

EAST AFR. PROT.

C. O.
7299

7299¹⁷/₁₈

REC'D
REG'D 9 FEB 18

Secret

373

CA-G
Flowing Secret

1918
27 Dec

Mazui Lands
Gilgil Estates

Last previous Paper.
B/4592

Further information:

Copy and of 7668 to [unclear] [unclear] 27 Feb 18
[unclear] to SR [unclear] 27 Feb 18
to FC Secret [unclear] 26 Feb 18
Foreign Trade [unclear] 26 Feb 18
[unclear] [unclear] 26 Feb 18
[unclear] [unclear] 7 March 18
[unclear] [unclear]

Mr. Robinson
Mr. Bottomley
Please see also F.O. 7668.
The principal new information contained
in this despatch is that Count Hamilton
is seriously ill and that his investments
are to be liquidated, except the Gilgil
Estates in which Mr. BILDT is now interested.
Application Not. in para. 12 has come to
us through Broad and Son, and 4592
shows that Baron Blixen-Finecke is somehow
concerned in the transaction. The fact
that the suspect Karen Coffee Co (which
may be keeping warm the ashes of the
Sve do African Coffee Co.) is reported to be
endeavouring to extend its interests points
to a general activity on the part of [unclear]
The common figure in all these transactions
and brings Bildt, via the Gilgil Estates, [unclear]
into the [unclear] of suspicion.

Next subsequent Paper.
F.O.
7668

therefore made from a point of view which does not quite agree with ours. The F.O., from Sir Esme Howard's favourable reports, assume that Bildt is outside suspicion, and suggest that he should be asked to provide information as to the Karen Coffee Co., which is the chief interest of von B-F, whom we know Bildt's own associate in the Gutzlaff estates negotiations!

? Copies of both 7299 and 7668 might go to Colonel Kell (who might be asked for his observations on the F.O. suggestion) and ? Copies of 7299 should go to M^r Ley and to F.O.

Answers: B. II. 18.

* It is hopeless - Bildt has already referred us back to his statement to Sir E. Howard (4592)

Mr. G. G. G. Perhaps you will amuse me to take up the case (para: 1-11 of this sketch).

Sir H. Read. I think the time has come for the discussion which I suggested on 63607 S. Personally I do not mind whether we suspect all or some of these people, but it is becoming important to decide upon them.

By all means we have an interest in the departure of Bildt as soon as possible. The present we had suspect every one.

Sir H. Read Sir J. Fildes

I have really nothing to add to what is set forth in the despatch (see esp. para 7-10) about the Karen lands.

The reasons whom the Court may be concerned to protect have obtained their legal remedy, but the lands have not yet been sold in execution.

It is not for us to enter into the legal results of the High Court's judgment or to try to help Sir O. Thomas out of his difficulties.

John G.

Our only concern at present is to insist on the British character of any company which may be formed to acquire any part of Sir O. Thomas' interest in these lands (having the promise to protect themselves) and incidentally to monitor the suspicious activities of these people.

J.S.H. 18/2/18

Mr. H. G. G. 20/2/18

Our Working and 5% of the Company of the Central F.O. of course, Sir's view. The departmental meeting will be held as usual. However, he suggested the action proposed.

B/4592 vide, I hope, under the direction
in the E.P. as to British character firms;
but this seems to me sufficient ground
for expecting that firmans will ^{attempt to} use neutral
extensively as a cloak for their operations
- in the E.P. & India in the early days after
the war, and we are not prepared to consider
Sir H Read's suggestion (63262) for
general action (M. 2172

W. & 22/2/18

I approve of - as proposed,
and

22.ii.18

to be done by my cabinet the whole

Friday morning

at the end of the day

5/2/18

Repl. to W. 18

Professor

The Powrie

EAST AFRICA PROTECTORATE.

Bell
380
GOVERNMENT HOUSE,
NAIROBI,
BRITISH EAST AFRICA.

SECRET.

27th December 1917.

Sir,

I have the honour to refer to your cypher telegram

(42679) of the 10th October on the subject of the action

Record, Plaintiff,
Indenture,
Written State-
ment, Affidav-
its (2)

brought in Protectorate Courts by the Mazrui against
Sir Owen Thomas, and to my telegraphic reply dated
the 26th October. I have made careful inquiries into
the history of the negotiations between these two
parties which led up to this action, paying special
attention to the activities of the Swedish gentlemen
whose names appear in connection therewith, and,
though the facts of the case are still wrapt in some
obscurity, it appears that the history is somewhat
as follows.

(52999)
Statement

Map

2. Sir Owen Thomas bought some 30,000 acres of
land from the Mazrui under an agreement dated the
7th of October 1914, a copy of which is attached.
The contract price was about Rs. 7/60 per acre, and
it will be seen that he paid Rs. 10,000 down, and
was to pay Rs. 75,000 when he received the certificate
of title, and the balance on the 31st December 1914.
The Rs. 75,000 were paid in the manner subsequently
set out. The sale was to be void if the purchaser
failed

THE RIGHT HONOURABLE

WALTER HUGH LONG, M.P.,

SECRETARY OF STATE FOR THE COLONIES,

DOWNING STREET,

LONDON, S.W.

failed to pay the balance on the due date, and the Rs.10,000 were to be refunded, but not the Rs.75,000. The Mazrui have presumably not refunded the Rs.10,000, and so avoided the contract, but have sued Sir Owen Thomas for the balance and have succeeded in obtaining judgment in their favour.

