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EAST AFR. PROT
40278

40273
REP. NO. 22 NOV. 13

Field 819
1918
23 Oct.
Last previous Paper.

Order to 1913
Public Health.

Submit. States cases in which order has been passed, & explains that order is to be regarded purely as an interim measure pending enactment of a general Public Health Order.

Mr. Fiddian

H. J. R.

24/11/13

Mr. Read I think we had better get this done, with encls 2 & 3 I subencd. into spirit, with a view to its being laid before the IAMS (the new body) being laid before the IAMS (the next meeting on the 16th Dec. when the next meeting will probably be held. There are enough copies of the Order to go round the professional members, but a further supply should be asked for. The printing should be done as soon as possible - members should have plenty of time to consider the Order - & if returned to me.

at once H. J. R. 26/11/13

For 20-15.2 23 Feb 13

490
12/11/13
1918

Mr. Fiddian

Extract from minutes of 62nd meeting of the
TAMES Committee, 3 Feb 1914:-

Professor Simpson explained that the cause of this
Ordinance was the excessive speculation in land which
had been going on, especially near Nairobi. Owners of
land were subdividing ~~land~~ lots, and calling the
subdivisions townships; in fact by laying out these
townships without any attempt at planning, or providing
drains etc., they were creating insanitary suburbs, and
thus intensifying the already insanitary condition of
Nairobi. They were unwilling to do anything themselves
to lay out the property properly, but expected the
Government to do everything. The Committee approved the
Ordinance generally.

RJF 7/2/14

Mr. Butt
Mr. Ferguson

Mr. G. Fisher

Mr. Hood

Sanction Order C.F.

WCS

10/2/14

MF 9/2/14

CS

17/2/14

H.S.H.

17/2/14

S.R.

I am not sure that Sec 4 is
strong enough, but all proposed
at least 14-2-14
at least 14-2-14

40278

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C
40273

GOVERNMENT HOUSE,
Nairobi, Mombasa, 22 NOV 13
BRITISH EAST AFRICA.

EAST AFRICA PROTECTORATE

October 23rd 1913.



No. 819

Sir,

I have the honour to transmit herewith two authenticated and ten printed copies of "The Public Health Ordinance 1913" as passed by the Legislative Council on the 29th of September last, together with a Memorandum by the Honourable Attorney General.

~~Ordinance~~
~~Memorandum~~
~~P. M. O.~~
~~May 6th~~

2. The circumstances which led to the enactment of this legislation are as follows:- There is, on the immediate outskirts of the municipal boundaries of Nairobi, an area, known as the Egerton Estate, held by a Company on freehold tenure. The whole of this area comprising some 1740 acres, or subdivisions thereof, could be transferred by the owners to persons of any nationality without the consent of the Government.

In February last, a notice appeared in the local press dealing with a sale of plots on the Estate which in the meantime had not been developed in any respect with regard to hygienic or sanitary measures. The Principal Medical Officer thereupon addressed the Government on the subject, pointing out the grave menace to the public health which would arise from the presence of a large Oriental community thickly populating an area devoid of even the elements

of

THE RIGHT HONOURABLE
LEWIS HARCOURT, F. C. S. P.
SECRETARY OF STATE FOR THE COLONIES,

* Not reported

(2)

of sanitation, and urging the immediate promulgation of legislation to deal with the matter.

3. A letter was accordingly addressed to the Company, informing them of the contemplated legislation and enquiring whether they were willing to discuss the details of the scheme with representatives of the Government. On receipt of a reply in the affirmative instructions were issued to Dr.W.J.Radford, now Chief Sanitary Officer, and Dr.P.H.Ross, Bacteriologist, to confer with the Company and to submit a report. This report, together with the comments of the Acting Principal Medical Officer, is enclosed herewith.

4. Subsequently a communication was received from the Company outlining the measures which were generally acknowledged by the Directors to be deserving of attention in the interests, not only of the lessees, but of the community at large and stating that they were willing to enter into negotiations provided that the Government would bind itself not to establish an Asiatic location in Nairobi for a reasonable period. A concession of such a nature could not of course be entertained under any circumstances, especially in view of the fact that the whole question of the delimitation of separate areas for Asiatic and African locations is at present the subject of deliberation by the Sanitary Commission. On receipt of a reply to this effect the Company declined to take any further steps on the lines previously indicated by them.

