

1955

Tanya

No 5006

(Part 1)

SUBJECT

C0533/428

Guards in the Kamondo District

Previous

- 1946/22 (Kamondo)
- 1952/24 (Kamondo)
- 1954/25 (Kamondo)
- 1955/26 (Kamondo)
- 1955/27 (Kamondo)

Subsequent

- 1956/28
- 1956/29

Part 2.

request. Provided however that the price so determined shall in no case exceed such certified completion costs including architect's fees, supervision charges and all other fees costs expenses and disbursements of whatever kind.

- 5. In the event of a dispute arising concerning the price to be paid under the preceding clause the same shall be submitted to arbitration and be arbitrated upon in accordance with the provisions of the Arbitration Ordinance (Chapter 18) or any Ordinance in substitution or amendment thereof all expenses in connection therewith to be borne by the Lessee.
- 6. The Lessee hereby accepts the lease subject to the covenants, conditions, restrictions and modifications above set forth or referred to.

IN WITNESS WHEREOF.

WITNESSES.

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payable unless and until the said buildings shall have been completely repaired and reinstated and possession thereof again given to the lessee and for the purpose of this condition the said rent shall be apportionable and be deemed to be accruing from day to day.

3. If default shall at any time be made by the lessor in effecting or keeping up such insurance as aforesaid or in keeping the said premises or any part thereof in good and substantial repair or in producing any such policy or receipt to the Lessee on demand it shall be lawful for but not obligatory on the lessee to insure and keep insured the said premises or any part thereof or to repair and keep in repair the same in manner aforesaid and that all monies expended by the lessee for such purposes together with interest at the rate of 8% per annum from the time of the same having been expended shall on demand be repaid by the lessor.

4. At the termination of this present lease the lessor shall sell and the Lessee shall purchase the said buildings at a price to be determined upon a valuation thereof by the Lessee for the purposes of which the Lessor shall supply the Lessee within 3 months of the commencement of the term hereby created with a duly certified statement of the completion costs and set of completion drawings of the said buildings and also supply such other information as he shall request

to the Lessee or his agent the policy or policies of such insurance and thereceipt for the current years premium.

- (iv) Before the Lessee shall enter into possession of the demised premises to produce all requisite documents and papers certifying that the same are fit for occupation and have been duly passed by the necessary Government or Local Authorities.

4. PROVIDED ALWAYS and it is hereby agreed and declared as follows:-

1. In the event of the said buildings not being ready or fit for occupation in the opinion of the lessee (or such other person duly appointed by the lessee for the purpose) at the commencement of the term hereby created or if for any reason the said Grant shall before the expiration thereof be determined this lease shall be deemed only to commence from the date of such completion or fitness or shall determine as the case may be and the rent hereby reserved shall not be payable until such completion or fitness or after such determination.
2. That if and whenever during the term hereby created the said buildings shall be destroyed or so damaged by act of God or by fire or by any accident not attributable to negligence on the part of the lessee or his agents so that the same cannot be continued to be used as a school the said rent hereby reserved shall thereupon be suspended and cease to be payable

EXPENDITURE

Item No.	Details	Estimates, 1933	Sanctioned Estimates, 1932	Increase	Decrease	Notes
		£	£	£	£	
	XIX—POLICE—(Contd.)	124,904	138,853	16,532	32,711	
	Brought forward ... £	4,879	7,000			
		1,742	1,851			
	OTHER CHARGES					
122	Uniforms	46	56		10	o
123	Contingencies	5	10		5	o
124	Arms and Equipment	12	30		18	o
125	Miscellaneous Stores	7	19		12	o
	Passage		43		43	
	Local Travelling		85		85	o
	Travelling Allowances		20		20	o
126	Conservancy Fees and Water Rates	5	5			
127	Electric Lighting	10	10			
	Carriage of Goods		10		10	o
	Telegrams		2		2	o
	Rations for Persons in Police Custody		2		2	o
	Ammunition		2		2	o
	Total Other Charges	85	284			
	Total Port Police	1,827	2,145			
	Total Kenya Police	124,904	138,853			
	Total Kenya and Uganda Railway Police	4,879	7,000			
	Total Port Police	1,827	2,145			
	TOTAL POLICE	£ 131,610	147,998	16,532	32,920	
	NET DECREASE ... £16,388					

a. Economy.

