

Messrs. A. M. JEEVANJEE & CO.

672

File No.....

1ST PRESS, NAIROBI.

SUBJECT.

REFERENCE TO
OUR
CORRESPONDENCE.

Correspondence & documents referred to
in report on Market Plot.

Memo. 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 Township Committee of the other part and herein described as the 2nd party, whereby the 1st party having erected a stone and iron building for use 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.

It is agreed that so long as the building is in proper repair and order it shall be continued as the Public Market, and that no other market-place of ~~an~~ a similar nature will be opened in Nairobi during such occupancy. It is further agreed by the 1st party that they will when reasonably required to do so extend the present building to meet the market requirements from time to time.

All rents for stalls shall be fixed by the Township 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.

All charges for water^r and light supplied to the building shall be a charge against the 2nd party.

The 1st party shall not sell, let or hire or in any other way dispose of the market or any 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 on in the market.

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In reply please quote
No. 209/42/547/874.

Land Department.
Nairobi, 16th April, 1910.

Sir,

With reference to your letter of the 9th instant, I have the honour to forward herewith a copy of the memorandum drawn up and signed by Messrs Ainsworth, Jeevanjee and Barten-Wright, which was to constitute the basis for ~~an~~ agreement for the Market Site. The document has, until recently, been in the Provincial Commissioner's Office, Mr. Hopley having transferred the papers to me.

Enclo.1.

I am, Sir,
Your obedient servant,

(sd) G. H. Campbell.

for Land Officer.

The Hon. Mr. A. M. Jeevanjee,
Nairobi.

Copy.

Basis- Basis of Agreement.

" A 50 years' Lease of the land at a nominal rent to be granted to Messrs A.M.Jeevanjee and Company, on condition that the building on the land be used only as a public market, and that the building or buildings be kept in proper order and repair by Messrs Jeevanjee.

Jeevanjee to submit to a clause that should at any time in future- the future and during th term of 50 years the local authorities make any reasonable request for increased accomodation to meet the ther existing requirements that he, Mr. Jeevanjee, will build same, and for this purpose sufficient land to be reserved round the present building ".

For further consideration.

" That should Messrs Jeevanjee before the expiration of the 50 years rebuild the Market in stone an extension of the lease to 99 years to be considered ".

ADDITIONAL CLAUSE:

" That should the Municipality ever agree or arrange to purchase the Market that the ~~xxxxxx~~ lease would go over to the Municipality also".

No.87/4.

Nairobi, 10th January, 1923.

Sir,

Re A.M.Jeevanjee & Co's Right to Market
in Nairobi

In reference to the above matter which we believe you have now under your consideration, we would draw your attention to notice in large print appearing in Daily Leader of Wednesday, January 8th 1923 on page 4 which announces that markets will be conducted three times weekly by Messrs Wessels and Co

It is quite clear that they allowing of a Market at this time would be indirect contravention of the agreement come to with Mr. Jeevanjee when his Market was erected.

We would ask you to take such immediate steps in the matter as you may find necessary.

your Obediently

Sd (Tonks Daily And Figgiss)

To
The Land Officer

Land Department
Nairobi

No. 295/4

Nairobi, 5th February 1913.

Sir,

Re A.M. Jeevanjee - Market Agreement and Others

In reference to my recent interview with you as to these agreements when it was agreed that you should approach His Excellency as to the advisability of having an interview at which all parties might be represented with a view to placing the agreements as to the various matters which have been left in an incomplete state for so many years upon a definite basis and as a result that the various leases which have been withheld may be granted. I am urged by my clients to have the interview at the earliest possible date, as we understand that Mr. Ainsworth who would be one of the most essential parties to be present is shortly leaving the Protectorate and it is most desirable that a final settlement of these matters should not be delayed.

Yours obediently,

(Sd.) E. K. Figgis.

Tonks, Daly & Figgis.

To

The Land Officer,

Nairobi.

Copy

No. L1475 L/S.

Land Department .

Nairobi, 15th February , 1913

Gentlemen .

in re A. M. Jeevanjee & Co .

in reply to your letter No, 295/4 of the 5th inst
 at I would say that His Excellency whom I approached agreed
 with me that it was highly desirable that these old outsta
 nding matters should be cleared up and i much regret that the
 pressure of the business has made it impossible to go into
 the cases prior to His Excellency's departure on safari .
 On his return early next month i will reopen matters .

