

EAST AFR. PROT  
32598

32598  
Rec'd  
Real: 11 JUL 1916

Gov  
Richard 356

MAJOR GROGAN'S LAND ON ATHI PLAINS

1916

June 10  
last previous Paper.  
3/4548  
1/2

tra copy corres. respecting payment of registra-  
tion fees and stamp duty in connection with lease.  
considers major grogan may reasonably be called upon  
to make the payments and trusts he may be authorised  
to reply to that effect.

Ans. 521. 26 July 16  
at subsequent Paper.

~~Mr. Read~~  
Mr. Read.

This is rather a tricky affair and  
as it concerns the interpretation of the  
correspondence on a particular bay etc.  
I cannot see that any question of  
principle is involved.

The case for the Govt is not very well  
set out. The text of the letter of H.N.13  
would have been more useful than  
Mr. Grogan's précis, with comments, in  
para. 9 of letter of 20 April, while  
his table of addenda & corrigenda  
(5 June) is hopeless.

The answer to the question - was the  
increase of area on exchange in consideration  
of (a) the exchange or (b) the imposition  
of revised of rent conditions -

to be "both" - see Butterbee's  
minutes on Gov/1853/102 and the  
Butterbee's minute on it.

The contract <sup>between</sup> deeds & registration  
and lease in paras. 7 & 8 B of the  
letter of 11/11/13 is rather farcical, and  
seems clear that neither party considered at the  
time what the expenses on lease was intended  
to cover. But, apart from that Gov's point  
that the juxta position was accidental, I  
think his conclusion is correct. If the word  
"deed" had been used in para. 8 B the contract  
would have had force.

The Gov in para. 2 of his second  
letter deals with the complaint as to delay.  
I do not think he had notice of it.

? Gov. sect. & say that Messrs Hunter  
should be w/f? that the S. of G. has  
considered their letter but that he  
is of opinion that there is nothing  
unreasonable in Major Grey and being  
called upon to pay the registration &  
stamp duties on the leases of the  
repaired farms, ~~to~~ as he regards these  
duties as necessarily incident to  
the grant of the leases, the cost of which,  
by agreement, was to be paid by  
Major Grey.

Gov/12.7.16

It is difficult to follow the question  
in the form in which it is presented  
to us. But I think it is clear

that there was no express agreement that the  
land should pay stamp duty & registration fees  
and that such an agreement is not to be  
deduced by necessary implication from the  
letter of 11/11/13.

In the absence of any such agreement it  
is therefore reasonable to expect that  
such charges should fall upon the  
lessee or not upon the lessor.

? the proposed  
J.A.  
20/7/16  
at once  
H. J. R.  
21/7/16

There was no express agreement that the  
rent should pay stamp duty & registration fees  
and that such an agreement is not to be  
deduced by necessary implication from the  
letter of 11/11/15

In the absence of any such agreement it  
is therefore reasonable & usual that  
such charges should fall upon the  
lessee & not upon the lessor

As proposed

J.A.

20/7/16

at once

H. J. R.

21/VII/16

EAST AFRICA PROTECTORATE  
No. 356.

GOVERNMENT HOUSE,  
NAIROBI,  
BRITISH EAST AFRICA.

C O  
32598  
Rec'd  
Rec'd 11 JUL 16

June 10th, 1916.

Sir,

3/15/16

S. Hunter & Co.  
22-5-16

S. Hunter & Co.  
10-4-16

Land Officer  
10-4-16

Land Officer  
5-6-16

I have the honour to refer to your predecessor's despatch No. 841 of December 6th, 1912, and previous correspondence relating to the grant of a lease of certain lands on the Athi Plains to Captain (now Major) E. S. Grogan, and to enclose at the request of the latter's agents, Messrs. W. C. Hunter and Company, a copy of a letter from them respecting the payment of Registration Fees and Stamp Duty in connection with the said lease.

2. Messrs. Hunter and Company had previously addressed the Land Office and the Secretariat on the subject and I attach copies of the letters which have passed between them.

