



GOVERNMENT HOUSE,

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527
24 OCT 21

30th September, 1921.

With reference to Colonel Amery's despatch No. 412 of 12th March, relating to the application from Major B. J. Grogan, D.S.O., for a site for erecting plots at Nakuru, I have the honour to inform you that with consideration of the matter with the Executive Council I have approved in principle the proposal that a portion of the land at Nakuru should be reserved for stacking plots should be allocated to Major Grogan for the purpose stated in his application. An additional 5 acres adjoining should be reserved for alienation at a subsequent date should the 5 acres prove to be insufficient.

2. I have caused to be drawn up drafts of the general conditions governing the grant and of the covenants which would be inserted in the lease, of which I attach copies for your information.

3. As regards paragraph 4 of the draft covenants the question of the proportionate charge which would be payable by Major Grogan in respect of railway sidings to serve the plots cannot for the moment be decided as the layout of the plots and sidings has not yet been settled.

THE RIGHT HONOURABLE

WINSTON CHURCHILL, P.C., M.P.,

SECRETARY OF STATE FOR THE COLONIES,

DOWNING STREET, LONDON, S. W.,

(2)

settled. An estimate of the price per foot of frontage cannot therefore be stated at present. In the event of the draft conditions being submitted by you to Major Grogan in London, I would suggest that he be informed that the grant would be made subject to payment by him of such a proportionate charge for findings as may be fixed later when the layout of the remainder of the plots has been considered and the amount estimated for the whole.

4. I understand that the draft conditions have already been forwarded direct to Major Grogan by the local manager of the Equator Saw Mills Limited, with whom this Government has been in communication on the subject on his behalf.

I have the honour to be,

Sir,

Your humble, obedient servant,


ACTING GOVERNOR.

GENERAL CONDITIONS.

1. The area of land to be 5 acres with an option over an additional 8 acres adjoining (provided the 5 acres already granted are inadequate for the purpose for which they were granted) such option to be exercised within 5 years of the date of the grant at the market rate then current.
2. The Lease to be for a term of 99 years from the first day of the month following the issue of the grant.
3. The rent to be at the same rate as that of other stacking plots at Nakuru if and when such are auctioned.
4. The purchase price to be pro rata to the average price realized of other stacking plots at Nakuru if and when auctioned, provided such auction is held within a six months of the date of the grant.
5. In the event of the auction not being held within the prescribed period the rent and purchase price to be assessed in the usual manner. i.e. 1/5 of estimated value of plot to be the purchase price. 4/5 of 4/5 of estimated value of the plot to be the rent.
6. On payment of the purchase price the value of the Londiani Plot which Government are committed to grant to Major Grogan is to be estimated and deducted.

The following are the covenants to be inserted in the Lease

1. The Plot to be used for the purpose of a Dressing Plant and the Stacking of Timber and for no other purpose whatsoever.
2. The Lessee shall erect on the plot buildings and machinery suitable for the purpose for which the plot was granted and shall complete the same as a going concern within two years from the date of the Grant.
3. Such buildings to be erected according to plans and specifications which must be approved in writing by the Commissioner of Lands or such other official as he may appoint for the purpose.
4. The Lessee shall be responsible for the proportionate cost of construction of the sidings and road or roads serving the Stacking Plots such cost to be leviable on the completion of such sidings and roads.
5. The Lessee shall drain his plot to the satisfaction of the Government and shall connect such drainage with any main drainage system of the Township of Nakuru as hereafter be constructed.
6. The Lessee shall keep his plot in a clean and sanitary condition to the satisfaction of Government.
7. The plot shall not at any time during the term be used as a place of residence by any person or persons whatsoever with the exception of caretakers in the employ of the Lessees.
8. The Lessee shall not assign sublet or otherwise part with the possession of the land leased or any part thereof without the previous consent of the Governor in writing.

~~2777/21~~
Cmwa 34625

Sir

Si,

[2777/21]

With ref. to your letter N^o V/8 of

(Thomson's letter)

the 16th of March / in the
re: your application for a
grant of making a grant of land

near Nanyuki for the erection of a

crossing plant

transmission line

of which you state that a deposit has

been made from the Govt of

Kenya

in respect of the land

at Nanyuki set aside for the

purpose of the crossing

AFT.

of Goga. 25/5

MINUTE.

Clark 25/5
Balthasar

Copy your letter 14 Nov 21
to 2777/21

- Mr. Clerk
- Mr. Balthasar
- Mr. Head
- Mr. Fiddes
- Mr. Ford
- Mr. Small

2777/21

over

The grant would therefore be made subject
 to payment by you of such a
 proportionate charge on savings as may

AFT.

be fixed later when the layout of

of the remainder of the plots has been

MINUTE.

considered & the amount estimated for

the whole.

(4) I am to enquire whether

you are prepared to accept a

on the terms indicated

Wells
 Ambert
 Road
 Chiles
 Road
 Churchill