EXPENDITURE

Item No.	Details	Estimates, 1933	Sanctioned Estimates, 1932	Increase	Decrease	Notes
		£	£	£	£	
	XX—POST OFFICE AND TELEGRAPHS.					
	PERSONAL EMOLUMENTS.					
	GENERAL STAFF.					
	TRAFFIC BRANCH.					
1	*Senior Dy. Postmaster General (£1,120)	1,120		1,120		1st. 1/2
2	*Deputy Postmaster General (£1,000)	1,000		1,000		
3	*Assistant Postmasters General (£720 by £30 to £840)	1,400	1,500		100	a, c
4	*Senior Postmasters (£600 by £30 to £730)	3,879	3,005	1,844		see 20.2/2
5	*Postmasters (£500 by £20 to £500)	9,345	7,738	1,589		see 20.2/2
6	*Junior Postmasters					
6	*Postal Clerks and Telegraphists (£372 by £18 to £426 by £18 to £480 by £20 to £500)	9,138	7,650	496		see 1/2/2
7	*Postal Clerks and Telegraphists, (Junior) (£180 by £20 to £240, by £18 to £300 by £18 to £372)					
7	Postal Clerks and Telegraphists (on training) (£120 1st year and £144 2nd and subsequent years)	1,105	1,159		36	see 2/2
8	*Supervisor (Female) Telephones (£372 by £18 to £426, by £18 to £480, by £20 to £500)	431	400	18		a, c
9	*Postmistresses (£372 by £18 to £426, by £18 to £480, by £20 to £500)	963	925	38		e
10	*Female Postal Clerks and Telegraphists (£240 by £18 to £372)	2,070	2,647		577	see 2/2
11	Junior Female Postal Clerks and Telegraphists and Learners (£120; £144; £180 by £20 to £240)	1,560	1,595		35	a, c, 2/2
12	*Chief Storekeeper (£480 by £20 to £600)	600		600		1st. 1/2
	ENGINEERING BRANCH.					
13	Allowance to Officer performing duties of Electrical Engineer and Inspector	120	150		30	f
14	*Telegraph Engineers (£720 by £30 to £840)	2,395	1,560	935		1st. 1/2
15	Electrical Inspector (£720)	720		720		1st. 1/2
16	*Assistant Telegraph Engineers (£600 by £30 to £720)	2,695	1,427	1,268		see 2/2
17	*Assistant Telephone Engineer (£500 by £20 to £600)	513		513		1st. 1/2
18	*Sub-Engineers (£500 by £20 to £600)	17,167	11,974	5,193		see 1/2/2
19	*Telegraph Inspectors (£400 by £20 to £500 by £20 to £600)	580	560	20		a
20	Electrician (£500 by £20 to £600)	1,175	600	575		1st. 1/2
21	*Chief Electrical Mechanician (£500 by £20 to £600)					
21	*Electrical Mechanicians (£372 by £18 to £426 by £18 to £480 by £20 to £500)	1,846	1,300	546		see 1/2/2
	European Personal Emoluments General Staff—Carried forward £	58,871	43,335	15,534	796	

* Pensionable office.
 a. Normal increments.
 c. Change in holder of post.
 d. New appointment.

g. Previously overestimated.
 i. Allowance reduced.
 j. Post in absence.
 k. For Tanganyika.

f. Transferred from Common Expenditure.

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hereinafter contained NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS as follows:-

1. In pursuance of the said agreement and in consideration of the rent hereinafter reserved and of the premises the Lessor doth hereby lease to the Lessee the said piece of land together with the buildings to be erected thereon as aforesaid as tenant and from the

day of 195 for all the residue now unexpired of the said term of 10 years created by the said Grant (excepting the last 3 days thereof) at the monthly rent of Rs. 700/- payable in arrears at the end of each calendar month.