3. Sir Owen Thomas had agreed with Ake Sjoegren to convey the property to him at 16 shillings per acre within a specified period from the date of the deal. As, however, the certificate of title was not issued within the terms of the agreement, Sjoegren repudiated the agreement, which had not been registered, and is said to have made overtures to the Mazrui to convey the land to him direct, but no new agreement with the Mazrui eventuated.

4. Sjoegren then made a second agreement with Sir Owen Thomas, the general terms of which were that Sir Owen should be paid the price he had agreed to pay to the Mazrui and that the profits accruing when the land was sold to a third party should be divided between him and Sjoegren. This agreement is not registered in this country. Sjoegren paid £5,000 to the Standard Bank at Mombasa, which amount was to be paid to the Mazrui when the certificate of title was lodged with that bank. This was done, and the money was handed over, but it seems that Sjoegren, being unable for the present to procure the money necessary to complete the purchase, claims the benefit of the Swedish moratorium with regard to the balance of the purchase price. Sjoegren now holds the title deeds against the Rs.75,000 which have

been

been paid as part of the purchase price.

5. In June, 1917, Blixen, Ekman, and Barzell, three gentlemen of Swedish nationality, visited the land in question and sent most favourable reports to Sweden: they were acting on behalf of Axel Robert Ridd, of Arsenalsgatan 5, Stockholm, and Count Clarence von Rosen, of Vastby Vills, As, Sweden, who apparently were negotiating with Sjogren. Barzell and Ekman left for Europe after this inspection, travelling via the East and Russia. In this contemplated transaction, Blixen merely holds the position of an agent.

6. On the 2nd of June, 1916, a Civil case was brought by the Magrui against Sir Owen Thomas, and the case first came up for hearing on the 13th of that month. The claim put forward by the Magrui was for the balance of purchase money due from Sir Owen Thomas on the sale to him of the property. The original plaint was improperly signed and verified, and judgment for plaintiff, with costs, was given on the 4th May, 1917, subject to the filing of an affidavit as to certain of the plaintiffs who had not signed the plaint. This affidavit was filed on the 6th of June, and judgment entered accordingly.

7. On the 6th of October, 1917, an application was made by the Magrui plaintiffs to attach the lands sold to the defendant, and on the 9th idem an affidavit was filed by Mr Morrison, representing Sir Owen Thomas, which, together with an affidavit by Sir Owen, dated the 1st of August, set forth the

history

4.

history of the case. Judgment on this application was that an order would be made in the usual form on the application for attachment and sale. This judgment was signed on the 9th October. I am transmitting with this despatch a certified copy of the record of the case, together with a copy of the Plaintiff, the Indenture, the Written Statement, and the two Affidavits referred to above.

8. The Ordinance referred to in my telegram of the 29th September, restricting the alienation of immoveable property during the present war, was introduced on the 8th of October, one day before the above judgment was signed. The Attorney General is of opinion that, under the terms of this Ordinance, the contract between Sir Owen Thomas and M. Sjoegren is void.

9. As reported in my telegram of the 23rd November, no appeal lies against the decree dated the 6th of June, but Sir Owen Thomas has still time to appeal against the order of execution attaching the land. The only ground on which such an appeal could be based is that the facts bring the case under the provisions of the Courts (Emergency Powers) Ordinances, 1915, and the High Court, in granting execution, ruled that the facts were not within such Ordinances. Mr Morrison is said to be endeavouring to arrange for the postponement of the sale in execution without appealing.

10. In any case, none of the land reverts to the Marui, with the exception of those portions which were

were excluded from the sale and which Sir Owen Thomas contracted to reconvey on survey. The only way in which the land, or any part of it, could otherwise revert would be by a settlement of the case whereby the Mazrui accepted the reconveyance of the land, or part of it, for the amount of the decree.

11. On the 4th of October last, in the course of a tour through the settled areas of the Kikuyu District, I visited the Karen Coffee Estate and saw Baron von Blixen. He handed me a statement of the projects in which his Company was interested and of the development which had been effected or was contemplated on the land occupied by them. I attach a copy of this statement, together with a map showing the farms held by the Company in the neighbourhood of the Mbagathi River. It will be noticed that, in addition to the land in this vicinity, the Company holds 5,700 acres on the Uasin Gishu Plateau, but that little development has been effected on this latter holding.

12. The Karen Coffee Company have shown a marked inclination to extend their interests in this country during the past two months, and the following applications have been made by them, all of which have been refused :-

- (1) Count Hamilton - The purchase of 1,200 acres from the East African Syndicate, Gilgil.
- (2) Farm 224/1 Ngong Road, Swedo-African Coffee Company to the Karen Coffee Company.

- (3) E. J. Grimbeck to von Blixen - Farms 1265/2/2 and 425/1.
- (4) The East African Syndicate to Count Hamilton - Farm L.O. 425/2/2.
- (5) The East African Syndicate to the Karen Coffee Company per von Blixen - Farm L.O. 425/2/4.

Two applications on behalf of Mr T. Rundgren have also been refused.

13. I receive, from time to time, reports from the Chief Censor regarding the activities of these Swedes as represented in their correspondence, and by this means I have obtained information of several projected transactions which have not yet reached a final stage. On the 24th of November, I received the following telegram through the Chief Censor, from Bildt, Stockholm, to Sydney Fichat, Nairobi, dated the 20th November :-

Your telegram 6th November. Hamilton seriously ill therefore decided liquidate when favourable opportunity offers all investments made by Hamilton except Gilgil Estates including former Blixen's part (stop). Hope obtain Government's permission transfer Gilgil to my name (stop). Realise cars case need cost price (stop). Cancel purchase mill machinery but hurry delivery flax machinery for Gilgil adding necessary engine (stop). Refuse Blixen's flax machinery (stop). According Hamilton's accounts following capital should be available Rundgren forty-five hundred pounds. Pearson three thousand pounds Nakuru store one thousand pounds after paying overdraft thirty-six

fifty pounds for Blixen's share Gilgil about five thousand pounds should be available for cultivation (stop). Thus unnecessary cable money as sufficient funds your disposal (stop). Postma proposition unclear as three thousand pounds already paid (stop). Decline advance two thousand pounds Nakuru store also finance further cattle deals (stop). Rely your discretion liquidating to avoid loss (stop). Cable monthly reports.