3. The opinion of the Land Officer that

Major

THE RIGHT HONOURABLE  
ANDREW BONAR LAW, P.C., M.P.,  
SECRETARY OF STATE FOR THE COLONIES,  
DOWNING STREET,  
LONDON, S. W.

Major Grogan may reasonably be called upon to make the payments, to which his agents take exception, is strongly supported by the Attorney General and I have no hesitation in expressing my complete agreement with it.

4. I hope, therefore, that I may be authorized to reply to Messrs. Hunter and Company to that effect.

I have the honour to be,

Sir,

Your humble, obedient servant,

A. Conway Brevet.

GOVERNOR.

In Despatch No 356 of June 13, 1916

510

Leith Avenue  
Nairobi, British East Africa

May 22nd, 1916

In reply please quote No. 22/88.

507

To

The Secretary of State for the Colonies,  
Downing Street,  
Westminster.

Through

His Excellency the Governor,  
East Africa Protectorate.

Sir,

Re Major E. S. Grogan.Surrender of Land,East Africa Protectorate.

1. In 1908 Mr. Grogan was asked by His Majesty's Government in British East Africa to surrender certain lands in his possession for the purpose of enlarging a Native Reserve.
2. Mr. Grogan agreed to fall in with the wishes of the Government taking no compensation for Disturbance but receiving in exchange an exactly equivalent area elsewhere.
3. The then Secretary of State for the Colonies requested Mr. Grogan to agree to allow the substituted lands to become liable to a revision of rental after the 33rd. and 66th. year and it was agreed that an area equivalent

to

INCLOSURE No. 1

In Despatch No 356 of June 12, 1916

Leith Avenue  
Nairobi, British East Africa

510

HUNTER, A.C.I.S.  
P.O. BOX 96  
TELEPHONE NO. 89  
ADDRESS: CAPCAI  
HUNTER & CO.  
HUNTER, A.C.I.S.  
KILBOA  
TANZANIA

May 22nd, 1916

In reply please quote No. 22/85

507

To

The Secretary of State for the Colonies,  
Downing Street,  
Westminster.

Through

His Excellency the Governor,  
East Africa Protectorate.

Sir,

Re Major E.S. Grogan.  
Surrender of Land,  
East Africa Protectorate.

1. In 1908 Mr. Grogan was asked by His Majesty's Government in British East Africa to surrender certain lands in his possession for the purpose of enlarging a Native Reserve.

2. Mr. Grogan agreed to fall in with the wishes of the Government taking no compensation for Disturbance but receiving in exchange an exactly equivalent area elsewhere.

3. The then Secretary of State for the Colonies requested Mr. Grogan to agree to allow the substituted lands to become liable to a revision of rental after the 33rd and 66th year and it was agreed that an area equivalent

to

In Despatch No. 356 of June 10, 1916

South Africa

510

Nairobi, British East Africa

May 22nd,

1916

In reply please quote No. 22/82

507

The Secretary of State for the Colonies,  
Downing Street,  
Westminster.

rough

His Excellency the Governor,  
East Africa Protectorate.

re Major E.S. Grogan.  
Surrender of Land,  
East Africa Protectorate.

In 1908 Mr. Grogan was asked by His Majesty's Government in British East Africa to surrender certain lands in his possession for the purpose of enlarging a Native Reserve.

Mr. Grogan agreed to fall in with the wishes of the Government taking no compensation for the disturbance but receiving in exchange an approximately equivalent area elsewhere.

The then Secretary of State for the Colonies requested Mr. Grogan to agree to allow the substituted lands to become liable to a condition of rental after the 33rd. and 66th. and it was agreed that an area equivalent to



22nd. May 1916.

In reply please quote No. 22/33.

2.

to 50% of the area of the surrendered lands should be added as compensation for the increase in rental.

4. In November 1913 Mr. Grogan agreed to pay for the leases of two farms, portions of surrendered farms, which were to be retained by him under the terms of the Agreement.

5. The Government, who, after seven years are now in a position to grant these two leases, has called on Major Grogan to pay the Stamp Duty and Registration fees on these two farms and on Major Grogan's behalf we have to take the greatest exception to this proceeding.

