

EAST AFR. PROT.
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Date.
912
January
Previous Paper.
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MESSESS LINGHAN AND GROGAN CONCESSIONS

Submits observations on outstanding difficulties. The question of taking up glade land must be re-opened and Capt Grogan informed that he can be given no right to acquire any such land save and except for the proper working of his concession. States amount of rent already paid. Sends plan of land on Mombasa Island showing what is proposed to a lot to Capt Grogan and what to reserve for the Govt.

W Read

Points (2) & (5) now appear to be in a fair way of solution. But this new attitude of Sir P. Grogan as to glade land in the new area involved in point (4) is disconcerting and may lead to trouble. Point (4) is really the question of rent already paid in respect of the original forest areas. Sir P. Grogan has raised an entirely new point in the glade land question, & virtually seeks to go back on something settled with Mr Grogan (though, of course, as part of a general arrangement

Ad. to Grogan for return of this 21851

Subsequent Paper

15000

which has not yet been finally accepted
a year or more ago.

In the meantime Capt. Progan has
gone back to East Africa. He sailed on
the 2nd of February, & will therefore have a
few days in the pit before Sr P. Girouard
leaves. He is coming home again in the
summer, and will therefore perhaps
meet Sr P. Girouard again if they do not
meet now. We had better get them together
if we can. There appears to be no end to
correspondence.

Draft telegram herewith.

Yours

Feb 21.

at once.

to J. R.

21/II

702

C O
4752
12

GOVERNMENT HOUSE,
NAIROBI,
BRITISH EAST AFRICA

EAST AFRICA PROTECTORATE

(No. 57)

295

(Incls. 3)

Sir,

State

M

(C) I

of roads and

THE RIGHT HONOURABLE
LEWIS HADDO
SECRETARY
DORSET

100-100-20

inadmissibility of the proposal put forward
by Captain Grogan as the condition on which he
would be prepared to waive his claim to be relieved
from royalties payable hereafter the amount of
the rents already paid in respect of the forest
concessions. Indeed, as a result of a visit
which I have recently made to the new area to
be covered by the license, viz. that lying
between the railway sidings by Mr. Corryell and the
Aga railway, I am inclined to be much
satisfied.

On the occasion of my visit to England
at the beginning of last year to examine the
the details of the land comprised in this
new area, I should have certainly continued the
proposal, contained in paragraph 4 (b) of
Mr. P. J. Grogan's letter to myself of January 31st
1911, that Captain Grogan should be allowed
to take any 'glade' land at all other than
that actually required for opening the forest
concession.

I have been satisfied myself from personal
observation that a very large proportion of
this new area might justifiably be called glade
land. In fact even if it is not forest at all,
and to accord preferential treatment in respect
of it to the licensee of the forest concession,
already a large landholder elsewhere, instead
of throwing it open to allotment would undoubtedly
arouse widespread and, in this case,
reasonable indignation on the part of the
general public.

T 1217

So far from being in any way willing to modify in Captain Grogan's favour the conditions on which he should be allowed to take up glade land in the new area, I am strongly of opinion that, as the terms of settlement have not yet been finally agreed upon, this particular matter should be re-opened and Captain Grogan informed that he can be given no right to acquire any such land in the area in question save and except for the purpose of the proper working of his concession subject to the approval of the Conservator of Forests.

I am naturally averse to placing any obstacle in the way of a compromise which is in any respects so eminently desirable but I am well aware that the grant of this privilege to Captain Grogan would be an injustice to the community at large and would afford grounds for just and legitimate dissatisfaction, and I therefore deem that this particular part of the proposed agreement may be found susceptible of revision.

Referring to the amount received and made respecting the rental of any actually paid I find that Rs. 4000 has been paid in respect of the land on Mochasa Island and Rs. 2000 in respect of the forest concessions. I attach a statement of the enclosed for the Land Officer showing how this sum is laid up.

(5) I forward herewith a plan of the land held by Captain Grogan under the agreement dated July 14th 1904 showing the division which is proposed. This will I think be found to comply with

Handwritten signature

with the conditions laid down viz: that it should divide the land into parts of approximately equal area and value, that it should give Captain Grogan the land lying along the Mbaraki Creek, and that it should at the same time divide into approximately equal portions such part of the water frontage as possesses any substantial value. It is proposed to allot to Captain Grogan the portions marked A and B retaining for Government those marked B and C, which are now property already in our possession and that therefore ~~it~~ in more conveniently with any scheme for future development of the port.

It is difficult at the present moment to say exactly what effect the alienation of a part of this land may have on our future requirements. Just now it is more in the direction of Makapa that the frontage is being utilized, but it may be taken as axiomatic that any portion of it will be an asset of great value in the future and that ~~in~~ the more of it we are able to retain the less likelihood is there of our having to reacquire sites at great expense.

I have the honour to be,

Sir,

Your humble obedient servant,

GOVERNOR.

In reply please quote
No. 1140/6. LL/L & date.

4782
Land Department,
Nairobi,

1 FEB 12
2012 January, 1912.

INCLOSURE

To Despatch No. 57 of 2012

299

Sir,

re Capt. E. S. Gregg, Land Mombasa Island

With reference to your letter No. E 263 of the
8th instant, I have the honour to inform you that
rent has been paid on this area from the 1st
October, 1904 to 30th September, 1910, amounting to
Rs. 9000/-, @ Rs. 1800/- per annum.

