

1924  
~~1923~~

KENYA

3534  
22 JAN 24

Mr. Gao  
Caryaden  
No 23

DATE  
21<sup>st</sup> Jan, 1924

FOR CIRCULATION:-  
Mr.  
Mr.  
Mr.  
Am. U.S. of S.  
Perm. U.S. of S.  
Part. U.S. of S.  
Secretary of State.

SUBJECT

Jouanjee Harrier  
Site & Town Hall.

See memo a no a de 3  
off. i.

200

Previous Paper

Sur/1713/23  
214

NMO

MINUTES

L. H. Reed.

Harrier Site The offer of £15,000 is  
not for reasons from the paper of  
£16,286 which I received at,  
on different grounds,  
on 1713 & it is good work, I  
think, to put Mr. Jouanjee with  
the proposed alteration of  
arrangement.

Town Hall. The arrangement  
suggested in the document  
in 7/39134 would have  
given Mr. Jouanjee a sum  
of £1200 down and a  
continuing rent of £120 for  
about 40 years. The Govt.

Copy above to Mr. Kye  
see Sur/12/23/24

Subsequent Paper

Sur/1713/23  
214

proposes a lump sum  
of £1500, which only allows  
£3000 as the present  
value of the annuity, all  
the same, the disbursements  
of last year were subject  
to review by the Gov. and  
I cannot say that ~~the~~  
his figure is unjust.  
We have not yet got the  
~~the~~ benefit of <sup>the</sup>  
the proposed in 1779.

I think that he should  
also give his promise  
to amended terms  
& ask if he is prepared  
to leave a settlement  
on these lines. This  
will be represented to  
the King?

Oct. 23/74

at home

by J. H.

23/2/74

## MINUTES

MINUTES NOT TO BE WRITTEN  
ON THIS SIDE.

proposes a lump sum  
 of £1500, which only allows  
 £3000 as the present  
 value of the annuity, all  
 the same, the dimensions  
 of last year were subject  
 to review by the Gov. and  
 I cannot say that ~~the~~  
 his figure is correct.  
 We have not yet got the  
~~the~~ despatch of 24  
 Dec. proposed in 479.  
 I think that we should  
 also give his passage  
 the amended terms  
 & ask if he is prepared  
 to leave a settlement  
 on those lines. This  
 legal representation is  
 being?

Oct. 23/14

at home

H. J. G.

23/27/14

3534

22 JAN 24

Telegram from the Governor of Kenya to the Secretary  
of State for the Colonies.

Dated 21st January

(Received Colonial Office 3.29 p.m. (22nd January 1924).

Clear the Line

23 21st January.

I regret the delay but I have been fully engaged with other work.

I have had full discussion with everyone concerned. Reference Market. All legal opinion here for the last 12 years is unanimous that Jeevanjee has no claim to the market plot and his agents cannot produce evidence of original cost and maintenance of the market building(s). Under all the circumstances of the case and bearing in mind the long delay I am prepared to recommend generous terms following:

Jeevanjee to surrender all the claims of every sort to market plots and buildings £5000 + 10% interest from 1904 totals £15,000. This purchase to be made by the Government who may perhaps sublet to municipalities. Failing agreement by Jeevanjee an independent arbitrating body to be set up to consider all aspects and make final awards.

Municipality is convinced that figure is too high and prefer independent valuation but I strongly recommend first alternative.

It must be remembered that Jeevanjee has already drawn rent after deducting his expenses for maintenance

29  
29-

W

maintenance amounting to probably ~~200,000~~ 28,000

Original offer of 23,000 was submitted to the Government by the municipality on basis of original value of building and was fair offer under those circumstances. This is offer made by the Government and it is made in conjunction with the Town Hall proposal.

Reference to the Town Hall. I understand that Jeevanjee attaches more importance to the question of principle than to financial considerations and in this negotiation I am of exactly similar opinion. I am quite satisfied that Jeevanjee has accordingly neither legal nor moral claim for a lease and I am strongly of opinion that the Government has every right to insist on purchase and should do so on the following terms: Government to purchase for 21500 as originally proposed with undertaking plot will only be used for Government or Municipal purposes or else retained as an open space. The delay in completing these negotiations was not fault of this Government. I have received valuable assistance from Wood member of the Executive Council who is the only man who has complete personal knowledge of whole history and he fully agrees with terms of this telegram.

Both deals should go through together and in interest of everyone I urge early and final settlement. Despatch follows.

CORYDON.

THE EASTERN TELEGRAPH COMPANY, LIMITED.

