

Messrs. A. M. JEEVANJEE & CO.

File No.....

779

SWIFT PRESS, NAIROBI.

SUBJECT.

REFERENCE TO
PREVIOUS
CORRESPONDENCE.

*Correspondence referred to in Report
on Town Hall Plot.*

130

THIS INSTRUMENT made this day of

1904 BETWEEN Messrs A. M. Jeevanjee & Co., Contractors of Mombasa and Nairobi, in the East Africa Protectorate (hereinafter called the Lessors which expression shall include their heirs and assigns) of the one part and the Nairobi Municipal Committee (hereinafter called the Lessees) of the other part. WITNESSETH that in the consideration of the rent, covenants and conditions hereinafter reserved and contained and on the part of the Lessees to be paid, performed and observed by the Lessors DO HEREBY demise unto the Lessee all that messuage and premises situate in the Township of Nairobi known as the Municipal Hall and Offices.

TO HOLD the same unto the Lessees from the first day of January 1904 for the term of ten years yielding the paying therefor the yearly rent of Rs. 1,000 payable quarterly in advance on the first day of January, the first day of April, the first day of July, and the 1st day of October, in each year.

And the Lessees do hereby covenant with the Lessors to pay the said rent hereinafter reserved on the days and in the manner aforesaid and will maintain the paint and glazing on or in the said premises in good condition and repair. And will permit the Lessors and their Agents Surveyors, and workmen at all reasonable times during the said term to enter upon the said premises to inspect the same.

AND the Lessors DO HEREBY COVENANT with the Lessees that they the Lessors will keep the said premises in good condition and complete repair save and except the aforesaid painting and glazing thereon.

AND THAT the Lessees so long as they shall pay the rent hereby reserved and perform the covenants on their parts herein contained may no hold and quietly enjoy the said premises during the said term without

any interruption by the Lessors or any persons claiming under or through them.

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Memo of Agreement entered into this first day of January 1904 between Messrs A. M. Jeevanjee of the one part and herein described as the first party and H. M's Sub-Commissioner as Chairman of the Municipal Council of the other part and herein described as the second party.

WHEREBY the first party agrees to build a Corrugated Iron Sheet building on masonry pillars in Nairobi on Government land such building to be used as Town Hall.

The total cost of the building not to exceed Rs.14,775 only and the first party agrees to let the building at a yearly rental based on a calculation of 10 per cent of this sum i.e. annual rental of the building will be Rupees fourteen Hundre and eighty only, but the second party at any time to have the option of purchasing the building for the capital sum.

The Contractors bind themselves, their heirs, executors and administrators to let for a period of ten years (to commence after the building has been completed and handed to the Government).

The second party shall be charged for the site on which the buildings are to be erected for the first ten years of the lease, after which a ground rent of Rs. per mensem payable by the Contractors every six months in advance will be charged by the Government, for a period of ninety nine years.

The Contractors shall be entitled to a lease of site in accordance with the terms contained therein.

Should the second party not have exercised an option to purchase within years from the date hereof, the first party shall take a lease of the land upon which the said building stands or is surrounded by not exceeding in the whole square yard for a term of ninety nine years at a rental of Rupees per annum

and subject to a covenant for the payment of the rent and to the covenant to repair similar to that contained in the above agreement to a condition of re-entry in the event of the first party making any breach of any covenant by him to be observed and performed by and to provide enabling the second party to purchasing a building similar to that contained in this agreement.

Should the premises continue to be rented then the first party shall take out a certificate for the land and any rent paid by them for the land shall be added to the annual rent unpaid by the second party.

3

Nairobi Municipality,
Nairobi, 29th December, 1904.

Messrs A. M. Jeevanjee & Co.,
Mombasa.

Gentlemen,

In reply to your letter of the 29th instant in continuation of my letter M.637, I have to inform you on behalf of the Municipality that from the correspondence in this office the facts with regard to the Town Hall, are as follows:-

Two draft agreements were drawn up on the early part of 1904, the one by the Crown Advocate and the other by your Solicitors. The first is on the basis of a ten years' lease at a rent of Rs.1,000 per annum. The second is on the basis of a ten years' lease at a rent of 10 per cent of the capital outlay of Rs.14,475. Neither of these agreements were signed. You objected to the first, and the Municipality would not accept the second.

Attached to these drafts is a memo written by Mr. Hempstead, Collector, my predecessor in this Office, and is worded as follows:-

"Mr. Jeevanjee agrees to accept Rs.1,200 per annum for the Town Hall and agree to give a ten years' lease for the same" (5th July 1904).