I am, & c,

(Sd,) C H Cambell .

For Land Officer .

Messrs Tonks Daily & Figgis .

in 1902, after the outbreak of Bubonic Plague in Nairobi it was decided to lay out a new Bazaar Sites.

The present sites was selected. in the same year a question was raised with regard to the establishment of a public Market other than a purely Native Market which was already established, wherein fresh food could be sold under sanitary condition, ther then being in existence a row of temporary booths were erected by Messrs. Jeevanjee & co to meet the temporary requirements of the town. Messrs. Jeevanjee & co drew the rents and the Municipality collected fees).

No funds were available for the building of a market, and it was impossible for at the time to obtain money for the purpose. Consequently I interviewed Messrs. Jeevanjee & co. (the only people then living in the town who were in a position to meet our requirements, this firms was established at Nairobi as Railway contractors, & co) The firm agreed later on in the year to build a public Market on a site to be pointed out by us for the purpose. I selected the site behind the Public Garden, then being laid out .

So far as I can gather from the papers now before me, and insofar as my memory will aid me at this distant date, the understanding was that a market should be erected, and that when erected it should be used as a Municipal Market. it was arranged that the market building would belong to Messrs. Jeevanjee & co, but that it should be controlled by the Municipality. that the firm should take the rents, for which the stalls were let, but that the amount of the rent per stall should be fixed by the Municipality. it was further arranged that the right to rent the stalls should be put up annually between the owners of the market and the municipality

It was further arranged that the right to rent the stalls should be put annually to auction and that the proceeds of such auction should be divided equally between the owners of the Market and the Municipality. The owners were to keep the building in a proper state of repair to the reasonable satisfaction of the Municipal Committee. Messrs A. M. Jeevanjee & Co. were to have a 50 years' lease of the land on which the market stood, and a reasonable amount of additional land on the two sides and back for possible extensions and other business that might be connected with the market; and that inasmuch as the building to be erected was for the use of the Municipality, a nominal rent only should be charged, provided, however, that such land could not be used for any other purpose except a market or business connected therewith.

It was understood that so long as the building was maintained, and if necessary, added to, to the satisfaction of the Municipality, it would, to the extent of the term of the lease, be used as a market and that so long as the market met the requirements of the town, the Municipality would not open a similar market.

It was quite understood that the auction proceeds should be divided between the Municipality and the owners, also that the stall rents should go to the owner, the Municipal fees going to the Municipality.

As regards the extent of land involved, there never was any mention as to the actual area. Owing to the fact that the entire arrangement was for the benefit and use of the Municipality and not for private enterprise, the question of area at the time appeared of no particular importance. I think it would have been quite possible that had a Surveyor been available at the time, he would have received instructions to have surveyed the area shown on the plan of 1904, (V. L. O. File No. 209/425). It must be further remembered, however, that at the time there was no Land

Land Office, as such, or Survey Department in existence. 681

I personally regarded Messrs Jeevanjee & Co. at the time more in the light of moneyed people willing to come to the aid of the Municipality, certainly not as pure philanthropists but possibly as persons willing to meet our requirements with the hope that at some future date the outlay would bring some return. I certainly at the time did not think that there would be any immediate return in comparison to the expenditure involved.

The elder Mr. Jeevanjee after the erection of the market offered to the town a marble statue of the late Queen Victoria and further offered to erect walls and railings, etc., round the Public gardens opposite the market. This offer was accepted by H. M. Commissioner and the work was subsequently completed. These various matters marked Mr. Jeevanjee as a man interested in the Town, and I feel convinced that had he not been met by all this opposition and difficulty, he would, among-ether- amongst other things, eventually have handed over the market as a present to the Town with the proviso, probably, that it be called the "Jeevanjee Market".

It is an undoubted fact the firm of Messrs Jeevanjee & Co. came forward to the assistance of Nairobi at a time when we had no money and when no one would have invested any considerable sum in the place. The firm may have had a long-sighted policy. I think, however, myself that ~~the elder~~ they (the elder Mr. Jeevanjee more particularly) were more actuated by a desire to really help the Government at the time, and thereby bring their name and their action prominently to the notice of the Government.

