



UNITED NATIONS
TRUSTEESHIP
COUNCIL



LIMITED

T/COM.2/L.3
25 April 1952

ORIGINAL: ENGLISH

COMMUNICATION FROM MR. D.M. ANJARIA
CONCERNING TANGANYIKA

Note by the Secretary-General: In accordance with rule 24 and supplementary rule F of the rules of procedure for the Trusteeship Council and in accordance with paragraphs 9 and 10 of the report of the Committee on Examination of Petitions (T/L.243 and Corr.) approved by the Trusteeship Council at its 397th meeting, on 13 March 1952, the Secretary-General has the honour to transmit to the members of the Trusteeship Council and to the Government of Italy as the Administering Authority for the Trust Territory of Somaliland, two communications dated 14 and 25 March 1952 from Mr. D.M. Anjaria concerning the Trust Territory of Tanganyika.

D. M. ANJARIA
DAR ES SALAAM
(Tanganyika).

P.O. Box 34. Dar es salaam.

25th March 1952.

Dear Dr. Buncho,

I refer to my letter of 14th March 1952^{1/} enclosing a copy of a letter addressed by me to the Chief Secretary, Tanganyika Government, and I have great pleasure in enclosing his reply and a copy of the terms which I have purchased and am enclosing for your records.

It is gratifying to note that under the dynamic leadership of Sir Edward Twinning every endeavour appears to be made to fulfil the terms of the Trusteeship Agreement on the part of the representatives of the Administering Authority but it remains to be seen how far members of the Unofficial European community are prepared to deal with non-Europeans.

Thanking you,

Yours sincerely,

(Signed) D.M. Anjaria

Mr. Ralph J. Buncho, Esq.
Lake Success,
New York.

1/ Note by the Secretariat: For text of letter of 14 March 1952 and enclosure see page.....

COPY

TANGANYIKA
Telegraphic Address:-
"Chiefsec", Dar es salaam

THE MEMBER FOR LANDS AND MINES
THE SECRETARIAT,
DAR ES SALAAM.

Ref. No. 41539/30.

21st. March, 1952.

Dear Mr. Anjaria,

Your letter of the 14th. March to the Chief Secretary has been passed to me for reply. You will be glad to learn that the conditions of disposal in the case of the hotel plots already include one:- "to allow residents and visitors of all races to use the hotel."

Yours sincerely,

(Signed) Noel Vicars-Harris.

D.M. Anjaria, Esq.
P.O. Box 34.
Dar es salaam.

/Terms and conditions

Terms and conditions which will be incorporated
in the offer of a Right of Occupancy in respect
of the Hotel Site at Tanga

1. Payment, on acceptance of the offer, of the sums specified in the fourth and fifth columns in the Schedule hereunder, together with the first year's rent.

2. Term: 99 years commencing from the date of acceptance of the offer.

3. Rent shall be payable yearly in advance and shall be subject to revision by the Governor after the expiration of Twenty years from the date of commencement of the Right of occupancy (and shall also be subject to further revision after the expiration of each subsequent period of Twenty years throughout the term of the Right of Occupancy) provided that such revisions may take place only within Five years after each of the above-mentioned revision dates.

4. The Occupier will undertake:-

- (i) To erect buildings on the land of a value not less than that specified in the Schedule hereunder.
- (ii) Within a period of Nine months from the date of commencement of the Right of Occupancy to submit to the Township Authority, Tanga (hereinafter referred to as "the said Authority") through the medium of the Chief Town Planning Officer, Dar es Salaam, such plans of the proposed buildings (including block plans showing the position of the buildings) drawings, elevations and specifications thereof as will satisfy the said Authority and as will ensure compliance with the building covenant contained in sub-paragraph (i) supra. Such plans and specifications shall be submitted in triplicate.
- (iii) To commence building operations within a period of six months from the date of notification by the said Authority, of approval of the plans and specifications, such buildings to conform to a building line decided upon by the said Authority.
- (iv) Not to erect nor commence to erect on the said land any building of any kind whatsoever except in accordance with building plans and specifications which shall have been approved by the said Authority as hereinbefore provided.

/5. No transfer

5. No transfer of the Right of Occupancy will receive consent until the foregoing covenants have been complied with except in special circumstances of which the Governor shall be the sole judge.

6. The occupier shall not at any time sub-divide the said land nor assign sublet nor otherwise dispose of the whole or any portion thereof nor of any of the buildings to be erected thereon without the previous consent of the Governor. Renting of rooms, buildings or parts of buildings in the normal course of the hotel business to be conducted on the said land shall not be deemed to be a sub-letting within the purview of this condition.

