



EAST AFR. PROT  
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REC  
REC: 5 DEC 13

for  
Courtesy 882  
1913  
10 Nov.  
Last previous Paper.  
Press  
31607

Sale of residential plots, Nairobi

Sends report on sale on 13 Oct. Questions raised by Mr. Tannahill will be refer'd to for. on his return from Zanzibar.

Mr. G. Fieldes

Fairly satisfactory. Allowance for the estimated cost of roads & drains the Govt. received £530 & will draw £110 in reats. The price is about £55 per acre.

We can wait for the Govt. view on the points raised by Mr. Tannahill. The proposal to offer <sup>private</sup> by private treaty plots not disposed of at auction has been adopted in the case of farms. There is a good deal of force in Mr. Tannahill's argument as to making all the roads & drains at once.

The question of compensation for damage caused by contractors carts is a legal one & Mr. Fieldes will report on it by advice.

Dec 1065. 17 Dec

Last subsequent Paper  
502  
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DEC 13

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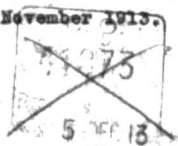
~~EAST AFRICA PROTECTORATE~~

GOVERNMENT HOUSE,  
NAIROBI,  
BRITISH EAST AFRICA.

No. 892



10th November 1913.



Sir,

*Handwritten initials*

With reference to your Confidential  
despatch of August 8th I have the honour to  
transmit herewith a copy of a Report by the  
Land Assistant on the recent sale of  
residential plots, Nairobi, which it will be  
remembered were originally put up to auction  
on the 7th of April last.

2. The questions raised by Mr Fannahill  
will be referred to the Governor on his return  
from Zanzibar.

I have the Honour to be,

Sir,

Your humble, obedient servant,

*C. C. Bowring*  
*[Signature]*

Deputy GOVERNOR.

\* No 25444

THE RIGHT HONOURABLE  
LEWIS HARCOURT, P.C., M.P.,  
SECRETARY OF STATE FOR THE COLONIES,  
DOWNING STREET, LONDON, S.W.

10-11-13-20

1296 D/7

Report by the Auctioneer on the Sale of  
Residential Plots,  
Anderson Road, Nairobi.

13  
 Recd 5 FC 13

1. I have the honour to report that in accordance with instructions I conducted the auction of 18 Residential plots situate on either side of the Extension of Sixth Avenue, Nairobi, on October 13<sup>th</sup> 1913
2. I stated that the leases were subject to the Crown Lands Ordinance, 1902, the Rules thereunder in force, and the Conditions specified in the Official Gazette of 1st October, 1913 (see Appendix A). These Conditions I read out seriatim and, on the instructions of the Hon'ble the Chief Secretary, called special attention to the note at the end, which states that the Government undertaken to commence the construction of roads and drains with all reasonable speed.
3. I also gave out a special condition attaching to No. 295, the last item on the Schedule, to the following effect:-
 

\*Some buildings from the adjoining plot have been found to encroach slightly upon this plot. This plot is put up for auction on the special condition that the owner of the encroachments has until November 12th in which to remove such encroachments, and this right shall in no way affect the General Conditions of Sale.\*
4. At ten o'clock, when I commenced reading the Conditions of Sale, only eleven people were present.

On finishing the reading of the Conditions, I asked if anyone wished any further information, and a Mr. Block asked if two separate residences would be allowed on one plot, to which I replied in the negative. This was the only question asked.

5. The bidding at the commencement was very slow, and I received no bid at all for the first seven lots that were put up. Some more people, however, came in from time to time, until there were about thirty present, and the bidding improved slightly, although I received no bid for the eleventh lot put up. After I had offered all the plots in the order specified in the Schedule I again submitted those for which no bid had been received, and succeeded in disposing of the whole lot, the last plot, No. 14 on plan, fetching the highest price at the auction.

6. The total amount realized at the auction was Rs. 32,170, particulars of which are set out in Appendix B.

7. These plots were the subject of an auction held on the 7th April, 1913, when all except No. 1070 (purchased at this sale by Mr. Donnelly) were bought by a syndicate styling themselves the Anderson Road Syndicate, and which plots were subsequently recovered from the Syndicate.