6. We have pointed out to the Protectorate Government that Major Grogan has already paid stamp duties and registration fees once on these identical areas and it is not right that he should again be called upon to pay these fees particularly in view of the fact that the necessity for obtaining these new leases is occasioned by an exchange of land, the additional area being granted as compensation for additional rent imposed.

7. The Protectorate Government apparently argue

*Leith Avenue*

*Nairobi, British East Africa*

22nd. May 1916.

In reply please quote No. 22/83

HUNTER & CO  
PO BOX 96  
TELEPHONE NO 89  
ADDRESS, CAPCAI  
HUNTER & CO  
HUNTER & CO LTD  
MILAN

3.

argue that the words "lease to be at your (Major Grogan's) expense" contained in the Land Officer's letter of the 11th. November 1913 mean, that in addition to the actual cost of preparing the lease, the cost of registration fees and stamp duty shall be borne by Major Grogan and although we have pointed out (a) that in the preceding paragraph of this letter of 11th. November 1913 in which the Government undertake to bear the expense of Deeds on the Substituted areas, the words "Deeds and Registration" are mentioned and therefore it is a fair inference that the word "Registration" was intentionally omitted from the following paragraph and (b) that Major Grogan has already paid Registration fees and Stamp Duty on these identical areas, - the Protectorate Government has not seen fit to remit the fees in question.

8. We have the honour to request therefore that instructions may be passed to the Protectorate Government authorising His Excellency the Governor to remit the Stamp duties and Registration fees on these two farms.

9. We admit that the amounts involved are comparatively trifling but we feel that a question

HUNTER, A. C. & CO.

P.O. BOX 96

ELPHINSTONE, N.Y. 99

ADDRESS, CAPCAI

HUNTER & CO.

HUNTER, A. C. & CO.

WASHNALL

10  
513  
Sixth Avenue

Nairobi, British East Africa

22nd. May

191

In reply please quote No — 22/23.

4.

of Principle is involved and we therefore respectfully ask for the decision of the Secretary of State for the Colonies in the matter.

We have the honour to be,

Sir,

Your obedient servants,

W. C. Hunter & Co.

INTER. ACIES  
BOOK 90  
PHONE N° 89  
DRESS. CAPCAI  
INTERA CO  
INTER ACIES  
PP  
NAMILA

450

publish  
300  
South Avenue  
Nairobi, British East Africa

INCLOSURE No 2  
In Despatch No. 356 of June 10<sup>th</sup> 1916  
514

10th. April 1916

In reply please quote No 22/83.

C O  
32598  
REC  
REC

~~514~~

To  
The Hon: the Chief Secretary,  
(through the Hon: the Land Officer.)  
Nairobi.

Sir,

Major E.S. Grogan.

Exchange of Land. Ravine & Athi.

1. We have arrived at a deadlock with the Hon: the Land Officer regarding the question as to who is to pay for the Cost of Registration and Stamp Duty upon certain Deeds to be granted to Major Grogan arising out of the above exchange, and we would esteem it a favour if you will obtain His Excellency the Governor's decision in the matter.

The facts are shortly as follows:-

2. On or about July 31st. 1908 Mr. Hunter was informed by the Land Officer that certain lands in the possession of Major Grogan were required by Government for the purpose of enlarging the Ravine Native Reserve.

3. The matter was dealt with both by the Protectorate Officials and the Secretary of State for the Colonies and it was agreed that Major Grogan should receive land in the Athi District in exchange

PUBLIC RECORD OFFICE, LONDON

INCLOSURE No. 2

In Despatch No. 356 of

*South Avenue*

*Nairobi - British East Africa*

514

10th April 1916

In reply please quote No. 22/85.

32598

REC<sup>d</sup>  
REF 11

To

The Hon: the Chief Secretary,  
(through the Hon: the Land Officer.)  
Nairobi.

Sir,

Major G. Grogan.

Exchange of Land. Ravine & Athi.

1. We have arrived at a deadlock with the Hon: the Land Officer regarding the question as to who is to pay for the Cost of Registration and Stamp Duty upon certain Deeds to be granted to Major Grogan arising out of the above exchange, and we would esteem it a favour if you will obtain His Excellency the Governor's decision in the matter.

