

1. In P.M. Jeevanjee

10/11/32

States his claims in respect of actions by Govt affecting the settlement awarded at in 1925 for the disposal of the (Jeevanjee) Market & Town Hall, Nairobi.

There is a history of this case in 34859/24 and from 34965/25 it appears that Mr Jeevanjee was given £20,000 and a plot of land on the understanding that the Nairobi Municipality should have the free right of use of all the property concerned.

It is evidently out for more loot.

This communication contains Col. Reg. 200 put as a copy but have sent to the Colonial Secretary it may be regarded sufficient to bring this file up to the minute time for the previous observations.

J.P. 2. 10/11/32

17/6/32

Send copy to Govt noting that a copy has been sent to the Col Sec & assuming that the Govt will furnish to Govt what it is but note that Mr. Esau has said that the Govt has not to take but is unable to conduct it

1
10/7/32
Dr. P. M. Jeevanjee
States his claims in respect of actions
by Govt affecting the settlement awarded
at in 1925 for the disposal of the
(Jeevanjee) Market & Town Hall, Nairobi.

There is a history of this case
in 34859/24 and from 34965/25
it appears that Mr Jeevanjee was
given £20,000 and a plot of land
on the understanding that the
Nairobi Municipality should have
the free right of use of all the property
concerned.

It is evidently only for more
lost.

His communication contains
Col. Reg. 200 which as a copy has
been sent to the Colonial Secretary,
it may be a casual sufficient
to bring things up in two months
time for the former's observation.

J. R. [Signature]
17/6/32

Send copy to Govt noting that a
copy has been sent to the Col Secy
& assuming that the Govt will
forward to Nairobi about it: but
ask that Mr. [Name] be asked
what the Govt has said to
[Name] & enable to consider it

until he has read a report from
the Co: L.N. Allen
1716 - above

To Gov Hlab (w/c 1) Coms 20 1932

150

To Kenya - 16/11/32
In reply to No. 2, transmits copies of
Coms. showing the terms of the offer in
1925 in satisfaction of all the previous
claims respecting the Town Hall & Market
sites, & the acceptance. Shows that
there is no validity in the previous
present claims.

The memo in 34859/24 shows
that after protracted negotiations
the S. G. S. was compelled to
refuse to enter into further
correspondence with Mr. Swanger
on this subject and that he further
states the former had been authorized to
take such steps as he considered advisable
desirable.

It seems in probability to avoid being
drawn into further controversy with
this person.

The local Govt. apparently
omitted to have a note of the agreement
accepted by the parties at the time
of payment but it seems clear that
the payment was intended to be in
full settlement of any claims - vide
Col Sec's letter of 15th Aug. 1925 under 63
The new claim for compensation

for depreciation of property owing to the removal
of the market seems ridiculous - but it appears
to be entirely a matter for the Municipality or the
local courts.

? subject to any legal objections
refused the former to cause Mr. Swanger
to be informed that the question of the
~~construction~~ interpretation of the
agreement concerning the ~~site~~ transfer of the
Town Hall and Market sites at Nairobi
and his claim for depreciation of
property consequent on the removal of the
markets are, failing agreement with
the local authorities concerned, entirely
a matter for the local courts and that
the S. G. S. does not propose
to litigate.

H. P. Jones M.A.

particular
As regards that date that on 29/8/32
I was directed to advise the
Town Hall site the only houses for public
use on the site were those
of the S. G. S. It was noted that in
1925 the S. G. S. said

34876/20

that the municipality agreed to the
arrangements in relation to the lease
of the two sites on the understanding
that they have the free right of use
of all property concerned & that

- do -

after the Govt has approved that the
Govt sent the letter of the 15th Aug 32

accepting Mr Jeevanjee's offer in full
 settlement of all claims. It seems
 clear therefore that the Municipality
 had never admitted any restriction
 on the use. As to having regard to
the legal advisers
 Yes? ask the Gov? because
 Mr Jeevanjee is to be satisfied that
 his Govt has now read and
 considered the Earmore's report
 and sees no ground which
 would justify him in intervening

all the past
 trouble it seems
 a pity that this
 Govt does not
 set the point
 of law in
 black & white

Mr Allen

30/8/32

I agree with the action proposed by Mr Allen.

10/9/32

A. D. Dissanayake

Shen? so proceed

Mr Allen

17/9/32

Sir R. Hamilton

I think you should see this
 paper.

I am not disturbed by the reference
 to me in No. 1 because

(1)

- (1) as you will see, Mr. Jeevanjee has throughout tended to regard any discussion as binding, on the Government at all events, and
- (2) the settlement now turns entirely on the offer made by his Lawyers in the letter of 16th January, 1925, which forms the first enclosure to No. 3

As regards the Market site there is no trouble, but as regards the Town Hall site the second paragraph of the offer contained an assumption which was much too dangerous to be left unnoticed.

The Municipality refused to agree to the limitation on the use of the site (last sentence of 34965/25), but nothing was said about this in the reply to the lawyers (second enclosure in No. 3), and as the despatch says that there is no evidence on record of Mr. Jeevanjee having waived the condition, it was to be assumed that the refusal of the Municipality was not communicated to his representatives. Otherwise we should have been told so.