5. The whole question was then discussed by Mr.Bowring as Acting Governor with the Attorney General

General, the Principal Medical Officer and the Chief Sanitation Officer with the result that it was decided to introduce the necessary legislation at the forthcoming meeting of the Legislative Council and the Company were informed accordingly.

6. In Council the Bill was, after the first reading, referred to a Special Committee consisting of the Attorney General, the General Manager of the Uganda Railway, the Director of Agriculture, the Land Officer and Mr. J.H. Wilson, and the Company, together with other of the more important commercial firms in Nairobi, were invited to attend and express their views. The Committee recommended a number of amendments which were eventually adopted and the Bill passed.

7. The Ordinance is of course to be regarded purely as an interim measure pending the enactment of the General Public Health Ordinance for the Protectorate but under the circumstances it was essential to take steps whereby the Government could exercise such control over freehold land situated outside a township as might be necessary in the interests of the public health. Without such legislation, any owner of a freehold area within a certain radius might, if he were so disposed, create a state of things which would constitute a serious menace to the health of the community and impossible to remedy except at considerable expense.

8. I have assented to the Ordinance in the name of His Majesty.

I have the honour to be,
 Sir,
 Your humble, obedient servant,

A. Lawson Bejised

GOVERNOR

3. It is not proposed that a land owner should be prohibited from converting his freehold farm lands into a building estate should he wish to do so, but it is desired that a land owner who lays out his land as a building estate and lets or sells building sites shall be under an obligation to develop his estate in such a manner and to make such provision as may be necessary to ensure that the estate shall not become a menace to health of the Community.

4. If the provisions of this Ordinance are incorporated in the general Health Ordinance to be enacted, they will doubtless require considerable elaboration, but pending the enactment of such Ordinance this Ordinance is, in my opinion, a necessary and proper measure for immediate enactment.

NAIROBI,
October, 1913.


ATTORNEY GENERAL.

INCLOSURE 10.2

In Despatch No. 579 of 23.10.1913

Encl. 2 in No.

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R E P O R T. on the

THE PUBLIC HEALTH ORDINANCE, 1913.

1. Under the law as it stands to day the Government cannot exercise any control over the laying out of freehold land situate outside a Township as a building estate. In the circumstances of this Protectorate it is obviously right that the Government should be empowered to exercise such control in such matters as may be required in the interest of the public health, and I presume that provision to that end will be made in the general Public Health Ordinance which I understand Professor Simpson is drafting.

2. As it may be some months before the general Public Health Ordinance can become law, and as it is imperative that the Government should be immediately empowered to deal with a proposal to place a large oriental population within a restricted area devoid of roads, drainage and a water supply, in the neighbourhood of Nairobi, and to thereby create a state of things which must constitute a serious menace to the health of the Community which could not be remedied except at a very considerable cost to the Community, this Ordinance has been passed as an interim measure pending the drafting, consideration and enactment of the larger Ordinance.

THE PUBLIC HEALTH ORDINANCE, 1913.

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SECTION.	EXPLANATION.
<p>tion 1. Short Title. Application.</p>	<p>The control given by the Ordinance is required at present only in the case of land situate near to urban lands or to land which is likely to become urban land. As to whether the provisions of the Ordinance with or without modifications should be extended to all lands must be considered in connection with the general Ordinance to be enacted.</p> <p>The Board has been so constituted as to ensure that no meeting of the Board shall be held except either the Principal Medical Officer or the Chief Sanitary Officer in present.</p>
<p>tion 3. Division to divisions, etc. any lands building poses.</p>	<p>1. This Ordinance does not apply to a division of land situate within a Township as the division of such land can be regulated by rules under the Township Ordinance 1903.</p> <p>2. It is considered that the purpose of this interim legislation will be attained if the Ordinance applies to any division and letting or selling of a plot of less than three acres.</p> <p>3. In the event of land which has been laid out as a building estate under this Ordinance being included in a Township, the</p>

109.

Section 4.
 members of Board
 require
 owner of land
 furnish
 security for
 construction
 and, etc.,
 necessary in
 the interest
 of the public
 health.

Section 5.
 penalties
 under this
 ordinance
 are
 recoverable.

Section 6.
 terms
 defined.

EXPLANATION.

plans and proposals approved by the Board could be enforced under the Township Ordinance.