I do not think even now that a settlement of the present difficulty is a question of money. I think it has more to do with the idea that certain rights are being denied, and as a consequence the firm feels that they are being subjected to injustice.

Mr. A.M. Jeevanjee

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Mr. A. M. Jeevanjee at an interview on the 23rd July, 1906, subscribed to the following memo, as the basis basis of an arrangement : -

" 50 years' lease of land on nominal rental, condition that building on same to be used only as a public market and that the building and "(er)" buildings be kept in proper order and repair by Jeevanjee. Jeevanjee to agree that at any time in the future, should the local authorities require it, and it be necessary, he will add to the present buildings sufficient to meet the requirements from time to time. For this purpose sufficient land to be reserved round present building.

(sd). A. M. Jeevanjee.

" John Ainsworth.

" R. B. Wright. "

As regards the holding of an Agricultural Show on the ground behind the market, I believe, that it was subsequently arranged with Messrs Jeevanjee & Co., that we should use the back part of the market building which had no stalls, as a show room for vegetables, etc., and that outside ground should be fenced and cattle stalls, horse boxes and sheep pens should be built thereon by Jeevanjee for the use of the Society, and that the Society should pay a sum of Rs.40.- for the use of the room and ground for the show. I believe that Messrs Jeevanjee fenced the land to meet these requirements.

I believe it has been suggested by Messrs Jeevanjee & Co. that on the establishment of the Public Market no one was to be allowed to sell meat or other perishable goods at any other place other than in the market. This was never intended. By reference to the Rules, dated May 19th, 1904, issued under the East Africa Townships Ordinance, 1903, provision was made for the opening up of shops for the sale of perishable foodstuffs. I personally drafted the original rules which were subsequently put into legal phraseology by the Crown Advocate (then Mr. Barth). It will, therefore, be seen that there was no idea or intention of confining

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(Memorandum by Mr. Ainsworth d. 31.3.1913, p.5).

the sale of such commodities to the public Market.

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The foregoing would seem to close this matter in so far as I am concerned. I cannot think of any other point that would be of interest. I would, however, remark that, in my opinion, had the matter been dealt with in 1904, in a matter spirit more consonant with the justice of the case, it would have been settled long ago.

sd. John Ainsworth.

Kisumu.

Provincial Commissioner.

31st March 1913.

Nairobi, 9th August, 1913.

Sir,

A. M. Jeevanjee & Co.

In pursuance of the interview which our Mr. Figgis had with you on the 29th ultimo, in company with Mr. A.M. Jeevanjee and his Nairobi Agent and having discussed the substance of the interview we now write you a confirmatory letter for the purpose of trying to bring the various matters at issue to a head.

Re Lease of Market Plot.

No lease of this plot has yet been granted and as there seems to be difference of opinion not only between the proposed lessees and the Government in E. A. at present but also between the various Government Officials who have had to deal with the matter it would appear useless to prolong the controversy,

We would ask you therefore to have a draft lease prepared in the form in which the Government ~~XXXXXX~~ propose to grant it. If the lease and the plan are in accordance with ~~XXXXXXXXXXXX~~ what our clients consider their agreements to be it will be returned approved and if it is not, we shall be in a position to have a final determination of what form the lease should actually take.

Yours obediently,

(s.d. sd.) Tonks, Daly & Figgis.

To,

The Hon. The Land Officer,

N a i r o b i .

East Africa.

Sir,

Re Public Market, Nairobi.

We are instructed by our clients, Messrs A.M.Jeevanjee and Co., to reply to your letter No. S./8013 of the 19th March, 1914, in reference to the above matter. Further than the minutes and correspondence copies of which are in the files of the Land Office our clients have nothing, as far as we are aware, defining the terms of their agreement with the Government. Mr. A. M. Jeevanjee has been in India for some time and Mr. T. M. Jeevanjee has just left for India. So we can't give you an absolutely definite reply on this point.

You will remember that the whole question of the market monopoly or lease was gone into last year when Mr. Ainsworth came up to give his statement as to circumstances under which the agreement was arrived at and a copy of the minutes of the interview and Mr. Ainsworth's report can be obtained from the Land Officer. The whole position as to the market is at present most unsatisfactory. We have been trying to obtain the lease for some years, but have not yet been favoured with even a draft lease for approval.