I have the honour to be,

Sir,

Your obedient servant,

W. H. H. H.
Land Officer.

The Secretary to the Administration,
Nairobi.

1815. G/W.

Land Department.

Nairobi.

30th March, 1909.

301

Sir,

Mr. E. S. Grogan's Forest Concession
64,000 acres. Eldama Ravine.

It appears that rent amounting to Rs.3500 was paid by you on the 1st October, 1906, being as to Rs.2000 rent in respect of the above concession, and as to Rs.1500 rent due in respect of 100 acres situate at Kilindini, notwithstanding the fact that a notice had been served upon you, as agent for Mr. Grogan, to fulfil the conditions of an agreement dated the 9th July, 1904, being an agreement to lease 64,000 acres of forest land situate near Eldama Ravine.

I have to point out that the above amounts were accepted without sanction or authority, but I am now authorised to state that the rent in respect of the 100 acres situate at Kilindini will be accepted.

With regard, however, to Rs.2000 paid in respect of the forest area, I am directed to inform you that this rent cannot be accepted, and I accordingly enclose refund vouchers for Rs.2000.

I am &c.,

Ed. Iven L. O. Gower.

Commissioner.

C. Hunter, Esq.,

Nairobi.

Kairabi,
2nd April, 1909.

302

Sir,

E. S. Grogan's Forest Commission,
Kilima Kevine.

Mr. Hunter has handed me your letter to him of the 30th ult., No. 1815 with Treasury Voucher for Rs. 2000/- attached.

By Mr. Hunter's instructions I now return the said Treasury Voucher which please find enclosed.

Mr. Grogan's rent has been duly paid in the usual course and he holds a receipt therefor. When my client requires a refund of his rent he will apply for same, meanwhile his legal position cannot be altered by the Government sending his agent a Treasury Voucher for Rs. 2000/-.

I have &c.

sd. B. C. Allen

The Conveyancer,

Copy 222/205
Extract from Conveyancer's letter No. 5202
of the 2nd October, 1906, to W. C. Hunter, Esq.,
on the subject of Mr. R. E. Grogan's Forest
Concession.

I have the honour to acknowledge the receipt of
your two letters dated the 1st inst. herein.

The facts as stated in your letter relating to
the Forest Concession, namely, that the rent
amounting to No. 2000 has been tendered and refused,
are correct.....

304

RECEIVED
22

Genl E.A.P.
4782



sent 12.55 pm
J.P.

DRAFT

Delegation

avoid 15/2/82

Am

Your despatch of 20 Jan 1882

alleged

MINUTE.

- Mr. ... Feb 21
- Mr. Read 21
- Mr. ...
- Mr. H. ...
- Mr. J. Anderson
- Mr. ...
- Mr. Hargrave

57 Progan

left Marcellus

Callarent

2 February

fallacitas

Please endeavour to
ascertain

satisfactory arrangements

anemograph

with him

travelling

for consist.

O.D.
L APR
L 2

Print

DRAFT

Ramsey Woodruff, Esq.,
D.P.

2nd April 1912

MINUTE

Mr. Read, spirit

- Mr. G. J. ...
- Mr. H. J. ...
- Mr. J. Anderson, ...
- Mr. Harcourt

My dear Ramsey Woodruff,
I am in receipt
of your letter of the 27th
of March regarding the
Suzanne's timber concession
the grant of 100 acres
on Newberry Island which
has made a concession
with it.

2. The concession was
granted by the local
authorities, before the
C.O. took over the

450

Yes

17.0

administration of the
S.A.P. and it has
proved unsatisfactory
both to the Government
and to Mr. Jagan. [The
question of terminating
the lease was considered
in 1910 but we were
advised that the Court
of the Privy Council would
probably give judgment
in favour of the Govt.
& since then our
efforts have been
directed to getting
the lease cancelled
in such a way as to
make it satisfactory to
both parties.

[3. Our efforts have been,

307 I think, successful, & I
understand that Mr. Jagan
has accepted the
offer of some persons of
good financial standing &
that he proposes to start
working his concession at
an early date.] One of
the conditions [of the new
arrangement is] that he
is to surrender to the
Government one half
of the land at disposal
but I understand that
a third party has asked
I believe a contesting
the claim of the
Government - of
Mr. Jagan to the whole
plot of land.

L.H. Jagan

PUBLIC RECORDS OFFICE T.S. SPONG

1911 March, 1912.

In looking through some

private letters to the about land

the case

received the very Candidate

and still more recently

was

a native.

received a valuable t also

Africa some seven

and is connected with it he got a

of one hundred acres

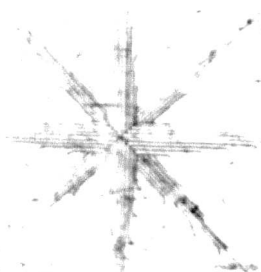
at a nominal rent.

he has never fulfilled the condi-

of his lease, but is not being allowed

PLAN
PROVISIONAL
OF
MOMBASA ISLAND

Bas Malowe Iron



San Francisco