

1923

KENYA

C O  
39134  
REC  
11 8 1923

FROM  
FIGGIS, E.M.

DATE  
3RD AUGUST 1923

FOR CIRCULATION:—

Mr.  
Mr.  
Mr.  
Asst. U.S. of S.

+ *Sir H. Read*  
14/8/23

Permt<sup>r</sup> U.S. of S.  
Part<sup>r</sup> U.S. of S.  
Secretary of State.

SUBJECT

MR A.M. JEEVANJEE

NAIROBI TOWN HALL SITE

Minute suggestions as to how to be  
afforded to Mr. Jeevanjee.

Previous Paper

*38415*

*r w u*

MINUTES

Sir H. Read,

I discussed with Sir R. Coryndon,  
before he left, Mr. Figgis' letters in  
this paper ~~and~~ on 38415. As the subjects  
are distinct, I have minuted the two papers  
separately.

A new complication in this matter  
of the Town Hall is that the building now  
used as the Court House is <sup>very bad</sup> utterly  
unsatisfactory for the purpose and the Chief  
Justice has strongly urged on the Governor  
that a new Court should be built somewhere  
else. This renders it difficult to  
assume that we can comply with Mr. Figgis'  
stipulation that the entire Court and  
buildings

Subsequent Paper

*39978*

*Copy of copy sent com 16 Aug 23*

MINUTES.

MINUTES NOT TO BE WRITTEN  
ON THIS SIDE.

buildings must be used for purely Government purposes and not sub-let; and Mr. Figgis' letter also brings out the difficulty that Mr. Jeevanjee insists on dealing with the Government and will not recognise the Municipality. I think, however, that the only course at the moment (and Sir R. Coryndon agrees) is to send out a despatch embodying Mr. Seel's record of the discussion on this point (attached) with a copy of Mr. Figgis' letter, to emphasise the fact that, as it has been established that Mr. Jeevanjee has no legal remedy, it is essential for the Government to take all possible steps to arrive at an equitable conclusion of the matter.

Mr. Figgis to be informed

that it is ~~very~~ necessary to consult the Government, but that we hope there will be no undue delay.

*Wes.*  
11.8.23  
←  
at once.  
A. J. O.  
14/8/23

*official*

*X* Mr Figgis has  
written. This  
is proposed by  
by Jeevanjee  
of Mr. Jeevan  
Seel

Rosslare Strand Station  
Telephone: ROSSLARE'S NO. 1.  
Magazine: KELLY'S ROSSLARE  
ROSRLARE STRAND HOTEL  
Proprietor: W.J. KELLY

Postmaster: Royal Terrace and  
Self Links adjoining Hotel

432

C. O.  
39134  
AUG 23



THE ROSSLARE STRAND HOTEL

Post & Telegram Office  
situated in  
HOTEL

Rosslare, 3 August 1923.

G. WELFORD

Dear Mr. Bottonby

Atte Teevanijee

30

I am obliged to you of the 31<sup>st</sup>  
ult.

I regret I did not mention the  
Town Hall question as I imagined  
that I made my views as to  
your suggestion fairly clear.

I am certainly in favour of an  
offer being made of a lease to  
the Corporation - the to give a lease

to the Government for the full  
period of the lease at a rent  
as has originally been laid. I would  
suggest the offer being made on  
basis of 15 Rs. 50 Cts & 1/2.

I fancy if the offer is made with  
stipulation that the entire plot  
& buildings must be used for  
publicly government purposes and  
not rented, it will be accepted.  
I have strongly advised Mr. J. P.  
to communicate the offer in  
to settle the matter.

He appears to be quite prepared  
to hand the plot to Government but  
afraid of the possible ~~consequences~~  
involvement of mortgaging the plot.  
As far I can see the plot is best  
to continue to be used for the  
purpose and the share in ~~it~~  
must be kept clear.

I hope these matters can be fixed  
as I am tired of them  
Yours sincerely, E. K. R.