In the Municipal Budget published in the "Official Gazette" of January 15th 1904, the rent of the Town Hall is put down at Rs.1,000 per annum.

In the Municipal records there is no minute specifying any agreement regarding the rent of the Town Hall, but on the 15th August 1905 the rent is quoted as Rs.1,200.

On December 5th, 1904, a minute was recorded which was embodied in my letter to you of December

8th. Your statement therefore of December 26th, that the Municipality agreed to your conditions and to the rent of Rs.1,480 per annum and is now proposing something at variance with their previous agreement with you, is not borne out by the facts as recorded in this Office.

I consider that my proposal of December 8th is a fair one, and I trust that the matter will be settled as quickly as possible for your own sake as well as that of the Municipality.

Yours faithfully,
(Sgd.) E. L. Sanderson,
Town Clerk.

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Yours faithfully,

(Sgd.) E. L. Sanderson,

Town Clerk.

4

THIS INSTRUMENT made this first day of February 1905 between Messrs A. M. Jeevanee & Co., Contractors of Mombasa and Nairobi, in the East Africa Protectorate (hereinafter called the Lessors which expression shall include their heirs and assigns) of the one part and the Nairobi Municipal Committee (hereinafter called the Lessees) of the other part.

WITNESSETH that in consideration of the rent, covenants and conditions hereinafter reserved and contained and on the part of the Lessees to be paid, performed and observed, the Lessors do hereby demise unto the Lessees all that building and premises known as the Municipal Hall and Offices and situate in the Township of Nairobi.

TO HOLD the same unto the Lessees from the first day of January 1904 for the term of ten years, Yielding and paying therefor the yearly rent of Rs.1,200 payable quarterly on the first day of April, the first day of July, the first day of October and the first day of January in each year.

And the Lessees do hereby covenant with the Lessors to pay the said rent hereinbefore reserved on the days and in the manner aforesaid and will repair any damages that shall occur in the said premises through their neglect and will permit the Lessors and their Agents at all reasonable times during the said term to enter upon the said premises and inspect the same. And will pay to the Government the amount of the ground rent charged upon the land occupied by the said premises during the said term, and will pay the amount of the water rate imposed upon the said premises during the said term.

And the Lessors do hereby covenant with the Lessees that they the Lessors will make good the

defects in the flooring and window-frames of the said premises in good condition and complete repair externally and internally save and except when damage shall be the result of neglect on the part of the Lessees.

And that the Lessees so long as they shall pay the rent hereby reserved and perform the covenants on their part herein contained may hold and quietly enjoy the said premises during the said term without any interruption by the Lessors or any person claiming under or through them.

IN WITNESS whereof the said parties to these presents have hereunto, set their hands and seals the day and year first above written.

(Sgd.) Allibhay Mulla Jeevanjee & Co.
Abdulhusein Mulla Karimjee.

Witness

(Sgd.) E. L. Sanderson
(Sgd.) Edward P. Hargeaves.

I. O. No. 7158.

No. 1227-14.

H. M's Sub-Commissioner's Office,
Nairobi, 5th August, 1905.

Sir,

I have the honour to transmit to you herewith copy of a letter I have received from Messrs A.M.Jeevanjee & Co., in which they ask for a lease of the land now occupied by the Town Hall. I believe that the Crown Advocate has given it as his opinion that a lease of the ground should be granted to Messrs Jeevanjee, and I have to say that I am of quite the same opinion. I see no reason why an ordinary lease should not be granted.

I am aware that the Municipality contended that the site ought to be reserved to them for a Town Hall site, but under the circumstances, viz, that the building on the site belongs to A. M. Jeevanjee & Co., and that they are willing to rent the building to the Municipality for as long as they require it. I see no reason why the request made by Messrs A.M.Jeevanjee & Co. should not be complied with.

I have the honour to be,

Sir,

Your obedient servant,

John
(Sgd.) Ainsworth

H. M's Sub-Commissioner.

The Chief Surveyor and

Land Officer,

Nairobi.

6
Nairobi, September 20th 1905:

TOWN HALL, NAIROBI.

Sir,

Referring to our interview yesterday when we were to consult our client and write you his views regarding this matter.

We must admit at the outset that our client, Mr. Jeevanjee, made a mistake in laying out so large a sum; approximately Rs.15,000, in erecting this building before he had obtained a lease of the land from Government ~~and~~ and a definite agreement in writing with the Municipality as to the terms on which he was to build.