By this Section the Board is empowered to require the person who is developing his land as a building estate to construct such works as the Board may consider to be essential in the interest of the public health.

Assuming a proposal to place a large oriental population within a restricted area, it would seem but right that the person who intends to put his land to such a purpose should be personally responsible to the Community for the construction of such works as may be necessary to prevent the area from becoming an insanitary area, and approval of his plans and proposal should be conditional on his accepting such responsibility.

89 of 23 rd 1913

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Encl. 3 in No

P. M. O's OFFICE,

Nairobi,

May 6th 1913.

No. 40/480/5

Sir,

With reference to the correspondence dealing with the question of the Nairobi East Township Company ending with my No. 40/480/4, dated 22nd March 1913, I have the honour to now enclose for your information a copy of a letter and enclosures, dated the 24th April 1913, addressed to this office by Drs. Radford and Ross wherein is set forth the results of their interview with the legal representatives of the Company contained.

~~Drs. Radford & Ross~~
 April 24th

2. Drs. Radford and Ross place on record that they are unable to accord any approval to the suggested scheme and express the opinion that the placing of a large Oriental community within a restricted area, without sanitary precautions of any kind and within a space devoid of roads, drainage, sewage, water supply, means of conservancy and even common decency, appear to them to be a means of courting epidemic disease, and that any area developed on such lines cannot but in time become a danger to the community at large.

3. It is interesting to note that it is proposed to derive the water supply for a location which is intended for the reception of 30,000 persons from what is practically a sewer, that no specification seems to ordain or control the construction of house drains

THE HON. CHIEF SECRETARY,
 NAIROBI.

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drains, that no propositions are made regarding conservancy or refuse or nightsoil disposal and that, apparently, one person is to act as Town Clerk and Sanitary Inspector for the entire population.

4. In view of the facts set forth I entirely agree with the expression of opinion recorded by Drs. Radford and Rose in paragraph 5 of their letter and recommend that steps be taken to prevent the formation of the Nairobi East Township on the proposed lines.

I have &c.,

~~Sd/-~~ J. A. HARAN

AG. PRINCIPAL MEDICAL OFFICER.

April 24th, 1913.

Sir,

We have the honour to inform you that we have this day interviewed Messrs. Stevens and Kendall, Solicitors to the Nairobi East Estates, regarding the general scheme proposed by the Company for the development of its property intended as a residential area for Indians and coloured races.

Mr. Lorentz, one of the directors was present at the interview and we understand that Mr. Stevens is also a director.

2. These gentlemen supplied us with (a) a copy of the map of the proposed subdivision of the area

N.B. Only one third of the area for settlement is shown on this map.

(b) a copy of the conditions of sale (attached)

(c) a copy of the lease as existing at present (attached).

3. We desire to record our thanks to these gentlemen mentioned for the courtesy and general assistance in supplying us with such information as they were possessed of.

4. Their answers to our specific questions were transcribed at the time and in their presence, and contain substantially the present intentions of the Company in the direction of the development of its property. This policy is shown in the categorical statements attached (4).

5. We desire to place on record that we are unable to accord any approval to the suggested scheme; the placing of a large oriental community within a restricted area,

without-

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without sanitary precautions of any kind, and within a space devoid of roads, drainage, sewage, water supply, means of conservancy and even common decency appears to us to be a means of courting epidemic disease, and any area developed on such lines cannot but in time become a danger to the community at large.

6. The suggestion that the Government should assume responsibility for drainage, construction of roads, laying on of water and other works beneficial to the Estate on 10% basis of the total rental, appears to us to be a scheme that places the Company in a very advantageous position as by this concession it will obtain the essential development of its property at practically little expense at the outside, even supposing every plot of the 3000 to be let, at a recurrent expense to itself of about £720 p.a.

7. At present 200 plots have been disposed of on condition that they are built on within 18 months; the revenue from these will amount in all to Rs.720. p.a. for the purpose of roads, drains and "for any other purpose beneficial to the Estate".

8. It will also be observed that the proposition for the Conservancy of the area is that the Municipality should undertake it, providing the necessary plant for the removal of night soil and refuse at a charge of Rs.3 per plot per month. Although this might be even profitable when the whole area is inhabited, when only a few plots are occupied there would evidently be a loss on running expenses, let alone initial cost of plant. Even were the 200 plots occupied on which it is intended to compel occupation within 18 months, the revenue (£480 p.a.) would hardly compensate for the service, especially as there would be no made roads to facilitate passage of the carts.