In Appendix C I attach a statement shewing under column (1) the price realized at the Government sale of April 7th, 1913, in column (2) the price realized by Messrs. Newland, Tarlton & Co., Ltd. on behalf of

the Syndicate, and in column (3) the price realized at the sale of October 13th, 1913. From these it will be seen that the Government by re-selling these plots received Rs.23,737 more than the price realized on April 7th and Rs.370/- over the price realized at the Syndicate sale.

It might have been supposed that, owing to the Government guarantee that roads and drains would be immediately provided at Government expense, a much bigger sum should have been realized than that obtained by Messrs. Newland, Farlton & Co., and, under ordinary circumstances, this should have been the case. I find, however, on enquiry that there is a great tightness of ready money in Masrobi at the present moment, and without doubt that had a serious effect on the prices. I may add that a few days after the Government sale Messrs. Newland Farlton & Co. endeavoured to dispose of some residential plots in Parklands on rather easier terms than obtained at the sale under review, but they were unable to secure a bid, and the plots were withdrawn.

8. Arising out of the difficulty I experienced at the commencement of the sale in obtaining bids, I venture to recommend that after any auction of Government residential plots it shall be possible to dispose of the plots unsold at the auction after due notice in the Official Gazette on application, and on the terms, conditions, and stand premia at

which

which they were put up at the auction. I recommend this for two reasons: (1) that we should be obtaining revenue from plots which might not accrue until we were in a position to hold another auction; (2) that in a case such as this last sale, where we had guaranteed to construct roads and drains, if only a portion of the plots had been sold it would mean a long delay before sufficient money could be obtained to proceed with the construction, or that such construction would have to be undertaken piecemeal and probably at a greater proportionate expense.

9. As all the plots have now been sold in this area, I suggest there is no reason for delaying the construction of the necessary roads and drainage. Arising out of this construction, I would ask if it is possible to obtain compensation for undue damage to the roads by contractors and others when bringing in the heavy stone carts which will be necessary for the building operations which must shortly commence. I understand that in England it is possible and is, in fact, a common practice for the local authorities to recover damages from contractors who have unduly cut up the local authorities' roads.

10. In conclusion, I wish to record my appreciation of the services rendered by Messrs. Rawlinson and Wolfe, which resulted in the sale being completed and all the deposits collected and receipts issued within 65 minutes.

(Sd/-) Arthur C. Tannahill,  
Land Assistant & Auctioneer in charge  
of the Sale.

30.10.13.  
Oct

## NOTICE.

## Sale of Leases in Respect of Residential Plots, Nairobi.

Notice is hereby given that Leases in respect of the plots specified in the schedule hereto will be sold by Auction at Nairobi in the Railway Institute Hall, on Monday 18th October 1913, commencing at 10 a.m. Plans of the sites may be seen at the Public Map Office attached to the Survey Department, Nairobi.

Application for Maps (Nos. 3050/72) Price Re. 1, inclusive of postage must be forwarded to the Survey Department, Cadastral Branch, Nairobi, and must be accompanied by cheque in payment of same.

The right to withdraw any plots from this Auction is reserved by Government.