BILDT.

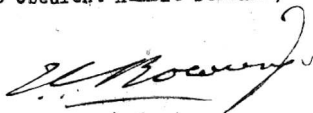
The Chief Censor explains that the phrase "Postma proposition unclear" relates to a deal in cattle in the Mwanza district.

14. The introduction of the Ordinance referred to in para. 8 has effectively postponed the transactions of these gentlemen until the conclusion of hostilities, and I hope that, when the Europeans of East Africa who are now serving with the forces return to this country, the Swedish activities will be to a certain extent retarded by the competition which may be expected from the residents of British nationality.

I have the honour to be,

Sir,

Your most obedient humble servant,



ACTING GOVERNOR.

EAST AFRICA PROTECTORATE.

In the _____ Court

at _____

Secret - Dec

CIVIL CASE No. 91 of 1918.

Plaintiff

versus

Defendant

Date of Issue _____ 1918. Date of Hearing _____ 1918

I CERTIFY
James S. Knight
5-12-19

[Signature]

14. 8. 18.

Amin for Plaintiff.

The power is joint, but service on the attorney is sufficient.

Order. Plaintiff in order to proceed must serve both attorneys. Leave given accordingly.

(Sgd) R. W. Hamilton

14. 8. 18.

16. 8. 18.

Amin for Plaintiff.

On application for leave to amend plaint on 14/8/18. All in Salim as Defendant.

Leave granted. (Sgd) R. W. Hamilton.

20. 8. 18.

Amin for Plaintiff.

Service has been refused by both Defendants.

Morrison receives summons in court but states he has no authority from Defendant to defend.

Amin I can serve Agents of Sections 78, 77 C.P.C.

MORRISON We are not general agents under the Power of Attorney, q.v.

Put down for list. (Sgd) R. W. Hamilton.

29. 8. 18.

SHIVNARAIN, sworn process server. I took writ in action to serve on Ali bin Salim. He said he had no power to accept. He refused to accept service. (Sgd) R. W. Hamilton. 20. 8. 18.

O R D E R

After perusing the Power of Attorney given by the Defendant to Messrs. Morrison and Ali bin Salim it is clear that they are neither empowered to accept service in this action, nor is the power which they hold a general one.

Further the suit does not relate to any business or work

carried on by the holders of the power for the Defendant residing out of the jurisdiction, nor is it a suit for relief respecting or for compensation for wrong to immoveable property in charge of them as Agents for the Defendant.

The suit is for the balance of purchase money due on the sale of property to Defendant.

I therefore hold that service on Messrs. Morrison & Co. in Salim is not good service and there must be service on the Defendant Owen Thomas.

(Sgd) R. W. Hamilton, 21.8.16.

24.10.16.

Amin for Plaintiff.

Morrison for Defendant undertaking to file vakala Defendant in Europe.

Written Statement within 3 months from date.

(Sgd) G. H. Pickering.

6.2.16

Amin Plaintiff.

Morrison Defendant.

Time for Written Statement extended 6.3.17: and case to be set down for hearing prior to 1.5.17.

(Sgd) G. H. Pickering.

3.

4. 5. 17.

Amin for Plaintiffs.

Morrison for Defendant.

Amin, position of Defendant as to service?

Morrison, I waive this and will not raise the point I am instructed to defend. (Sgd) R. W. Hamilton.

Amin I do not raise question as to verification of written Statement.

Morrison, Plaintiff improperly signed and verified. Grant made to 7 Aras on behalf of Mazrui generally.

These 7 are trustees for rest of Mazrui and Defendant

must get a receipt from all.

Plaint should be signed by all.

Court. All the Plaintiffs should clearly join in the action.

I will allow an affidavit to be filed to this effect on behalf of remaining Plaintiffs who have not signed the Plaintiff.

(Sgd) R. W. Hamilton.

Morrison I drop my point as to paragraph 2 of Plaintiff.

(Sgd) R. W. Hamilton.

On question of damages and interest.

Morrison, sale by Sheriff. Plaintiffs cannot claim interest.

Amin. We have no objections as to interest we pay on borrowed money.

J U D G M E N T :-

This is clearly a case in which interest should be allowed. The Plaintiffs raise no objection to receiving it but on the other hand ask for it.

As regards the rate the parties leave it to the Court and I fix 7% as an average bank rate, the decree to carry interest at 8% till payment.

There will be judgment therefore for the Plaintiffs accordingly with costs, but not the costs of the attempts to serve Mr. Morrison and Ali bin Salim, subject however to the filing of the affidavit as to the remaining Plaintiffs who have not signed the plaintiff.

(Sgd) R. W. Hamilton, 4.3.17.

Affidavit in question filed 6.3.17.

Enter judgment accordingly. (Sgd) R. W. Hamilton

6. 3. 17.

12.8.17.

Amin

Morrison.

Bill taxed at Rs. 1310.75. (Sgd) R. A. N. Briscoe.

8.10.17. On application to attach the lands sold to

Defendant.

Admin for Plaintiff.