Our clients are quite satisfied as to what the agreement was and it appears to me that the Government records should be such as to enable the Land Officer to submit a draft lease.

We have pointed out some time ago that our clients were most anxious to have the Government's proposals as to all their agreements which have been kept pending for such a long time, put in writing and drafts of leases submitted in order that they might either be agreed to or the question referred to the Colonial Office. Our clients are anxious to be able to lay their case, before if necessary, before the Colonial Office while our Mr. Figgis is in England and it will be most unsatisfactory if he has to deal with the matter before the draft leases have been submitted.

With regard to

(Messrs Tenks, Daly and Figgis' letter to the
(Government dated ? continued, p. 2.).

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With regard to the particular subject of your letter
under reply we fear we can't at present furnish you with
any information further than that which can be obtained
from the Land Office files.

Yours obediently,

The Hon. The Chief Secretary,

to the Government.

No. 292/14.

December 687
Nairobi, 18th September, 1914.

Sir,

Re Jeevanjee Market.

Your letters No. 329/39 of the 26th November and No. 347/39 of the 4th December 1914, have been placed in the our hands together with the remainder of the correspondence in reference to the Market question.

Our clients have expended a considerable amount of money this year in carrying out structural alterations in pursuance of your directions. They as lessees, were under a legal liability to do this but they have met with the wishes of the Government so far.

It is their quite unreasonable however to supplement the earlier directions with a fresh batch which would entail further considerable expenditure especially as they have not yet been favoured with even a draft lease by the Government.

In the circumstances we are referring this matter to His Excellency for his direction. We shall endeavour to deal with the matter as expeditiously as possible.

Yours obediently,

sd. Tenks, Daly and Fggis.

The Director of Public Works,

Nairobi.

No. S. 3084.

The Secretariat,

Nairobi, 6th January '15

Gentlemen,

In reply to your letter of the 18th ultimo, I have the honour to say that I shall be very glad to discuss the various matters outstanding between this Government and Mr. A. M. Jeevanjee, when the latter arrives in Nairobi towards the end of this month.

2. In the meanwhile I agree that the repairs to the market may stand over pending the result of our conference.

I have the honour to be,

Gentlemen,

Your most obedient servant,

(Sgd.) C. C. Bowring,

Chief Secretary.

Messrs Tonks, Daly & Figgis,

Nairobi.

No. L. 476. {

in pencil.

{ The remarks are I think those
of the Lnd Officer.)
- - - - -

Col. M.: -

7. Jeevanjee Market Site - " Jeevanjee built the market in 1901 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 a nominal rent, on condition that building on the same be used as a public market only, and that that the building is 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 15 years re-build 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 appointment of the fees and stand-premium realised from the sale of the stalls. The Crown Advocate

The Crown Advocate will be consulted on this point. "

His Excellency. - " To Crown Advocate and Municipal Council. "

Remarks.

" Col. Montgomerie's note correctly states the facts.

" I append the Municipal Council's recommendations with which I concur",

Col. M.: -

8. Town Hall Site.- " Here again Mr. Jeevanjee built the Town Hall before obtaining the- any lease. He then lease the building to the Municipal Council by an agreement for 10 years at a rental of Rs.1000.- 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 possession regarding ^{this} the building.

" Mr. Allen, who was acting for Mr. Jeevanjee, urged that his client was entitled to a lease at that- on the terms which has been usual in his building leases at that time, i.e. that he should be given a 99 years' lease of the land on which the first ten years should be at a nominal rent; 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.15000."

"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 the condition; but he has since agreed to do so and leaves it to the Government to fix the rent after the 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 the rent prevaili^{ng} for land of that class at the time.

" I recommend That a lease

(Minutes by Col.M. dated ?) .p.3

I recommend that a lease be now given to Mr. Jeevanj on these terms, the ~~xxxx~~ rent of the land after the first ~~xx~~ 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."

His Excellency- "To Municipal Council for their views."

Remarks.

"Council Montgomerie's note correctly sets forth the fact I appeal the recommendations of the Municipal Council. If I favour the recommendations made by Col., Montgomerie; 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 given. Had this concession been one easily met I would have asked that it be made, but for the reasons above stated I think, it would be advisable to refuse it."

No. 7156, Part II.