## Conditions.

1. Europeans only shall be allowed to bid and purchase.
  2. Each plot shall be auctioned separately.
  3. The highest bidder shall be the purchaser, and, if any dispute arises as to any bidding, the plot shall be put up again at the last undisputed bidding. The amount of the advance of each bidding shall be regulated by the Auctioneer and no bidding shall be retracted.
  4. Each purchaser shall pay to the Officer representing Government, immediately on the fall of the hammer, a deposit of 25% of his purchase money and shall pay the residue of the purchase money on or before the 1st November, 1913; to the Land Officer, Nairobi. If a purchaser shall fail to pay the residue of the purchase money on or before the 1st November 1913 the sale shall be void, and the deposit of 25% shall be forfeited to the Government. Rent payable to the 31st December 1913, as per schedule, survey fees as per schedule, and fees payable for the preparation of the deeds (Rs. 30) will be payable with the balance of the purchase money.
  5. On payment of the residue of the purchase money the purchasers shall be entitled to enter into immediate occupation, and as soon thereafter as circumstances admit a formal lease for a term of 99 years will be granted at the rental specified in the schedule. The term of such lease and the rent payable thereunder shall commence to run as from the 1st November 1913.
  6. Each Lessee shall erect within two years from the commencement of his lease a dwelling house with the necessary offices and outbuildings on his plot of approved design suitable to the locality to be built of stone, brick or concrete.
  7. Within two years from the commencement of his lease each Lessee shall completely enclose his plot with a fence of suitable design and in conformity with the Township Regulations.
  8. If a Lessee fails to complete the building and to erect the fence within the said period of two years, he shall either (a) pay as liquidated and ascertained damages for such default and not as a penalty, the sum of Rs. 15 per day for every day after the expiration of such two years until such completion, or (b) voluntarily and unconditionally surrender his lease and all expenses incurred thereunder. The lease of each plot shall contain a covenant on the part of the purchaser in the above terms, and also a proviso for re-entry on the breach of any of the covenants by the purchaser of the lease.
  9. No building shall be erected on any plot unless the plans, drawings, elevations, and specifications thereof, shall have been previously submitted to and approved by the Land Officer or such other person as he may appoint, and no building shall be of a less value than as set forth in the schedule attached. No building shall be allowed to approach within less than 20 ft. of any boundary of the plot. At least two thirds of the area of the plot shall remain unbuilt upon. All outbuildings, offices &c., shall be properly screened from view and during the term of the lease kept so properly screened from view, to the satisfaction of the Land Officer or such other person as he may appoint.
- For the purpose of determining the value of the building to be erected the following buildings only shall be taken into account.—
- (a) The Dwelling House.
  - (b) The Kitchen
  - (c) Quarters for domestic servants.
  - (d) Earth Closets.
10. The Lessee shall further submit a block plan of the plot with the position of the proposed buildings clearly defined, and showing a system of drainage, which shall satisfy the Medical Officer of Health, for properly dealing with surface water on the plot and, before any building may be occupied, the Lessee shall satisfy the Medical Officer of Health that such system of drainage has been constructed.

11. At no time shall more than one dwelling house with the necessary offices and outbuildings be erected on any one plot.

12. No building shall at any time during the term of the lease be used for any other purpose than a private dwelling house, or occupied by a person or persons other than a European, or used as a place of residence for Asiatics or natives who are not domestic servants in the employ of the Lessee.

13. Each Lessee shall connect his premises with the Town Drainage System when, in the opinion of the Medical Officer of Health, such drainage scheme is so far completed to enable the Lessee reasonably so to connect.

14. Each lease shall contain a covenant against assigning, subletting, or otherwise parting with the premises or any part thereof without the previous consent of the Governor in writing, and also a covenant to pay Rs. 15 for any such consent.

15. At no time shall any plot be subdivided.

16. The Government or such persons as shall be appointed for the purpose, shall have the right to enter, lay, and have access to water mains and service pipes, telegraph or telephone wires, and electric mains of all descriptions, overhead or underground, and the Lessee shall not erect any building in such a way as to cover or interfere with any existing water main or service pipes, or the telegraph or telephone wires and electric mains aforementioned.

17. Every purchaser shall bear the cost of the Deed, Stamps, Registration and Survey Fees, and all other expenses if any, connected with the purchase.

18. So far as applicable the above conditions shall be embodied in each lease.

Note:—On the alienation of the plots the Government undertakes to commence the construction of roads and drains serving the area with all reasonable speed. The cost of these works is estimated at Rs. 22,500, and a portion of the proceeds of the sale of the leases will be devoted to the object in view.

#### Schedule Referred to in Notice of Sale.

L. O. No.	No. on plan.	Situation.	Area acres.	Rental per annum.		Survey fees.	Minimum value of building to be erected.	Proportionate Rental from Nov. 1st, to Dec. 31st, 1913.	
				Rs.	Rs.			Rs.	Rs. Cts.
1050	2	Anderson Rd.	2-0	115	1,780	40	10,500	19	17
1051	3	do	2-0	115	1,780	40	10,500	19	17
1052	4	do	2-0	115	1,780	40	10,500	19	17
1053	5	do	2-0	115	1,780	40	10,500	19	17
		Extension of 6th Avenue.							
1054	6	do	2-0	86	1,660	40	6,000	14	34
1056	8	do	2-03	87	1,670	40	6,000	14	50
1057	9	do	2-08	87	1,670	40	6,000	14	50
1058	10	do	2-04	88	1,670	40	6,000	14	67
1059	11	do	2-08	89	1,680	40	6,000	14	84
1061	13	do	2-51	108	1,750	46	6,000	18	00
1062	14	do	2-47	106	1,750	40	6,000	17	34
1063	16	Valley Road	2-00	86	1,660	40	6,000	14	34
1064	17	do	2-00	86	1,660	40	6,000	14	34
1065	18	do	2-06	86	1,660	40	6,000	14	34
1066	19	do	1-88	81	1,640	40	6,000	13	50
294	294	Bishop's Road	1-85	80	1,640	40	6,000	13	34
295	295	do	1-85	80	1,640	40	6,000	13	34
1070	15	Circular Rd.	2-300	97	1,700	40	6000	16	17