Notice to be served on defendant on 8.13.17.

(Sd) G. H. Rickard

8.10.17.

Main Plaintiff.

Morrison Defendant.

Morrison objects that leave of the Court to execute necessary because the contract was made prior to 5th August 1914.

Affidavit read.

Having regard to case of Cobb v. Rashid bin Salim a conveyance necessary, a mere contract of no effect. No vendor lien under Mohammedan law.

ASKS for a postponement of sale until further orders.

O R D E R:-

This suit is grounded upon a covenant entered into by Defendant in an indenture dated the 7th October 1914. There is no suggestion that this is not the correct date. With the plaint a notice of an application to apply at the hearing for leave to proceed was served but no order was made upon it. This application for attachment Mr. Morrison relies upon this omission. He refers to other prior purported conveyances by various parties of land to the Defendant, and has urged the Defendants liability has been in existence since 1913. I do not follow this argument. The Defendants liability in respect of which he is sued arose on the 7th October 1914. The amount of Rs. 144694.72 became due and payable in pursuance of the Defendants covenants entered into on that date. Ordinance (2) (1) (2) does not apply to this claim; and no application to the Court for leave to proceed is necessary. It is to be noted that possibly sub section (1) (b) applied but that there is to be no vendor lien under Mohammedan law.

Morrison has not asked for a postponement of the sale. I see no objection for making such an order under Section 20b of P. S. or under any other of the powers conferred by this Court.

ON the application for attachment and leave to order as prayed for leave made in this form. The Defendant has paid the costs of this application.

(Sd) G. H. Rickard 8.10.17.

Civil Case No. 27 of 1914.

391

Mashid bin Salim, Mahomed bin Said, Mohamed bin Saif, Mohamed bin Saif, (Muzik bin Mohamed), Khalif bin Abdulla, Abdulla bin Mashid known as THE PLAINTIFFS.....

Versus

Lieutenant Colonel Owen Thomas through his attorney A. Morrison..... Defendants.

PLAINT

1. The plaintiffs are the plaintiffs residing at Kanro, the members of the Sarai Board and the vendors of the land sold to the defendant; the defendant is an Englishman formerly residing in Bombay and now at Lahore and he is represented in Bombay by A. Morrison, Barrister-at-Law, residing in Bombay, under the powers granted to him by Lieutenant Colonel Owen Thomas on 17th May 1914.

2. The plaintiffs have sold land to the defendant as registered holders of the said land in Simla 30,000 acres under the powers granted to them by the Generals of the said land known as Sarai reserved to the defendant for Rs. 219,194-78 and have executed the deed of sale in the name of Lt. Col. Owen Thomas, the said deed is signed sealed and delivered by A. Morrison and Muzik bin Saif as attorneys of Col. Owen Thomas, on 7th October 1914.

3. The plaintiffs have given all the papers relating to the said land and the possession of the said land to A. Morrison the representative of Col. Owen Thomas.

4. The plaintiffs have received Rs. 1,00,000/- in all. The remaining purchase money viz: Rs. 114,194-78 were to be paid on 31st December 1914 as mentioned in the deed of sale.

5. The plaintiffs have demanded the payment of the said remaining money from Col. Owen Thomas from him through his attorney A. Morrison many times on and after 31st December 1914, the defendant has not paid the money as yet.

The

The plaintiffs do refer to it as the vendors of the said land :-

- (a) Rs. 144,000-00 the remaining purchase money,
- (b) Rs. 18,441-40 as damages for the loss the plaintiffs have suffered in not getting the use of the remaining purchase money from 1st December 1914 till now.
- (c) further damages, after judgment till payment at the rate of 8 per cent per annum.
- (d) Costs of this action, or the alternative relief that may seem fit to this Honourable Court.

I, Ashid bin Salim declare that what is stated above is true to the best of my knowledge, information and belief.

Dated this, 2nd day of June 1915

Filed by,

Sd. C. J. Amin.

Advocate for the plaintiffs.

Sd. Rashid bin Selim
Chairman of Mazra' Board

8. The Plaintiffs are not entitled to damages or interest for non-payment.

(Sgd) A. Morrison

Advocate for the Defendant.

I, Alexander Morrison Advocate Mombasa declare that I was acting for the Defendant in the transactions referred and that the above is true to my personal knowledge information and belief.

(Sgd) A. Morrison.

THIS INDENTURE made the seventh day of October 1914 BETWEEN
 Rashid bin Salim, Mohamed bin Seid, Mohamed bin Seif, Mohamed bin
 Juma, Rasiki bin Mohamed, Khalifan bin Abdulla and Abdulla bin
 Rashid and (Liwali Ali bin Salim as attorney for the said Rashid
 bin Salim herein called the Mazrui Board) of the one part ~~and~~
 AND Lieutenant Colonel Owen Thomas (hereinafter called the
 Purchaser of the other part) WHEREAS the Board are the registered
 holders of land situate in the East Africa Protectorate and
 known as block Nos. 2, 3, 4, & 5 respectively of the Mazrui Reserves
 being the land more particularly referred to in the certificates
 of Title respectively registered at the Malindi District Registry
 and numbered 408 registered in volume ~~ix~~ 9 folio 313, No. 406
 registered in volume 9 folio 265, No. 407 registered in volume 9
 folio 277 and No. 1 registered in volume 9 folio
 and delineated on the official maps deposited in the Recorder of
 Titles Office and shown as plan No. 5443 M D V IV b South A37 plan No.
 2740 M D V II d South A37 plan No. 2714 M D W I c South A37 and plan No. AND
 WHEREAS the Mazrui Board have agreed to sell 30000 acres out of
 the said lands to the said Col. Owen Thomas for the sum of
 Rs. 229,694/79 (two hundred and twenty nine thousand six hundred
 and ninety four Rupees and seventy nine sents) of which the sum
 of Rupees 10,000 (Ten thousand) has already been paid to the
 Board and a further sum of Rs. 75,000 (seventy five thousand) is
 payable on the execution of these presents and the remainder
 payable according to the covenants on that behalf hereinafter
 contained AND WHEREAS IT HAS BEEN AGREED THAT out of the area
 comprised in the said certificates of Title there shall be
 excepted certain areas as hereinafter set out but as the said
 areas have not been demarcated or sub-divided the whole area
 included in the certificates of Title shall be conveyed to Col.
 Owen Thomas to hold 30000 acres to himself, and to hold the
 balance in trust to reconvey the same to the Mazrui Board as and
 when demarcated NOW THIS INDENTURE WITNESSETH that in consideration