Land Department,

Nairobi, 24th June 1911

Gentlemen,

RE Messrs A.M. Jeevanjee & Co's Market
Lease, Nairobi.

I beg to enclose herewith a copy of the draft lease
therein.

The draft as it was originally drawn by this department
is shown in black carbon, and the alterations thereto,
as proposed by the Municipal Committee, in purple ink.

Please consider this as two alternative forms
of lease for your consideration, and favour me with your
clients' remarks thereon, in due course.

I am Gentleman,
Your obedient servant,
(Sd:) Edward Barret,
for Land Officer.

Messrs Tonks, Daly & Figgis,

Solicitors,

Nairobi.

No. 320/7.

Nairobi, 28th June 1915.

Sir,

Re Jeevanjee Market Lease.

Our clients has now perused the document submitted by you, and instructs us to return the same to you.

Our client cannot agree to accept or approve a lease document which is really an agreement for the conduct of a Market. We think you will agree that the main portion of the matters dealt with in the document should, if agreed upon, be the subject of an entirely independent agreement.

Our client wishes a draft lease in accordance with the agreement entered into with Mr. Ainsworth himself and yourself.

It would be very inconvenient to amend the draft in its present form as our client does not in any way recognise the Town Clerk in the matter.

We return the draft herewith.

Yours obediently,

(Sd.) Tonks, Daly & Figgis.

To,

The Hon. The Land Officer.

Nairobi.

No, 7156.

~~XXXXXXXXXX~~

Land Department.

Nairobi,

E. E. A. 3rd July 1915.

Gentlemen,

Re Jeevanjee Market Lease.

I have the honour to refer to your letter of the 28th ultimo herein, and note that your client does not recognise the Town Clerk in this matter, but should be glad to know if he agrees to the draft lease originally drawn by this Department as shewn in black carbon.

I return the draft lease herewith, and shall be glad if you will favour me with a reply at your earliest convenience.

I am Gentleman,

Your obedient servant,

(Sd.) Dundas, L. W.

for Land Officer.

Messrs Tonks, Dalry & Figgis,

Nairobi,

No, 15/358.

WITHOUT PREJUDICE%

Attorney General's Office,

Nairobi,

B. E. A. July 6th, 1915.

Gentlemen,

Re Jeevanjee Market Site.

I have the honour to state that I have received instructions from the Government to inform you that unless Mr. Jeevanjee intimates, within seven days from the date thereof, that he accepts the terms of the draft lease of the above site submitted to him by the Hon'ble the Land Officer, proceedings will be taken forthwith on behalf of the Crown to recover possession of the land,

I have the honour to be,

Gentlemen,

Your obedient servant,

(Sd.) J. W. Barth,

Attorney General.

To Messrs Tonks, Daly & Figgis,

Advocates,

Nairobi.

Nairobi, P. O. Box No 24

July, 8th 1915.

(This letter is not "without prejudice" and will be exhibited in Court in the event of any action being taken by Government)

Sir,

Re Jeevanjee Market Site.

Your letter of the 6th instant, No. 15/368 to hand. We presume the heading "without prejudice" to be an error as your letter is merely a notice that action will be taken if your client does not accept the Government's draft Lease within seven days without amendment.

We had already communicated with the Hon'ble the Chief Secretary to the effect that our client wishes the question as to the Market Lease to be referred to the Secretary of State for the Colonies.

There are several points in the draft lease which require consideration and which we are not yet in a position to deal with.

In the draft submitted there is no adequate description of parcels, and further there is reference to a plan, but no copy of the plan has been submitted.

We have written the Hon'ble the Land Officer for these further particulars.

We quite admit that the question of the omission of the clause dealing with the right to monopoly is the one as to which there appears at present to be a deadlock between our client and the Government, but we would point out that the omission of the clause in question could not affect the rights of the Government if no monopoly exists.

Our client is not asking that a clause be inserted giving him a right to a monopoly but he naturally objects to signing away what he considers to be his rights by allowing an unnecessary clause to be inserted in his lease.

-2-

He instructs us to make it perfectly clear that, in asking for the omission of this clause, he is prepared to abide by the decision of the Secretary of State for the Colonies as to whether he is entitled to a monopoly.

We are writing the Chief Secretary to the same effect and a copy of this letter will be forwarded to the Secretary of State.