7. The occupier will further undertake:-

- (a) To use the said land solely as the site and for the purposes of a first class hotel provided that the occupier may carry on or permit to be carried on upon the said land for the convenience of residents in the said hotel and other persons resorting thereto, the businesses of a hairdresser, tobacconist, confectioner, bookseller, travel agent, chemist, curio seller and such other businesses as may add to the amenities of the said hotel and to which the Governor shall have given his previous approval.
- (b) To keep the said hotel open at all times for the reception of persons desiring accommodation therein except during such periods as the Governor shall previously approve.
- (c) That no machinery or engine if not used for the purposes of the hotel and its ancillary services will be erected or used on the said land or in any buildings erected thereon without the previous consent of the Governor.
- (d) To make adequate provisions to the satisfaction of the said Authority for the parking of motor vehicles on the said land.
- (e) To observe the provisions of the Hotels Ordinance 1945 and of any regulations made thereunder and of any enactment passed in substitution for or as an amendment thereof and for the time being in force in the conduct of the hotel.
- (f) At his own cost to demolish any buildings now standing on the said land, and remove the resultant debris, with liberty, however, and subject to the proviso hereinafter contained, to retain and make use of such of the materials so obtained as the occupier may deem fit. Provided that the Governor may, before the commencement of
/demolition,

demolition, cause to be removed from any such buildings such fixtures and fittings as he may, in his discretion require.

- (g) To allow free of charge the existing use by Government of the buildings at present standing on the said land until such time as the occupier shall deem it necessary for the said buildings to be demolished to permit of the construction of the hotel premises. The occupier will agree to give two calendar months written notice to the Land Officer at the Department of Lands and Surveys, Dar es Salaam, of his intention to carry out such demolition.

- (h) To allow residents and visitors of all races to use the hotel.

8. Failure to comply with any of the terms or conditions herein contained will be deemed to constitute good cause for revocation of this Right of Occupancy.

9. This Right of Occupancy is subject to the provisions of the Land Ordinance (Cap. 113 of the Laws) and the regulations thereunder and any enactment in substitution therefore or amendment thereof.

THE SCHEDULE HEREINBEFORE REFERRED TO:

Description of land.	Approx. Area sq.ft.	Rent per annum	Fees & Stamp Duty	Reserve Premium	Amount of Building Covenant
An area near the Post Office and the site of the old Tanga Hotel and over-looking the Harbour	129,00	For first 3 years £131 per annum and thereafter £393 per annum	£74.12	£2,065	£60,000

D.M. ANJARIA
Advocate,
Notary Public & Commissioner
for Oaths

P.O. Box 34,
DAR ES SALAAM
Tanganyika Territory

14 March 1952

Telephone: 2077 - Office
894 - Home

Dr. Ralph J. Bunche.
Assistant Secretary General.
The Trusteeship Committee.
The United Nations Organization.
Lake Success.
New York. U.S.A.

Dear Dr. Bunche,

I herewith enclose for your information a copy of a letter which I have addressed to the Hon'ble the Chief Secretary, Tanganyika Government, Dar es salaam, which is self-explanatory.

I also enclose the press clippings and the leader by the Tanganyika Standard on "Hotel"^{2/} it would be of interest to note that this newspaper which is fully aware of this racial problem in hotels has not touched on this very important aspect.

This question of racial discrimination has always been before the Visiting Missions but as we do not get either the reports of the Missions or reports of the debates and resolutions and recommendations in the U.N. we do not know the position. Unfortunately the local press also does not give much publicity to matters pertaining to this Territory though it does give reports of other conflicts in other parts of this World where some local problem might be created amongst the Asian population.

I shall keep you posted with further developments on this letter to the local Government.

Yours sincerely,
(Signed) D.M. Anjaria

^{2/} Note by the Secretariat: The newspaper clippings referred to have been placed in the files of the Secretariat and are available to the members of the Trusteeship Council on request.

COPY

D. M. ANJARIA
Advocate,
Notary Public & Commissioner
for Oaths

P.O. Box 3¹,
DAR ES SALAAM
Tanganyika Territory

Telephone: 2077 - Office
894 - Home

14 March 1952

The Hon'ble the Chief Secretary.
Government of Tanganyika.
Dar es salaam.

Dear Sir,

I have read with great interest and pleasure the announcement in the Tanganyika Standard offering Hotel sites at Dar es salaam Mwanza, Tanga and Morogoro.

I am sure you are aware of the difficulties of the Asian visitors regarding Hotel accommodation in certain parts of this Territory and of some cases where high persons representing some governments and even in one case of a local member of a government board - an asian unofficial - were refused accommodation.

It has all along been maintained that it would not be helpful to force this issue by legislation and that the rights of owners of properties ought not to be invaded.

Be that as it may be, but now when under the direct initiative and inspiration of the Tanganyika Government public land is to be alienated for the specific purpose of having decent hotels to attract tourist traffic it would not be out of place if one humbly suggested that a clause should be inserted in the grant which would make it illegal for the Occupier or person deriving title from him to refuse accommodation in any of these hotels merely on the ground of caste, colour or creed.

Since these are grants by the Crown of the public land it would be competent for the Crown to impose such a condition as it would also effectively carry out the non-discrimination obligation under the Trusteeship Agreement.

I am confident that in view of the specific obligations against discrimination the Government will give due consideration to my humble suggestion and not leave any loophole open to the Hotel Owners to advance the cause of this curse of racialism.

Thanking you,

Yours faithfully,

(Signed) D.M. Anjaria