What-

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What opinion the Nairobi Municipal Committee entertain regarding this proposal we are not in a position to state

9. Also, we cannot admit that the building regulations as at present in operation in Nairobi are in all essentials suitable for adoption in an area to be inhabited by Asiatics, and in fact afford no safe-guard to the Community in the prevention of epidemic disease.

10. Finally, we would impress on you that, though the expressed intention is the adoption of the Sanitary and general rules as coded in the existing Township Regulations, there is no intention on the part of the proprietors of the Estate or their legal representatives to include the property within the schedule of Townships in this country. Therefore in every case of infringement of the conditions as laid down in the Conditions of sale, or even to enforce common decency the proprietors must necessarily take action in the Courts.

etc
We have the honour to be,

Sir,

Your obedient servants,

sd/- William J. Radford.

Ag. Deputy P. M. O.

sd/- Philip H. Ross.

Bacteriologist.

Notes taken at a meeting between Messrs. Stevens and Kendall, Solicitors, Mr. Lorentz, director Nairobi East Estates Dr. Radford and Dr. Ross on the subject of the Nairobi East Estates (not including Egerton townships)

The meeting was held at the offices of Messrs. Stevens and Kendall on the afternoon of Thursday April 24th.

Area	1066 - 1080 acres.
Distance from Nairobi.	1½ miles from Nairobi township. to nearest point on estate.
Access from Nairobi.	Race course Rd., then along side of racecourse by old Juja track, and about 430 yards through Egerton estate.
Drainage.	No scheme at present as "the time has not arrived for it"; but provision has been made that 10% of rental (i.e., Rs. 3.60 per plot p.a.) shall be set aside for improvements of this nature.
Sewers.	None.
Roads.	200 ft. avenue between Nairobi East and Egerton estate and 50 ft. cross roads between blocks of plots. All blocks are surrounded by 50 ft. roads. No roads are made nor are adequate funds provided for road making.
Water supply.	From Nairobi river and water tanks if such are provided by tenants.
Population.	About 30,000.
Races.	Asiatics; estate divided into Hindoo, Khoja, Coan and Punjabi areas. Not more than 10 persons to reside on any given plot.

(2).

- Size of plots.** $\frac{1}{2}$ acre each, 100 ft. frontage; most will be about 80-100 ft, by 100 ft. Probably 3000 such plots.
- Arrangement of plots.** Back to back; all front on 50 ft. cross roads; arranged in blocks of 12 - 16.
No plot can be subdivided.
- Drainage of plots.** It is intended that any regulations governing this matter at present appearing in the Nairobi township regulations shall apply, and that this reservation shall be embodied in the terms of the lease and conditions of sale.
- Type of house.** Any type but of the value of £ 50.
No trade nor nuisance to be permitted.
Note. 200 plots already sold with the condition to be fulfilled within 18 months. Nairobi Municipal regulations to apply.
- Ventilation and Courtyard.**
- Drains of house.** No specification.
- Conservancy** No proposition.
- Disposal of night soil.** No proposition.
- Disposal of refuse.** No proposition.

Note:- The company is prepared to give ground to Government for the purposes of cemetery, depositing site, night soil trenches.

Also:- that Government should undertake conservancy at a rate of Rs. 3 per bucket per plot per month.

Soil	Black cotton (deep) and morrum.
Police.	Company prepared to give reasonable area for Police station and police requirements.
Supervision.	Estate office with paid official to exercise control, act as Town Clerk and Sanitary Inspector.
Area.	Total area to be absolutely restricted.
Lighting.	Scheme under negotiation.
Building laws.	Nairobi Building regulations to apply.
Leases.	Subdivision disallowed. secondary sale includes original conditions of sale. Terms of lease subject to revision <u>in favour of plot holders.</u>
Note.	We are authorised to state that 10 % of the rental shall be offered to Government for the purposes of improvement, including, drainage, road making, or any other purpose beneficial to the estate.

PARTICULARS OF SALE.

- of -

ALL those lots of leasehold land situate in the Nairobi East Township near the Egerton Township and near the Town of Nairobi the property of the Nairobi East Township Company Limited, as the same are more particularly delineated and described on the plan to be produced at time of sale and thereon numbered from 1 to inclusive.

CONDITIONS OF SALE.