2. The Lessee hereby covenants with the Lessor as follows:-

- (a) To pay the reserved rent on the days and in manner aforesaid.
- (b) To pay all water and lighting rates sanitary and other charges of whatsoever nature and kind which now are or may be assessed or imposed on the demised premises or any part thereof or on the lessor or lessee in respect thereof by the Government of the said Colony or any Municipal Local or other Authority.
- (c) To keep every part of the interior (except the main timbers) and the doors and windows of the demised premises including the fixtures and additions thereto in a clean and sanitary condition and in a good and substantial state of repair (reasonable wear and tear and damage by fire or earthquake excepted).

3. The

WHEREAS

a Limited Liability Company having its registered office at Mombasa in the Colony of Kenya (hereinafter called the Lessor which expression shall include his successors and assigns where the context so admits) is registered as Proprietor (subject to such charges leases and encumbrances as are notified by Memorandum written hereon and to the annual rent of a peppercorn (if demanded) of ALL THAT piece of land situate in the Mombasa Municipality (Island) in the said Colony containing by measurement 1.08 acres more or less that is to say L.R.No. 1149 Plot No. 45 Section XXIV of Meridional District which said piece of land with the dimensions showing and boundaries thereof as delineated on the plan annexed to a Grant dated the _____ day of

193_____ and registered in the Registry

of Titles at Mombasa aforesaid as No. C.R. _____ and more particularly on Land Survey Plan No. _____ deposited in the Survey and Registration Department at Nairobi in the said Colony AND WHEREAS the Lessor has agreed to lease to Howard Lecky Sikes the Director of Public Works of the said Colony for and on behalf of the Government of the said Colony (hereinafter called the Lessee which expression shall include his successors in office and assigns where the context so admits) the said land together with the buildings to be erected thereon in accordance with Special Condition No. 2 of the said Grant at the rent and subject to the terms covenants and conditions

hereinafter

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The Municipality of Mombasa or such local or other Authority as may be hereafter established by law relating to buildings sanitation or any other matter or thing specified by such Ordinance rule regulation byelaw or other requirement.

IN WITNESS, ETC.

- 5. The Grantee shall use and permit the said land and the buildings erected thereon to be used for educational purposes only to the satisfaction of the Director of Education and for no other purpose whatsoever.
- 6. The Grantee shall maintain and keep or cause to be maintained and kept such buildings in a fit, proper and sanitary condition suitable for the purpose.
- 7. Before any buildings erected on the said land may be occupied the Grantee shall submit a block plan with the position of such buildings clearly defined and showing a system of drainage for dealing with the surface water on the said land which will satisfy the Commissioner and shall also satisfy the Commissioner that such system of drainage has been properly constructed such satisfaction in both cases to be expressed in writing.
- 8. The Grantee shall duly and suitably connect such drainage system with any town drainage system when in the opinion of the Commissioner the latter is so far completed as to enable the Grantee reasonably so to do.
- 9. That notwithstanding anything to the contrary contained in or implied by virtue of the said Crown Lands Ordinance the Grantee will at any time during the term hereby granted and upon receipt of a notice in writing by or on behalf of the Governor so to do forthwith surrender all or any part of the said land which may be required by the Governor without payment of any compensation for the land so surrendered save in respect of the cost of erection of new buildings erected of similar type in the event of the building or buildings erected on the said land having to be evacuated or demolished.
- 10. The Grantee shall observe and perform all or any Ordinance rule regulation byelaw or other requirement of

the

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Title Ordinance (Chapter 142 of the Revised Edition of the Laws of Kenya) and also to the special conditions hereunder written:-

SPECIAL CONDITIONS.

1. The Grantee shall not erect any building on the land hereby granted (nor call for tenders in respect of the same) unless and until full and proper working drawings and specifications thereof shall have been previously submitted in triplicate to and approved in writing by the Commissioner of Lands (hereinafter called the Commissioner) and the Director of Public Works or such other persons as may be appointed for the purpose two of which copies shall be retained and the other returned to the Grantee.
2. The Grantee shall erect on the said land within twelve months of the commencement of the term hereby granted buildings of approved design and materials.
3. During the course of erection of the said buildings and at all reasonable times the Grantee shall permit and allow the Executive Engineer of the Public Works Department Nairobi or such other person as may be appointed by the said Director of Public Works free access to the Works and Workshops or other places where work is being prepared for the buildings for the purpose of viewing the same and taking such steps as he may deem necessary for the purpose of ensuring the erection of the said buildings in accordance with the approved working drawings and specifications aforesaid.
4. The Grantee shall not sublet assign or otherwise part with the possession of the said land or any part thereof without the previous written consent of the Governor.