The facts are shortly as follows:-

2. On or about July 31st. 1906 Mr. Hunter was informed by the Land Officer that certain lands in the possession of Major Grogan were required by Government for the purpose of enlarging the Ravine Native Reserve.

3. The matter was dealt with both by the Protectorate Officials and the Secretary of State for the Colonies and it was agreed that Major Grogan should receive land in the Athi District in exchange for

HUNTER, AGENTS

PO BOX 96

TELEPHONE NO. 86  
ADDRESS: CAROLINE

HUNTER & CO

HUNTER & CO

ADDRESSES

ADDRESSES

450

Unpublished

Sixth Avenue

Nairobi, British East Africa

INCLOSURE No. 2

In Despatch No. 3560

514

10th April 1916

In reply please quote No. 22/83.

C	C
32598	
REC <sup>d</sup>	11
REF	

To

The Hon: the Chief Secretary,  
(through the Hon: the Land Officer,)  
Nairobi.

Sir,

Major E.G. Grogan.

Exchange of Land. Ravine & Athi.

1. We have arrived at a deadlock with the Hon: the Land Officer regarding the question as to who is to pay for the Cost of Registration and Stamp Duty upon certain Deeds to be granted to Major Grogan arising out of the above exchange, and we would esteem it a favour if you will obtain His Excellency the Governor's decision in the matter.

The facts are shortly as follows:-

2. On or about July 31st. 1908 Mr. Hunter was informed by the Land Officer that certain lands in the possession of Major Grogan were required by Government for the purpose of enlarging the Ravine Native Reserve.

3. The matter was dealt with both by the Protectorate Officials and the Secretary of State for the Colonies and it was agreed that Major Grogan should receive land in the Athi District in exchange for

South Province.

Nairobi, British East Africa.

18th. April

1916.

In reply please quote No. 22/23.

2.

for Land surrendered by him in the Ravine District. It was also agreed that in consideration of Major Grogan agreeing to the Athi Land having terms for revision of Rent inserted he was to be granted an additional area of 50% ( vide letter Secretary of State for Colonies to M.S. Grogan, Nov. 9th. 1911 and correspondence with Secretariat in April 1912.)

4. We wish to emphasize that the 50% additional land was consideration for the insertion of the new terms of Rental as in the Memo; the Land Officer's letter to us of 30th. March 1916 he infers it was compensation for the exchange of land and as such should cover the costs of the exchange.

5. Mr. Hunter further emphasized this point on August 7th. 1912 when he contended that Mr. Grogan should be put to no legal expenses (other than between Solicitor and Client) in effecting the exchange and we contend that the Land Officer's reply (Aug. 22nd. 1912) in effect agrees with this contention as he only claims for Survey fees in respect to excess Area, which Mr. Grogan agreed to.

6. On 11th. November 1915, the Memo; the Land Officer set out in full the finally agreed terms of the exchange being the results of several interviews with Mr. Grogan.

In par. 7 of this letter he states

Leith Avenue,

Nairobi, British East Africa.

513  
516

10th. April 1916.

In reply please quote No. 22/23.

3.

"Cost of Deeds and Registration in regard to the new areas to be borne by the Government".

In par. 3 (B), referring to a block of 600 acres near Ravine to be retained by Major Grogan, he states - "this lease to be at your expense".

7. We maintain that the word "Lease" refers only to the cost of preparation of the lease and that cost of Stamp Duty and Registration should be borne by Government on the grounds that Major Grogan has already paid Stamp Duty and Registration fees in respect of this identical piece of land and it is unfair that he should be charged twice over especially having regard to the fact that the Exchange was instituted in order to fall in with the wishes of the Government. (vide para 2. supra.)

8. We would further like to point out that in para 7 of the letter of November 7th. "Deeds" and "Registration" are mentioned separately and it is a fair contention that "Registration" was specially omitted from para 3 B. on the grounds that it was not proper to charge Major Grogan twice over for Registration and Stamp Duty although it was fair to charge for the cost of the preparation of an extra Deed not contemplated when preliminary negotiations were entered into.