RECEIVED TELEGRAM

SEND ANY REPLY TO THIS

*Via Eastern*

**THE WORD MARKED  
IS SUBJECT TO CORRECTION**



**GOVERNMENT.**

(PRIORITY)

CLEAR THE LINE

*Ch 59th dble*

V NAIROBI 142 PO/22 80 CLEAR THE LINE

*Decod*

CHAPELRIES LN \*

YBIWIVUPO EODXICOWIC BOSEPICPHU FOMVAOFKY

UYAVOICBUO IVOZKIBROM EYGOHUTWOD GADIJECBOR

ICLAPHAOLP IBZUYLENAY CEISIIISBRI HOAEBVUEK

UYTBOKHEBE UCDHUTAMCH JEEVANJEE INYXIDRAOS

MAOEPOLUTO ANBOYAIJFE DAOYLORJAM GAFHIOFPA

AMRIPLYLUM CARNIMAOLP COFORIBYTA ZARKARIMAF

AMRIPOIFY LOMYRALSZY OXEYNIETVA TAGXIHEAUV

RQS

2  
45h



CONTINUED \*  
CT TO COMMISSION

3  
H. P. ...

E. T. Do. Ld.

Circuit No.

Kda 34/V

291

ZVOISHQPE AMRIPONVXE JUSLUUIAFT COVOBSLOOV

OYBREALGJA ICIUOKODOL JEEVANJEE INEDYEZDIM

PAGORAMJKA ISYOOEXVY HLEOTLYLUM AMKKAQWAB

XOSYZONIRA ICIUOQFGYO OBBYMXGLY ONIRALIHQ

SNGAHIHLEW CUAGYMYXOF OCHADQFGYD UTAKQANSYY

FLYDQBBEQ UDBYEDOTOC ICQBBQBBER LUPSQIHLEW

ANGEDLUSEZ EDXIGIYQER IHERLOSAGG ICIHQICLAF

IYQERIHMERL ICBYOUDHOI JEEVANJEE BADOIHUYES

UNHYOPLOY TAKYZQUTHA ANEIBTISED NESENIVIHI



CONTINUATION SHEET No. *4*

E. T. Co., Ltd.

*Chapelries*

*Xhs 34/V*

295

ARNICALLYL

RYXOAGEISI

ICAEMOYLS

JEEVANJEE

INC JONESUX

LENAYNOBAH

Chapuis

E. T. Co., Ltd.

Circuit Ref

Ed 34/V

296

MUVZADZOW	ABBYLAUCT	ANCLASLOJA	IHLEWINSIF
POXEWKAPTS	OTUAGANMIT	EYTGACCOWA	IHLEWIREEI
UTNACHIEOT	WYLXYONIRA	AWBPOUTWOD	UDLOEDLUTC
FIUHDOI	IHLEWELZY	MYYOFOTRYE	OENYYPNEWY
AVBOQOEFEZ	SEDYDICNEZ	EOEUKBOAKK	IHYGANESEN
LOEDGOORB	TIVIWICFAL	OWURFUHZOM	UWUNDHICDY
ROITTEOEL	MACOYURNK	EBOAHOKBIT	URSTEITPUA
ANBOYICPHU	AINLUTACXI	TISEDSWOKO	ICIUOCEODD
HDUNPHIFE	RUPWBIOBGO	TUOVEANEIS	KEDJAGADIJ
MUBOCK	FAZOIANRIP	GURAJIBYTA	ERKVAOVNE

<p>DECODE</p>
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of a telegram from the Governor of Kenya

Dated 21<sup>st</sup> Jan 1914 Received in the Colonial Office at 3.29 p.m. 22<sup>nd</sup> Jan 14

Clear the line.

23.  
21<sup>st</sup> January

I regret the delay but I have been fully engaged with other work.

I have had full discussion with everyone concerned. Reference market. All legal opinion here for the last 12 years is unanimous that Seervanjee has no claim to the market plot and his agents cannot produce evidence of original cost and maintenance of the market building. Under all the circumstances of the case and bearing in mind the long delay I am prepared to recommend generous terms following

DECODE

of a telegram from the Governor of

182

Received in the Colonial Office at

Teevangee to surrender  
 all the claims of every sort  
 to market plots and buildings  
 £5000 + 10% interest from 1904  
 totals £15,000 @ This purchase  
 to be made by the Government  
 who may perhaps submit to  
 municipalities @ Fasting agreement  
 by Teevangee an independent  
 arbitrating body to be set up  
 to consider all aspects and  
 make final awards @

Municipality to consider  
 that figure

DECODE

of a telegram from the Governor of

Dated

192

Received at the Colonial Office at

192

is too high & prefer independent valuation but I strongly recommend first alternative.