1. The highest bidder for each lot shall be the purchaser and if any dispute arise as to any bidding the property shall be put again at the last undisputed bid. There will be a reserve price for each lot. The amount of each bidding shall be regulated by the auctioneer and no bidding shall be retracted.
2. The auctioneer reserves the right to withdraw any lot or lots from sale.
3. The auctioneer reserves the right to refuse any bid without assigning a reason therefore.
4. The lots shall be leasehold and the leases shall be for a period of 99 years from the date of sale, and the lots shall be sold subject to a ground rent of Rs. 30/- per lot, per annum, payable in advance on the day of in each year.
5. On the sale of each lot the purchaser shall pay to the auctioneer a deposit of one of the purchase price of each lot bought by him and shall unless he avails himself of the option given by the 7th condition forthwith sign agreement for sale in the form annexed hereto.
6. Each purchaser, unless he avails himself of the option given by the next condition of paying by instalments, shall pay-

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pay the balance of his purchase money at the office of Messrs. Newland, Fariton & Co. Ltd., Nairobi, or such other place in Nairobi as the vendors may notify in writing. If from any cause whatever other than the wilful default of the Vendors the purchase of any lot shall not be completed on or before the 1st day of April 1913, the purchaser shall pay to the Vendors interest on the balance of the purchase money at the rate of 10% per annum from that day until the completion of the purchase (and shall not be entitled to any compensation for the Vendors delay or otherwise) but this stipulation is without prejudice to the Vendors rights under any other of these conditions Upon payment of the balance of the purchase money and interest (if any) as aforesaid or upon signing the agreement for payment by instalments as provided by the next condition (as the case may be) the purchaser shall be entitled to possession of the lot purchased and to the rents and profits as from the said 1st day of April 1913. The Vendors shall have the right and option to cancel the sale of any lot if the balance of the purchase price and interest thereon shall remain unpaid for two months after due date and to resume and at pleasure to re-sell the said lot or lots and all payments made by the purchaser shall be absolutely forfeited.

7. Each purchaser shall have the option of paying the balance of his purchase money by equal quarterly instalments of 10 p.c. extending over a period of 2 years from the day of sale with interest at the rate of 6 p.c. per annum on the amount for the time being remaining unpaid; provided he shall within seven days from the day of sale execute and deliver to the Vendors the subjoined agreement in that behalf duly signed by him with the conditions annexed but the purchaser shall have the option at any time of paying off the balance remaining due of his purchase money-

(3).

money with interest to the day of payment without any previous notice of his intention so to do.

8. Upon payment of the balance of his purchase money (whether in a lump sum or by instalments) with interest (if any) each purchaser shall be entitled to a proper assurance of the lot or lots purchased by him from the Vendors and all other necessary parties (if any) such assurance to be prepared made and done by the Vendor's Solicitors and at the expense of the Vendors.

9. If any purchaser shall make default in payment of the balance of the purchase money or any instalment thereof, as provided by these conditions or the agreement to be signed by him under the seventh condition (as the case may be) and shall not in all other respects perform these conditions and such agreement (if any) the Vendors shall be at liberty without being obliged to tender a lease to resell the lot or lots sold to him and the deficiency (if any) arising on such resale and all expenses attending the same or any attempted resale shall be made good and paid by the purchaser at the present sale as liquidated damages, and any increase of price on such resale shall belong to the Vendors and all payments made by the purchaser shall be absolutely forfeited.

This Clause shall be without prejudice to any other remedy of the Vendors.

10. As the muniments of title relate also to other property not included in the sale they will be retained by the Vendors who will if required give to the purchaser an acknowledgement of the right to production and delivery of copies and undertaking for safe custody but the purchaser must bear the expenses in connection with such production and delivery of copies.

(4).