of the said sums of Rs.10,000 and Rs.75,000 paid by the Purchaser to the Mazrui Board (the receipt whereof the Mazrui Board do hereby acknowledge) and in consideration of the covenants by the purchaser hereinafter contained the Mazrui Board do hereby grant to the Purchase-r ALL THOSE PIECES OR PARCELS of land situate in the Seyidie Province of the East Africa Protectorate and known as the Mazrui Reserves Nos.2,3,4, and 5 ~~and~~ which are more particularly delineated and described in the official maps deposited in the Recorder of Titles Office Mombasa and numbered 5443MD South A37 2740MD South A37 V II d 2714MD South A37 W I C and containing respectively No. 2-10,600, No.3-13040 acres, No.4-1286, 68 acres and No.5-10394 acres together with all trees mines minerals thereon and all privileges and advantages appurtenant thereto or usually enjoyed therewith PROVIDED ALWAYS that there shall be expressly excepted and reserved therefrom the land already granted by the Recorder of Titles and also 394 acres from No.5 Reserve leaving 10000 acres exactly TO HOLD the same unto and to the use of the Purchaser in fee simple subject to all rights of way now existing over the said land ~~by a sale which is valid~~ and the Mazrui Board hereby declare that they have put the Purchaser in possession of the said land by a sale which is valid under the shariah ~~and~~ that they are duly authorized to sell the premises to the Purchaser and that they have not encumbered their free hold estate therein and that at the Purchaser's ~~expense~~ expense they will execute and do any documents matter or thing which the Purchaser may reasonably deem necessary or proper for the further assurance of the said premises to himself or his assigns AND IT IS HEREBY AGREED AND DECLARED that with regard to 30,000 acres of the premises hereby conveyed to the Purchaser the Purchaser shall stand possessed of the same for his own absolute use and benefit and shall hold the balance consisting of the village of Nitondia with cocconut shambas and other land to the extent of not exceeding 200 acres in all out of Reserve No.2 and of the village of Rokha with the surrounding cocconut shamba and other land to the extent of not exceeding 200 acres and of the village of Oyombo with cocconut land and other land not exceeding

in all 200 acres out of the Reserve No.3 and of the balance of 4326.68 acres being the area on the south of ~~the~~ reserve No.2 bounded on the East by the sea on the South by the land of the B.E. A. Corporation and of Ali bin Salim on the West by public Road to Malindi and on the North by a ~~road~~ ^{line} running due East so as to cut off the said area of 4326.68 acres the whole of such excluded area being hereinafter referred to as the "Trust Premises" in trust for the Mazrui Board and the Purchaser for himself his heir and assigns doth hereby covenant with the Mazrui Board to pay to them on the 31st day of December next the sum of Rs.144,694-79 being the balance payable for the said 30,000 acres to be held by him beneficially AND ALSO as and when the final survey of the trust premises or any part thereof, shall have been completed and a plan thereof prepared ready for registration at the expense of the Board to reconvey the said Trust Premises to the Mazrui Board AND IT IS HEREBY AGREED AND DECLARED and these presents are on this express condition that if within one month after the said 31st day of December 1914 the Purchaser shall have failed to pay the said sum of Rs.144,694-79 so payable as aforesaid and the Mazrui Board shall have repaid the Purchaser the sum of Rs.10,000 this sale shall be void and of no effect and the Purchaser shall if required reconvey the said premises to the Mazrui Board and the Purchaser shall have no right to a refund of the Rs.75,000 to be paid on the signing hereof PROVIDED ALWAYS that if the Purchaser shall show that he has the said Rs.144,694-79 ready in Europe for payment and shall be unable to pay the same in East Africa or at such alternative place as the vendors may request through no fault of his own but because it is not reasonably possible to remit the money from Europe to British East Africa or other place appointed by the vendors owing to the existence of a state of war the time for payment of the said sum under the said condition shall be ~~extended~~ extended until such time as the money so ready in Europe as aforesaid can reasonably be remitted as aforesaid IN WITNESS WHEREOF the Mazrui Board and A. Morrison and Liwali Ali bin Salim as attorneys for the Purchaser by virtue of a Power of Attorney dated the 12th day of May 1914 have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered by Liwali
the said Rashid bin Salim in the pre-
sence of.

Signed sealed and delivered by Liwali
Ali bin Salim as Attorney for the said
Rashid bin Salim in the presence.

Signed sealed and delivered by the said
Mohamed bin Sud in the presence of.

Signed sealed and delivered by the said
Mohamed bin Seif in the presence of.

Signed sealed and delivered by the said
Mohamed bin Juma.

Signed sealed and delivered by the said
Riziki bin Mohamed in the presence of.

