

EAST AFR. PROT.
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MR A. M. JEEVANJEE 'S CLAIMS

Trs letter from the Acting Commissioner of Lands dealing in detail with the claims. Submits observns. Mr Jeevanjee is now in England and may call at C.O. with reference to the matter. Suggests Mr J. Ainsworth should be consulted if necessary.

Mr Fiddes.

Wait until we hear from Mr Jeevanjee - + in the meantime, send the papers to Mr Cox house, as the matter seems to be mainly a legal one & he will no doubt play a leading part in the settlement of it.

*Mr Fiddes
to Mr Cox house
18/7/10
+ 18/7/10*
J. S. R
21/7/10
Home Pt. 22

Mr Read

Am I to presume from your remarks that I am to have no assistance from the Dept? These papers show that different questions as to Mr Jeevanjee's title to certain plots of land are raised. Will not

Recd 29. 24 Jan 11

in the first instance to ^{have} know in
each case the title such as it is
said to be set out & a copy of the
document if any - on Wh. it is
based & a means as to the history
got. Further Col. Montgomery is in
this country & a report from him
would be valuable.

HBR
25/7

I have spoken to Mr. Cox, & he agrees that
he can wait.

at once.

H. J. R.

25/11/10

Reply that it is understood that
Mr. Jeavonjee has now returned to
the Port, that he did not approve
the C.O. in the subject who he was
in the country & that the matter
will ^{now} be dealt with in the

Prot^{te}

at once.

H. J. R.

3/11

EAST AFRICA PROTECTORATE

No. 391

(Incl. 1)

GOVERNMENT HOUSE,

Nairobi,

June 22nd, 1910.



My Lord,

I have the honour to transmit herewith a copy of a letter from the Acting Commissioner of Lands dealing in detail with questions which have arisen in connection with various claims made by Mr. A. M. Jeevanjee.

2. These claims relate to land lying within the township of Nairobi, in some cases actually leased to Mr. Jeevanjee, in others the subject of agreements, verbal or written, not having the actual force of law. Much of the former has remained undeveloped and it is sought to exact the legal penalties entailed, unless the lessee will make satisfactory proposals: the latter has been utilized for the erection of public buildings rented by the Municipal Committee from Mr. Jeevanjee and in regard to these we wish to regularize our position.

THE RIGHT HONOURABLE
THE EARL OF CREWE, K. G.,
SECRETARY OF STATE FOR THE COLONIES,
DOWNING STREET,

LONDON, S.W.

position which at present rests on a somewhat unsatisfactory basis.

3. Concessions relating to these two classes of property may well be balanced against each other and a compromise arrived at which will not be unfair either to the lessee or the Municipality.

4. The former has this much claim upon our consideration that in the early days of Nairobi, when capital was not forthcoming to erect the necessary buildings, he stepped into the breach and assisted the Provincial Commissioner in providing what was required for the more pressing needs of the township. Now that the place has grown and its prosperity increased it would be scarcely just to rob him of the fruits of his foresight.

5. At the same time in connection with one of his enterprises, the native produce market, he claims what is practically a monopoly, a pretension in any case unpopular, and when made by an Indian almost intolerable to the Nairobi public.

6. He owns, moreover, a larger area of land within township limits, both at Mombasa and Nairobi, than it is desirable for one man to hold and from that point of view we should

should be quite justified in demanding all that the law admits without conceding anything to sentiment.

7. Your Lordship will perceive from the enclosure that what is proposed is a compromise between these conflicting considerations.

8. Mr. Jeevanjee is now in England and will probably call at the Colonial Office in connection with these land questions and it is thought advisable to place Your Lordship in possession of the data on which our suggested action is based.

9. Mr. John Ainsworth, who was in charge of the Province of Ukamba at the time when the earlier negotiations were carried on with Mr. Jeevanjee, has also arrived in England and reference could be made to him on any point which remains obscure.

I have the honour to be,
Your Lordship's humble,
obedient servant,



(In the absence of the
GOVERNOR.)

INCLOSURE

163

In Despatch No. 391 of 22.6.1910

845/10

Land Department,

Nairobi,

16th June, 1910.

C O
21903
JUN 18 1910

L475

The Secretary to the Administration,
Nairobi,

Sir,

I have been instructed by His Excellency the Governor to write a report respecting the various sites in the Nairobi Township owned or claimed by the Hon. Mr. A. M. Jeevanjee, in respect of which questions have arisen, stating the facts, Mr. Jeevanjee's claims and desires, and making suggestions and recommendations in each particular case for the consideration of His Excellency.

It is understood that Mr. Jeevanjee proposes pressing his claims at the Colonial Office, and His Excellency wishes to furnish a summary, so that, when the case is put forward at home, the Colonial Office may be, as far as possible, au fait with the points at issue.

I would here remark that Mr. John Ainsworth, who was responsible for the preliminary negotiations in most of the cases, is also now on his way home, and, if summoned by the Colonial Office, would doubtless be able to assist them, if on any point the report submitted from here should seem insufficiently explicit.

I propose quoting in full Colonel Montgomery's note of the 26th of April, 1910, paragraph by paragraph, adding the marginal notes by

Hia/

His Excellency, and the resolutions of the Municipal Council on those cases referred to them for advice, and finally by a note by myself making suggestions and recommendations.

Col. Montgomery:-

"In the early days when Nairobi was founded, Mr. J. Ainsworth, in his endeavours to get things done, found Mr. Jeevanjee the only person ready to sink money in any venture."

"He accordingly entered into agreements with him for various buildings; some of the agreements were in writing, and some were only verbal."

"Meanwhile Mr. Jeevanjee proceeded to build, and the position is that in some cases he is in occupation of land without any deed to support his occupation."

H.E. - Nil.

Remarks:-

The above as stated by Colonel Montgomery is substantially correct.

2. Col.M.:-

"Mr. Jeevanjee was absent from the country for some time, and for a great part of the period his agent seemed to have no authority to conclude agreements on his behalf."

"There were a number of building plots on which conditions had not been fulfilled; regarding these a notice was served on him."

H.E. :-

Nil.

Remarks:-

The above is a correct statement, and calls for no comment from me.

Col.M.:-

3. "The opportunity of his arrival in the country has been taken to endeavour to settle up all outstanding questions; and Mr. Ainsworth's recent visit to Nairobi has facilitated the settlement, as it has enabled us to ascertain what Mr. Ainsworth understood to have been agreed upon between him and Mr. Jeevanjee."

"With these preliminary remarks I proceed to deal with each case."

H.E.:-

Nil.

Remarks:-

This is correct. No comments.

Col.M.:-

4. "In September, 1907, a notice was served on Mr. Jeevanjee because he had not fulfilled building conditions on 46 separate plots."

(a) "Twenty two of these plots are in the first and second streets of the Indian Bazaar; on the majority of these there are no buildings, on others the buildings do not comply with conditions, and on a few buildings have been erected since the notice."

Recommendations by Col.M.:-

"It is as a fact advantageous to the Government that the majority of these plots have not been built on, and that wood and iron buildings are on others instead of stone ones; for, if Mr. Williams' scheme is to be carried out, and the Indian Bazaar is to be moved, there will be less compensation to pay for these sites."

No. L. 475.

(5).

"I recommend that we take no action against Mr. Jeevanjee as regards these plots, and that we offer him for the unbuilt plots others in the new Bazaar site."

H.E.:-

"I agree."

Remarks:by A

This paragraph is correct.

Under the recommendations by the expert Sanitary Engineer, Mr. Williams, the ultimate removal of the present Indian Bazaar is contemplated, and with this end in view another site has been selected and set out for this purpose; but up to date little inclination to move from the present to the new site has been evinced by the present occupiers, nor has there been any demand for the allotment of plots on the new site from persons not now in occupation of the present Bazaar.

The fact must be faced, if it is decided that this removal is to be enforced, that it will entail on the part of the Government a very large expenditure, and, until the policy on this point is decided upon, it would, in my opinion, be wrong to enforce the erection of further buildings, which, if it is decided later must be compulsorily removed, would increase the liabilities of the Government still further.