It looks as if the Government of Kenya had carried their tendency to mishandle this affair right up to the end, but I am strongly disinclined to suggest any further intervention from this side, and I agree to the terms of the reply which Mr. Allen proposes.

I did not think it wise to let Mr. Hamilton see this, as he was raising the
 point. J.P. for his own

Rec'd
note on No. 4

H

To 201 741 (3 Annod) 30 SEP 1932

pp. recirculated reference note
on No. 4. R 47 3/10/32

action taken later

Fully

H.S. 10/22/32

30/9/32

at me

Yes

Rec'd
note on
v. No. 4
H

To Cor 741 (3 answer) 30 SEP 1932

pp. recirculated reference note
on No. 4. R 297 3/10/32

action has been taken

Publy
H.S. 10035
30/9/32
atmer

4/10

C. O.

pc
H

Mr. Priestman. 13/9.

Mr. Allen. 14/9

Mr.

Mrs Parkinson.

Mr. Tomlinson.

Sir C. Boltonley. 24.9

Sir J. Shuckburgh.

C.O.
29 SEP
1932

Perad. U.S. of S.

Partly U.S. of S.

Secretary of State.

26.9.32

SK

DRAFT. Conson v. minutes.

KENYA.

NO. 711

DOWNING STREET

30 September, 1932.

GOVERNOR.

Sir,

I have the honour to acknowledge the receipt of your despatch No. 264 of the 3rd of August on the subject of Mr. A.M. Sevanise's claims in respect of the Market and Town Hall plots at Nairobi.

(Rec'd. re identification of documents)

I shall be glad if you will cause Mr. Sevanise to be informed that I have now received and considered your report and that I am

no ground which would

justify me in intervening.

I have etc.

(Sec.) P. CUNLIFFE-LISTER.

1910

3

KENYA.

NO. 364



GOVERNMENT HOUSE,
NAIROBI,
KENYA.

RECEIVED
27 AUG 1932
COL. OFFICE

3rd August, 1932.

Sir,

No 2
See 3446/35

With reference to your despatch No. 466 of the 22nd June last on the subject of Mr. A.M. Jeevanjee's claims in respect of the Market and Town Hall plots at Nairobi, I have the honour to refer you to Sir Edward Grigg's telegram of the 30th July, 1925, and Mr. Thomas's reply of the 3rd August, 1925, in which it was made clear that the proposed offer to Mr. Jeevanjee was to be in satisfaction of all his claims respecting the Town Hall and Market sites. The terms of the offer and of the acceptance are set out in the enclosed correspondence with Messrs. Daly & Riggs who were acting for Mr. Jeevanjee.

There is no evidence on record of the waiving or the condition in respect of the Town Hall site, but, as the matter was not pressed and as the offer was accepted and the contract completed without further reference to this claim, it may be assumed that it was waived.

2. Leases for terms of 99 years have been granted in respect of both these sites to the Municipal Council of Nairobi free of restrictive conditions. The Council has recently abandoned the use of the old market, as it was becoming dilapidated, and has erected on a site about 150 yards away a market building

THE RIGHT HONOURABLE
MAJOR SIR PHILIP CUNLIFFE-LISTER, P.C., G.B.E., M.C., M.P.,
SECRETARY OF STATE FOR THE COLONIES,
DOWNING STREET,

Answered YH 130 SEP 1932

building on modern lines. There is no justification whatever for the claim that this new market should be called the Jeevanjee Market, nor can any reference be found in the correspondence on the subject to the advancement of this claim during negotiations.

The further claim to the site on which the old market stood is without either legal or moral validity.

3. As regards Mr. Jeevanjee's contention that the current market value of the plots which were the subject of the removal of the market, it seems to me that Mr. Jeevanjee must first prove this and then prove that he has a claim to compensation from the Municipal Council. The plots near the old market owned by Messrs. Jeevanjee and Company are for the most part undeveloped and it must be a matter of conjecture for the present whether their value has decreased on this account or further whether the eventual disposal of the plot previously occupied by the Jeevanjee Market will not beneficially alter the value of Mr. Jeevanjee's property for business purposes. It may be said that a whole row of plots facing the side of the new market is owned by Mr. Jeevanjee and it is therefore a reasonable contention that any claim to compensation on the one hand would be countered by a claim for betterment on the other. Whatever, however, may be the position which can be substantiated Mr. Jeevanjee has no claim on Government and, if he considers he has a claim on the Municipal Council, he will no doubt advance it to them.

4. As regards the Town Hall site at present occupied by the Law Courts, since the Municipal

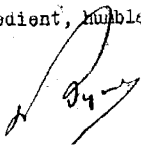
3.

unable to control its use. Whether, when the Law Courts are removed, the Council will propose to dispose of the plot for commercial purposes or retain it as an open space remains to be seen. In any event, Mr. Govanjee has, by his acceptance of the offer made to him, free of conditions, lost any right to intervene.

I have the honour to be,

Sir,

Your most obedient, humble servant,



Brigadier-General,
GOVERNOR.