The Government and the Municipality were equally to blame, however, the one in permitting an individual to build on Crown land before a lease or arrangement for a lease had been signed, and the other requesting and allowing a contractor to erect a building without having a written agreement or lease entered into first.

Public departments and bodies, such as the Land Office and the Municipality, should be most careful. Having allowed and procured an individual to act to his prejudice as in this case, that no advantage whatever is taken of him in consequence.

Our client states that he was asked to build the Town Hall on the same terms as he is in the habit of building for Government and private persons, and that he consented to do so and has carried out the work.

Mr. Jeevanjee's terms are thoroughly well known in East Africa, namely he erects a building for a contract price on the terms that the land on which the building stands is leased to him and he is paid rent at the rate of 10 per cent on the contract price. If the person for whom he builds wishes to purchase the building he may do

so at any time on paying the contract price.

If there was any intention in the present case of getting other or better terms than these on which our client invariably builds they ought, in fairness, to have been specially brought to his knowledge and an agreement entered into regarding them. Certainly our client ought not to have been allowed to expend his capital on the building pending a definite arrangement being made.

We do not deny that the terms on which Mr. Jeevanjee builds are favourable to him. but on the other hand he is the only person in East Africa up to the present time able and willing to lay out capital in buildings for other people, with an option of purchase. If his terms do not suit either Government departments, public bodies or private individuals, they are under no obligation to accept them.

The value of the Town Hall is approximately Rs.15,000 and the rent thereon would be Rs.1,500 per annum. We understand that on one occasion, when Abdulsein was absent from Nairobi, his representative, without authority and without knowledge of the facts arranged a rent of Rs.1,200 with you. This is a clear loss to our client of Rs.300 per annum. but the arrangement having been made by his servant he does not wish in any way to go back upon it.

The suggestions now made on the one hand by the Land Officer, that our client should be refused any Lease of the land, and on other by the Municipality, that he should be given only a ten years' lease (in which case the building would belong to the Government at the end of the term) we can only characterise as perfectly monstrous. As to your own suggestion that Government should be permitted to buy at a valuation

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after a term of years, while we do not deny that in settled countries capitalists might be willing to agree to such terms, yet, in the present case, it would be serious deviation from the original agreement made with our client and contrary to his building custom and one which he would have agreed to if it had been put before him originally and which he cannot now entertain.

Mr. Jeevanjee asks for a lease for 99 years, the first ten years rent free and therefore at a rent of Rs.2 per month, unless and until the building is purchased by the Municipality at its original value.

We understand that the Crown Advocate will arrive here tomorrow and we suggest that a meeting should be arranged at which yourself, the Land Officer, the Crown Advocate, the Town Clerk and ourselves would attend in order to go into and settle this matter and also that of the Jeevanjee Market.

We have the honour to be,

Sir,

Your obedient servants,

(Sgd.) Tonks & Allen.

J. Ainsworth Esq., C.M.G.

H. M's Sub-Commissioner,

Nairobi.

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We have the honour to be,

Sir,

Your obedient servants,

(Sgd.) Tonks & Allen.

J. Ainsworth Esq., C.M.G.

H. M's Sub-Commissioner,

Nairobi.

Nairobi, 2nd February, 1915.

Dear Sirs,

TOWN HALL, NAIROBI.

I beg to acknowledge yours of the 26th ultimo, and to inform you that I put a clerk on to search for the copies of the letters you require. The search occupied a considerable amount of time, but he was not able to find any letter relating to the Town Hall beyond that of the 20th September 1905, a copy of which you already have.

If you could give me a reference to any actual letter or date, I would have a further search made, but my personal belief is that the letter of the 20th September 1905 is the only one written by me.

I shall be glad if you will let me have my search fee, Rs.5.

Yours faithfully,

(Sgd.) B. G. Allen.

Messrs Tonks, Daly & Figgis,

Solicitors,

Nairobi.

Nairobi, 2nd February, 1915.

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Yours faithfully,
(Sgd.) B. G. Allen.

Messrs Tonks, Daly & Figgis,
Solicitors,
Nairobi.

EAST AFRICA PROTECTORATE.

Contract entered into this 3rd day of January 1901 between Her Majesty's Sub-Commissioner at Nairobi on the one part and Messrs Jeevanjee & Co. Contractors on the other part.

