

EAST AFR. PROT

C.O.  
35274

*D. 2 11 14*

REC

713

1913

15 Sept

*London*

*Mr. [unclear] [unclear] [unclear]*  
*26398*

*the apples - Consider*  
*of any promise that an estimate*  
*of the apples should be referred*  
*to Mr. [unclear]*

*by the Board*  
*for 5 1/2 acres*

*not have given*  
*rightly. They*

*I find you with the [unclear]*  
*represented by the [unclear]*  
*acting [unclear]*  
*got compensation for the fruit*  
*of [unclear] & he has therefore no*  
*cause to [unclear]*

*The only thing that I am uncertain*

*Stamp: [unclear] [unclear] [unclear]*

about in this case is whether  
the local Govt. is really discriminating  
between Hanif & others - cf.  
last sentence of Mr Harrison's  
letter in H/2639. where he refers  
to Madame Nisham's case.

? it wd. be as well to  
add receipt - point out that  
this part of Mr Harrison's letter  
has not dealt with - i.e. whether  
special treatment in the  
matter of cat. of lease has  
been granted to Nisham or  
others - if so how the  
diff. treatment in that case  
(in cases) is justified.

~~Mr Harrison~~  
Mr Harrison writes in  
his letter as further  
cases where the matter to him  
is not clear.

Advancing Hanif has had up to this time  
which is 7 1/2 years since he was definitely told  
that he would not get an extension, and that  
his question of extension  
is not clear.

Particulars of the extended 10-year lease  
i.e. for what period or at what rent they  
were extended & whether for Nisham or  
other persons.  
S.P.S. always seems to be considering  
alleged or actual verbal promises.

65  
L.H. 10/12  
H. J.R.  
16/12/13  
Alone  
P.P. 16-10-13

C.O.  
35274

66

GOVERNMENT HOUSE, 13  
NAIROBI,  
BRITISH EAST AFRICA.

EAST AFRICA PROTECTORATE.

September 15th 1913.

No. 713

Sir,

With reference to your despatch No. 640 of the 7th of August, I have the honour to inform you that this matter has been the subject of repeated application to successive Governors of this Protectorate.

2. Mahomed Hanif first forwarded an application in August 1903 on which the then Provincial Commissioner at Nairobi wrote a memorandum to the effect that no objection existed provided that the land were granted for the purpose of cultivation only. In his reply to the applicant the Land Officer informed him that the land would be given on a ten years' lease with the further stipulation that no buildings of an unsightly nature should be erected on the ground; that if a dwelling house was erected it should be of a substantial and permanent character of a kind to be approved by the Government; and that otherwise only a hut for a watchman would be permitted. The area is in close proximity to European residences and it was foreseen that unsightly chawls or tenement houses would be erected and sub-leased to Indians.

3. In December 1905 Mohamed Hanif applied for an extension

THE RIGHT HONOURABLE

LEWIS HARCOURT, P.C., M.P.,

SECRETARY OF STATE FOR THE COLONIES,

DOWNING STREET, LONDON.

(2)

extension of

to 99 years. This request

some time pointed

out that it is not possible to extend for a longer

period than 99 years for a lease.

There is no objection

to the extension of

which would

be allowed

interest

later than

tes

Mr. Ainsworth

that he has no objection

that it be for 99 years

of this it is not possible

give you a 99 years

appears to me that you would be before signing

your draft lease asked that such a clause be in

serted in your

that I am unable

4. I consider

st. 99.

evidence that

decidedly of

for a lease

already

of a lease after he had

this the claim

Dear Sir to be,

Sir,

Your humble, obedient servant,

*W. H. ...*

ACTING GOVERNOR

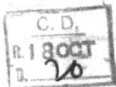
## INCLOSURE

In Despatch No. 713 of 15. 9. 1913

Mr. Hanif has been to see me and he attempted to come to reopen this old story and to accept attention that he is entitled to an extension of time. This, after hearing the Land Officer and going through the correspondence, I have told him that I absolutely decline to do.

2. I am quite satisfied that he is entitled to a shamba lease for ten years only, and at the end of that term he must vacate the land.

3. It is to be regretted that he has been promised compensation for the fruit trees that he has planted, as these were probably put in merely for the purpose of strengthening his claim, and the Land Officer will be instructed to make a list of the trees on the ground, and to warn Mr. Hanif that no compensation will be paid for any that he may put in from now onwards.



*Jac*

22 Oct. 1913

Ansod 475  
124  
Su

DRAFT.

P.O.P. No. 885

Mr. W. E. B. Alfred Esq. M.C.

I have etc to ackn. the  
W. Harrison's  
act of ~~your~~ draft No. 713 of the

(35274) 15<sup>th</sup> of Sept respecting the  
land leased to Mahomed  
Haniy, and to inform you

MINUTE.

Mr. Downie 18.10.13

Mr. Baskinley 18.10.13

Sir G. Fiddes.

Sir H. Just.

Sir J. Anderson.

Lord Eminott.

Mr. Harcourt.

that I concur in ~~the~~  
opinion that no extension  
of the lease should be granted.

2. At the same time

I should be glad to receive  
your views on the last 2 para's  
~~contents~~ of Mr. Harrison's  
letter of the 30<sup>th</sup> of July, which  
implies that many of the leases  
to Indians which were granted  
for 10 years have been extended.