We have the honour to be,

Sir,

Your obedient servants,

To

The Hon. The Attorney General.

Nairobi.

*made on behalf
of the Lessees subject
to the conditions of the
said indenture*

THIS INDENTURE made the _____ day fo 19

BETWEEN HIS MOST GRACIOUS MAJESTY KING GEORGE THE FIFTH
(herein after refe red to as His Majesty which expression
shall where the context is so admits include His Heirs and
successors) of the one part and *Allitha Mulla* JEEVANJEE
AND ~~JEEVANJEE~~ trading together under the name or style of
A.M. Jeevanjee and Company at Nairobi and elsewhere in the
East Africa Protectorate and in India General Merchants
(hereinafter referred to as the Lessees which expression
shall where the context so admits include their respective
heirs executors administrators and assigns) of the other
part WITNESSETH that in consideration of the rent hereinafter
reserved and of the covenants by the Lessees hereinafter
retained or implied by virtue of the provisions of the Crown

Lands Ordinance ¹⁹¹⁵ ~~1907~~ His Majesty doth hereby demise unto
the Lessees ALL that piece or parcel of land situate in the
Township of Nairobi in the Nairobi District of the Ukamba
Province of he East Africa Protectorate being *Sub Division
No 425 Section No XVIII Parklands 3 meridional
District South of 92*

containing

*the plan submitted
shows well
over a hectare
on Stewart Street
In pursuance
of our interview
we understand
this encroachment
is noted and
permitted and no
objection will be
taken in reference
to it now
will any objection
be raised to
building on
the present
structure
by reason
of the said
encroachment*
in the whole 3,383 acres or thereabouts more particularly
delineated and described on the (plan) annexed hereto and
thereon bordered with ~~and~~ together with all the buildings
erected thereon TO HOLD the same unto the Lessees for the
term of 50 years from the date hereof Subject save where
expressly herein otherwise provided to the provisions of ~~the~~
the said Crown Lands Ordinance ¹⁹¹⁵ ~~1907~~ and especially the
~~provisions contained in Article 16 thereof and to the rules~~
for the time being in force under said Ordinance YIELDING
AND PAYINGth rfor for the said term the yerly rent of Rs.
15/- in advance payable on the first day of January in
every year and so in proportion for any less period that

one year AND the Lessees do and each of them doth thereby jointly and severally covenant with His Majesty in manner following that to say :-

- (1) To pay the said annual rent hereinbefore reserved at the times and in manner aforesaid.
- (2) To bear pay and discharge all existing and future rates and taxes assessments duties and impositions and outgoings whatsoever imposed or charged upon the demised premises.
- (3) To use the buildings now standing on the said piece or parcel of land and any buildings hereafter erected thereon for the purpose of a Public Market only.
- (4) To keep the said buildings and any further buildings so erected as aforesaid in good and tenantable repair and condition.
- (5) To build such further buildings as may be necessary for the purpose of the said public Market from time to time to the opinion and at the written request of Government
- (6) To set aside or allow or cause to be set aside on some convenient part of the demised hereditaments and premises suitable and sufficient space for latrine accommodation for the users of the said Public Market to the satisfaction of the Municipal Committee for the Town of Nairobi and to allow the said Committee and its servants and workmen full and free access thereto for ^{all purposes herein provided for} ~~all purposes~~ at all times during the term hereby granted.
- (7) Not to assign sublet or otherwise part with the possession of the demised premises or any part thereof without the previous consent of the Governor in writing.
- (8) To pay the sum of Rs. 15/- for every such consent as last aforesaid.
- (9) To pay the costs of the preparation of this indenture amounting to Rs. 45/- PROVIDED always and it is hereby agreed and declared by and between the parties hereto as follows;

*Further stone
structure may
be erected on
the foundations
by lessee*

(1) That if at any time before the expiration of the term hereby granted the Lessees shall rebuild or cause to be rebuilt the said buildings comprising the aforesaid Public Market in stone on a stone foundation and roofed with iron or tiles or other approved material according to plans Elevations Sections and Specifications to be prepared by ~~me~~ and at expense of the Lessees and to previously approved in writing by the Land Officer then this present demise shall upon the writing request the Lessees be extended for a further period of 49 years from the date of expiration of the term hereby granted upon the terms and conditions herein set forth this present clause for extension only excepted.

