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TIGHTLY BOUND FOR ALL WORDS TO BE
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released from all complications and claims
titles be offered before the Government
could consider a purchase."

In his reply ^(26.11.23) Major Grogan wrote. 55735/pc

"The prices quoted in my letter to Sir
Herbert Read of the 26th September
were for the areas concerned free of
all mortgages hypothecations and
rents and other than the aforementioned
found to be payable to the above
mentioned Works under subject to the lease
of the African Wharfage Company
but with benefit of the same."

Major Grogan later went on to
state that negotiations were resumed
on 20.4.1924 a telegram from the
Government stated "Legal Adviser is

satisfied that Grogan and Kikichini
Company can give clear title
subject to their raising all
mortgages and charges which they

16657/pc

have agreed to do."

27166/pc

In June 1926 Major Grogan informed
the General that the terms offered in
his letter of 26th September 1923 still stood.

In this office on 5.8.26 Major
Grogan wrote that the offer ^{should} be
29057/pc viz "£250,000 for the entire
holdings of the Kikichini H.W. & E.C. Ltd
including Grogan's ground landhold
position but subject to the African
Wharfage Co. lease and the lease of 5
plots on Akbari Road and the
conversion of Grogan's forest license to a
99 years lease of the areas under the said
license at the rentals provided for in
the license."

57412/pc

On 8th September Major Grogan was
sent a letter from the Co. copying into
file: (a) The fact of Kenya is not
prepared to purchase a lease area than

the whole of the Akbari estate.
(d) The Govt. of Kenya is unable to
contemplate the purchase of the whole
estate at £400,000 which it is
understood is the maximum price
which your Company would be prepared
to accept for it."

Major Goggin would not accept
that refusal of the Govt. to purchase,
although in negotiations he always begins
by saying he does not want to
sell. He replied in a letter of 9th Sept.
saying that a reasonable offer should
be made to his Company for the
whole estate. After consulting the
Governor a fresh offer was made
to Major Goggin on 1st December 1924
for the purchase of the whole of
the Akbari estate of your Company.

Member valued at the price of
£300,000. This offer was made

42051/14

50670/14

... of your Company of Kenya
estate, and in particular for your
Company's obtaining an undertaking from
the African Wharfage Company, Ltd.,
to waive unconditionally its option
to purchase the existing wharf at
Akbari or any portion of the estate."

Major Goggin did not think it was
a trap, and in a memo submitted by
him on 8th December 1924 prior to his
interview with the P. O. he wrote:

"A sale now at £400,000 is bad
business. The estate is already earning
1/2 net on that amount with virtually
all the property in hand. There has been
a vast improvement in all the conditions
affecting myself, the Company and the
port since the offer of £200,000 was
made 15 months ago."

54667/14

Subsequent correspondence is with regard
regarding the proposal to offer
£404,000 for the whole of the estate
free from all encumbrances, but no
definite offer has been made to
the Government since that in letter
of 18th December.

TELEGRAMS CAPITAL.
TELEPHONE 6487 KENNINGTON.

4352

REC^d
RE 29 JAN 25

52, DRAYCOTT PLACE,

S.W.3.

January 28th 1925

The Under Secretary of State
Colonial Office
S.W.i.

300

508

Sir,

lyx

With reference to your letter 50670/24 of December 1st. 1924: the phrasing, read without knowledge of the antecedent negotiations, is ambiguous.

I have interpreted the expression "free of encumbrances of every sort" to mean that the purchase price shall include the acquisition of my personal interest in the lands leased to the Company, which interest is of course quite distinct from the "estate" of the Company.

The question has been raised in the course of business and I shall be grateful if you will write to confirm my interpretation as above.

I am, Sir,
Your obedient Servant

W. S. Grogan

9/4 552/25 change

July

13 FEB 1925

552/25

sd *30*

3 Feb. 1925

DRAFT.

E. S. Payne DSO

copy to Mr. King (2)

receipt of your letter of the 21st

MINUTE.

2nd ed. 3:2-25
1st ed. 3:2-25 f.s.

of January regarding the interpretation of the expression

"free of encumbrances of any sort," and to confirm your

interpretation that the phrase

shall include the acquisition

of your personal interest in the

lands based to the

condition is that Govt.

purchase will extinguish all

Handwritten

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Eastern Smith

copy for

Henry

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