A. M. JEVANJEE: TOWN HALL & MARKET SITES,  
NAIROBI.

~~Mr Ehrhardt~~

I attach a brief statement of the  
main heads on which it appeared that  
a settlement of the tax questions of the  
Nairobi Town Hall and Market sites  
might be based. Would you please check  
it, correct it, if necessary, and pass it to  
Mr Bottomley, who, I understand, wishes to  
discuss it with Sir R Congdon before  
further action is taken?

Mr Bottomley

Ed 26/7/23

I think this summarizes the position  
correctly.

A.S.

27/7/23.

M. Jeevanjee; i.e. rents, cost of upkeeps, etc.

A copy of this agreement would presumably be appended to the lease.

(The franchise was not a bonded site valued at Rs 3800/-)

(2) Town Hall

1. M. Jeevanjee to be granted a lease of the site, at a nominal rent, for the residue of the original term of 50 years for which he was to have had a lease.

2. M. Jeevanjee to ~~be~~ grant a lease for a similar term to the Municipality at <sup>the original</sup> rent of Rs 1200 per annum.

3. This rent to be paid retrospectively, ~~with interest~~ ~~from~~ ~~1915~~ and on from 1915, the date when the offer of purchase of the site was rejected by M<sup>r</sup>. Jeevanjee, but with interest to

be paid in respect of payments  
for the years 1913 to the present year.

F. 39134/23 Kenya

Amel

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35836/23  
Sin

16 August 1923



**DRAFT.**

Kenya

Confidential  
O.A.C.

with ref<sup>o</sup> to your ltr. <sup>No 204</sup> of the  
17<sup>th</sup> July, & to previous corres<sup>o</sup>.  
regarding the claim of Mr A D  
Jeervanji in respect of the  
Town Hall site at Nairobi,  
I have etc to inform

**MINUTE.**

- Mr. Seel <sup>15/8/23</sup>
- Mr. Parkin 
- Mr. 
- Mr. Davis.
- Sir G. Grindle.
- Sir H. Read.
- Sir J. Masterton Smith.
- Mr. Ormsby-Gore.
- Duke of Devonshire.

You that the question was  
discussed with Mr A D Jeervanji  
and his legal adviser, Mr  
E. K. Figgis, at a meeting  
held at the C. O. on the 26<sup>th</sup>  
<sup>R.W.</sup>  
of July, at which Mr Lyall  
Grant was also present.

W. C. Figgis 3/21/23  
from W. C. Figgis 3/21/23  
39134/23

2. It appeared after  
discussion that it might  
be possible to effect a  
settlement of this question



on the following lines:-

(a) The Jeevanjee to be granted a lease of the site, at a nominal rent, for the residue of the original term of 50 years for which he was to have had a lease.

(b) The Jeevanjee to grant a lease for a similar term to the Municipality at the original rent of Rs. 1200 per annum.

(c) This rent to be paid retrospectively as from 1913, the <sup>date</sup> ~~year~~ when the offer of purchase of the site was rejected by ~~the~~ W. Jeevanjee, but no interest to be ~~charged~~ <sup>paid</sup> in respect of

on the following lines:-

(a) The Jeevanjee to be granted a lease of the site, at a nominal rent, for the residue of the original term of 50 years for which he was to have had a lease.

(b) The Jeevanjee to grant a lease for a similar term to the Municipality at the original rent of Rs. 1200 per annum.

(c) This rent to be paid retrospectively from 1913, the ~~year~~<sup>date</sup> when the offer of purchase of the site was rejected by ~~the~~ W. Jeevanjee, but no interest to be ~~charged~~<sup>paid</sup> in respect of

The rent ~~was~~ <sup>now</sup> paid  
~~payments~~ for the years 1913  
 to ~~the present year~~ <sup>1923</sup> inclusive.

3. I enclose for

Your information a copy  
 of a letter <sup>on this subject</sup> addressed to

~~Mr. W. C. B. Attorney, etc., etc.,~~  
 received from  
~~of the E. Africa Dept. by Mr. Fission~~  
 after the meeting referred to above.

4. I would emphasize

the fact that, as it has  
 been established that

the fee vanjee has no legal  
 remedy open to him, it

is essential for the Govt. to

take all possible steps

to arrive at an equitable

conclusion of the matter.

I shall therefore be glad

to be informed at an early

date whether it has been

found possible to proceed

(in