9. We have to add in respect to para 3 supra



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34th Avenue,  
Nairobi, British East Africa

10th April 1916.

In reply please quote No. 22/85.

4.

that neither Mr. Tannahill nor Mr. Hunter (who conducted the final negotiations) can remember whether the question of registration fees were ever specifically discussed but they surmise the question must have been considered otherwise the words "and registration fees" would have been added to para 2 (B) as was done in para 7.

10. We beg to request therefore that His Excellency the Governor will pass orders for Registration to be effected at Government expense.

We are, Sir,

Your obedient servants,

For and on behalf of  
Major H.S. Graham

WCHunter & Co

HUNTER, A.C.I.S.  
P.O. BOX 96.  
TELEPHONE NO 89.  
ADDRESS, CAPCAI.  
HUNTER & CO.  
HUNTER, A.C.I.S.  
TANNAHILL.

7209 H/AF

20th April 1916.

Sir,

Major E.H. Grogan.  
Exchange of land, Kavine and Athi.

I have the honour to forward a letter from Messrs W.C. Hunter & Co., for favour of His Excellency's decision thereon.

2. With reference to paragraphs 2-4 Messrs Hunter rather evade the real issue by advancing the contention that the exchange was required by the Government for the purpose of enlarging the Kavine Native Reserve but, in my opinion, the question is purely one of the construction to be placed on the correspondence. The Company emphasise that the 50% was consideration for the insertion of the new terms or rental, namely, revisable rental, as they infer from the Land Officer's letter of the 30th March 1916 that the 50% was compensation for the exchange.

3. The paragraph in the Land Office letter reads as under:

"With regard to this particular farm (i.e. D. Goldberg's farm 488) I would remind you that action for forfeiture was at one time contemplated and as the extent of the development amounted to 121 there is good reason to suppose that such an action would have been successful. Negotiations for the exchange then opened and Major Grogan then offered to surrender certain areas for an equivalent area plus 50% on the Athi Plains."

The Hon'ble the Chief Secretary,

Nairobi.

4. Messrs Hunter & Co.'s contention is scarcely borne out by the correspondence before me. See Mr W.C. Hunter's letter of the 22nd April 1912 addressed to the Acting Chief Secretary which is an unqualified acceptance of His Excellency's offer; "I am desired by Captain Grogan to say that he is prepared to accept His Excellency's offer to recommend to the Secretary of State that he be offered as an exchange 30000 acres between Kapiti and the River stations on the east side of the Uganda Railway with the usual conditions as to revision of rent after 33 and 66 years." See also the Acting Governor's despatch No 344 of the 15th May 1912 to the Secretary of State.

5. Mr Hunter, writing to the Land Office on the 7th August 1912 says, inter alia: "I understand that the reason for the granting of the larger area is that Mr Grogan has accepted the principle of a revision of rent after the 33rd and 66th years." I cannot reconcile this assumption with the very clear terms of his letter of the 22nd April set out above.

6. This disposes of my comments on the 50, which, however, has really little to do with the main issue, namely, who is to bear the registration and stamping fees on the 500 acres portion of Goldberg's farm which Major Grogan retains.

7. In paragraph 5 of Messrs Hunter & Co's letter

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letter it is contended that Mr Grogan should be put to no legal expenses, and that this point was emphasised in Mr Hunter's letter of the 7th August 1913. His letter on this point reads "Having read through the correspondence I feel I must contend on behalf of Mr Grogan that as this is an exchange of land he should be granted his titles free of charge as he is surrendering land for which he already holds, or is about to acquire, titles. I cannot think that he ever contemplated that he would be put to any actual expense in effecting the exchange other than to be incurred by him in proving or acquiring his title to the land he is giving up." Messrs Hunter & Co then go on to say that the Land Officer's reply of the 22nd August 1913 in effect agrees with this contention, whereas in fact, the Land Officer's letter does not refer to costs at all. It deals with three points, and three only, (i) whether certain reverted farms might be granted free of auction (ii) whether a lease or licence would be granted in the first instance (iii) the cost of survey.