5. The

COLONY AND PROTECTORATE OF KENYA.
REGISTRY OF TITLES.
(Coast District)

Title No. C.R.
Annual Rent: A Peppercorn (if demanded).
Term: 10 years from

-***-

KNOW ALL MEN BY THESE PRESENTS that the Governor and
COMMANDER-IN-CHIEF of the Colony of Kenya doth hereby
under and by virtue of the powers vested in him GRANT
on behalf of HIS MOST GRACIOUS MAJESTY KING GEORGE THE
FIFTH unto

a Limited Liability Company having its registered office
at Mombasa in the said Colony (hereinafter called the
Grantee which expression shall where the context so admits
include its successors and assigns) ALL THAT piece of
land situate in the Mombasa Municipality (Island) in the
said Colony containing by measurement One decimal Nought
eight acres more or less that is to say Land Reference
Number 1149 Plot Number 45 Section Number XXIV of
Meridional District

which said piece of
land with the dimensions abutments and boundaries thereof
is delineated on the plan drawn on these presents and more
particularly on Land Survey Plan Number

deposited in the Survey and Registration Department at ..
Nairobi TO HOLD for the term of Ten years from the
day of

One thousand nine hundred
and subject to the payment therefor of
the annual rent of a peppercorn (if demanded) and to the
provisions and conditions of the Crown Lands Ordinance
(Chapter 140 of the Revised Edition of the Laws of Kenya)
(excepting Part Eleven thereof) and the Registration of

Titles

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earliest possible date. I should therefore be grateful if you would convey your decision to me by telegram.

I have the honour to be,
Sir,

Your most obedient, humble servant.

Brigadier-General

GOVERNOR.

7.

5. Acceptance of the present proposals is only recommended in view of the foregoing conclusions with regard to loans, and is based upon the assumption that Government has moral responsibilities of itself to provide a suitable building on the agreed site or to accept some arrangement whereby a suitable building can, through some other agency, be secured.

While the offer made by the company is not likely to involve the shareholders in any loss, it cannot be regarded as a strictly commercial enterprise, and the terms appear to be fair and reasonable. It is understood that they are the least which would prove acceptable to the company and that no longer period than ten years would be considered.

It would probably be cheaper for Government to erect the building if the money were available, and from a financial, as distinct from a political, point of view, it would be to the Colony's advantage to defer the erection of a building on the site reserved until Government is in a position to vote funds for the purpose.

I consider, however, that the political considerations outweigh the financial and therefore ask for your sanction to the proposal, which, should you agree, will be submitted to the Legislative Council.

6. It was originally understood that the offer to Government should be accepted or rejected by the 25th November last, and although by mutual agreement the terminal date of the negotiations has been put back, it is desirable that a reply should be given at the

earliest

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building a school to accommodate three hundred children. The lease would be for ten years at a peppercorn rent, and Government would rent the building, the rent of which would be something less than £10,000 per annum and would, at the end of the ten year period, take over the building at a valuation. I enclose drafts of the Grant of Land and the Agreement which have been prepared by the Legal Department.

3. It should be mentioned that the attendance at the old school reached 200. In September the attendance at the present school was about 90, and at the end of last term it had increased to about 170. Before the end of the term, however, it was decided that the circumstances did not justify the maintenance of the existing school staff, and provisional notice was accordingly given to five out of the eight teachers employed there.

