

FROM

Grogan E.S.

DATE

28. 1. 25

4352

REC'D
REG' 29 JAN 25

FOR CIRCULATION -

Mr. Bottrill

Mr.

Mr.

Post U.S. of S.

Miss G. A. Stee

U.S. of S.

U.S. of S.

Secretary of State

M'Baraki

Requests confirmation of his interpretation
of the phrase "free of encumbrances" used
in S. J. S. letter of 1st Dec. 24.

Previous Paper

2/1/25

MINUTES

I annex a note on the previous offer
Mr. Grogan has since explained to you on
the telephone what he means by this, etc.

J.H.
2. 2. 25

Yes. There was some difference of opinion
here as to what he meant, & I asked him
to write it. The point is that he was
advised that the formula would still
(after Govt. purchase) leave him

as ground landlord - or lessor - of
the Government, & he would be
to explain that he did not mean
this. (Purchase would be by ground)

Subsequent Paper

2/5000/25

copy sent to En Camp 31
on 24 5565/25
13113 1025

...then the ...
my charge would be the ground
... and ...
... of the ...

... to ...
... in the
... it ...
... for ...

605 2/14/15

112 3/1/25

Let us make it abundant
... that we are buying
... the company
... all ... rights
...
... 3. 2. 25

In September 1920 Major Gogan was a
to quote his price for the whole estate as
it stands recorded in the Land Office and
replied "£600,000 for whole estate subject
existing sub-leases of plots A. 51, 52, 54, 55,
56 and A. W. Coy. Area, but with benefit of
same free of all ground rent ^{now} ~~of~~ £2,665
payable to Luraki." The Government being
informed of Gogan's terms, ^{but} ~~and~~ the
titles were complicated, and ~~the~~ was
sent by the Co. to Major Gogan saying
"it would be necessary for you to
understand that any sum which could
be offered to your Company must be
reduced by any amount which the
Government has to pay later to the
mortgages or others in order to secure
clear and full title, or, alternatively,
the sum offered must be

47556/25

52831/22

released from all complications and clear
titles be offered before the Government
could consider a purchase."

In his reply ^{20/10/23} Major Grogan wrote
55725/23
The prices quoted in my letter to the
Hon. Secy of the 26th Sept are
for the areas covered by 1 of
all mortgages by the time and
and rec'd the title the husband
and wife payable to the name
of the bank and subject to the same
as the 1st of the Wharfage Company
and the same
Major Grogan later went on to
and negotiations were resumed
On 14/11/24 a telegram from the
Hon. Secy's Legal Adviser is
attached that Grogan and Kikindini
Company can give clear title
subject to their raising all
mortgages and charges which they

have agreed to do!

27664/24

In June 1924 Major Grogan informed
the former that the terms offered in
his letter of 26th September 1923 still

In this office on 5.8.24 Major
Grogan wrote into the offer attached to
29151/24 viz "£250,000 for the entire
holding of the Kikindini H.W. & E.G. Ltd
including Grogan's ground & block
position but subject to the Wharfage
Company's lease and the lease of 5
plots on adjacent block and the
concession of Grogan's first lease to a
99 year lease of the areas under the
licence at the rentals provided for in
the licence."

37412/24

On 8th September Major Grogan was
sent a letter from the Co. saying that
the
"as the fact of Kenya is not
prepared to purchase a lease over the

PUBLIC RECORD OFFICE

CONTINUED ON NEXT FILM

C0533/343

TOTAL EXPOSURES → 649