Colonel Montgomery's recommendation that Mr Jeevanjee be offered other sites (unbuilt on) in the new Bazaar for those on the present site was discussed with him, and he was

perfectly/

perfectly prepared to accept and build on sites in the new Bazaar, removing the buildings erected in the present Bazaar, the Government paying all expenses in respect of the removal, but on condition that he retains the land in the present Bazaar.

These facts are stated at length in a long note written by Colonel Montgomery under date the 11th of May, 1910, (annexure "A"), a copy of which was sent to Mr. Jeevanjee, and also a copy to the Municipal Council for its opinion. The reply received from the Council (annexure B) raises fresh points, namely, that possibly the site chosen and set out is insufficient in area, and begs the question as to how far Mr. Jeevanjee's offer should be considered.

With reference to the insufficiency of the area, I should say that in the present Bazaar only 70 plots have been built on; in the new Bazaar 58 plots have been set out, but it would be possible to add a further 12.

Regarding expansion, the only possibility would be on Railway land, and this, I know, would be strongly opposed by the Railway authorities.

My recommendation is that, until it is definitely decided that the cost can be met, and that the Bazaar is to be removed, no steps should be taken to enforce building on the unoccupied plots; but I do think that this is a question which should be decided at an early date.

(7)

If it is decided to remove the Bazaar, Mr. Jeewanjee's offer must be considered, and, as it is conditional on retaining the land in the present Bazaar, I cannot recommend that it be accepted in its present form. It is true that he offers to put up, as needs require, suitable buildings for the proposed European business quarter; but this offer is altogether too vague and indefinite to be considered.

I think, failing a better offer from Mr. Jeewanjee, which we are not likely to get, compulsory acquisition is the only solution.

It should be borne in mind, however, that before it will be possible to remove the present occupants from the old to the new Bazaar, a sufficient water supply must be laid on, and it is this factor which has prevented any steps being taken in the past to encourage or enforce the removal, and the position in this respect has remained unchanged since Mr. Williams' report in 1906.

The second alternative is to allow the Bazaar to remain in its present position. In such a case, I consider more sanitary conditions should be insisted upon, and the present overcrowding stopped.

Mr. Jeewanjee has offered to build suitable dwelling houses to accommodate the overflow on the sites owned by him in the area, and this offer I would propose be accepted.

The Council further suggests that a decision should wait on His Excellency and

(8)

and make proposals regarding the removal of
the Bazaar.

No. 475.

(B).

Col. M. :-

(b) "There are 18 others in third and fourth streets, situated between the land and Agricultural Offices; these were also considered to be Bazaar plots. There are no adjacent buildings, but on adjacent plots in these two streets some buildings have been erected for Government Offices; for the rest, Mr. Jeevanjee wishes to build an hotel on the Eastern plots, i.e., between Government Road and Jeevanjee Market Road, and he desires to be allowed to keep the plots on the West vacant for the purpose of erecting further Government Offices if so required."

Mr. Jeevanjee has proposed using the narrowness of plots these streets in order to make a hotel office these proposals

Recommendations by Col. M. :-

(b) "Here also Mr. Jeevanjee might have built ordinary Indian shops, and it is a good thing he has not done so; for the sites are on the North side of the Public Garden. I think his idea to build an hotel is to be encouraged; and if he spends as much on it as he proposes to do, there need be no objection to his leaving the plots between the Agricultural Office and Jeevanjee Market road vacant."

H.E. :-

"He must agree that only buildings approved by the Municipal Council, or its successors, both as to class and purpose shall be erected."

Remarks :-

"With regard to (b), I am in agreement with Colonel Montgomery's recommendation as qualified by His Excellency's marginal note."

(10).

Sol.M.:-

(c) "There is one plot of 21 acres on the Native Market road, at present occupied by unsightly tin huts."

Recommendations by Sol.M.:-

(c) "Mr.Jeevanjee is prepared to remove the unsightly huts on this plot, but would like to know what class of buildings should be erected."

"This is a matter for the Municipal Council to settle. Mr.Jeevanjee may be allowed to put up any kind of building, provided that it conforms with the rules of the Municipality."

"He says he will, if desired, assist in relieving the congestion in the present Indian Bazaar by building dwellings suitable for Indians in this place."

H.E.:-

"For Municipal Council."

Remarks.

The Municipal Council does not appear to have furnished any reply with reference to this. I suppose because what should be enforced is dependent upon the question of the removal of the Indian Bazaar, because, if retained in its present position, Mr.Jeevanjee has offered to erect ~~some~~ buildings suitable for housing the overflow from the Bazaar, and to relieve the present congestion.

With regard to this I would recommend that Mr.Jeevanjee be at once directed to pull down the present unsightly huts, and told that he will

will be advised later as to what class of buildings it is desired that he shall erect on this plot; that from the time when he should have completed a stone house to the time when the present eyesores are removed (from which he has been deriving rent) he should pay double rent; but that no payment will be demanded in the interim period after the removal of the huts till he is informed of the class of building that is to be erected.

No. 478.

(18)

Col. M. :-

(d) "A ten acre plot on the Sikayu Road opposite the Provincial Commissioner's house, unbuilt on."

Recommendations by Col. M. :-

(d) "Mr. Jeevanje should be called upon to build at least one house suitable to the locality on this plot, and should pay double rent with effect from the date of the notice until he does so."

H. S. :

"I agree."

Remarks.

More than one house is in course of erection."

Here I recommend that double rent be charged from the date of the issue of the notice (September, 1907) to Mr. Jeevanjee calling upon him to fulfil conditions till the time of completion of building.

Order:-

5. Kerosene Oil Store. "An agreement was drawn up in 1902 under which the Municipal Committee had the option to purchase the building within 5 years, and it was provided that if such option was not exercised Mr. Jeevanjee was entitled to a lease of 40 sq. yards for a further period of 7 years."

"The Municipal Committee did not exercise the option and has continued to rent the store. The lease of the land was not drawn up.

It now remains only to give Mr. Jeevanjee a lease for the unexpired term, i.e., to January 5th, 1918, before the end of which term the lessee can remove his building, and the land will revert to the Crown."

H.S.:-

"Approved."

Remarks.

This matter can now be settled by drawing up a lease on the conditions set forth in Colonel Montgomery's note; or by the Municipal Council taking over the building on payment, in which case the matter would be closed.

(34).

Col. M.:-

S. Slaughterhouse Site. "The Municipal Committee has built its own slaughterhouse, and no longer pays rent to Mr. Jeevanjee. It now only remains to give him a lease of the land on which the building stands, i.e., 157 sq. yards, which under the terms of the agreement we are bound to grant for 50 years at a rental of Rs. 60/- per annum."

H. E.:

"Approved."

Remarks.

This matter can now be settled by drawing up a lease on the conditions set forth in Colonel Montgomery's note; and I will take steps to have a draft lease drawn up for approval.

Col.M.:-

7. Jeevanjee Market Site. "Mr.Jeevanjee built the market in 1904 under an understanding that a regular agreement would be drawn up.

In 1906 some notes were written, in the presence of Mr.Jeevanjee and the Land Officer, by Mr.Ainsworth.

These notes, which were signed by all three above named, were as follows:-

'Fifty years lease of land on nominal rent, condition that building on the same be used as a public market only, and that the building be kept in proper order and repair by Jeevanjee.'

'Jeevanjee to agree that at any time in future, should the local authorities require it, and it be necessary, he will add to the present building sufficient to meet requirements from time to time; for this purpose sufficient land to be reserved round the present building.'

'For further consideration, that should Messrs.Jeevanjee before the expiration of 50 years rebuild the market in stone an extension of the lease to 99 years may be considered.'

"No lease has yet been given. The area of the grant is, without doubt, that within the present fence, and as to this Mr.Jeevanjee says he has no objection to giving up part of it for the proposed road on the West."

