

EAST AFR. PROT

25555

26398

REC
JUL 31 1913

1/12

Wisdom Chan

1913

30 July

Last previous Paper

Land leased to Mohamed Hanaf

States areas in which a 10 years lease of 22 acres of land at Nairobi was granted in Aug. 1908, and submits case for extension of lease or part of other land in exchange.

to Read

to Harrison called here a day or two ago & told him that if he wd. put the case in writing, his letter wd. be referred to the Gov. in his absence.

? copy to Gov. for opinion
+ inf to H. that this has been done.

all

1/11/13

at once

H. J. H.
6/1/13

P.D.
R. 2/1/13
5

copy for Gov. case 4/1/13
and 35274

FORBIA WLD 807-33
MAY 11/12 A.R.W.

Next subsequent Paper

35274

L O N D O N.

July 30th, 1913.

To The Under Secretary for the Colonies,
 COLONIAL OFFICE.

Sir :-

I have the honour to refer to my interview at the Colonial Office today in connection with the lease of 22 acres of land at Nairobi, to an Indian the name of Mohamed Hanif, when I was requested to state the facts in writing so that the question may be referred to the authorities in East Africa.

I may say that I am a solicitor and have been practising in Nairobi for between nine and ten years and am now on a holiday in England. For a short period before I left, my firm had been acting for Mohamed Hanif in reference to his land and after some interviews with the Land Office and an inspection of the correspondence that has passed between Mohamed Hanif, whom I may call the petitioner, and the Government, we had to inform him that we could get no better terms for him than those already offered to him by the Land Office. As he feels most deeply about the matter and thinks he is being harshly and unjustly treated, he has begged me to bring to your notice the threatened confiscation of his land and endeavour to obtain for him better terms than those offered.

The facts are as follows :-

In August, 1903, the Petitioner applied for a certain piece of land on the then outskirts of Nairobi, in the vicinity of the Somali camps. He had interviews with the Land Officer, Mr. Barton Wright, and he is most positive that during the course of these interviews the question of his erecting a building on the land he had applied for was raised ~~and that he was raised~~ and that he was verbally promised an extension of his lease should he build a house of approved design. In the letter from the Land Officer, of the 12th August 1903, in which he grants the Petitioner's application for the land - occur the following words, "if a dwelling-house be

Continued.

-2-

erected, it must be of a substantial and permanent character, of a plan approved by the Government authorities; beyond this the only permissible building will be one to admit of a caretaker or "showkader remaining on shamba". This rather goes to support the Petitioner's statement that the question of his erecting a dwelling-house had been raised and it would certainly not be reasonable to expect any lessee to erect a dwelling-house of a substantial and permanent character, on a lease for 10 years with no possibility of an extension. The lease to the Petitioner was dated the 8th of September, 1903, the term of it being for 10 years from that date and it contained a covenant by the lessee in the usual form, that he would not, without the previous sanction of the Commissioner, erect any building on the land except a showkaders hut - which carried out the terms previously agreed upon in the letter of the 12th August referred to.

By this deed the Petitioner became the lessee of 22 acres of land, which at that time was locked upon by the Government as virtually of no value. This fact should not be lost sight of and as instances of the manner in which the land at Nairobi was allotted in those early days may be mentioned the large grants in what is now almost the centre of the town to Cross and Price, both of them coloured men. The Petitioner's land was a good deal further away from the Government offices and bungalows, which in 1903 virtually formed the town and was close to the locality which had then been set aside for, and is still used as a Small Location. It is not necessary for me to mention how great a change has taken place since the Petitioner got his lease, but the consequence of it is that his land is now of considerable value, and naturally much coveted for occupation by the Europeans.

At the end of 1905, the Petitioner submitted a plan of a building he wished to erect on the ground, but permission was refused both at that time and on various occasions since, on the ground that the land had only been leased to him for purposes of cultivation. The Petitioner, has however, planted a considerable portion of this land with fruit trees, under the belief

*be done
with
of
the
copy of
the
the
with
the*

Continued.

that the Government would grant him an extension of his term and these trees now are to begin to bear and in a short time should yield him a handsome return.

The Petitioner was formerly a sub-Inspector in the M.A. Police Dept.; but since he resigned has given his whole time to his fruit growing on the land in question and has no other occupation.

A good many of the leases to Indians which were originally for 10 years have already expired since the commencement of this year and in several cases, I believe, an error in saying that an extension of the term has been granted on account of some verbal promise which Mr. Ainsworth, who was the Sub-Commissioner in Nairobi in 1903 is stated to have made to the Indians, or some of them, who took up land at that time.

There has been, I believe, a lengthy correspondence between the petitioner and the authorities in Nairobi, with reference to his lease, and this may come under your inspection and it is unnecessary for me to recapitulate the arguments he has used. He, like most Africans, sets the greatest store by his land, not for purposes of realisation, but to hold, and feels his position most keenly and as he can get nothing beyond a promise of monetary compensation for his fruit trees "when the land in question is sold by auction", he has entreated me to lay his case before you in the hope that he may be allowed to take for a further term, a portion if not the whole, of the land included in his lease and that he may receive other land in exchange for what (if any) he may lose, and that at any rate he may not receive worse treatment at the hands of the Govt. than Aladina Visram and others in respect of their 10 year leases - simply by reason of his land happening now to be in a locality that is more sought after for residential purposes by Europeans.

I have the honour to be, Sir,

Your obedient servant,

C. H. M. Harrison

P.S. Should you desire to communicate with me, my address is :- The Bath Club,
Dover Street, W.

20
R 5 AUG
1913

H.
26398:13
E.A.P.

7

7 Aug 1913.

DRAFT

C.M. Hassan Esq

Sir,
With ref^{ce} to your l^{tr} of the
1st inst to inform you that the
30th July minutes (application in

business made
available for the extension of the
lease to Mohamed Hanif of
certain land at Nairobi and for
the grant of other land in exchange,
has been referred to the Gov^{ty} of
the Col. In his opinion & that a
further communication will be
addressed to you as receipt of the

Yours reply
[Signature]
for the

MINUTE.

- Mr. Kenning 6/13
- Mr. Read 6/13
- Sir G. Fiddes.
- Sir H. Just.
- Sir J. Anderson.
- Lord Emmott.
- Mr. Harcourt.

4 [1]