

1925

KENYA

555

26389

Date

10th June 1925.

ORDER, E.S.

CIRCULATION

NRABAKI.

Revises position with regard to negotiations for sale of property, observes as to Lord Kitchener's waiver, and in view of financial loss which results from delay requests sale be completed forthwith.

MINUTES

Major Grogan's statement that there was no agreement laid down in the letter of Dec 1 (1924) is not correct. The conditions were that the estate should be handed over free of encumbrances of every kind and in particular that Lord Kitchener should waive its option to purchase the existing Sheriff. Out of the same Lord Kitchener's counterproposal of Dec. 17/24 (1924) and a letter to Lord Kitchener of Apr. 20 (1925) in which the ~~conditions~~ conditions were shown to be his - namely then being Lord Kitchener's counterproposal which stated the position in regard to the estate in the letter of Dec 1. If Lord Kitchener's counterproposal is accepted the receipt of Lord Kitchener's counterproposal should be found necessary to address to Members. A May 27th we promised him to expedite matters (a) but have not done further communication for him. This is not found say that we have not yet undertaken

Handwritten notes:
1000/1000
10 JUL 1925
copy to Gen 58 15/6/25
12/6/25

12/6/25

The original of page 1
is a note that he has a right
to be paid money for the date of the
1st date - proposed with discussion
of the matter - all concerned

to be paid from the 1st date
of the 1st date - all concerned

to be paid from the 1st date
of the 1st date - all concerned

to be paid from the 1st date
of the 1st date - all concerned

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1877-78
1878-79

Page 45

Second

The first part of the document
 discusses the importance of
 maintaining accurate records
 and the role of the
 various departments in
 ensuring that all data is
 properly collected and
 analyzed. It also mentions
 the need for regular
 communication between
 the different units to
 avoid any confusion or
 duplication of effort.
 The second part of the
 document focuses on the
 specific procedures for
 data entry and the
 use of the computer system.
 It provides a detailed
 overview of the software
 being used and the steps
 required to input and
 verify the information.
 Finally, the document
 concludes with a summary
 of the key points and
 a list of recommendations
 for future improvements.
 It is hoped that these
 guidelines will help to
 streamline the process and
 ensure the highest quality
 of data for all projects.
 Thank you for your
 attention and cooperation.
 Sincerely,
 [Signature]

TELEGRAMS, CAPCAL
TELEPHONE 4427 BARRINGTON

52, DRAYCOTT PLACE,
S W 3.

20399

June 10th 1928

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

Sir,
I am in receipt of your letter No. 24004/25 of yesterday. It appears to be based upon a misunderstanding of the intention of my letter and indeed of the essential facts of the case.

- 2. The essential facts are:
 - (a) December 1st 1924 Government offered £350,000 for the property subject to one proviso only, namely that Lord Inchcape should waive unconditionally his option to purchase the wharf.
 - (b) December 17th Lord Inchcape agreed to waive his option subject to one stipulation only, namely that the Railway should not penalise E'Baraki.
 - (c) January 30th I unconditionally accepted the offer of December 1st.
 - (d) February 3rd the Colonial Office contended that Lord Inchcape's waiver was not unconditional.
 - (e) February 4th I replied that penalisation of E'Baraki was contrary to the provisions of the Railway Ordinance and that therefore the waiver was in principle unconditional.
 - (f) In April the Secretary of State wrote to Lord Inchcape assuring him that there should be no penalisation.

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Thus the only limitation of Lord Inchcape's waiver, namely compliance with the Ordinance, has been agreed; and I have held and held that the letters cited constitute a contract of said.

3. In my letter of acceptance (January 30th) Clause 6. I suggested that Government should enter into immediate possession so that it might control the work in hand. As this work was the essential preliminary of any development of the area, I carried it on at my own expense both to protect the work itself and to get valuable experience for the Colony. It did not occur to me that Government would delay completion and pocket the results of my expenditure without scruple. The purpose of my letter of May 20th was to point out that the arrangement appeared to have been made for the best of the work.

4. I now understand that the negotiations referred to in your letter No. 10004/25 of the 20th April 1928 have no connection whatever with the one proviso of your offer, namely the waiver of the option to purchase, but aim at a comprehensive agreement with Lord Inchcape in respect of matters not raised in or in any way related to your offer of December 1st. Many of these are issues which could only be properly raised by Government as de facto landlord, and none of them concern my Company as they are in no sense provisos of the sale. I should point out however that the effect of these extended

negotiations is most damaging to the third party value of the estate and therefore should have been deferred till Government was in actual possession of the estate.

It is obviously wrong that such negotiations should be used as an excuse for delaying completion of the sale since every week delay involves my Company in a financial loss of £250 over and above the sums which I have foolishly found for the continuance of the work on the estate.

I beg you will consummate the sale forthwith.

If as your letter indicates Government proposes (a) to agree without payment work which I have done for the benefit of the estate since the offer of December 1st, some of which work has been undone by direct action of Government; and, (b) to take full advantage having refused arbitration, of a sale effected by duress; my Company and I presumably have no legal redress.

I assume, however, that this method will not be extended to the point of depriving the Company's right to interest on the purchase money, less net income received, as from December 1st, since the value of that period has been used by Government for the sole purpose of harassing the Company's tenant while the Company had no further beneficiary interest in the development of the estate.

I am,

Sir,

Your obedient servant

W. S. G. J. G.

25708/1925.

Telegram from the Secretary of State for the Colonies
to the Officer Administering the Government of Kenya.
(sent 12.10 p.m. 22nd June, 1925)

Your telegram 11th June 254 port control shall await
your despatch but undertaking has been given to Grogan
that settlement of M'baraki question will be arrived
at before 12th July. On receipt of your telegram 8th
April 155 proposals agreed upon were put to Inchcape
who found it necessary to refer to African Wharfage
Company locally but expects to receive their reply
about 22nd June when it is hoped to discuss whole
question with him. In view of short time available
essential that you should understand that if any
assurance as to the future is required by Inchcape
it will have to be dealt with without waiting for
report of proposed Commission.

AMERY.