"We are bound to grant a lease for the balance of 50 years under the conditions agreed upon."

"It is for consideration whether there should be incorporated in the deed conditions regarding control and management, and the apportionment of the fees and stand premium realised for the sale of the stalls. The Crown Advocate will be consulted on this point."

H.A.:-

"To Crown Advocate & Municipal Council."

No. 475.

(10).

Remarks.

Colonel Montgomery's note correctly states the facts.

I append the Municipal Council's recommendations with which I concur.

**EXTRACT OF REPORT OF SUB-COMMITTEE ON
JEEVANJEE SITES.**

Jeevanjee Market.

II. With regard to the Jeevanjee Market site.

We recommend that Mr. Jeevanjee be given a 50 years lease in accordance with the terms of the Memo signed by Messrs. Ainsworth, B. Wright and Jeevanjee on March 23rd 1936.

(b) That the suggestion to extend this lease to 99 years be under no circumstances entertained.

(c) That sufficient land be reserved from the area referred to above for the purpose of a road on the West near the Railway boundary.

(d) That this lease should contain "conditions regarding control and management and apportionment of the fees and stand premium realised by the sale of the stalls."

(e) That no draft agreement be submitted to Mr. Jeevanjee till the same has been passed before the Municipal Committee.

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."

"Mr. Allen, 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 leases at that time, i.e., that he should be given a 99 years lease of the land, of which the first ten 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 conditions; but he has since agreed to do so and leaves it to the Government to fix the rent after 10 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/

at the rent prevailing for land of that class at the time."

"I recommend that lease be now given to Mr. Jeevanjee on these terms, the rent of the land after the first 10 years being fixed at the same rate as prevailing for sites on Government Road at the time when the building was erected."

"I also recommend that Mr. Jeevanjee's prayer to obtain an equivalent area elsewhere if this land is taken away be granted."

Name:-

"To Municipal Council for their views."

Remarks:-

Colonel Montgomery's note correctly sets forth the facts.

I append the recommendations of the Municipal Council.

I favour the recommendation made by Col. Montgomery; but there will be considerable difficulty in allocating an equivalent area elsewhere; and, after all, Mr. Jeevanjee would appear to have a very large share of Nairobi land of every kind, and is not suffering any great hardship if this concession is not given. With this concession bear one easily get I would have been able to make, but for the reasons above stated, I think it would be advisable to refuse it.

EXTRACT OF JEEVANJEE'S COMMITTEE ON

The Town Hall Site.

III. With regard to the Town Hall Site and building, we understand that Mr. Jeevanjee built the Town Hall on the same terms on which he erected many other buildings for Government without any legal document being executed or any definite agreement entered into. We further understand that the terms under which all such buildings were erected were that the Government should pay a percentage on the capital outlay by way of rent, the Government invariably having the right to purchase the buildings at any time after 10 years on payment of the capital outlay.

We cannot see why the question of the Town Hall should be dealt with on a different basis to that specified above and accordingly recommend -

- (1) That the Land Office enter into a definite agreement with Mr. Jeevanjee that the Government has a right to take over the building at any time after 10 years from date of completion of the building on payment of a sum of Rs.15,000/- which was the sum which Mr. Jeevanjee undertook to expend on the erection of the building in his arrangement with Mr. Ainsworth.
- (2) That a clause be inserted in the agreement that at the expiration of the present lease of the building held by the Municipal Committee, the Government shall pay the usual rent referred to as prevailing in the case of other buildings erected by Mr. Jeevanjee for the Government

unless

unless and until the building is purchased by the Government at its original cost.

(3) That on no account should a lease of the building or of the land on which it stands, be granted to Mr. Jeevanjee.

(4) If Mr. Jeevanjee refuses to enter into an agreement on the terms recommended above then

(a) The Land Office should not make any other arrangement with him but should leave the matter as it stands at present. (b) At the expiration of the present lease of the building held by the Municipal Committee, the Land Office should serve notice on Mr. Jeevanjee to remove his building from the Crown Land on which it stands.

Col. M. -

9. Sites for Stables - about 31 acres.

"Mr. Jeevanjee was asked to bring over carriages and horses for hire in Nairobi, and as a fact he did so at a very large expenditure of money; it is said at something like Rs. 100,000."

"He was promised this ground for stables."

"After the horses had been brought Mr. Jeevanjee was disappointed to find that he would not have a monopoly of the stable business, and that he would be subject to police control in his operations."

"He then sold his horses and carriages at a considerable loss, and abandoned the construction of the stables which he had commenced. Subsequently we served a notice on him to complete the stables; but he had left the country, and nothing further was done."

"He now asks that the livery stable condition be eliminated, and that he may be given a lease of the land on ordinary building conditions from the date of occupation. He further asks that he may be charged only a nominal rent for the first 10 years in consideration of the losses sustained by him."

"Mr. Lindsay corroborates the statement that Mr. Jeevanjee was disappointed in his attempt to fulfil what he considered to be his contract with the Government, and I recommend that he be given a 99 years lease of the land at a rent to be calculated on the present rental values, and that the rent should be charged only with effect from January 1st, 1910."

H.E./

"This left to discretion to Commissioner of Lands."

Remarks

Colonel Montgomery's note again correctly sets forth the facts. His suggestion is that Mr. Jeevanjee be offered a 99 years' lease at the present rate prevailing.

Mr' Tannahill has worked out and assessed the rental value for me, which he puts down as Rs. 800/- per annum.

When this offer was made to Mr' Jeevanjee he protested at what he considered an exorbitant rate compared with the other plot holders surrounding, two or three having in the very early days obtained similar plots at nominal rentals of Rs. 5/6 per acre, and Mr. Jeevanjee argues that he could equally have applied for and obtained this area at that time on similar terms, but to meet the wish of Sir Charles Eliot he took up this plot with the idea of starting livery and bait stables; that after he had imported horses and carriages at large expenditure and risk, the conditions, which he expected to obtain were varied, and in consequence he abandoned his scheme, and cut his losses, which were considerable, and he now wishes to obtain the land on a lease which will give him a reasonable return on his investment.

... all that there is to be said on Mr. Jeevanjee's behalf, and, provided Mr. Jeevanjee

meets us in respect of the other plots, and proposals as set forth in this memo in a broad and public spirited way. I would suggest and recommend that Mr. Jeevanjee be treated by Government in a generous way in respect of this plot, and be allowed the land at a quarter of its assessed rental value, say Rs.150/-.

With further reference to (7) Jeevanjee Market Site:-

Mr. Jeevanjee prior to his departure left a memo setting forth the conditions, as understood by him, on which the Market was built (copy of memo appended).

I forwarded the said memo to Mr. Ainsworth for verification, and received a reply to the effect that, after this lapse of time, he was unable to trust his memory on these questions of detail, but referred me to correspondence of the past, which was in the Provincial Commissioner's Office, Nairobi, and ^{which} would set forth a proposed agreement. I have now obtained the files and attach hereto a copy of a letter under date 18th June 1909 by Mr. Mc Clellan, then District Commissioner and Chairman of the Municipal Council, addressed to Mr. Ainsworth, and the letter's reply thereto, under date 21st June 1909, together with a notice regarding sale of stalls, signed by Mr. Ainsworth and dated 18th May 1909, and a memorandum of agreement undated, and which was never completed.

Taking Mr. Jeevanjee's memorandum in detail

I would make the following remarks:-

1. Not substantiated, and I recommend that the terms suggested by the Municipal Council in their minute of 17th May 1910 be adhered to.
2. Here again I can find nothing to substantiate that such an undertaking was ever given, and I would strongly deprecate the suggestion of such a monopoly.
3. If the word "till" is meant I have no comments to make, if, as I imagine, "while" is intended the remarks as regards to (2) apply here also.
4. Here again my feeling is that this should not be allowed, and that such questions should be dealt with under the Township Regulations.
5. Should it be decided to ask Mr. Jeevanjee to pull up such a warehouse on this site it will, I think, soon be time enough to consider the terms.
6. I do not understand this.
7. The same remarks as in the cases of 2 and 3 apply here also.
8. Should the market grounds be hired for the purposes of a show, I do not think the figure suggested, i.e. Rs. 45/- per diem, is unreasonable.

