**Grosvenor v Rogan-Kamper**

**Division:** Court of Appeal at Nairobi

**Date of judgment:** 23 October 1974

**Case Number:** 51/1974 (119/74)

**Before:** Spry Ag P, Law Ag V-P and Musoke JA

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**Appeal from:** High Court of Kenya – Chanan Singh, J

*[1] Landlord and tenant – Agreement – For lease of more than* 12 *months – Valid between the parties –*

*Tenant holds as if lease had been granted – Registration of Titles Act* (*Cap.* 281)*, s.* 40 (*K.*)*, Indian*

*Transfer of Property Act* 1882*, s.* 106*.*

*[2] Registration of documents – Interest in immovable property – Agreement for lease – Exempted from*

*registration as document creating right to obtain another document – Registration of Documents Act*

(*Cap.* 285)*, s.* 4(*e*) (*K.*)*.*

**Editor’s Summary**

The appellant sued the respondent for possession of premises occupied by him. There was an agreement for a lease for 5 years and 1 month which was not registered. The trial judge held that as the agreement between the parties was unregistered it must be deemed to have resulted in a lease from month to month. On appeal

**Held** –

(i) an agreement for a lease is a document creating a right to obtain another document and so is exempted from the requirement of registration;

( ii) an agreement for a lease for more than 12 months is valid between the parties although it gives no protection against the rights of third parties (*Figueiredo & Co. v. Moorings Hotel* (2) and *Clarke v.*

*Sondhi* (3) considered);

(iii) as there was a contract which could have been specifically enforced, there was an agreement to the contrary for the purpose of s. 106 of the Indian Transfer of Property Act 1882;

(iv) the respondent held under the same terms as if a lease had been granted (*Walsh v. Lonsdale* (1) followed).

Appeal allowed.

**Cases referred to Judgment:**

(1) *Walsh v. Lonsdale* (1882), 21 Ch.D. 9; All E.R. Rep.

(2) *Figueiredo & Co. v. Moorings Hotel*, [1960] E.A. 926.