8. On 11th November 1913, the Hon'ble Land Officer set out in full the finally agreed terms - this, by the way, is Mr Tannahill's draft.

9. The letter purports to be an epitome of the whole facts from the initial stage, of which the material portions are set out in full

full below: ○

○3. Land to be surrendered by Captain Grogan. On the 13th September 1910 you wrote "offering to surrender the following properties;

- a. Farm 495, E.J. Watt, all that portion north of the Ravine Road.
- b. Farm 494, E.S. Grogan, the whole farm.
- c. Farm 486, D. Goldberg (transferred to Goldman) the whole farm, except 500 acres, which 500 acres are to be situated on the Molo River, and surveyed so that Captain Grogan retains one half of the available water frontage.
- d. A claim which Captain Grogan possessed to some 6250 acres by priority of application.
- e. On 7th August 1918 you agreed to surrender all that portion of 496, H. Twyford, North of Ravine Road.
- f. Not material.
- g. "I hereby agree to accept this offer, the cost of preparing surrenders to be borne by Captain Grogan."

"6.- Situation of new Grants. These are specified in detail but it is not necessary to set them out here. It is sufficient to note that the portion of Goldberg's farm 500 acres is not mentioned under this heading at all.

"7. Cost of deeds and registration in regard to the new areas to be borne by the Government."

Now we come to an entirely separate paragraph with regard to the 500 acres;

- "8. Land to be retained by Captain Grogan on Ravine Road"
- "b. 500 acres on the Molo River to date from 1st May 1904 to Captain Grogan on the same terms and conditions as the lease to be granted in the

"the case of the balance of Twyford's and Watts's farms. This lease to be at your expense."

10. The Company say in paragraph 7 of this letter that the exchange was instituted in order to fall in with the wishes of the Government, and it would be unfair to charge stamp duty and registration fees in respect of the identical property, yet in paragraph 8 the Company admit the justice of charging for a deed not contemplated when the preliminary negotiations were entered into. I think the Company wrong in this view as the necessity for a new deed became apparent when Mr Hunter made a firm offer - a condition of which was that Major Grogan should retain the 500 acres, Molo River.

11. The point, however, is not important, since Major Grogan, in either event, was the person who gained by the modification of the original terms, and he should properly pay for the new deed, stamp duty, etc.

12. Accepting the contention that the words "deeds and registration" in paragraph 7 of the Hon. the Land Officer's letter of the 11th November 1913 are used separately, the inclusion of the word registration was very important finally to attach to Government with liability to register the deeds of the properties specified in detail in paragraph 8 of the Hon. Land Officer's letter. It was surely equally important to include the word "registration"

in

in paragraph 8(b) if Government was also to bear the cost of registration. The Company in effect say it is unfair to contend that "registration" was omitted purposely to throw the charge on Major Grogan; you should read "registration" into paragraph 8(b) because it appears in paragraph 7, quite apart from the fact that paragraph 8(b) deals specifically with the 500 acres.

13. The fact that neither Mr Tannahill nor Mr Hunter can remember whether the question of registration fees were specifically discussed cannot possibly be allowed as an argument that they were to be waived.

14. In my opinion, unless the Company now desire to go back upon the agreed terms, they must be held liable for the stamp duty and registration fees whatever construction is placed upon the words of paragraph 8(b) "This lease to be at your expense". Stamping and registration are incidental to a valid lease, and Major Grogan agreed to pay for the lease.

15. If the word lease is to be construed as referring to the cost of preparation of the deed only, then he must still pay, as all reference to stamping and registration is omitted from paragraph 8(b) which part of the letter, as I have already stated, deals specifically with the 500 acres, Molo River.

16. If the Company made a mistake, and intended to throw the cost of registration on Government it would have been more graceful to admit the error rather than put forward this

H.C.S.

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7208 17-4-16

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idle claim, accuse the Government of unfairness, and then to ask His Excellency to pass orders for registration to be effected at Government expense.

I have the honour to be,

Sir,

Your obedient servant,

14

Land Officer



In Reply No. 356 June 10th 1916

In reply please quote

No. 7209 N/AF

Land Department,  
Nairobi,  
British East Africa.