I have the honour to be,

Sir,

Your obedient servant,



Ag: Commissioner of Lands.

COPY.

Negotiations made between Messrs. Jeevanjee & Co. and Mr. Ainsworth then P. C. Nairabi, before putting up Jeevanjee market in 1903.

1. A lease of 99 years will be given free of land tax.
2. Meat and vegetables will not be sold elsewhere except market.
3. No other market will be allowed in Town till the present one is in existence.
4. Potatoes, maize and other produce which comes in Town should be sold in Market, for which one anna per load will be charged from the vendor.
5. If a warehouse is considered necessary in future rent should be fixed before putting up the same and the Railway put up a siding.
6. All articles in connection with market which are to be auctioned should be sold in Market.
7. Every cattle, sheep, goat etc. should be auctioned in Market.
8. If any agricultural show is to be held in Market Rs. 45/- should be paid per day.

Notes.

In Mr. William's Proposals for the improvement of the town of Nairobi two alternatives are put forward as regards the Indian Bazaar.

One to leave it where it is and to improve its sanitation by insisting upon more suitable buildings, and by reducing over-crowding.

The other to remove the whole Bazaar bodily to another site.

It was held that the latter alternative would be preferable.

Nothing has been done so far to attain this object beyond the setting out of the sites and roads by the new position, and publishing a notice that any persons who wish to exchange sites from the old to the new Bazaar may have them in the latter. No one has accepted this offer.

The Hon. A. M. Jeevanjee has made certain proposals which I hereby put down and send to the ... Committee for consideration.

... that if the first alternative is prepared to building all ...

... which he is now to obtain 1937.

(2)

If the second alternative is to be adopted he is prepared to take up sites in the new Bazaar and gradually build shops of approved patterns, and as they are got ready he will pull down the buildings in the old Bazaar and remove to the new position. But in this case he asks that compensation may be given to him for the expense he will be put to by removal, and he also stipulates that he be allowed to retain all the land held by him in the present Bazaar. On this land he will be prepared to put up, as need arises, suitable buildings for the proposed European business quarter.

Mr. Jeevanjee holds about two thirds of the shop sites in the present bazaar, so that if he moves his shops the possibility is that the whole Bazaar will move.

These suggestions require the careful consideration of the Committee.

The question of the Indian Bazaar is one of the utmost importance, and something should be done either to improve it on its existing site or else to remove it to a new one.

Many of the existing buildings are of a temporary nature. The lessees wish to know what policy is to be adopted.

If it is decided to expropriate, the necessary steps should be taken before long: for if the lessees begin to build more permanent structures, the amount of compensation to be paid will be increased, and if the land to be acquired is not of the best quality the sum to be paid will be still greater.

11. 5. 10.

Ed. J. Montgomery,
Commissioner of Lands.

Copy

ANNEXURE. 3

No. 300/45.

191
Mairebi,

Municipal Offices

25/5/10.

The Land Officer,

Sir,

With reference to the question of the removal of the Indian Bazaar, I have the honour to forward the following minutes of the Municipal Committee, Nos. 11 & 12 of May 1910.

Do you agree with the opinion that the new site is too small and incapable of expansion? Min. 11. Proposed by the Chairman seconded by Mr. Wetley That the new Bazaar as demarcated under the Williams Scheme does not appear to provide for a plot-area equivalent to that occupied by the plots in the old Bazaar, or even to that occupied by the plots owned by Messrs. A. M. Jeevanjee & Co.; nor does it appear to admit of extension, a matter of serious importance.

It is, therefore, recommended that a site should be allotted for the new Bazaar as soon as possible in order that the question of moving the old Bazaar may be considered without delay.

Carried unanimously.

12. Proposed by Mr. Elliot seconded by Mr. Bayliss That His Excellency be asked to receive a sub-committee of the Municipal Committee on the above subject.

Carried unanimously.

I have &c.,

Ed. E. L. Sanderson.

Town Clerk.

Hairebi,

16th June 1909.

Dear Mr. Ainsworth,

Could you kindly give us any information

(1) as to what agreement was made with Jeevanjee when he erected the Jeevanjee Market.

About a fortnight ago the meat stalls were sold at auction as usual and were bought by Somalis for some Rs.14,000/-. Immediately afterwards applications were made to open other butchers shops in the Town which applications we have refused, mainly on the supposition grounded on unsigned agreement and certain correspondence between yourself and Jeevanjee that he was led to believe that no Native meat Market or shop for the sale of meat to Mahomedans and Natives would be permitted outside the market

(2) Are we bound in any way to auction the stalls yearly, or could we increase the rent on each stall to compensate Jeevanjee for doing away with an auction?

(3) If any agreement exists for how long is the Municipality bound by it?

(4) In September 1905 apparently headings of an agreement were approved by you and the Committee, and Mr. Allen on behalf of Jeevanjee, but this as far as we are aware, like the original draft agreement of 1904, was never completed.

Are we aware that the Jeevanjee Market is on the site of Government land for which Jeevanjee has no lease?

Any assistance in this matter you can kindly

J. Ainsworth, Esq., C.M.S.
Provincial Commissioner,
Kisumu.

GIVE

(2)

give us will be greatly appreciated.

Thanking you in anticipation.

cc: J. W. T. McGlellan
District Commissioner
Chairman of Municipal Committee.

COPY ANNEXURE D

No. 1726/20./D/O.

PROVINCIAL COMMISSIONER'S OFFICE

KISUMU

21st June 1909.

Dear Mr. McClellan,

I have to acknowledge receipt of your letter of the 16th instant regarding the "Jeevanjee" Market.

2. My memory does not serve me sufficiently well to, at this date, remember all details sufficiently to enable me to give a clear statement of the case, but what I do remember of the matter I give you.

3. The original Nairobi meat stalls stood somewhere near to where Messrs. Galley & Roberts and other shops now stand. The condition of the stalls was most unsatisfactory, and we tried to get improved shops built, but without success. Messrs. Jeevanjee & Co. were then approached, and they offered to build what is now the present "Jeevanjee" Market.

4. It was agreed that the stall rents should be fixed by the Municipal Committee and should be collected by Messrs. Jeevanjee. It was further agreed that the stalls should be auctioned annually and the proceeds divided as follows:-

- half to the market owners
- half to the Municipality.

5. Messrs. Jeevanjee & Co. pressed for an agreement for the land on which the market stood and also for a certain margin of land on three sides of the market.

J.W.T. McClellan, Esq.,
District Commissioner,
Nairobi

Jeevanjee

(2)

Jeevanjee subsequently became impatient and I believe instructed their legal advisers to arrange. This resulted in a meeting in my office between (Mr. Allen (I think), the Crown Advocate, the Land Officer and myself. Objections were taken however, by Messrs. Jeevanjee to the length of lease offered, and also, if I remember rightly, to the form of agreement proposed by the Crown Advocate, and also, I believe, to a clause dealing with the question of purchase by Municipality or the Government; I am, however, not sure on this point; and here the matter seems to have stuck.

6. It was generally understood, although there is nothing in writing, so far as I remember, that ordinary meat stalls would be confined to the Jeevanjee Market, but that shops for the sale of meat to Europeans would be allowed elsewhere in the town if approved as sanitary &c.

7. Mr. Jeevanjee, in undertaking the erection of the market without in the first instance obtaining a lease for the land, acted in belief of our bona fides and good intentions. At the time it was almost impossible to obtain any land agreements in Nairobi or elsewhere, and impossible to get authorized surveys undertaken.

8. It was quite understood that the market was to be a Municipal Market, &c. under the control of the Municipality, the landlord having the right to collect the rents, and to keep the place in repair, and also to receive half the money realized at the auction sale of stalls.