Whereby Messrs Jeevanjee & Co. contract to build Three double Bungalows of the same kind and description as built by the Uganda Railway for the Railway Subordinate, that is each bungalow to have three living rooms, 2 of 11 X 15 feet, and one 12 X 15 feet with front and back verandahs, and store and bath rooms each 6 feet square, for the sum of Three Thousand Rupees (Rs.3000) each, and at the option of the first part the Contractor agrees to accept payment for one or all of the Bungalows any time after their completion but should the Bungalows not be purchased the Government will pay rent at the rate of Rs.300 Three hundred) per annum for each Bungalow remaining unpaid for, it is agreed that no rent paid be deducted from the purchase money.

(Sgd.) A. M. Jeevanjee

(Sgd.) John Ainsworth

H.M. Sub-Commissioner.

COPY - ORIGINAL IN 209/547 "U".

TOWN HALL SITE.

Mr. Jeevanjee refused to accept the conditions that a clause be inserted giving Government the option to buy back land by paying Capital cost of building within the 10 years lease from himself to Municipality, though in Mr. Allen's letter of September 20th, 1905, it is clearly shown that the basis of agreement with Government when he built the Town Hall embodied this condition. I had attempted to negotiate better terms and obtain the acceptance of taking over a valuation.

(Sgd.) R. W.

22nd April 1910.

Jeevanjee says he willing to meet us in the question of the Town Hall site but says if we take the plot over he trusts that an equivalent area of land be given him elsewhere in the town he puts himself in Government's hands in this matter.

(Sgd.) R. W.

25th April 1910.

Memorandum by Mr. Ainsworth re the Nairobi Town
Hall built by Messrs Jeevanjee & Co.

The Nairobi Municipality originally rented a building in Victoria Street; this building subsequently proved inadequate for our work.

The necessity for a building to contain offices and an assembly room was specially felt. We could not obtain money for the purpose, and Messrs Jeevanjee & Co. were approached. I do not remember the date.

Subsequent to ~~erect~~ ~~the~~ my seeing Messrs Jeevanjee & Co., this firm had already erected certain buildings for the Government on the following terms:-

Jeevanjee to erect the building on Crown Land; he to charge rent for the building on a basis of 10 per cent on the capital cost of the building. The Government at any time to have the option, during 10 years, of taking over the building on payment of the capital cost. Should, however, the Government not exercise the option within 10 years, and on the expiration of the term leave the building, then Messrs Jeevanjee & Co. to have the right to obtain a lease of the land occupied by the building etc.

To the best of my recollection the Town Hall was built by Messrs Jeevanjee & Co. under a similar arrangement to that which prevailed at the time in respect of buildings erected for the Government.

(Sgd.) John Ainsworth

Provincial Commissioner

Col. M.

8. Town Hall Site. "Here again Mr. Jeevanjee built the Town Hall before obtaining any Lease. He then leased the building to the Municipal Committee by an agreement for 10 years at a rental of Rs.1200 a year. No clause was inserted as to the action to be taken at the end of that period.

"In 1905 the Municipal Committee considered the question of its position regarding this building.

Allen
"Mr. Jeevanjee, who was acting for Mr. Jeevanjee, urged that his client was entitled to a lease on the terms which had been usual in his building lease at that time, i.e. that he should be given a 99 years' lease of the land, of which the first 10 years should be at a nominal rent; that the Municipal Committee should continue to pay Rs.1200 a year rent for the building, and that it should have the option at any time during the term to take over the lease from Mr. Jeevanjee on paying him the capital cost of the building which he stated to be Rs.15,000.

"Mr. Jeevanjee, at a recent interview, at first refused to admit that he was bound to give up his lease to the Municipal Committee on any condition; but he has since agreed to do so and leaves it to the Government to fix the rent after ten years in the event of the Municipal Committee not exercising the option to buy.

"But he asks that if the land is taken from him he may be granted an equivalent area elsewhere at the rent prevailing for land of that class at the time.

"I recommend that a lease be now given to Mr. Jeevanjee on these terms, the rent of the land after the first ten years being fixed at the same rate as prevailing for sites on Government Road at the time when building was erected.

"I also recommend that Mr. Jeevanjee's prayer,

Col. M.

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"I also recommend that Mr. Jeevanjee's prayer,

-2-

to obtain an equivalent area elsewhere if this land is taken away be granted."

His Excellency. -- "To Municipal Committee for for their views."

Remarks.-- "Colonel Montgomery's note correctly sets forth the facts. I append the recommendations of the Municipal Council."