~~522~~

5th June, 1916.

Sir,

Ref your memo S.450/122 of the 27th ult.  
Major Grogan's surrenders.

Messrs Hunter & Co's letter deals with portions of three surrendered properties now comprised in two new leases, namely:

Farm 495 E.J.Watt; all that portion South of the Ravine Road, and farm 496; H.Twyford, all that portion South of the Ravine Road, now included in one new lease dated the 27th April 1916.

Farm 486, D.Goldberg; 500 acres Moio River now included in a new lease dated the 29th October 1915. This area is that dealt with by my letter of the 20th April addressed to you. If, therefore, you will make the following additions to my letter it will cover all three farms.

After the word "farm" para. 6, page 2, add "and portions of farms Nos. 495 & 496".

After the words "500 acres" quoted para. 6, page 4, add " and portions of farms Nos. 495 & 496" and for the word "is" substitute "are".

After the words "500 acres" quoted para: 6, page 4, add "and portions of farms Nos. 495 & 496"

After the words "Ravine Road" quoted para: 8 page 4,

The Hon'ble the Chief Secretary,  
Nairobi.

add the following paragraph:

" (a) One lease on the same terms as the leases now in existence to be granted for the portions of Twyford's (496) and Watts's (495) South of Ravine Road in Captain Grogan's name to date from the 1st September 1909. You will satisfy me that Stamp duty on the transfer has or will be paid."

"This lease to be at your expense".

After the words "Mole River" para:10, page 5, add " and portions of farms Nos.495 & 496".

After the words "500 acres" para:12, page 6, add "and portions of farms Nos.495 & 496" and similarly after the words "Mole River" para 15, page 6, add "and portions of farms Nos.495 & 496".

2. Paragraph 5 of the Company's letter to the Secretary of State is very misleading, as the short facts below will show.

It was on the 11th November 1913 that Mr Tannahill wrote the Company summarising the terms agreed as a result of the previous correspondence which extended over a number of years. The issue of the new leases was dependent on Major Grogan's getting effective transfer of the various properties to himself and surrendering them to Crown, and naturally survey could not be undertaken until he was in a position to deal with the properties as his own without embarking on what might have proved wasted labour.

Messrs Touks, Daly and Figgis produced documentary evidence on the 15th June 1912 of Major Grogan's right to deal with Mr Watts's farm. Surrender received by this Department 21st March, 1916.

Assignment Mr Twyford to Major Grogan received for consent to be endorsed 27th February 1914; surrender received here 25th April 1916.

Assignment Mr Goldman to Major Grogan received for consent to be endorsed 24th December 1913; surrender received here 4th February 1916.

It was not until the 27th February 1914, therefore, that Major Grogan was in a position to deal with all three Farms, and I can only add in the terms agreed "each party will endeavour to effect the completion of the various items at the earliest possible opportunity, independently of each other" the Survey Department has done everything possible to push the plans forward with its depleted staff since the outbreak of war.

I have the honour to be,  
Sir,  
Your obedient servant,

Sd. Ivon L.O.Gower,  
Land Officer.

Govt. 32598/1916  
E.P.

~~535~~

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G.O.  
21 JUL  
99

20 No July 1916

Sir,

I have the honour to

DRAFT.

E.P. No 521  
for Sir A. Belfield

ack the receipt of your  
despatch No. 356 of the

MINUTE.

- Mr. Harper
- Mr. Bottomley 21.7.16 f.
- Mr.
- Mr.
- Mr. Read.
- ~~Mr. H. Jupp.~~
- Mr. G. Fiddes.
- Mr. Steel-Mailand.
- Mr. Bonar Law.

10<sup>th</sup> of June forwarding

~~copies of copies~~ <sup>papers</sup> relating

to the payment of

Registration Fees and

Stamp Duty in connection

with the <sup>new</sup> ~~the~~ lease <sup>the</sup> of lands  
in the Raving district returned by  
~~on the 11th~~ <sup>to</sup> Major E. S. Fagan

I shall be glad if  
~~and to report that~~  
you will <sup>cancel</sup>  
I am, Sir, very  
truly yours

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