

1925

KENYA

515

5565

REC'D
FEB 25

Date

4th February 1925

Grogan G.S.

RELATION -
Bottling

M. G. Grogan

S of S
M. G. Grogan

considers that the only qualification in your tender is that which safeguards the charging of a higher rate than that on first price

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PREVIOUS PAGE

MINUTES

We acknowledge the report and find that the tender has made a condition that he should retain the...
...should get off...
...the Government...
...not had a receipt...
...the... should refer to...
...of 4th July...
...of letter to Major Grogan...
...from Grogan 1.1.25/2.1.25, to Major Grogan and

And - 28th 1925

Subject Page

4/25/25

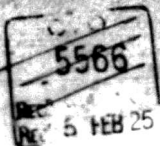
to Lord Inchcape (1224/50670), from Lord
 Inchcape (1224/50670), from Lord Inchcape (1224/50670),
 Lord Inchcape (1224/50670), from Lord Inchcape
 26. 85) from Major Grogan 22125 (6552),
 22125 (6552), from Major
 Grogan
 from Major Grogan
 22125 (6552)

We seem to be getting at cross-
 purposes. The statement in Major Grogan's

Inchcape had "in compliance with your previous,"
 agreed to waive any option to purchase" appears
 to be quite correct inasmuch as it is exactly
 what Lord Inchcape told us himself in 59467.
 viz.. that "we shall waive our option of
 purchase, retaining our lease of the pier, over
 which we land and ship cargo. provided the
 Railway does not penalize cargo" etc.

In our letter of '0000 we made
 reference to the retention of the lease which
 is really, as I understand, the point of
 difficulty. and Major Grogan speaks only of
 the question of railway rates and ignores the
 question of the lease. However we had better
 not continue the controversy with him at this
 stage; but we should certainly let the Governor
 have the whole correspondence at once.

The 5/1/00
 Yes Together with the statement
 from you that it is desirable
 for every point of view to
 complete the purchase even
 if we cannot make any
 better arrangement with
 Lord Inchcape let us get rid
 of Col Grogan's low company
 interests once and for all
 Woly 6 2 73



52, BRAYCOTT PLACE,

S. W. 5.

February 4th 1925

Under Secretary of State
Colonial Office.
London, S. W. 1.

I beg to acknowledge the receipt of your letter no. 435/25
February 3rd 1925 and to endorse the same as a definition of the
intention of the two parties at the stage of the current negotiation
represented by your letter No. 50670/24 of December 1st 1924.

I am,

Sir,

Your obedient servant

W. S. G. G.

5565

REC
REC 5 FEB 2552, DRAYCOTT PLACE,
S. W. 3.

February 4th 1926.

Under Secretary of State
Colonial Office
London, S.W.1.

I beg to acknowledge the receipt of your letter No. 5000/25
February 3rd 1926.

2. The only qualification in Lord Inchcape's waiver under
of December 17th 1924 is contained in the words "provided the
Railway does not penalise cargo passing to and from our pier by
charging a higher rate than they do on cargo going to and from the
Government pier at Kilindini".

I cannot regard a stipulation that the Uganda Railway
should follow procedure dictated by reason and specifically
prescribed by the Ordinance defining its powers as a "condition"
included within the meaning of paragraph 2. of your letter No.
5070/24 of December 1st 1924, since such inclusion would involve
our endorsement of the propriety of Government allowing a State
Railway to exceed its statutory powers in the exercise of rights
entrusted to it by Government for the purpose of destroying another
party exercising similar rights held from the same Government.

3. Until therefore I have it officially restated by the
Secretary of State that he authorises the Uganda Railway to use
powers granted by the Kenya Government and defined by Ordinance,
so as to penalise in defiance of such Ordinance the Kilindini
Harbour Wharves & Estate Co. Ltd. a private enterprise exercising
rights conveyed to it by the same Kenya Government; I shall continue
to regard Lord Inchcape's letter as the unconditional waiver
required by your letter No. 5000/24.

4. I am constrained in conclusion to record the sincere hope
that your letter under reply does not preface a new era of
negotiation on the part of the Kenya Government.

I am, Sir,
Your obedient servant,

W. S. Hoare

G/5565/Khanya
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File

7 FEB 13

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13 Feb. 1925

with reference to your

Corydon's confidential despatch

DRAFT.

To
Corydon (2)

No. 173 of the 9th of

MINUTE.

Called 6.2.25
Bottomley 6.2.25

July 1924 I have for

Mr. [unclear]
Dunlop
Graham
Mr. [unclear]
Mr. [unclear]

- ✓ To Major Grogan 8.9.24 (57414)
- ✓ To Major Grogan 8.9.24 (45057)
- ✓ To Major Grogan 1.12.24 (50070)
- ✓ To Lord Dubs 1.12.24 (50070)
- ✓ To Lord Dubs 4.10.24 (57072)
- ✓ To Lord Dubs 12.12.24 (57047)
- ✓ To Lord Dubs 12.12.24 (50067)
- ✓ To Lord Dubs 21.12.24 (60428)
- ✓ To Major Grogan 28.1.25 (4182)
- ✓ To Major Grogan 2.2.25 (457)
- ✓ To Major Grogan 2.2.25 (5007)
- ✓ To Major Grogan 2.2.25 (5007)

to transmit to you, for your information a copy of correspondence noted in the margin with Major Grogan and Lord Dubs on the subject of the purchase of Akwabi. I regret

that though an oversight due to
the constant telegraphing on the
subject, a copy of the earlier
part of the correspondence was
not sent to you before.

You will observe that Lord
Pembroke has agreed to waive the
option of the African Wharfage Company
limited to purchase the pier at
Mombasa but wishes ^{that Company to} ~~to purchase~~
return its lease and desires in
consequence that the special railway
charge on goods carried over the
Mombasa siding will be abolished.
I am, respectively of opinion that,

even if no further concession
can be obtained from Lord
Pembroke, it would be to
the advantage of the
to buy at the present
interests of Major Gwynne &
the Mombasa Harbour Wharfage
and Estate Company Limited
in the Mombasa estate.

DRAFT.

MINUTE.

- Mr. Shackleton.
- Dois.
- Gracie.
- Major Gwynne.
- Arnold.
- Thomas.

29
L. S. AMERY