Signed sealed and delivered by the said
Khalfan bin Abdulla in the presence of.

Signed sealed and delivered by the said
Abdulla bin Rashid in the presence of.

Signed sealed and delivered by the said
A. Morrison as attorney of Col. Owen Thomas in
the presence of.

Signed sealed and delivered by the said
Liwali Ali bin Salim as Attorney of Col.
Owen Thomas in the presence of.

Secret Dec 27 7.

IN HIS MAJESTY'S HIGH COURT OF EAST AFRICA

AT MOMBASA.

Civil Case No. 91 of 1916

Rashid bin Salim, Mahomed bin Said,	} Plaintiffs
Mohamed bin Seif, Mohamed bin Juma,	
Raziki bin Mohamed, Khalfan bin Abdulla	
Abdulla bin Rashid known as the Mazrui	
Board.	

versus

Lieutenant Colonel Owen Thomas through	} Defendant
his Attorneys A. Morrison and Liwali	
Ali bin Salim.	

A F F I D A V I T

I, Alexander Morrison, make oath and say as follows:-

1. I am an Advocate of this Honourable Court residing and practising in Mombasa and represent Brigadier-General Sir Owen Thomas the defendant herein and am duly authorised to make this affidavit on his behalf.
2. The conveyance sued on herein was the result of a prolonged series of contracts, options and actual conveyances by various members of the Mazrui Tribe commencing a considerable time before the year 1913.
3. In or about the month of March 1913 various members of the Mazrui Tribe the Cestuis que Trustent of the plaintiffs actually sold the premises to General Thomas who thereupon entered into a contract of sale with one Ake Sjogren subject to his being able to hand over a Certificate of Title on or before the month of September 1913. The balance of the purchase money was to be paid to the Mazrui on their obtaining the Certificate of Title. Owing to the great delay in granting the Certificate of Title Mr. Sjogren exercised his option of determining the contract of sale and subsequently made a new contract on much less

advantageous terms to the defendant.

4. By an Indenture dated ----the day of
and made between the persons mentioned in the schedule
thereto all Mazrui and the Cestuis que Trustent of the
plaintiff of one part and the defendant of the other part
the same premises were conveyed to the defendant.
Subsequently the plaintiffs obtained a Certificate of Title
in their own names as the Gazetted members of the Mazrui
Board and with the consent of all parties the conveyance
sued on herein was substituted for the said Indenture of
the day of 1913 which had not been executed
by all the necessary parties. The purchase price to be
received by the plaintiffs or their Cestuis que Trustent
was unaltered throughout the negotiations - the only
modifications being as to the time and manner of payment.

5. I am informed and believe that Mr. Sjogren is prepared
to re-sell the property at 7.50 per acre but has not yet
been able to obtain a purchaser.

6. In the month of July last the land was inspected and
reported on by Experts on behalf of a possible purchaser
for whom I am acting but upto the present I have received
no instructions to proceed therewith.

I THEREFORE submit that the obligation on the
defendant arose previous to the War and that the Deeds
herein should not be executed without the leave of the Court.

SWORN AT MOMBASA

(Sgd.) A. Morrison

This 9th day of October 1917.

Before me

(Sgd.) A. J. ...

Acting ...

IN HIS MAJESTY'S HIGH COURT OF EAST AFRICA PROTECTORATE
AT MOMBASA

Civil Case No. 91 of 1916.

RASHID BIN SALIM, Mohmed bin Said, Mohmed
bin Seif, Mohmed Bin Juma, Raziki bin Mohmed,
Khalfan bin Abdulla and Abdulla bin Rashid,
known as the Mazrui Board.

Plaintiffs.

versus

LT. COL. OWEN THOMAS through his Attorneys
A. Morrison and Liwali Ali bin Salim.

Defendant.

I BRIGADIER-GENERAL SIR OWEN THOMAS of Carlton House
Regent Street in the County of London make oath and say as
follows:-

1. I am the Defendant in this Action and I have been
informed by the above named A. Morrison that final judgment
has been given against me by this Court in favour of the
Plaintiffs for the sum of £11,400.
2. THE said Judgment has been obtained against me in
respect of a Contract which I entered into with the
Plaintiffs prior to the present war to acquire from them
certain land in the East Africa Protectorate and the account
referred to in the said Judgment represents the balance of
the purchase money due from me to the Plaintiffs.
3. In entering into the contract to purchase the said land
I did so with a view to a resale thereof and I did in fact
enter into a Contract with one Ake Sjogren of Stockholm
Sweden whereby the latter agreed to purchase from me the
said land at a price exceeding that which I had contracted
to pay to the Plaintiffs.

4. THE said Ake Sjogren has failed to carry out his Contract to repurchase from me the said land and I am informed and verily believe that this is due to being unable to make the necessary financial arrangements owing to the present War. I am further informed and verily believe that in Sweden where the said Ake Sjogren resides a Moratorium has been proclaimed which prevents foreign creditors taking proceedings against persons in Sweden for the period of War and for a period of six months thereafter. I have made every effort to see the said Ake Sjogren with a view to making arrangements with him whereby the said purchase from the Plaintiffs could be completed but owing to the submarine menace the said Ake Sjogren has declined to come to England to see me. Negotiations however are still proceeding with him to enable the said purchase to be completed.

5. I have been quite unable, apart from the said Ake Sjogren to make the necessary financial arrangements to enable me to complete the said purchase although I have made every effort to do so.

6. MY OWN position is that I am the Manager to the East African Estates Limited and up to the time of the War I was in receipt of a salary of £2,700 per annum. Owing to the effect of the War on the business of the said East African Estates Limited my said salary was reduced as from the commencement of the War to £750 per annum and there is no likelihood of it being increased until after the War is over.