9. It was, as far as my memory serves me, understood that so long as the "Jeevanjee" Market

reaffirmed

(3)

fulfilled the requirements for which it was intended and was kept in proper repair, and so long as the landlord agreed to abide by the Municipal control of rents &c., the Market would remain a Municipal Market.

10. Practically the intention was that, inasmuch as the Municipality had not the funds with which to build a Market, Messrs. Jeevanjee & Co. should build one for us; they should draw their rents and half the auction fees, but we should absolutely control it, and that it should be in every way a Municipal Market.

Yours faithfully.

J. Ainsworth
Provincial Commissioner.

East Africa Protectorate

Nairobi Municipality

New Market

Sale of stands in the New Market.

Notice is hereby given that the undernoted Market Stands are now ready for letting to applicants, the Stands can only be used for the sale of articles as undernoted:-

Vegetables.

Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 63, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77.

Meat.

Nos. 41, 42, 44, 46, 48, 50, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 64, 65.

Beef.

Nos. 43, 45, 47, 49, 51.

Sundries.

Nos. 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38.

Each stand is subject to a monthly rental of Rs. 5/- and subject to the following conditions &c.

1. In no instance shall one stand be used for the carrying on of two distinct classes of business at the same time or under the same permit.

2. No person whatever shall be allowed to sleep in the Market.

The Market will be closed for business from 11.00 to 5.30 P.M. daily.

Subject to the foregoing conditions &c.

Application for stands may be made to the Municipal Officer, Nairobi, on or before the 15th day of the month of August 1905.

(2)

license.

Each person now taking a stall will be entitled to hold the same for one year from the 1st June 1904 on the expiration of one year the Municipality may again dispose of the stands.

The following trades to be carried on in the Market will be required to pay the underacted Municipal licenses:-

- Meat Sellers.....Rs.7/- p. m.
- Vegetable Sellers.....Rs.4/- p.m.
- Sweet meat Sellers.....Rs.2/8 p.m.

The right to any particular stall will be sold subject to the foregoing conditions by Public Auction on Thursday the 19th May in the Market at 10.30 a.m.

The money paid for any stall has nothing to do with the rent of same.

A deposit of 25% must be paid immediately after the sale and the balance within two days afterwards, failure to pay the balance within two days will entail forfeiture of the deposit, and the stall may be disposed of as the Chairman of the Municipal Committee may decide.

Plan shewing position of stalls (numbers in red) can be seen at the Municipal Offices.

Sd/ John Ainsworth.
H.M.'s Sub-Commissioner.

Nairobi.

May 16th 1904.

Name of agreement entered into this _____ day of _____ between Messrs. A. M. Jeevanjee & Co. of the one part and herein described as the 1st party and H. M's Sub-Commissioner on behalf of the Nairobi Municipal Committee of the other part and herein described as the 2nd party.

Whereby the 1st party agrees to build a stone and iron building in Nairobi on Government land and such buildings to be adapted for and used as a public market. The 1st party shall keep the market in good order and repair.

The management of the market shall be in accordance with the East Africa Township Rules i.e. in the hands of the 2nd party.

During such time as the building shall be used by the Municipality as a market or for any other purpose, or until such time as H.M's Commissioner shall say otherwise no ground rent shall be payable by either party. The Municipality however agree that so long as the building is in proper repair and order it shall be continued as the Municipal Market, and that no other market place of a similar nature will be opened in Nairobi during such occupancy.

All rents for stalls shall be fixed by the Committee with the concurrence of the Sub-Commissioner and all such rents, together with any other rents for offices or rooms for any other part of the building shall be the property of the 1st party.

The 1st party shall not sell, let or hire or in any other way dispose of the market or part thereof without the sanction and approval of the 2nd party, and no trades other than those allowed under the Township Rules shall be carried in the Market.

fw
21903
Est

(Mr. Jevanjee
per to ...
4. 2d
27)

33

24 Dec 1911

Li

DRAFT.

no 29

Memorandum no 391 of
the 22nd of June relation
relating to land
to various claims made

MINUTE.

- Mr. ~~1373~~ 2/1
- Mr. ~~Bates~~ 4
- Mr. ~~Riddes~~ 20

- Mr. Just.
- Mr. Cox.

- Sir C. Lucas.
- Sir F. Hopwood.
- Col. Seely.

- Land Claims
- Mr. Harcourt.

by Mr. A. M. Jevanjee
2. Mr. Jevanjee has
not ~~called~~ ^{approached} the C.O.

in connection with these
land questions; and it
is understood that he
has not returned to the

Est. Est. I assume

therefore that the matter
will have to be dealt with

the Post.

understood that
truly to say today
at Mr. Jevanjee was
asking to see the
that he had
not done with
the matter

Health Office,
Bombassa, 26th. April 1910

No. 1./B.W.F.

To, Messrs. Jeevanjee & Co.
Soda Water Manufacturers,
BOMBASSA.

The water of the well from which you obtain your supply has after analysis been condemned as polluted and dangerous to the Public Health.

I therefore give you warning that you must cease to use this supply for the purpose of manufacturing aerated water or take such steps as shall render the product innocuous.

To this end I should advise the erection of water tanks for the collection of rainwater as the easiest and cheapest way out of the difficulty.

The only alternative course in my opinion is to erect a condensing plant.

Moreover the method of filtering in use at your factory constitutes a danger to the Public Health.

The water both for aeration and washing of bottles must be sterilised either by heat or a reliable form of filter maintained in a cleanly condition. Such filters are the Pasteur Chamberland Berkefeld &c.

The bottles must be thoroughly cleaned and sterilized before refilling.

I recommend that you erect some form of machinery for this purpose.

The bottle brushes must be disinfected daily with Potassium Permanganate of Potass or heat and must not come into contact with polluted water.

Pending the accomplishment of these alterations, I recommend that

1. the charcoal used in the filter be renewed or sterilized by boiling or baking daily.

- (2) the vessel containing the filter be cleansed daily with boiling water.
- (3) the aeration apparatus be thoroughly cleaned daily.
- (4) bottles must be washed first outside then passed to another vessel and washed inside with a brush.

The water used for this purpose must be filtered.

I shall be glad to hear from you at an early date what actions you intend to take in this matter and when you will be able to complete these alterations and additions to your factory. I shall then be glad to offer you any assistance or advice as to details &c in my power.

I would point out that should you intend to erect expensive plant it would be advisable to set the building in which it is erected in a thoroughly sanitary condition first of all, on this matter also I shall be glad to advise you.

(Sgd) R. Small

Ag. Medical Officer of Health.

Health Office

Mombassa, 6th. May 1910

No. 2/ S.W.F.

Messrs Jeevanjee & Co.

Soda Water Manufacturers,

Mombassa.

Sirs,

Your letter of the 4th. inst. is in hand.

1. The question of the road to your Ice Factory has been brought before H.E. The Governor.
2. Should you intend to erect a factory suitable for supplying the European demand for areated water I recommend you to inspect a model the Uganda Railway Soda water factory at Nairobi.
3. Regarding your plans for a factory in Roger's Road these have not been submitted to me.

I understand however that many serious objections were raised from a Sanitary point of view to the tenements which you proposed to erect near the tank. An underground, undrained tank used for the manufacture of areated water for a European supply is open to so many grave objections that the strictest sanitary condition would be essential.

4. I enclose a copy of the analysis of your private well. With the question of its total unfitness for human consumption I am not at present concerned, the point of immediate interest to me is that from this well a noxious product is being made and sold.

I shall be glad to hear from you at an early date what steps you intend to take as the present state of things cannot long be tolerated.

Yours faithfully,

(Signature)

Health Office

ANALYSIS

OF A Sample of water.

Taken from Messrs. Jaewanji's private well near Cathedral Road 9th. December 1909.

