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Nairobi, P. O. Box No 24

July, 8th 1915.

(This letter is not "without prejudice" and will be exhibited in Court in the event of any action being taken by Government)

Sir,

Re Jeevanjee Market Site.

Your letter of the 6th instant, No. 15/358 to hand We presume the heading "without prejudice" to be an error as your letter is merely a notice that action will be taken if your client does not accept the Government's draft Lease within seven days without amendment.

We had already communicated with the Hon'ble the Chief Secretary to the effect that our client wishes the question as to the Market Lease to be referred to the Secretary of State for the Colonies.

There are several points in the draft lease which require consideration and which we are not yet in a position to deal with.

In the draft submitted there is no adequate description of parcels, and further there is reference to a plan, but no copy of the plan has been submitted.

We have written the Hon'ble the Land Officer for these further particulars.

We quite admit that the question of the omission of the clause dealing with the right to monopoly is the one as to which there appears at present to be a deadlock between our client and the Government, but we would point out that the omission of the clause in question could not effect the rights of the Government if no monopoly exists.

Our client is not asking that a clause be inserted giving him a right to a monopoly but he naturally objects to giving away what he considers to be his rights by allowing an unnecessary clause to be inserted in his lease

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He instructs us to make it perfectly clear that, in asking for the emission of this clause, he is prepared to abide by the decision of the Secretary of State for the Colonies as to whether he is entitled to a monopoly.

We are writing the Chief Secretary to the same effect and a copy of this letter will be forwarded to the Secretary of State.

We have the honour to be,

Sir,

Your obedient servants,

To

The Hon. The Attorney General.

Nairobi.

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He instructs us to make it perfectly clear that, in asking for the emission of this clause, he is prepared to abide by the decision of the Secretary of State for the Colonies as to whether he is entitled to a monopoly.

We are writing the Chief Secretary to the same effect and a copy of this letter will be forwarded to the Secretary of State.

We have the honour to be,
Sir,
Your obedient servants,

To
The Hon. The Attorney General.

Nairobi.

Approved on behalf of the Lessees subject to amendments noted in red ink

THIS INDENTURE made the day 20 19

BETWEEN HIS MOST GRACIOUS MAJESTY KING GEORGE THE FIFTH

(herein after referred to as His Majesty which expression shall where the context is so admits include His Heirs and successors) of the one part and *Allibhai Mulla* JEEVANJEE AND ~~JEEVANJEE~~ trading together under the name or style of A.M. Jeevanjee and Company at Nairobi and elsewhere in the East Africa Protectorate and in India General Merchants (hereinafter referred to as the Lessees which expression shall where the context so admits include their respective heirs executors administrators and assigns) of the other part WITNESSETH that in consideration of the rent hereinafter reserved and of the covenants by the Lessees hereinafter retained or implied by virtue of the provisions of the Crown Lands Ordinance ~~1902~~ ¹⁹¹⁵ His Majesty doth hereby demise unto the Lessees ALL that piece or parcel of land situate in the Township of Nairobi in the Nairobi District of the Ukamba Province of the East Africa Protectorate being *Subdivision No 425 Section no XXIII Portion no 3 meridional District Souths A 37 Nairobi G. II a*

The plan submitted shows alleged encroachment in Stewart Street in pursuance of our interview we understand this encroachment is noted & permit will be taken in reference to the said Crown Lands Ordinance ¹⁹¹⁵ ~~1902~~ and especially the provisions contained in Article 15 thereof and to the rules for the time being in force under said Ordinance YIELDING AND PAYING therefor for the said term the yerly rent of Rs. 15/- in advance payable on the first day of January in every year and so in proportion for any less period that

containing in the whole 3.3383 acres or thereabouts more particularly delineated and described on the (plan) annexed hereto and thereon bordered with ~~and~~ Together with all the buildings erected thereon TO HOLD the same unto the Lessees for the term of 50 years from the date hereof Subject save where expressly herein otherwise provided to the provisions of the said Crown Lands Ordinance ¹⁹¹⁵ ~~1902~~ and especially the provisions contained in Article 15 thereof and to the rules for the time being in force under said Ordinance YIELDING AND PAYING therefor for the said term the yerly rent of Rs. 15/- in advance payable on the first day of January in every year and so in proportion for any less period that

one year AND the Lessees do and each of them doth thereby jointly and severally covenant with His Majesty in manner following that to say :-

- (1) To pay the said annual rent hereinbefore reserved at the times and in manner aforesaid.
- (2) To bear pay and discharge all existing and future rates and taxes assessments duties and impositions and outgoings whatsoever imposed or charged upon the demised premises.
- (3) To use the buildings now standing on the said piece or parcel of land and any buildings hereafter erected thereon for the purpose of a Public Market only.
- (4) To keep the said buildings and any further buildings so erected as aforesaid in good and tenantable repair and condition.
- (5) To build such further buildings as may be necessary for the purpose of the said public Market from time to time to the opinion and at the written request of Government
- (6) To set aside or allow or cause to be set aside on some convenient part of the demised hereditaments and premises suitable and sufficient pace for latrine accommodation for the users of the said Public Market to the satisfaction of the Municipal Committee for the Town of Nairobi and to allow the said Committee and its servants and workmen full and free access thereto for ^{all purposes herein provided for} ~~all purposes~~ at all times ~~herein~~ during the term hereby granted.
- (7) Not to assign sublet or otherwise part with the possession of the demised premises or any part thereof without the previous consent of the Governor in writing.
- (8) To pay the sum of Rs. 15/- for every such consent as last aforesaid.
- (9) To pay the costs of the preparation of this Indenture amounting to Rs. 45/- PROVIDED always and it is hereby agreed and declared by and between the parties hereto as follows:-