4. In that passage of my despatch No. 1 Confidential of the 6th January which deals with educational matters, I pointed out that provision had been made in Sir Edward Grigg's Confidential despatch of the 17th June, 1930, for £20,000 in respect of the Indian Girls' School at Bombay, but that, in view of the qualifications which attached to the approval of this provision given by Lord Passfield in his despatch Confidential (3) of the 9th March, 1931, it had become necessary to defer further consideration of this work. From more recent despatches it has become increasingly clear that the general financial and economic conditions do not justify the acceptance by this Government of further loan liabilities.

No 4
14211/31

No 6
16100/31

No 80
16100/30

To meet this objection, which is the opinion of Government had no real substance, it was proposed by Government to convey the children to and from the new school by motor transport and the lease of the new building offered to result out of the annual rental as a contribution to this transportation scheme.

The unpopularity of the new building, however, remained. Many meetings were held with the Indian members of the School Committee, who had unthinkingly agreed to the new arrangement, were held and finally resulted in a successful boycott was instituted by means of pamphlets and picketing and for a time there was practically no attendance at the school.

Government was then faced with two alternative courses either to build a new school on the reserved site or to retain the school in the old building, which had been retained owing to its excellent condition. When it was made clear that the latter could not be considered and that the former was, owing to lack of funds, for the time being impossible, certain Indian gentlemen came forward with a proposal to form a company and themselves to build a school on the reserved site.

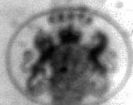
Negotiations were entered into between these gentlemen who have now formed a limited company and the Director of Education, the Commissioner for Local Government, Lands and Settlement and the Director of Public Works, as a result of which the latter have now recommended that Government should grant a ten years' lease of the reserved site for building

AIR MAIL

KENYA

No. 758

CONFIDENTIAL



Government House
Nairobi
Kenya

24 December 1952

Sir,

I have the honour to address you on the subject of the Indian Girls' School at Nairobi. The position is that at the beginning of this year the school was in a building in the Old Town, rented by Government at £70 per annum. This building had been occupied since the establishment of the school in 1925 and was thoroughly unsuitable. It was inconvenient and uneconomical in design and had no proper sanitary arrangements and no playground. It was accordingly decided not to renew the lease, which was terminated accordingly last

Since funds were not available for the construction of a Government building on the site reserved for this purpose, a two years lease was, on the recommendation of the local School Committee, entered into of a convenient building owned by the Parsi Anjuman at an annual rental of £15. The situation of the new school, which lies on the Nakuru Road at a distance of less than a mile from the old building, was unpopular with a large section of the Indian community, who complained that the children had to go a long distance and who alleged that they would pass through an undesirable part of the town where they would be subject to molestation.

To meet

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,
LONDON, S.W. 1

2008/33 Kinga

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C.O.



in possession of
Allen J. at all

see also
4

- Mr. Postman
- Mr. Tappan
- Mr. C. ...
- Mr. J. ...
- Form U.S. of S
- Part U.S. of S
- Secretary of State

NO 5. Confidential
 despatch of the 2nd Dec 1958
 Confidential no 158 I agree
 to submission of proposal
 to legislative Council

DRAFT. Code telegraph

Personal
Nairobi

Secor

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100

26 Aug 2004 (cont. 4/10)

1. Comuna byme 1000 leaf 241 Dec 22
Submit proposals for the erection of an Indian Girls
School at Humbana by a limited company formed by
certain Indian gentlemen. Propose that a reserved site
should be leased to the company for ten years & that the
latter should rent the building for \$200 ha. Ends. Draft
of Grant of Land & Agreement. Requests early reply by
telegram.

This is obviously a device for ~~obtaining~~
loading the Rumbango on Capital
Expenditure which is not immediately
productive contained in para 5 (1) of 80
is 10/100/30 - but as it postpones
for 10 years the day of reckoning there
seems no reason to object. The project
itself has as stated been approved.
? Telegram approving.

J. P. M. S. Hill
21/1/23

This is the result of an excellent report
by J. P. M. S. Hill regard to no real substance.
The Govt. fully realizes the financial
difficulties but considers political reasons
sufficient here. I think we can only
accept his view.

? inform the Govt. that
the Govt. agrees to his submitting
the proposal to the Reserve Com.

J. P. M. S. Hill
21/1/23
10/1/23