Appearance	...	Turbid	
Sediment	...	present	
Odour	...	Nil	
Reaction	...	Alkaline	
Total Hardness	...	26 parts	per 100,000
Permanent Hardness	...	8 "	" "
Chlorine	...	14.6 "	" "
Total Solids	...	104 "	" of total solids
Non-Volatile Solids	...	64.64 "	" " " "
Volatile Solids	...	40 "	" " " "
			No sparking on ignition.
Saline Ammonia0024	per 100,000
Albuminoid Ammonia0344	" "
Oxidised Nitrogen5976	" "

This water is unsuitable for domestic use.

Sd/ J.A. Haran

Medical Officer of Health.

Health Office,
Bombay, 19th. May 1910

No. S.W.F. /3.

Messrs. Jeevanjee & Co.
Bombay.

Sir,

Reference to your letter dated 13th. May 1910.

The answer to your question is given in Dr. Karan's opinion of the sample taken from your well 9.12.09. "This water is unsuitable for domestic use". This means that it is unfit for drinking or cooking purposes.

Yours truly,

(Sgd) R. Small

Ag. Medical Officer of Health.

Health Office.

Mombassa, 30 May 1910.

No. B.W.F. /4

Messrs. A.M. Jeevanjee & Co.

Mombassa.

Sir,

In answer to your letter dated 26th. May 1910, I have got some analysis of well water, procured on the island of Mombassa which fulfills the requirements of a good drinking water.

In my letter No. 1/S.W.F. dated 26.4.10 I have pointed out that in my opinion the only alternative whereby a suitable water for drinking could be procured here are (a) Collection of rain water (b) Condensation.

Yours faithfully,

(Sgd) R. Small,

Ag. Medical Officer of Health.

EAST AFRICA PROTECTORATE

Mombasa,

March 25 1902

Dear Mr. Jeevanjee,

I have read with much interest the prospectus of Association of the British East African Publishing Syndicate, which I return herewith. I do not know enough about companies to express any opinion on the constitution or articles of your syndicate but I am entirely in sympathy with its objects and shall be happy to encourage them by every means in my power. There is a striking absence of popular and accurate literature about East Africa, and no doubt its backward condition is largely due to want of knowledge as to its real character and resources. I agree with you in thinking that one of the first ends to which the efforts of all who are interested in the country should be directed is the dissemination of trustworthy and interesting information among the public.

I take this opportunity of alluding to another question. Some sections of the Indians community appear to be labouring under a misapprehension that the Government wishes to discourage Indian settlers and to forbid them to occupy certain areas. Some time ago I requested Mr. Rogers to visit the lake and ascertain in what parts of it, if any, time expired coolies were ready to settle. He found that they did not care for the neighbourhood of Mafibi and that they preferred Kibos, Kibiqua and other districts near the lake. A proposal to settle them there with the aid of certain grants from Government is under discussion, but it is an entire perversion of the facts to represent the Government as having excluded the Indians from other areas.

I am, Yours truly,
G. H. H. H.

Major Fringed report to the Foreign Office dated Oct. 1911

with two plans showing deep water pier at Kilindini signed by E. Anderson
 and printed by Harrison & Sons Ltd. St. Martins Lane W.C. Mr. Anderson
 estimate for new deep water pier (page 32) £20,000.

The importance of a new pier can only be seen through the figures
 which I quote below from the commercial statistics I notice that the trade is
 increasing by leaps and bounds and in a few years there will be three times
 amount of tonnage both loading and unloading if the Government under
 above circumstances build a pier it would be both to the great advantage
 of the trade people at large. The Pier would cost between 25 to 30,000
 the Government and the public will save 4/- a ton which they otherwise
 will lose. At present the figures of both Export and Import run nearly
 200,000 tons and that would prove conclusively that there would be a
 profit of 30 to 35,000 both to the Government and the Public. The
 building of a new pier is most urgent and the Government must take up the
 matter in hand without delay.

INDIAN ASSOCIATION,

NAIROBI.

1st. July 1910

The Hon. A. M. Jeevanjee,

London.

Dear Sir,

I have the honour to request that you will be good enough to bring the following matters to the notice of the Colonial Office. The papers embodying the various questions are herewith enclosed for your information.

I beg to remain,

Your obedient servant,

S/d Hasan Bhai.

Secretary.

THE NEW EMIGRATION ACT.

(1) This act was enacted with a view to preventing the landing of Europeans short of funds, now it is being directed against the Indians and they are being victimised. I would like to ask whether at any time Indians on being sent back have been provided with passages? If not, why is this Act being so cruelly used against them.

(2) The steamers running to and from Lakes Victoria are controlled entirely by Indians, and the exportation and importation are made by them, still they are not treated with the consideration of 2nd class passengers even though they may have purchased a 2nd class ticket. They are not provided with pillows, blankets, and mattresses as in the case of the Europeans. There is absolutely no equity. A proper agitation should be conducted as, if this injustice is not nipped in the bud, the same spirit would overtake the railway officials and would result in more harsh and ill-treatment. These steamers are under the management of the Railway Authorities and unequal treatment will follow. The Colonial Office should be pressed to note this unequal treatment.

(3) The Land question. The present Government sold lands by auction but reserved the right of keeping the lands entirely for the Europeans. This move might naturally be taken as that of dispossessing the Indians of the land they may possess and prevent them from effecting purchases in the future where they had intentions of so doing. This was published in the Government "Gazette" (extract of which we herewith send you) of the 10th of March 1900. At various plots of land were allocated to Indians in the year 1897 and an understanding given that they should gain in possession of the land for 10 years, if they found it a proper habitable place for them after the expiration of 10 years for 100 years.

residents of the marshlands spent much time and money to fertilize this
 land and now the Government declines to grant the lease when approached and
 requested to do so. These lands are not suited for the occupation of the
 Europeans even if they bought them, the Europeans could readily get the
 lease from the Government, and in turn would rent the lands to Indians
 who originally possessed them that is to say, Indians could occupy their
 lands, not direct from the Government, but from "second hand" people.
 Already there are Europeans who are in possession of these swampy lands;
 but they have remained uncultivated while the land of the Indians has been
 made fertile. The lands of the latter produce vegetables and other crops
 which contributed to the welfare of the inhabitants and the Government.
 The swampy lands of Grogen are already rented by the Indians who carry on
 the cultivation of them.

(4) Jail. The Indians are put into Jail and there is no
 distinction whatever between the Hindus and the Mohammedans. They are made
 to work at the dirtiest jobs, such as the cleansing of W.C.'s, notwith-
 standing their sentimental protest, and the Government authorities were
 approached legally, their reply being to the effect that the Indians lost
 their creed and religion on leaving India which answer we strongly condemn.

(5) The Indians suffer great injustice in the Law Courts, they are
 tried without jury while their European brethren have the advantage of trial
 by jury and thus are able to put their cases properly before the Courts.

(6) The Government has passed a rule that only Europeans be made
 Justices of the Peace. Why not Indians? we cannot understand.

Extract from The Official Gazette,

May 1st, 1910.

NOTICE**RESIDENTIAL PLOTS AVAILABLE AT REWERO**

Notice is hereby given that seven plots are available for selection in Rewero Township on the Niyuyu River, abutting on the fort Hall road some half a mile south of Rewero bridge.

- AREA:-** Five acres or thereabouts each plot.
- Rental:-** Rs. 36/- per annum payable in advance on Jan 1st in each year.
- Term:-** Lease for 99 years.
- Conditions:-** Plots may only be used by persons of European origin. Plots may be used for the purposes of dwelling house and garden only and may not be used for the purposes of a store.

Lessee to erect a house, to be approved by the Hon. the Commissioner of lands, within two years from date of granting the lease.

If no building as above is erected within the specified time, double rent will be charged until such time as a building has been erected.

The usual consent fee of Rs. 15/- will be payable on transfer. The costs of deeds survey and registration and stamp fees, and all other charges in connection with the grant, must be borne by lessee.

Applications must be accompanied by Rs. 75/- deposit fee.

PLANS May be seen in the Land Office.

R. B. Wright.

Land Officer.

Nairobi, 18th. April 1910.

Land Office Notice.

Kansabit Township, Mandi.