It must be remembered that Sewagee has already drawn rent after deducting his expenses for maintenance amounting to probably £8000.

Original offer of £3000 was submitted to the Government by the Municipality on basis of original value of building & was fair offer under those circumstances. This is offer made by the Government & it is made in conjunction with the Town Hall

proposal.

Reference to the  
Town Hall & I understand  
that Tevanjee attaches  
more importance to the  
question of principle than  
to financial considerations  
& in this negotiation I  
am of exactly similar  
opinion. I am quite  
satisfied that Tevanjee  
has accordingly neither  
legal nor

A  
18



300

of a telegram from the Governor of

Dated

192

Received in the Colonial Office at

on

moral claim for a lease and I am  
strongly of opinion that the Government has  
every right to insist on purchase and should  
do so on the following terms. Government  
purchase for £1500 as originally proposed  
the undertaking plot will only be used for  
Government or municipal purposes or else  
retained as an open space. The delay in  
completing these negotiations was not fault of  
Government. I have received valuable  
assistance from Wood member of the  
Executive Council who is the only man  
who has complete personal knowledge of  
the history and he fully agrees with  
the terms of this telegram.

Both deals should go through together  
in interest of everyone I urge early  
final settlement. Despatch follows  
Governor



385 W. Ave  
Kamp

301

1895

DRAFT.

4. *Residence*

Copy to Mr. Nya, Mr. ...

With refer. to the letter from the  
Dept. of the ... of ...  
etc. to inform you that ...  
has received from the Gov. of  
Kenya amended ...

MINUTE.

- Mr. ...
- Mr. ...
- Mr. ...
- Mr. D. ...
- Mr. G. ...
- Mr. H. ...
- Mr. J. ...
- Mr. ...
- Duke of ...

which the local Govt is  
prepared to ...  
satisfaction of your ...  
plot and buildings of the  
market at ...  
side of the Town Hall.  
2. The Gov. suggest that  
on condition that you ...  
all claims of ...  
the market plot and  
buildings, the Govt. should

1895

DRAFT.

MINUTE.

Mr.  
Mr.  
Mr.  
Sir C. Doble  
Sir G. Grenville  
Sir H. Ross  
Sir J. Masterton Smith  
Mr. Ormsby-Gore  
Deputy of Devonshire

Further funds  
and a sum of £20000, together  
with 10% interest on this  
sum from the year 1900.  
(After limited funds)  
in all £20000. The Govt.  
would reserve the right to  
revert the property to the  
municipality. 302

2. Should you not feel  
prepared to accept this sum  
as Government offer, as an  
alternative to submit the  
(all part of the market place and buildings)  
to an independent,  
arbitrating body to be set  
up to consider all aspects  
of the question, and to make  
a final award. The Govt.

emphasizes that this offer  
if the limited funds for the market place and buildings  
is made in conjunction with  
the following conditions proposed for the



Further funds

and £100,000 (2,000,000) interest  
with 10% interest on this  
sum from the year 1900

(fifty hundred pounds)

in all £1,000,000. The Govt

would receive the right to  
revert the property to the  
municipality. 302

DRAFT.

MINUTE.

- Mr.
- Mr.
- Mr.
- Sir O. Daulton
- Sir G. Gribble
- Sir H. Ross
- Sir J. Masterton Smith
- Mr. Ormsby-Gore
- Duke of Devonshire

Should you not feel  
prepared to accept these terms

The Governor offers as an  
alternative to submit the

(whole portion) of the market place and buildings  
subject to an independent

arbitrating body to be set  
up to consider all aspects  
of the question, and to make  
a final award. The Gov.

emphasizes that this offer  
of fifty thousand pounds for the market place and buildings  
is made in conjunction with  
the following conditions proposed for the

agreement by [unclear]  
[unclear] of the [unclear] [unclear]

6. The lease [unclear] prepared  
by you [unclear] a [unclear]  
[unclear] [unclear] for the  
sum of £2,500 [unclear]  
you shall let [unclear]  
prepared to pay and [unclear]  
for the [unclear] [unclear]

DRAFT.

Let you [unclear] moral or legal claim  
for a lease. They would

MINUTE.

however [unclear] that the  
plot will be only be used

for Gov. or Municipal purposes  
or else retained as an open  
space

5. M<sup>r</sup> T. will be glad to  
learn whether you are willing  
to leave a settlement on these  
lines to your legal representatives

- Mr.
- Mr.
- Mr.
- Sir C. Duns
- Sir G. Duns
- Mr. H. Read
- Sir J. Masterton Smith
- Mr. Denby-Doe
- Duke of Devonshire

(Signed) H. J. READ in Kenya

London etc.