

1923

KENYA

CO  
36415  
REF  
RE: 1 AUG 23

FROM  
*Figgis,  
P.H.*

DATE  
*30th July, 1923*

FOR CIRCULATION:—  
Mr.  
Mr.  
Mr.  
Asst. U.S. of S.  
*S. H. ...*  
*14/8/23*  
Perm' U.S. of S.  
Part' U.S. of S.  
Secretary of State.

SUBJECT  
*Market Lease*  
  
*Suggest that Govt should purchase or lease the market plot.*

Previous Paper  
*6.A.S.*  
*35836 n.m.*

MINUTES  
*Hof...*  
  
See also 39134.  
  
The difficulty of arriving at a conclusion in this matter is now due almost entirely to the fact that whereas, if the lease had been entered into at the proper time, it would have been simply a matter between Mr. Jeevanjee and the Government, ~~The~~ establishment of a Municipality in Nairobi has <sup>become</sup> ~~made~~ an important point of Mr. Jeevanjee's interest in the Market and the measures for its administration <sup>are now</sup> a matter between him and the Municipality.

*Arise who s.o. 31 July 23.*  
*copy of. Conf com 16 Aug 23.*  
*JKH*

Subsequent Paper  
*7/*  
*39134*

to reckon with Mr. Jeevanjee's bitter prejudice

MINUTES

MINUTES NOT TO BE WRITTEN ON THIS SIDE.

prejudice against the Municipality. I have no doubt however that he is right in considering that the Municipality have been actively opposed to his interests, and that if he is left to their devices he will not get a lease.

As between the alternatives of the Government buying out the Market outright or a heavy accrued interest for 20 years to the one hand, and a lease to the other way will secure the most participation by the Municipality, I think there is no reasonable choice. The ultimate decision is probably in the latter direction, but we must remember that we can afford to produce for a private transaction of this kind, and we must leave it to Mr. Jeevanjee to meet with bitter opposition on the part of the <sup>and</sup> initial elements on the Legislative Council.

We should send out to the <sup>and</sup> a despatch embodying the substance of Mr. Seel's note (attached) of the discussion together

together with a copy of Mr. Figgis' letter, and we should urge that steps should be taken in the sense <sup>i.e. to say</sup> suggested by Mr. Figgis that a Clause should be inserted in the lease providing that the Municipality should be given the right to use the Market on such terms and conditions as may be approved by His Excellency. I think we should add that if a settlement on this basis can be arrived at, the Secretary of State hopes that the power ~~invested~~ in the Governor will be exercised in all cases with every possible regard to the interests of the lessee.

*W.C.S.*  
11.8.23.  
~~at~~  
*at*  
*H. J. J.*  
14/8/23

Act 2 31/7

R 424

Rossclare Strand Station

Telephone - Rossclare W.P.

Telegram - KELLY ROSSLARE

ROSSCLARE STRAND HOTEL

Proprietor - W. J. KELLY

Promenade Road - Tennis and

Golf Links adjoining Hotel

2-BALL-ROOMS



THE ROSSLARE STRAND HOTEL

Post & Telegraph Office attached to HOTEL

Rossclare, 30<sup>th</sup> July 1923

D. W. KELLY

Dear Mr. Bottomley.

Attn Secretary.

30

As you know I was not prepared for the questions arising over the market lease which turned up the other day and have been thinking over a possible way out of the difficulty.

I consider, of course, that the best solution would be the purchase. Leasing of the market & plot by the Government and disposal of the unutilized area in the event of purchase

Act 2 31/7

R 424

Rosslare Strand Station  
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Peperage Roof, Tennis and  
Golf Links adjoining Hotel.

7 BALL ROOM



C O  
38415  
AUG 23

THE ROSSLARE STRAND HOTEL

Post & Telegraph Office  
attached to  
HOTEL

Rosslare, 30<sup>th</sup> July 1923.  
C. HEYWOOD

Dear Mr. Bottomley.  
Attn Treasurer.

30

As you know I was not prepared for the question arising over the market lease which turned up the other day and have been thinking over a possible way out of the difficulty.

I consider, of course, that the best solution would be the purchase or leasing of the market plot by the Government and disposal of the unutilized area in the event of purchase.