I hereby give notice that on and after the date hereof certain building plots are open for application in the above township. Plans may be seen in application in at the Land Office. The terms and conditions are as follows.--

Lessee. No non-European will be allowed to acquire a plot in the European quarter.

Rent. Rs. 30/- per annum per plot, payable in advance for the proportion of the year ending December 31st, and afterwards on January 1st of each year.

Grant Premium Rs. 75/- per plot.

Condition Lessee to erect a house or shop to be approved by the Commissioner of Lands, within two years from date of granting the lease.

If no building as above is erected within the specified time, double rent will be charged until such time as a building has been erected.

Area European plots one acre each, with 100 ft. frontage to road. Non European plots frontage 50-ft, depth 100-

Applications. Must be accompanied by a deposit fee of Rs. 75 which will be credited to account of applicant for survey fees, cost of deeds, rent in advance etc, and will be refunded.

(Sd) H. B. Wright

Acting Commissioner of Lands

Kansabit.

ADDITION OF LAND

Seven Blocks on NAIROBI HILL.

Mr. P. A. Raphael, Auctioneer for Mr. J. Marcus, has been instructed to sell at the sale rooms, Government Road, on Tuesday, July 10th, at 3 p.m. the Crown leases of the following plots on Nairobi Hill viz. Nos. 367, about 6 1/2 acres and Nos. 369 373 375 376 378 and 379 of 1/2 acres each.

THE LANDS WILL BE LET SEPARATELY ON THE FOLLOWING CONDITIONS:-

Portals. Nos. 369, 373, 375, 376, 378, 379
Nos. 112/59 p.m.

Term 99 years lease from August 1st, 1910.

Upset Price Rs. 100/- per plot

Purchase money 25% to be paid on fall of hammer, the balance to be paid to auctioneer on or before July 10th, 1910.

Should the purchaser fail to pay the balance within 7 days of the date of the fall of the deposit will be forfeited to Government.

Occupation These plots may only be leased by persons of European origin.

Buildings. Buildings shall be of a design suitable to the locality, and the design and construction of same shall be approved by the commissioner of lands.

Conditions. If no building as above has been completed on or before July 31st, 1912 double rent will be charged until such time as an approved building has been completed.

Plans. Plans of the sites can be seen on application either to the Land Office or the Auctioneer.

J. B. Wright,
Acting Commissioner.

AUCTION of LAND

Sale of Sixth Avenue Plots, Nairobi.

Mr. P. A. Raphael, Auctioneer for Mr. J. Maross has been instructed to sell three vacant leases in Sixth Avenue, Nairobi at the sale rooms 4, Cannon Road, on Tuesday Jul. 10th. at 3 p.m.

The plots are situated on the South side of Sixth Avenue midway between the New Post Office and Government Road.

The Plots will be put up separately on the following

conditions

Area. 30 feet frontage to Sixth Avenue and 150 feet depth

Rental. Rs. 150/- per annum payable on the 1st. Jan. in every year, and for the proportion from August 1st. to December 31st. 1910

Rs. 62/50 payable on completion of lease.

Term. 999 years lease from August 1st. 1910

Deposit Price. Rs. 150/- per plot.

Purchase Money. 25% to be paid on fall of the hammer the balance to be paid to the Auctioneer on or before July 26th. 1910

Should the purchaser fail to pay the balance within seven days of the date of sale, the deposit will be forfeited to Government.

Occupation Any plot sold shall not be used as a place of residence for Asiatics or Natives who are not domestic servants in the employ of the Lessee, and there shall be a clause inserted in each lease to that effect.

Buildings. Shall be of stone brick or concrete of approved design suitable to the locality, and the design and construction of same shall be approved by the Commissioner of Lands.

Condition. If no building as above has been completed on or before July 31st. 1911 double rent will be charged until such time as an approved building has been completed.

Plans of the sites can be seen on application either to the
Land Office or the Auctioneer.

R. B. Wright

Acting Commissioner of Lands.

Land Department.

Nairobi 28th. June 1910

RIGHTS OF THE INDIANS FOR EDUCATION IN BRITISH EAST AFRICA

- (1) It is beyond all doubts true and all the great men of the world agree that to arrange for the education of the people is a binding duty of the state and hence the government of this country cannot make themselves an exception.
- (2) Her Gracious Majesty late lamented Queen Victoria bound herself in the name of Almighty to her Indian Subjects with the same obligations as with all her other European subjects.
- (3) The Government of this Country has made suitable arrangements for the education of the European children.
- (4) A great part of the income of this country is derived from the Indian people and on account of the Indian trade.
- (5) The Majority of the population of this country, besides the natives, is Indian, for instance, the Indians in Mairwa are 1000 while the Europeans are only 100.
- (6) The country has practically come to her present stage with Indian labour and the Indians have taken and are taking a greater part to make this Country prosperous.
- (7) Most of the Government Subordinates and workmen are Indians when the Government have brought in this Country and it is the duty of the Government to look after the education of their children.
- (8) The expenses of the education of the Indian children is practically nothing in comparison with the children of the Europeans while the source of the income of the country is by far the greater from the side of the Indians than the Europeans. The Indians do not ask the Government to arrange for the higher education but only for the Primary, so that they may send their children to India for higher education when they are a little grown up and when they can be safely lodged in some hotel in India. The necessity of an Indian language for the medium of education in the lower standards.

(1) It is admitted beyond all doubt by the experts on these subjects that the medium of education in these must be the mother tongue of the child. 219

(2) The Indians want to send their children to India for higher education, how the children will be able to pull on in the Indian schools and colleges when they do not know their own language which is one of the compulsory subjects there.

(3) Most of the Indians in Government service whom the Government has brought here for its own sake, are not the permanent residents of this country what their children will do when back to India.

(4) There does not seem much difference in the burden of the Government whether schools be kept in the vernacular medium or an Indian language.

(5) While the Indians pay for the education of the European children in their own language in India it is a ~~burden~~ for them to have education of their children in their own language here.

The merchant class who do not or cannot send their children to higher education but keep themselves contented with primary education and wish to have their children engaged in business, keep all their accounts in their own language and hence the necessity of imparting education in some Indian Language.

(6) The Vernacular Language is not rich enough to provide all Indian work in the system of keeping accounts.

(7) It is expecting too much from the young children and taxing their tender brain too much to ~~learn~~ learn their own language in the lap of their parents and ~~to~~ to be ~~taught~~ taught in the very beginning two foreign languages ~~which~~ which is English & Shelli.

(8) ~~And~~ And if the Government comes down to some arts and laws as in South Africa and the poor Indians be compelled not to eat the fruit of their long labour and be forced to ~~go~~ go to their motherland, of what use will it be to them while there.

The last but not the least ~~will~~ will it be an Indian people to have their ~~own~~ own language and no civilized Government ~~will~~ will not do this for the British Government.

N O T E.

In Mr. Williams' proposals for the improvement of the town of Nairobi two alternatives are put forward as regards the Indian Bazaar.

One to leave it where it is and improve its sanitation by insisting upon more suitable buildings, and by reducing overcrowding.

The other to remove the whole bazaar bodily to another site. It was held that the latter alternative would be preferable.

Nothing has been done so far to attain this object beyond settling out of the sites and roads in the new position, and giving a notice that any persons who wish to exchange sites from the old to the new bazaar can have them in the latter. No one has accepted this offer.

The Hon. A.M. Jeevanjee has made certain proposals which I hereby put down and send to the Municipal Committee for consideration.

Mr. Jeevanjee says that if the first alternative is decided upon, he is prepared to help by pulling down and rebuilding all insanitary buildings, and conforming to the sanitary regulations.

As by doing so a number of lodgers in the present buildings will have to go, he is prepared to provide suitable houses for them on two pieces of land that he holds. viz. on the 2½ acre plot on the market road, and on the stables plot for which he is now to obtain a lease.