7. I have no substantial means beyond my said salary and this is only sufficient to enable me to live and keep up my position. But for the war and the financial stringency caused thereby I should have been able to make arrangements to complete my said purchase and if the war

given to me until after the War I have no doubt that I shall ^{still} be able to do so.

8. IN the above circumstances I desire that under the Emergency Legislative in force in the Protectorate of East Africa the Plaintiffs may be stayed ^{from} proceeding on the said Judgment obtained by them as aforesaid until at least six months after the Declaration of Peace.

SWORN at No.85 Martins
Place Trafalgar Square
London this first day of
August 1917.

)
)
) (Sgd.) Owen Thomas

Before me

(Sgd.) E. Peter Venn

Notary Public

London, England.

I CERTIFY that this is a
true copy of the original
James S. Gifford
12.12.1917 Registrar

THE KARERI COFFEE CO. LD.

Reg. Danish Company

399

Started August 1913.

Extended September 1916.

Capital 1000000.00 danish Kronen.

(55000.00 £)

Head-office, Copenhagen.

Branch-office, N'Gong.

Managing Director

Baron Blixen-Finecke.

Assisting Director

Lt. A. Brochner.

Accountant

E. v. Huth.

Land : 5600 acres at N'Gong.

Uasin-Guiso : 5700 acres at Nzoya River.

Cultivation and Improvements.

Section 1. Cattle Farm. Present herd of cattle owned by Countess Frijs and under the management of Mr H. Beales 103 head of cows. About 30 gallons of milk is sent to Nairobi daily.

Section 2. 350 acres of coffee and 150 acres of flax under the management of Mr C. Alb Andersson.

The first 70 acres was caught by frost in June 1916. The trees did not shoot again before July this year but they have given a good crop of coffee and are now coming on well.

The blue mountain coffee has not suffered from the cold.

The younger coffee is planted 5 x 10.

The first crop of flax was harvested in August last and the land is now being prepared for beans and peas for the short rains.

The Coffee factory is put up and managed by Mr J. Adamson.

The Flax handling is under the control of Mr Jean Wallaert.

Section 3. 210 acres of coffee and 150 acres of flax is under the management of Mr H. A. Randall with the assistance of Mr Eltringham.

This coffee is 10 x 10.

In the hollows and close to the windbreaks it has suffered from the before mentioned cold in June 1916.

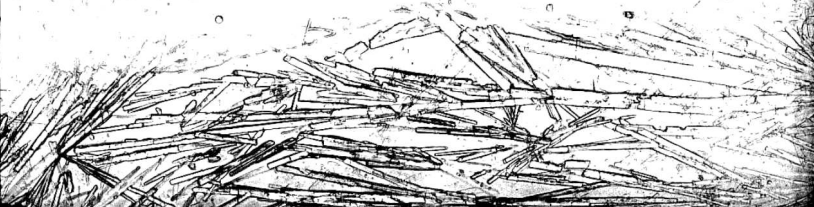
Nurseries: for Coffee, Citrus, Forest-plants, and a few varieties of flowers are kept and managed by Mr Aake Bursell, now home on leave.

Usain-Guiso. 40 acres three years old and 85 acres newly planted coffee is attended to by our neighbour Mr Hemstead.

Buildings.

- 9 dwellinghouses.
- 2 factories.
- 1 cattle shed.
- 3 stores.

The intention of the Company is to extend their cultivations by 300 acres yearly.



MPAGATHI FARMS.

APPROXIMATE ACREAGE AND CULTIVATED AREA.

Bridgmans farm not occupied.

The Karen Coffee Co. Ltd.	5500 acres	860 acres	cultivation & stock.
Reates	100 "	15 "	" "
Grieve	640 "	12 "	" "
Gorringe	80 "	25 "	" "
Leekey	240 "	5 "	" "
McQueen	240 "	5 "	" "
Miss Motherwell	50 "	5 "	" "
Bostrom	230 "	110 "	" "
Laws	105 "	12 "	" "
Harrison	400 "	"	"
MacMillan	500 "	"	"
Van de Weyer	640 "	50 "	" "
H. Kjallberg	314 "	180 "	" "
MacNorthern	<u>1100</u> "	<u> </u>	
	10139 acres	1279 acres	

Enclosures of

NATI

R M

G

5 A 1



FOREST

RESERVE

Declared August 13th 1924

NINUA VATAI RESERVE

ATHI RIVER STA

Ngoni

SAI

G

A



~~SECRET~~

25⁶ February, 1918.

Secret

Sir,

DRAFT

(4-7764)

The Controller,
Foreign Trade Dept.

MINUTE. also on 63607/1918.

Mr. Adams 15.11.18

Mr. Robinson 25/2

Mr. Bottomley 25/2/18

Mr. Grindle.

Mr. Lambert.

Mr. Read.

Mr. G. Fiddes.

Mr. Steel-Hatfield.

Mr. Long.

J

With reference to Col. Office
minute of the 17th of Oct^r,
1917, I am etc. to inform
you that he is of opinion
that there is reason for
suspicion that enemy
interests are involved in
the activities of certain
Swedish subjects who
have been attempting to
acquire land in the S.S.P.,
and that he considers
it desirable that the
matter should be ~~dis-~~ ^{made the}

50/18

subject of general discussion
between the vari-
ous Dep'ts. whom it would
appear to concern.

2 Mr. Long would be

Had if a representative of
the Foreign Trade Dept. might
be appointed to assist at
the proposed discussion.

