water from the River Tama so long as & inasmuch as they do not interfere with the navigation or existing rights subject to clause 9 of the said Crown Lands Ordinance

4.

1902 and subject to all other irrigation rules for the time being in force at which may hereafter be made provided that in the event of any dispute or litigation to the use of the water of the said River from the same shall be referred to the Commissioner of Land & whose decision thereon shall be final.

Provided always and it is hereby agreed that the lease of the said 500 acres of land hereby devised shall be granted to the Lessees and the Lessees shall accept and execute the counterpart thereof when and so soon as it is tendered to them for execution and until the same is executed the parties hereto shall be bound by the covenants and conditions hereinbefore contained and agreed to be contained in the lease as if the same were actually executed.

IN WITNESS whereof &c. &c.

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2nd April 1908

Sir,

In further reply to your letter of the 5th of March, I am directed by the Earl of Elgin to refer to you the accompanying draft agreement for a lease to the S. A. Cotton Syndicate of certain land in the Tana Land Province of the E.A.P.

The Gov of the Province reports that the boundaries of the grant have only lately been defined and instructions given for survey, and that, owing to the isolated position of the block, it is not

DRAFT

Secretary
East African Cotton Syndicate Ltd.

MINUTE.

- Mr. Sutherland 2/4
- Mr. Read 1/4
- Mr. Jug
- Mr. Andrews
- Mr. Ch.
- Mr. Macca
- Mr. Hopwood
- Mr. Churchill
- The Earl of Elgin

~~Agreement
Vol. 650915~~

Copy 2 Sept 1908