If this course is impossible I would ask  
 the insertion of a clause in the lease  
 providing that the Municipal Council  
 be given a right to use the Marsh  
 upon such terms and conditions  
 may be approved by His Excellency.  
 This would secure the Owners a  
 to obtain the intervention of H.E.  
 unfair treatment by the Municipal  
 Council and ensure that the profit  
 for the running of the Market and  
 Equitable for all parties concerned.  
 At the time the word "Town Clerk"  
 substituted for "Collector" the Town  
 Clerk was merely secretary of a  
 Committee which was subject  
 to direct orders of H.E. and was  
 faint only in the position of a  
 servant of H.E.  
 The formation of a Corporation has  
 quite altered the position in this  
 respect and I think in the circumstances  
 H.E. should be more or less in the position  
 of Protector of the British interests.  
 The regulations under which the

Rosslare Strand Station  
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 Manager - J. KELLY  
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Domestic Roof, Terrace and  
 Golf Links adjoining Hotel

BALL ROOM



Post & Telegram Office  
 situated in  
 1914

Rosslare 19  
 G. W. H. F. O.

Town Clerk has been running the market  
 so far in work unsatisfactory.  
 Presumably I think Mr. Ferguson  
 is rather hasty from the point of  
 view of personal interest in getting  
 all at once piece instead of a  
 reduction and - in view of the size &  
 position of the block reserved it would  
 certainly pay the Government to  
 take it over.  
 The disposal of the surplus ground  
 would go a long way towards paying  
 the outlay on purchase.

The whole trouble has arisen through  
Government not having granted  
leave 19 years ago but but  
leave cannot be held pending  
for that.

I have not been able to see Mr. [?]  
since I saw you so cannot  
clearly that he will agree to  
form of clause suggested but  
should be prepared to advise  
on these lines.

He is anxious to obtain his leave  
without further delay but I think  
that if the leave is granted on  
the terms of agreement with the  
Board it should be settled  
and approved by H.E. with a  
little delay as possible.

Please excuse my writing of  
this but I am so anxious  
the Government to get these  
outstanding matters fixed.

Yours sincerely,

L. K. Zee

384<sup>15</sup> / 23 1/2

31st July, 1923.

Dear Mr. Figgis,

A. M. Jeevanjee

I have your letter of yesterday about the  
arket lease - it will of course need consideration.

You do not refer to the Town Hall matter;  
I had hoped that I should have your views on the  
solution I <sup>suggested</sup> put forward tentatively. If you are  
prepared to advise Mr. Jeevanjee to agree I shall  
be glad to put it forward as a possible <sup>way out</sup> solution  
of the impasse, but of course you will understand  
that I spoke without authority and "without prejudice":

Yours ~~and~~ sincerely,

L. C. D. H. M. J.

Mr. A. M. Jeevanjee: Town Hall and Market Sites at Nairobi.

Following a departmental discussion with Mr. Lyall Grant, a meeting was held in Mr. Boston Ley's room on Thursday, July 26, to discuss the above two questions. There were present:

Mr. Boston Ley

Mr. Ehrhardt.

Mr. Lyall Grant (Attorney General, Kenya)

Mr. A. M. Jeevanjee

Mr. Riggs (Solicitor for Jeevanjee)

Mr. Seal (Hart Case)

The following are the main points, in each case, on which it appeared after discussion that a settlement might be based:

(i) Market Site

1. It is clear that, at the time when Mr. Jeevanjee should have had the lease of the plot, there was no question of control by the Municipality or by the Town Clerk.
2. Mr. Jeevanjee is now prepared



to sell to the Govt or to the Municipality the  
Market buildings, and to relinquish  
his claim to the plot (nine tenths of which  
is vacant), in return for a sum  
equal to the actual cost of constructing  
the building plus ~~some~~ simple interest  
at 10% <sup>or</sup> ~~of~~ the cost of construction.

(That is) the cost of construction at  
142,000 rupees, this amount,  
plus simple interest of 10% since 1902,  
is Rs 254,000 (or £43,400.)