3. The Foreign Office, the
War Trade Intelligence Dept. and
the Intelligence Division of
the W.O. have also been
invited to ~~appoint~~ send
representatives.

Amc
Sd) G. G. Middle

RECEIVED
26

For Jagg. (A)

483

S

25th February, 1918.

Secret

Draft

The Secretary,
War Trade Intelligence Dept.

Minute inform 63607/11/18
25/2/18
Mr Robinson 25/2/18
Mr Bell 25/2/18

5 dfr

Subject of an
old discussion

Sir,

With refer^{to} the W.T.I. note
(4507) of the 16th January, I am
pleas^{ed} to request you to inform
the Chairman that he is
of opinion that there is ground
for suspicion that some of my
interests are involved in the
proceedings. Certain Swedish
interests who have been
attempting to acquire and in
the U.S.A., and that he
considers it desirable that
the matter should be ^{made the} discussed
between the various Depts
whom it would appear to
concern.

2. Mr Long would be
head of the

Gov 17299/EAT

~~sa~~

Secret

26 February, 1918

(Amgd 11461)

DRAFT

Sir,

The U.S. of Plate
Foreign Office

(7668)

MINUTE. also on 636075

Mr. Adams 25. II. 18

Mr. Robinson 25/1

Mr. Bonhomer 25/1

Mr. Grindle.

Mr. Lambert.

Mr. Read.

Sir G. Fiddes.

Mr. Steel-Maitland.

Mr. Long.

5 dfts

Secret 27. II. 17

I am etc. to ackn. the receipt of your letter of the 11th of February, No 20750k/150, and to transmit to you, for the information of Mr Secy Balfour, the acc. copy of a despatch from the OAC of the EAP concerning the activities of certain Swedish subjects in the Prot.

2. Mr Long does not ~~consider~~ ^{think} that any useful purpose would be served in communicating with

would appoint representatives of the W.I. Dept. to assist at the proposed discussion.
3. The Foreign Office, the Foreign Trade Dept., and the Intelligence Division of the W.O. have also been ~~off~~ invited to send representatives.

Lambert
15/1 G. Grindle

regard to the ~~Swedish~~ Coffee Company,
the Svedo-African Coffee Company,
and the B. E. A. Konsortiet. He
is still of the opinion that there
is ground for suspicion that
enemy interests are involved
in the activities of Baron von
Blisen-Frische and other
Swedish subjects in the R.A.B.,
and he considers it desirable

that the matter should be made the
subject of ~~the~~ ^{an} ~~discussion~~ ^{discussion} between the
various Departments, whom it
would appear to concern.

3. Mr. Long would be
glad if Mr. Balfour would
appoint a representative of
the Foreign Office to assist
in the proposed discussion.
4. The Foreign Trade Dept.,
the War Trade Intelligence

Right and the Intelligence
Division, the War Trade Dept.
has been invited to send
representative - 405

incl
(sd) G. Grindle

to for Mr. Bottomley's
signature

~~SECRET~~

27 February, 1918

Secret

DRAFT.

S.R. Ley, Esq.

MINUTE.

- Mr. Hans 25. II. 18
- Mr. Robinson 25/2
- Mr. Bottomley 25/2/18 *f*
- Mr. Grindle.
- Mr. Lambert.
- Mr. Reed.
- Sir G. Fiddes.
- Mr. Hewins.
- Mr. Long

5 4/16

SECRET 27 Dec 17

Robinson

Dear Sir,

With ref^{ce} to my letter of the 28th of November, I enclose a copy of a further despatch from the O.A.G. of the G.A.S. concerning Sir O. Thomas and the Mazari Lands. We are inviting your Dept. officially to appoint a representative to discuss the question of Swedish activities in the Prote. with representatives of the Col. Office and the other Depts concerned

(sd) WCB

Govt / 7/99 / S.A.P.

Secret

2) February, 1918

Dear Colonel Kell,

With ref^{ce} to my letter of the 9th of Jan^r, I enclose copies of a despatch from the O.C. of the S.A.P., and a letter from the P.O., concerning the activities of certain Swedish subjects in the Prot^o.

2. There are still many questions to be cleared up as regards these activities, and we propose to arrange a meeting for their discussion with representatives of the various departments

DRAFT.

Col. V. G. W. Kell (63607)

MINUTE same no 63607 S.

- Mr. Adams 26.11.18
- Mr. Robinson 25/2
- Mr. Bostromley 25/2/18
- Mr. Grindle.
- Mr. Lambert.
- Mr. Bead.
- Sir G. Fiddes.
- Mr. Hewins.
- Mr. Long

5 of 1/18

Secret 2 Dec '17

11 Feb 1918



Telephone: VICTORIA, 8630 (8 Lines).
Telegrams: "CAMCOX, Vic., LONDON."



WAR TRADE INTELLIGENCE DEPARTMENT,
1, LAKE BUILDINGS,

ST. JAMES' PARK,
(near Storey's Gate)

WESTMINSTER, S.W. 1

Any further communication should be
addressed to—

THE CHAIRMAN,

And this reference **THP/77801**

4th March, 1918.

408

Sir,

With reference to your letter of February
^{N.S.I.}
25th, 5299/18, I beg to say that I shall be
^{W.H.W.}
glad for Professor F.M. Powicke, of this Depart-
ment, to attend the meeting of which you speak,
and give any help he can arising out of his
knowledge of Swedish firms and their activities.

I am,

Sir,

Your obedient Servant,

J. Henry Dawson

Chairman.

The Under Secretary of State for the Colonies,
Colonial Office,
Whitehall, S.W.1.