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His Excellency. -- "To Municipal Committee for their views."

Remarks.-- "Colonel Montgomery's note correctly sets forth the facts. I append the recommendations of the Municipal Council."

No. 57/16.

Nairobi, 18th March 1915.

Sir,

RE: TOWN HALL - A. M. JEEVANJEE & CO.

In pursuance of our interview this morning I send list of the documents which I referred to. If you have no copies of any of these documents we shall be pleased to supply these:-

Two draft Leases (not approved), 1904.
 Copy not signed J.A. 7th July, 1904.
 Letter not signed J.A. 5th August 1905
 Letter-Town Clerk to A.M., December 8th 1904
 Letter-Town Clerk to A.M. Jeevanjee, December 29th 1904.
 Letter - A. M. Jeevanjee to Town Clerk, January 11th, 1905.

Copy draft lease signed by A. M. Jeevanjee and witnesses by Town Clerk and Mr. Hargreaves.

I would be much obliged if you would let me have an extract copy of the original draft returned to the Town Clerk in response to his letter of the 13th January 1905 with any remarks or notes made by our clients.

Kindly let me have a reply at your earliest convenience, stating whether you consider the documents in question after the conclusion arrived at by the Government in any way.

Yours faithfully,

(Sgd.) E. K. Figgis

Tonks, Daly & Figgis.

The Honourable

Mr. R. Barton Wright,

(Urgent).

No. 57/16.

Nairobi, 18th March 1915.

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RE: TOWN HALL - A. M. JEEVANJEE & CO.

In pursuance of our interview this morning I send list of the documents which I referred to. If you have no copies of any of these documents we shall be pleased to supply these:-

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- Letter-Town Clerk to A.M. Jeevanjee, December 29th 1904.
- Letter - A. M. Jeevanjee to Town Clerk, January 11th, 1905.

Copy draft lease signed by A. M. Jeevanjee and witnesses by Town Clerk and Mr. Hargreaves.

I would be much obliged if you would let me have an extract copy of the original draft returned to the Town Clerk in response to his letter of the 13th January 1905 with any remarks or notes made by our clients.

Kindly let me have a reply at your earliest convenience, stating whether you consider the documents in question after the conclusion arrived at by the Government in any way.

Yours faithfully,
(Sgd.) E. K. Figgis
Tonks, Daly & Figgis.

The Honourable
Mr. R. Barton Wright,

(Urgent).

Land Department, 799
Nairobi, British East Africa
20th March 1915.

Sir,

A. M. JEEVANJEE & CO. TOWN HALL, NAIROBI.

With reference to our interview of the 18th instant and your letter No.57/16 of the same date, I beg to say that copies appear on my file of the note signed by Mr. Ainsworth, dated the 7th July 1904, also of the 5th August 1905, and of a letter from Mr. A. M. Jeevanjee to the Town Clerk, dated 11th January 1905.

A letter also appears on my file showing that a lease was sent by the Town Clerk to the Land Officer on the 14th August 1905, but was returned by the Land Office to the Town Clerk immediately afterwards. No copy appears to have been retained, and I am at a loss to know which lease of the two mentioned by you was sent. I should be therefore be glad to have copies of the follow:-

The two draft leases, not approved, of 1904
Draft lease signed by Mr. Jeevanjee and witnessed by
the Town Clerk and Mr. Hargreaves.
Letter from Town Clerk to Mr. Jeevanjee of the 8th
December 1904.
" " " " " 29th December 1904
" " " " " 13th January 1905

With reference to your penultimate paragraph I can find no copy of the original draft lease returned to the Town Clerk in response to his letter of the 13th January 1905, and would suggest that you apply to the present Town Clerk for the same.

Until all these documents are in my possession I am unable to deal with the last paragraph of your letter under reply.

I am, Sir,

Your obedient servant,

(Sgd.) R. B. Wright, Land Officer.

No. 115/16.

Nairobi, 25th March, 1916.

Dear Sir,

300

RE: PRODUCE MARKETS - THE TOWN HALL.

In a letter written by the Town Clerk to A. M. Jeevanjee, dated the 13th January 1905, there is a request to return the original draft with our client's remarks to your office. In our correspondence with the Honourable the Land Officer we have called for this document and he states he is not aware of its existence, neither can he find a copy of same and has referred it to you.

We would be obliged if you would let us have a copy of this document, including any remarks added by our client.