(1) That if at any time before the expiration of the term hereby granted the Lessees shall rebuild or cause to be rebuilt the said buildings comprising the aforesaid Public Market in stone on a stone foundation and roofed with iron or tiles or other approved material according to plans Elevations Sections and Specifications to be prepared by ~~me~~ and at expense of the Lessees and to previously approved in writing by the Land Officer then this present demise shall upon the writing request the Lessees be extended for a further period of 49 years from the date of expiration of the term hereby granted upon the terms and conditions herein set forth this present clause for extension only excepted.

Further stone structure may be erected on the present stone plinth and foundation duly passed

(2) ~~That nothing herein contained shall be deemed to create in or for the Lessees a Monopoly for the holding of a Public Market.~~

This clause is unnecessary Mr Jessup has agreed to shall the question as to whether his monopoly to the Secretary of State the omission of this clause cannot give him a monopoly if one does not at present exist

(3) That if the rent hereby reserved or any part thereof shall be in arrear and unpaid for 21 days after the same shall have become due (whether legally demanded or not) or if there shall be any breach non-observance or non-performance of any of the covenants and agreements on the part of the Lessees herein contained or implied by virtue of the said Crown Land Ordinance 1902 then and in such cases it shall be lawful for His Majesty to enter into and upon the demised hereditaments and premises and the buildings for the time being erected thereon re any part thereof in the name of the whole and the same to have again and repossess as of his former state and thereupon this demise shall absolutely cease and determine and all monies paid thereunder shall be forfeited to His Majesty but without prejudice to any right of action or any claim His Majesty may have against the Lessees in respect of any such breach non-observance IN WITNESS etc.

COPY

27th April 1921.

K. J. Muir Mackenzie Esq.
Attorney-General's Office,
Nairobi.

Sir,

MARKET AND TOWN HALL.

In reference to our recent interview, I have seen Mr. A. H. Jeevanjee and find that, for the purpose of settling these long outstanding questions, he is prepared to put forward certain offers of settlement which appear to be more reasonable:-

Re MARKET

Mr. Jeevanjee has expended well over Rs. 100,000 on these buildings and the plot is a most valuable one. It is also certain that if the market were run by the Municipality it could be made a most paying proposition- whereas under the present arrangement of dual control, this is not the case.

Mr. Jeevanjee offers:-

- (1) To sell his entire interest in the buildings and plots for £30,000.
- or (2) To lease the premises and plot for the monthly rent of £300
- or (3) To retain the lease and run the Market on the following lines:-

- (1) Municipality to take taxes
- (2) Rents to be in sole control of the owner.
- (3) Management to be in sole control of the owner.
- (4) Sale of similar commodities under licence from Government to be restricted to cases in which the Jeevanjee Market cannot fulfil requirements of the Township and only

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to be issued with the expressed approval of His Excellency the Governor.

- (5) Government to make up the difference between the actual receipts from the Market and 10 per cent on the value of the plot and buildings, which is estimated for this purpose at 430,000.

We would point out that at present the Municipality are making more out of the Market than the owner who has expended such a large amount of money on buildings and up-keep and, further, that we have had the valuation checked by a competent European Valuer who informs us that it is below the value at which he could assess it.

RE: TOWN HALL (COURT BUILDINGS)

This is one of the most valuable plots in the Township, and a reference to the correspondence and draft Lease can leave no doubt that Mr. Jeevanjee was not prepared to erect the building on the same terms as ordinary residential buildings.

The final draft agreed was signed on behalf of our client and approved and witnessed by Messrs Sanderson and Margraves. There is, therefore no doubt that Mr. Jeevanjee is entitled to a lease of this valuable plot.

To accommodate the Government Mr. Jeevanjee is prepared to release his claim to the lease for so long as the plot may be required for genuine Government purposes, and to accept in exchange a suitable plot elsewhere, but preferably in Sixth Avenue, where we understand a plot is available, and was actually ear-marked for this exchange.

Yours truly obediently

C O P Y.

P. O. Box No. 139.

Land Department,

Nairobi, May 26th, 1921.

In reply please quote No. J. 7156 II and date

Gentlemen,

With reference to my No. 7156/II of November 24th, enclosing engrossed Lease, I am directed to inform you that unless the Lease for the above Market is accepted and executed before June 30th, 1921, proceedings for ejectment from the above site will be taken.

I am to add that this decision has been arrived at after full consideration of the offers made on behalf of your client Mr. A. M. Jeevanjee in your F.J. of the 27th April 1921, addressed to Mr. Muir Mackenzie.

This notice is final.

I am

Gentlemen,

Your obedient servant,

(Sgd.) A. E. Townsend,

Ag: Commissioner of Lands.

Messrs Daly, Figgis & Ross,

Solicitors,

Nairobi.