*This clause is
necessary for
the purpose of
not to leave
the question
to whether*

(2) ~~That nothing herein contained shall be deemed to create in or for the Lessees a Monopoly for the holding of a Public Market.~~

*to whether
is established
a monopoly
of the decision
Secretary of
State. The
inclusion of this
clause does not
imply a monopoly
not at present
exists*

(3) That if the rent hereby reserved or any part thereof shall be in arrear and unpaid for 21 days after the same shall have become due (whether legally demanded or not) or if there shall be any breach non-observance or non-performance of any of the covenants and agreements on the part of the Lessees herein contained or implied by virtue of the said Crown Land Ordinance ¹⁹¹⁵ 1902 the and in such cases it shall be lawful for His Majesty to enter into and upon the demised hereditaments and premises and the buildings for the time being erected thereon or any part thereof in the name of the whole and the same to have again and repossess as of his former state and thereupon this demise shall absolutely cease and determine and all monies paid thereunder shall be forfeited to His Majesty but without prejudice to any right of action or any claim His Majesty may have against the Lessees in respect of any such breach non-observance IN WITNESS etc.

COPY

27th April 1921.

K. J. Muir Mackenzie Esq.

Attorney General's Office,

Nairobi.

Sir,

MARKET AND TOWN HALL.

In reference to our recent interview, I have seen Mr. A. M. Jeevanjee and find that, for the purpose of settling these long outstanding questions, he is prepared to put forward certain offers of settlement which appear to be more reasonable:-

Re MARKET

Mr. Jeevanjee has expended well over Rs. 100,000 on these buildings and the plot is a most valuable one. It is also certain that if the market were run by the Municipality it could be made a most paying proposition- whereas under the present arrangement of dual control, this is not the case.

Mr. Jeevanjee offers:-

- (1) To sell his entire interest in the building and plots for £30,000.
- or (2) To lease the premises and plot for the monthly rent of £300
- or (3) To retain the lease and run the Market on the following lines:-

- (1) Municipality to take taxes
- (2) Rents to be in sole control of the owner.
- (3) Management to be in sole control of the owner.
- (4) Sale of similar commodities under licence from Government to be restricted to cases in which the Jeevanjee Market cannot fulfil requirements of the Township and only

to be issues with the expressed approval of His Excellency the Governor.

- (5) Government to make up the difference between the actual receipts from the Market and 10 per cent on the value of the plot and buildings, which is estimated for this purpose at £30,000.

We would point out that at present the Municipality are making more out of the Market than the owner who has expended such a large amount of money on buildings and up-keep and, further, that we have had the valuation checked by a competent European Valuer who informs us that it is below the value at which he could assess it.

RE: TOWN HALL (COURT BUILDINGS)

This is one of the most valuable plots in the Township, and a reference to the correspondence and draft Lease can leave no doubt that Mr. Jeevanjee was not prepared to erect the building on the same terms as ordinary residential buildings.

The final draft agreed was signed on behalf of our client and approved and witnessed by Messrs Sanderson and Margraves. There is, therefore, no doubt that Mr. Jeevanjee is entitled to a lease of this valuable plot.

To accommodate the Government Mr. Jeevanjee is prepared to release his claim to the lease for so long as the plot may be required for genuine Government purposes, and to accept in exchange a suitable plot elsewhere, but preferably in Sixth Avenue, where we understand a plot is available, and was actually ear-marked for this exchange.

Yours ~~kind~~ obediently

C O P Y.

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P. O. Box No. 139.

Land Department,

Nairobi, May 26th, 1921.

In reply please quote No. J. 7156 II and date

Gentlemen,

With reference to my No. 7156/II of November 24th, enclosing engrossed lease, I am directed to inform you that unless the Lease for the above Market is accepted and executed before June 30th, 1921, proceedings for ejection from the above site will be taken.

I am to add that this decision has been arrived at after full consideration of the offers made on behalf of your client Mr. A. M. Jeevanjee in your F.J. of the 27th April 1921, addressed to Mr. Muir Mackenzie.

This notice is final.

I am

Gentlemen,

Your obedient servant,

(Sgd.) A. E. Townsend,

Ag. Commissioner of Lands.

Messrs Daly, Figgis & Rees

Solicitors,

Nairobi.