Map No. 3950/72, price Re. 1.

Nairobi,

September 13th, 1913.

B. BARTON WRIGHT,

Land Officer.

I hereby certify that I have purchased the right to lease \_\_\_\_\_ No. \_\_\_\_\_  
 at \_\_\_\_\_ on behalf of \_\_\_\_\_  
 for the sum of Rs. \_\_\_\_\_ and agree to the conditions set out above.



APPENDIX B  
 REC.  
 Recd 5 DEC 13

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Lot No.	L.O. No.	Situation	Bidder	Purchaser	Purchase Price Rs.
1.	1080	Andersen Road, Nairobi	L.A. Wright	Himself	1800
2.	1081	" " "	C.W. Hurst	Himself	1780
3.	1082	" " "	P.A. Raphael	Himself	1780
4.	1083	" " "	A.F. Maerac	Himself	1780
5.	1084	Sixth Avenue Extension	J.G. Davidson	G.W. Cearn	1660
6.	1086	" " "	A.L. Bleck	A.L. Bleck & M. Harris	1670
7.	1087	" " "	Ditto	Ditto	1680
8.	1088	" " "	A.L. Bleck	Ditto	1670
9.	1089	" " "	L.A. Wright	T. Hilton	1680
10.	1091	" " "	J. Mackinnon	Himself	1780
11.	1092	" " "	M.W. London	Himself	2250
12.	1093	Valley Road	F.K. Webber	Mrs. E.H. Webber	1660
13.	1094	" " "	S. Haller	S. Haller & J. Rifkin	1660
14.	1095	" " "	S. Haller	S. Haller & J. Rifkin	1660
15.	1096	" " "	A.L. Bleck	A.L. Bleck & M. Harris	1640
16.	294	Bishop's Road	J.G. Davidson	G.W. Cearn	2080
17.	298	" " "	A.F. Maerac	M. McJohn	2100
18.	1070	Stourard Road	S. Donnelly	Himself	1700

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No. of Plot	(1) Price realized at Government Auction of 7/4/13.	(2) Price realized at Auction by Newland, Pariton & Co. Ltd.	(3) Price realized at Government Auction of 13/10/13.
	Rs.	Rs.	Rs.
1050	480	1550	1800
1051	480	1700	1780
1052	480	1550	1780
1053	480	1650	1780
1054	360	1650	1680
1056	365	1800	1670
1057	365	1800	1880
1058	367	1900	1670
1059	374	2000	1680
1061	452	1750	1750
1062	448	1700	2250
1063	360	1700	1680
1064	360	1700	1660
1065	360	1700	1660
1066	339	1900	1640
294	333	1950	2080
295	333	2100	2100
	Rs. 6,733	Rs. 30,100	Rs. 30,470

8



Gov. 4/1873/1913  
E.A.P.

201

G.D.  
17 DEC  
11

82

17 December 1913.

Sir,

I have the honour to  
acknowledge the receipt of Mr  
Bowring's despatch, No. 882,  
of the 10<sup>th</sup> of Nov. and to  
~~inform you that forwarding~~  
a copy of the Report of  
the Land Assistant on  
the sale of residential  
plots at Nairobi, held  
on the 13<sup>th</sup> of October

*[Signature]*

DRAFT.

E.A.P.  
No 1065  
Gov. Selfield

MINUTE

- Mr. Harper 12/12/13.
- Mr. Bottomley 12/12/13
- Sir G. Fiddes.
- Sir H. Just.
- Sir J. Anderson.
- Lord Emmott.
- Mr. Harcourt.