11. Only Europeans Asiatics and coloured persons shall be allowed to purchase the said plots and no purchaser shall assign lease or otherwise make over any of the said plots of land or any building erected thereon to any white person.
12. The sale plan is only intended to show the position of the lots and roads and is not to be taken as being accurate as to dimensions.
13. Each lot is sold subject to the rents covenants and conditions of the copy lease annexed to these conditions.
14. The purchaser of any plot shall not be called upon to pay survey fees conveyancing fees stamp and registration fees or other fees on any plot purchased by him provided that the Vendor's Solicitors shall pass all transfers.
15. All buildings erected on the said plots shall be of the value of at least £50 and shall conform with the building regulations of the Nairobi Municipal Committee or other Municipal or public authority shall be observed by purchasers of the said plots.
16. No assignment of any lease shall be made or recognised unless such be done in writing and no such assignment shall be effected without a previous written consent thereto had and obtained from the Vendors; such consent shall be notified by an endorsement on the part of the Vendors on the lease subject to Clause 11 of these conditions. Such consent shall not be withheld provided that all rents or other sums which may be due and payable to the Vendors have been duly paid.
17. No shops shall be built and no trade shall be carried on any of the said residential plots, but only in the business area reserved on the Sale Plan.
18. The Vendors will for the first ten years set aside

ten per cent. of the moneys received each year for rent and will use this amount for the purpose of making roads and drains or for any other purpose which may be beneficial to the Estate.

19. On the sale of each plot the purchaser shall forthwith sign these conditions of sale at the foot here of opposite the number of the lot purchased by him and such signature shall be conclusive evidence that the terms of these conditions are understood and agreed to by him.

SCHEDULE.

Lot.	Purchaser.	Address.

THIS INDENTURE made the day of one
thousand nine hundred and BETWEEN THE NAIROBI
EAST TOWNSHIP COMPANY, LIMITED, whose registered office
is situate at Nairobi (hereinafter called the COMPANY)
of the one part AND of (hereinafter call-
called the LESSEE which expression shall include his
heirs, executors, administrators and assigns) of the
other part WHEREAS the COMPANY being seized in fee sim-
ple in possession of the plot of land hereinafter des-
cribed has agreed to grant a lease thereof to the LESSEE
for the term and in manner hereinafter mentioned NOW
THIS INDENTURE WITNESSETH that in consideration of the
rent and covenants hereinafter reserved and contained
and on the part of the LESSEE to be paid performed and
observed the COMPANY doth hereby demise unto the LESSEE
ALL THAT plot of land measuring or thereabouts
and situate on an estate on the outskirts of Nairobi
known as the Nairobi East Township which with the di-
mensions and boundaries thereof is delineated and shown
and numbered on a general plan of the said Town-
ship to be deposited at the registered office of the
COMPANY and to be registered at the Registry of Documents
Nairobi, TO HOLD the premises hereby demised unto the
LESSEE from the day of 191 for the term of ninety
nine years paying therefore monthly during the said term
hereby granted the rent quarterly of Rs. 3 per month to
be in advance without any deduction the first propor-
tionate payment to be made on the execution of these pre-
sents and the subsequent payments to be made in advance
on the first day April, July, October, and January in
each

each year at the registered office of the COMPANY AND the LESSEE doth hereby for himself his heirs, executors administrators and assigns covenant with the COMPANY in manner following that is to say THAT the LESSEE will during the continuance of the term hereby granted pay unto the COMPANY the said monthly rent hereinbefore reserved and made payable without any deduction AND also will from time to time and at all times during the said term pay and discharge all rates, taxes, charges, assessments and outgoings whatsoever whether imposed by Government or any Municipal or other local body which are now or may at any time hereafter be assessed charged or imposed upon the said demised premises or the owner or occupier in respect thereof AND ALSO will not assign transfer underlet or part with the possession of the premises or any part thereof to any white person or to any person other than an Eurasian or Asiatic AND ALSO will not assign transfer underlet or part with the possession of the premises or any part thereof (otherwise than by will) without the previous consent in writing of the COMPANY first had and obtained and such consent shall be endorsed by the COMPANY on this lease provided always that such consent shall not be withheld so long as all sums of money due from the LESSEE to the COMPANY for rent or otherwise have been paid and that no fee or charge shall be required for the giving of such consent and also will not use the said lot or any building erected thereon or permit the same to be used for the purposes of any trade manufacture or business of any description AND ALSO will not allow other persons than the LESSEE his family and domestic servants and persons bona fide employed for the purposes of his business to reside on any plot purchased by him and in any event that not more than ten adult persons shall reside on such plot