(Alternatively, simultaneously  
with the preparation of a draft lease  
on the lines proposed by the Governor,  
a draft agreement between the  
Jevangie and the Municipality  
should be prepared, laying  
down definitely the arrangements  
to be adopted with regard to the

market. So far as they affect  
the Jevangie; i.e. rents, cost of upkeep etc. A  
copy of the agreement ~~should~~ <sup>should</sup> be prepared

to sell to the Govt. or to the Municipality the  
Market Building, and to relinquish  
his claim to the plot (nine tenths of which  
is vacant), in return for a sum  
equal to the actual cost of constructing  
the building plus ~~some~~ simple interest  
at 10% <sup>on</sup> the cost of construction.

(Taken) the cost of construction at  
₹ 140,000 rupees, this amount,  
at simple interest of 10% since 1902,  
is Rs 434,000, or £ 43,400.)

3. Alternatively, simultaneously  
with the preparation of a draft lease  
on the lines proposed by the Governor,  
a draft Agreement between Mr  
Jevanje and the Municipality  
should be prepared, laying  
down definitely the arrangements  
to be adopted with regard to the

market so far as they affect  
the Jevanje; i.e. rent, cost of upkeep etc. A  
copy of the agreement ~~to be~~ prepared

F. 98415/23 Kenya.

2nd



6 August 1923

Sir,

DRAFT.

ansal  
55374  
3522/15

Kenya.

Confidential

OAG.

MINUTE.

Mr. Seel 15/8/23

Mr. Parkinson

Mr.

Mr. Davis.

Sir G. Grindle.

Sir H. Read.

Sir J. Masterton Smith.

Mr. Ormsby-Gore.

Duke of Devonshire.

With reference to <sup>my file</sup> ~~your letter~~ of the 16<sup>th</sup> of August and ~~in view of the fact that~~ <sup>therein</sup> cover the residence of the Claimant of the A.P. Jeevanjee in respect of the ~~on the subject of the~~ <sup>same</sup>

Market Site at Nairobi,

I have etc to inform you

that the matter was

discussed with Mr. A. P.

Jeevanjee and Mr. E. H. Fissin,

his legal adviser, at a

meeting held at the C. O.

on ~~Thursday~~ the 26<sup>th</sup> A.W.

of July. Mr. J. all present was present at the meeting.

2. It was considered, the following

from Mr. Fissin. 30 July

Off also on 30.7.23 = 3522/15

summarize the conclusions  
arrived at in

after a somewhat lengthy  
~~set~~ discussion, that

it might be possible to  
arrange for the settlement  
of the question of the grant  
of a lease for the Market  
Site on the following lines:-

(a) It is clear that, at  
the time when <sup>Mr</sup> ~~Mr~~ Jeevanjee ~~was~~  
should have been granted  
a lease of the plot, there was  
no question of conflict by the  
Municipality or by the  
Town Clerk.

(b) Mr Jeevanjee is now  
prepared to sell the Market  
building to the Gov<sup>t</sup> or to the  
Municipality, and to relinquish  
his claim to the plot, nine  
tenths of which is undeveloped

to be at present vacant, in return for a sum equivalent to the actual cost of constructing the building plus simple interest at 10 per centum on the cost of construction.

~~(Part of the cost of~~

~~construction at 10~~

as an

(c) alternative to (b),

simultaneously with the preparation of <sup>the</sup> draft lease on the lines proposed by the Governor ~~whom~~ for the site, at present proceeding a draft agreement between ~~the~~ Jeevanjee and the Municipality should be prepared. Carrying down definitely the arrangements to be adopted with regard

the Planter on such terms  
 and conditions as may  
 be approved by the Governor.  
 I would add that if it is  
 possible to arrive at a settlement  
 on this basis, I trust that  
 the power vested in the Governor  
 will be exercised in all  
 cases with every possible  
 regard for the interests of  
 the Cessce.

~~5) Take this opportunity  
 to inform my tel of the  
 of August in reply to  
 your tel No 202 of the 14<sup>th</sup> of  
 July.~~

5. I have to request  
 that you will cause  
 Mr Higgins to be advised  
 that his letter of the  
 30<sup>th</sup> of July was

OAG 55421/1203

~~Sp here with  
 But if the Sp is no longer  
 required in that case,  
 this para shd be struck out.~~