C O P Y.

DALY & FIGGIS,

Advocates. F/OF.

P.O. Box 54,
NAIROBI,
Kenya Colony.

16th January, 1925.

The Hon. The Colonial Secretary,
The Secretariat,
NAIROBI.

Sir,

A.M. JEEVANJEE & CO. - RE TOWN HALL AND MARKET
SITE.

In confirmation of Mr. Figgis's interview with you on Thursday we write to say that on behalf of our Clients we offer to relinquish their claims to the Market Buildings and site and the Town Hall (now Court House) plot and buildings for the following consideration:-

1. Payment of the sum of £20,000 to our Clients.
2. A Grant to our Clients of a portion of land abutting on the Ngara Road to square off our Clients' existing residential plot with that road.

We shall see our Clients as to whether they are prepared to waive the condition as to use of the Town Hall (Court House) plot for public purposes only, but do not attach much importance to this as it will obviously be used for such purposes.

We shall obtain a plan and send it to you marking out the exact portion of land abutting on Ngara Road which our Clients require.

We trust this long outstanding matter may be settled before Mr. A.M. Jeevanjee leaves for India on the 25th instant.

Yours obediently,

DALY & FIGGIS.

C O P Y.

"C" 87/II/218.

15th August, 1935.

Gentlemen,

Market and Town Hall Sites.

With reference to your letter F/OF of 24th July on the above subject, I have the honour to inform you that Mr. Jevanjee's offer for the full settlement of all his claims in respect of the market site and building and ex-Town Hall and site for a sum of £20,000 and a strip of land adjoining Jevanjee's villa, comprising plots Nos.7961 - 7964 inclusive is accepted.

2. Arrangements will be made by the Hon. Treasurer to make payment of this sum to you through the Nairobi Corporation.

3. The requisite lease will be drawn up formally in the Land Department and there is no objection to the lease being drawn to cover plots Nos.7959-7964 for the balance of the term on which L.O.7959 is held.

I have the honour to be,

Gentlemen,

Your obedient servant,

Sd/ J.W. PEASE,

for ACTING COLONIAL SECRETARY.

Messrs Daly & Figgis,
P.O. Box 54,
NAIROBI.

2

C O

Mr. Priestman. 18/6/32.

Mr. Allen (P)

Mr. Parkinson

Mr. Tomlinson

Sir C. Battenley

Sir J. Shackburgh

Permt. U.S. of S.

Party U.S. of S.

Secretary of State

18186/32. Kenya.

C.D.
R 20 JUN
D 22

DOWNING STREET.

22 June, 1932.

Sir,

I have etc. to

transmit to you the accompanying

copy of a letter from Mr. A.M.

Jeehanjee on the subject of his

claims in respect of the plots

occupied by the market and town

hall at Nairobi.

2. I note that a copy has

been sent to the Colonial Secretary

and I assume that you will

furnish me with your observations

upon it in the course.

3. I shall be glad if you

will cause Mr. Jeehanjee to be

informed that I have received his

letter, but that I am unable to

DRAFT.

KENYA.

NO. 466

GOVERNOR.

~~Fr. Mr. Jeehanjee~~

(1)

consider it until I have
received a report from you.

I have, etc.

(Sgd.) P. CUNLIFFE-LISTER

A. M. JEEVANJEE

TELEGRAPHIC ADDRESS:
"MALAAM"

RECEIVED
4 JUN 1932
001 35510

P.O. Box No. 800.

NAIROBI 10th May 1932
KENYA COLONY.

17
590

The Honourable
The Secretary of State for the Colonies,
Downing Street,
LONDON.

Copy to the Colonial Secretary,
NAIROBI.

Sir,

With reference to our arrangement re Market and Town Hall, the writer is surprised, on his arrival, to see that the new Market is built on another street of the Town, and not on the old plot, the arrangement with the writer, with Secretary of State for the Colonies (Mr. Bottomley) and also with the late Governor Sir Robert Corrydon, was to the effect that the Market should remain "Jeevanjee Market", and therefore I put forward my claim that the new Market should be called "Jeevanjee Market" as per terms agreed upon. I have also to state that the market was my monopoly when I built it and I fail to see how I can be deprived of it. Under the arrangement arrived at if you remove the market from the land where it was for 22 years, I maintain that I have still claim to the plot of land so long as the building has been removed from it.

I have also to state that with the removal of the market my surrounding land has suffered in value and in rents for which I am paying ground rent for so many years and now, with the removal of the Market is much decreased in value, and therefore I claim that the Government should meet us for the loss of value and depression in price of land and if you have any doubt a Commission should be appointed to enquire into the matter.

I have also to draw your attention to the Town Hall plot, at present occupied by the Supreme Court, and as I understand the Government is going to build new Law Courts, I also claim that, as per arrangement arrived at with the authorities, when transferring the Town Hall, if the Court is removed that the piece of land should be utilised for a small park for the benefit of the public.

I have the honour to be,
Sir,

Your obedient servant,

A. M. Jeevanjee

1932

W/27 2-20-466 20