AND ALSO will not erect any building on the plot hereby demised which does not comply with and conform to any building regulations which may be in force within the Municipality of Nairobi and any such building shall be of the value of at least £50 AND ALSO will not subdivide the plot hereby demised PROVIDED ALWAYS that if the rent hereby reserved or any part thereof shall be in arrear for three months after the same shall become due or in the event of the breach of any of the covenants or agreements on the part of the Lessee herein contained the COMPANY may on giving seven days notice in writing to the LESSEE of their intention so to do re-enter upon the said demised premises and hold and enjoy the same thenceforth as if these presents had not been made without prejudice to any right of action or remedy of the COMPANY in respect of any antecedent breach of any of the covenants by the LESSEE hereinbefore contained AND ALSO will not do or suffer to be done in or upon the said premises or any part thereof any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the LESSOR or his tenants or the occupiers of any of the adjoining houses or the neighbourhood. AND ALSO will within 18 months of the date hereof erect on the plot hereby demised a building which shall be of the value of at least rupees seven hundred and fifty (Rs.750) PROVIDED ALWAYS that in the event of more than one plot being granted to the LESSEE he shall within nine months of the date hereof erect on the said plots or one of them at least one building which shall be of the value of at least Rupees seven hundred and fifty Rs.750 AND ALSO will not carry on or permit upon the said premises or any part thereof any offensive noisy or dangerous trade business manufacture or occupation or any nuisance

nor use of the same nor allow the same to be used for any illegal or immoral purpose. PROVIDED ALWAYS that if the LESSEE shall erect a building on the plot hereby demised of the value of Rupees seven hundred and fifty Rs. 750 or over the power of re-entry above mentioned shall not be exercised until the rent shall be in arrear for six months after the same shall become due PROVIDED ALWAYS and it is hereby agreed that every notice hereby required or authorised to be given by the COMPANY to the LESSEE may be given to or served on the LESSEE by sending the same to him by post to the Post Office, Nairobi.

PROVIDED ALWAYS that it shall be lawful for the COMPANY at any ^{time} during the currency of this lease to form railways or tramways on the said estate and for this purpose to use any street or road PROVIDED ALWAYS that it shall be lawful for the COMPANY or any person or persons authorised by the COMPANY in that behalf at any time during the currency of this lease to enter upon the said demised premises for the purpose of erecting electric telegraph or telephone wires or wires for the conveyance of electric light or power over and above any portion of the said plot and to affix such wires to any buildings erected on the said plot and to enter thereon for the purpose of repairing and maintaining such such wires aforesaid.

PROVIDED ALWAYS that it shall be lawful for the COMPANY or any person or persons by them authorised in that behalf at any time to enter upon the said demised premises for the purpose of constructing laying down cleansing and maintaining any sewers, drains, waterpipes, wires or gaspipes in connection with or for the accommodation of any adjoining property restoring the surface of the soil and every thing erected thereon without unreasonable delay but without making compensation for any temporary

MEMORANDUM OF CONTRACT ABOVE REFERRED TO.

It is hereby agreed by and between Messrs. NEWLAND,
 TARTLTON & COY., LTD., Agents of the Nairobi East Town-
 ship Coy., Ltd., the Lessors and

of

that at the sale by Auction
 this day of the property described in these particulars
 the said

was the
 highest bidder for and has become the purchaser of lot No
 described in these particulars for the sum
 of Rs. and that these particulars and con-
 ditions shall be taken as the terms of the agreement for the
 said sale and purchase.

AS WITNESS our hands this day of

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Purchaser to sign here.

Witness:

Name.

Address.

Occupation.

temporary damage or inconvenience to the LESSOR.

IN WITNESS WHEREOF the parties hereto have here-
unto set their hands and seals the day and year first
above written.

The Common seal of the COMPANY
was affixed in the presence of :-

Directors.

Secretary.

Signed sealed and delivered by the
LESSEE in the presence of:-

Gov. CAP 255
40278
13

Sent 2-15 pm
CED

dayschool
6 Dec 1913

DRAFT Telegram
Nairobi

order + 80
13/12/13

unghastly
Jawder of 23 Oct No 819

- MINUTE.
- Mr. Jewell 5/12/13
 - Mr. Fiddler 5/6
 - Mr. G. P. ...
 - Sr. H. Just.
 - Sr. J. Anderson.
 - Lord Emmott.
 - Mr. Harcourt.

creontis
spare copies of Ordinance

range stove
not received yet; urgently required
send twenty four

Harcourt

for Carson
No copies can be found -
Library, Registrar, etc. etc.
It is therefore assumed that
copies not come.

referred I could not have gathered from anything
def. that the copies had actually not
occurred