If the second alternative is to be adopted he is prepared to take up sites in the new bazaar, and gradually build shops of approved patterns, and as they are got ready he will pull down the buildings in the old bazaar and remove to the new position.

but in this case he asks that compensation may be given to him for the expense he will be put to by removal, and he also stipulates that he be allowed to retain all the land held by him in the present bazaar. On this land he will be prepared to put up, as need arises, suitable buildings for the proposed European business quarter.

Mr. Jevanje holds about two thirds of the shop sites in the present bazaar, so that if he moves his shops the possibility is that the whole bazaar will move.

These suggestions require the careful consideration of the committee.

The question of the Indian Bazaar is one of the utmost importance, and something should be done either to improve its existing site, or else to remove it to a new one.

Many of the existing buildings are of a temporary nature. The Leases of the land are also for a short period.

If it is decided to expropriate the temporary buildings should be taken before long, or if the leases begin to build more permanent structures the compensation will be very heavy, and if the land is to be acquired as well as the buildings the amount to be paid will be greater.

(Sgd) J. Montgomery.

COMMISSIONER of lands.

11.5.16

COPY.

Jeevanjee.

MOMBASA.

"Interviewed H.E. who instructs that definite decision
cases under consideration must pend his further consideration
or being further referred to Colonial Office.

Land Officer.

Nairobi, E.E. Africa.

30th. April, 1910

To. Hon. A.M. Jeevanjee

Member of the Legislative Council,

Nairobi, E.E. Africa.

Hon'ble Sir,

I beg to inform you that the accompanying two papers addressed to His Excellency The Governor have not to date been forwarded ~~replied~~.

I have, therefore the honour to forward copies of the same to you and to request the favour of your kindly approaching His excellency The Governor with the view to obtain a speedy solution of the issues involved or if necessary to the Colonial Office as I understand you are proceeding to England very shortly.

I beg to remain

Hon'ble Sir,

Your most obedient servant,

Hasan Khai,

Secretary of the Indian Association

1 Nov. 1909

Justices of the peace

A disqualification of the Indian

by

J.H. Gross u.s.s.

An ORDINANCE has passed the Legislative Council embodying the appointment of Justices of the Peace wherever necessary, and having been published in the Official Gazette has presumably received the sanction of his Excellency the Governor.

Clause 2 reads as under:-

"It shall be lawful for the Governor to appoint under his hand and the public seal of the Protectorate as occasion may require any resident of the protectorate being a British subject of European extraction to be a Justice of the peace for the Protectorate or for any district thereof, who shall hold office during the Governor's pleasure, and whose appointment shall be notified in the Official Gazette."

The need for such an ordinance is granted, but this particular clause limits the appointment of Justices of the Peace to British Subjects of European extraction who are resident in the Protectorate. There is only one construction possible on this sentence and that is, that no British subject emanating from the Indian Peninsula will be eligible for appointment, yet for the much more honourable and dignified position of Member of the Legislative Council he is eligible. The question naturally arises why this anomaly? This clause conveys the idea that only an individual of European descent who has the good fortune to be a British subject has the requisite brain powers or ability to perform the

responsible and onerous duties of Justice of the Peace. What is really the correct definition of British Subject of European Extraction? Is there a higher quality of mental power delineated by the Geographical line between Europe and Asia or Europe and Africa or America. Time was in the worlds history, when the intellect and ability of Asia received recognition, when Europe was in a state of savagery and when poor ignorant Africa could boast a civilisation as high as history records. It is time that facts were faced and ability acknowledged wherever it is demonstrated whether it be of European descent, or Asian, or African. Certain Geographical zones do not necessarily have Natures special in favour to produce superior intellects. Intellect is of no particular district or environment or even colour. The secret of the pigment creating some white, some brown and some of a darker hue is not known, but certainly the ~~mind~~ the thinking part of man is not affected by it. It is very hard to overcome prejudices of any kind, but to believe that because an individual was born in Asia or Africa he is necessarily an inferior being is to reason against all the teachings and records of history.

To many worthy men residents of British East Africa this clause will be very distasteful and its deletion from the Ordinance would be a graceful act and please the entire body of the Community affected.

Secretariat,

Nairobi.

November, 4th. 1900

Sir,

I have the honour to acknowledge with His Excellency's
 best thanks the receipt of your letter of the 3rd. Inst and its
 enclosure.

I have the Honour to be

Sir,

Your most obedient servant,

W. J. Hanson

Secretary

J. H. Cross Esq.,

O/O The Crown

Nairobi

Nairobi E. A. Africa.

15th. August. 1910

Gross Industrial Home.

Trial by Jury.
by

J. H. Gross U.C.S.

The decision of the High Court of British East Africa in a recent case raises the question whether the time has not arrived when trial by Jury should not be widened in scope and worked on broader constitutional principles, or as many able men advocate let such cases be settled by the decision of three High Court Judges as in appeal cases.

The present practice of trial by Jury for Europeans and that by Assessors for Natives and Indians, is fraught with injustice and danger, inasmuch as it does not follow out the terms of the Proclamation of our late and much lamented Sovereign Queen Victoria which gives the Indian equal rights and privileges with Europeans in so far as trial by Jury is concerned, as the Indian is a British subject whether he resides in India or in any other British Colony and with the European is amenable to the same laws and rulings as rendered by the Judges duly appointed to interpret them, and there appears to be no Justifiable reason why the Indian and Native should not in trials where his life is held in the balance, have the same rights and privileges as those accorded to the European under similar circumstances.

In all cases where the lives of Europeans, Indians, and Natives are to be considered, it is desirable that there should be a mixed jury composed of the nationality of the accused, and that of the person or persons at whose instance the prosecution is brought about. Justice and humanity demand it, and the Government which is every characterized by its high sense of Justice, Equity

and Fair Play to all Castes, Creeds, and conditions of men should see its way to grant it.

England, Canada, Lagos (West Africa) and I believe other Countries set good examples in this respect by having mixed juries and surely a system which has stood the test of time, should be given a trial here.

The coloured people in British East Africa are beginning to think in a way they never did before, and not without reason, that while Europeans may be unfortunate enough to be accused of taking life, it is a very far cry from that to conviction by a jury of their own countrymen, the reasons for which delicacy forbids my mentioning but are very obvious to the ordinary thinker, and I need not mention that meting out such justice on the verdict of the jury as is done at present in European cases, produces a very unwholesome effect upon the minds of the Indians and Natives, as to the fairness impartiality and justice of the British Administration. One need only to take a retrospect of the past few years of Jury trials and sentences passed on Europeans and Coloured accused to begin very seriously to put to himself this question "Is there one law for the European in capital cases and quite another for the coloured accused."

It is only but fair and natural that the just demands of the coloured races in such a momentous and vital issue should be fully recognised and considered, and working on the fact that the main and primary object of any just Government is to protect and see that justice is meted out to all alike, it cannot very humbly submit be argued that it is doing this, if it withhold the prerogitive of equal rights and privileges so graciously granted by our late benign Sovereign.

With the frequency of Murder cases met also every session, a change as that proposed would restore confidence to the Coloured Races who would with the scorn that characterises them, realise at once that the very best possible attempt was being made to secure them Justice.

In Uganda I believe there is always an intelligence and respectable Native of India on every jury, thus proving that

the time has arrived and is ripe for the introduction of the coloured element into the working of the Jury System here, and then there should be no objections whatever to a trial being made at least in British East Africa to see how far the adoption of the same system may be justifiable.

If the Jury system is acknowledged as the best means at the disposal of the European for safeguarding Justice why should not the same argument apply to the Coloured races under the flag, which boasts that under its folds Justice is seated to hold the balance of the scales and to meet out equity to all alike which emblem should know no distinction of race in the application of Justice.

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EAST AFRICA PROTECTORATE

Governors Office,
Nairobi.

August 7th. 1909.

Sir,

I am desired to acknowledge with His Excellency's best
thanks the receipt of your letter of yesterdays date and its
enclosure.

I have the honour to be Sir,

Your most obedient servant,

Henry R. Bell.

for Secretary.

F. H. Cross Esq.,

Industrial Home,
Nairobi.