Yours faithfully,

(Sgd.) Tonks, Daly & Figgis.

The Town Clerk,

Nairobi.

No. 559/3.

Municipal Offices,
Nairobi, March 25th, 1915.

801

Messrs Tenks, Daly & Figgis,
Nairobi.

Dear Sirs,

TOWN HALL PRODUCE MARKET.

In reply to your letter of the 25th instant it would appear that both the documents asked for are required for the purpose of making out a case against the Municipal Committee. In these circumstances I cannot produce the documents without their express authority.

Their decision will be communicated to you on the 30th instant.

Yours faithfully,
(Sgd.) J. A. Watson,
TOWN CLERK.

No. 122/16.

202

Nairobi, 26th March, 1916.

Dear Sir,

RE TOWN HALL PRODUCE MARKET.

As representing my firm in Nairobi I must take the strongest exception to the terms of your letter of the 25th instant. Your suggestion that we require the documents for the purpose of making out a case is both unfounded and most discourteous.

It is not my custom to "make out cases" against anybody, I am justified in asking for a copy of documents which throw light upon the relationship between my client and other parties. The fact that you are the salaried Secretary of your Committee does not appear in any way to justify the terms of your letter.

Yours faithfully

(Sgd.) E. K. Figgis,
for Tenks, Daly & Figgis.

The Town Clerk,

Nairobi.

No. 574/3.

803

Municipal Offices,
Nairobi, March 30th, 1915.

H. K. Figgis Esq.,
C/o Messrs Tenks, Daly & Figgis.

Dear Sirs,

In reply to your letter of the 26th instant, I am surprised that you consider my letter of 26th instant discourteous. No reflection upon your firm is conveyed in the words used; and it was not suggested that there was anything improper in your attempting to make out a case against the Municipality as you are doing according to your own letters in the case of the Town Hall.

It is, however, unusual when parties are on the brink of litigation for one to request the other to lend him documents, the production of which will assist him in making out his case.

Yours faithfully,
(Sgd.) J. A. Watson,
Town Clerk.

Nairobi, 17th May, 1916.

Sir,

A. M. Jeevanjee - Re Town Hall.

80

Some time ago we wrote the Honourable the Land Officer in pursuance of your suggestion in reference to certain further documents which has come to our notice.

We have not yet received a reply to our last letter to him, but understand that the reason is that the Municipality through the Town Clerk have refused to furnish him with copies of certain important documents.

We furnished the Honourable the Land Officer with copies of the further documents which came to our notice and asked him to let us have a copy of an important document referred to in these letters which should have been in his procurement.

We were surprised to find that he has not a copy of this document, but he advised us to supply him to the Town Clerk.

This we did and were met by a blank refusal to supply a copy of the document.

Having regard to all the facts of the case there surely should not be any desire on the part of any department to withhold any document from the inspection of those whom the contents might affect in deciding on their course of action.

The document in question is an original draft lease which appears to have been returned by our clients to the Municipality with certain amendments marked on it.

On the information before us we consider our clients claim to a lease as good, but we would ask you to procure a copy of the document in question and furnish us with a copy of amendments made on behalf of our clients on a draft lease submitted which might materially affect

(2)

our views.

806

Yours obediently,

(Sgd.) Tenks, Daly & Figgis.

To The Honourable

The Chief Secretary,

Nairobi.

Nairobi, 29th June, 1915.

Sir,

A. M. JEEVANJEE - RE: LEASE OF TOWN HALL PLOT.

As the result of our negotiations with the Hon'ble the Land Officer and with the Town Clerk have been eminently unsatisfactory and as we have been absolutely refused inspection of a document which might materially affect this case, our client has decided that it would be better for the whole matter to be referred to the Colonial Office for their consideration and direction.

In instructing us to write this letter our client does not wish to suggest that there has been any discourtesy on the part of the Hon'ble the Land Officer who did not produce the documents asked for, owing to the fact that they were not in his possession and had not been furnished to him by the Municipality. Our clients does, however, feel that he has been treated by the Town Clerk with studied discourtesy and that, having regard to the circumstances of the case, the attitude adopted by him was most unreasonable.

We would be much obliged if you could make arrangements for the entire files dealing with the matter to be transmitted to the Colonial Office as soon as possible as we are sending our files by the first available mail to our client's London advisers for their action.

Yours faithfully,

(Sgd.) Tenks, Daly & Figgis.

To

The Hon'ble

The Chief Secretary,

Nairobi.