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COMMUNICATION FROM MRS. DOROTHY F. BUXTON  
CONCERNING TANGANYIKA

(Circulated in accordance with rule 24 of the rules  
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Whingate,  
Peaslake,  
Surrey.  
Tel. Abinger 99.

July 12, 1958

The United Nations,  
Lake Success  
Long Island  
NEW YORK, U.S.A.,

Dear Sirs,

I am sending you a number of documents relating to a case of gross injustice (as I believe it to be) under British Trusteeship in Tanganyika Territory.

I sent them to the Governor, Sir E. Twining, but he returned them after a few days with a very curt reply.

The documents include my own survey of the case. This gives the background and should be read first. The other documents (if any real study is given to them) provide ample evidence of the very serious injustice from which the Greek settler has been made to suffer.

The whole case really turns on the interpretation of Land Regulation 3, 1948, which was deliberately misinterpreted in order to procure a verdict in favour of the landlord as against the tenant, Mr. Augoustides.

I am sending the case to you rather than to the London Association as I believe the likelihood is greater of a really careful and detached consideration

of it. The atmosphere of London and the personal considerations in relation to Sir E. Twining - an old man, just now retiring - might not be entirely without influence on the minds of those concerned, however unconsciously to themselves.

All of those who have sent their hopes on the Trusteeship System must be anxious that it should demonstrate its reality on behalf of those least well able to stand up for themselves.

I was considerably shocked by Sir E. Twining's treatment of a humble Greek settler; it certainly was not in accord with the proper spirit of Trusteeship.

It is a great regret to me that already four months have elapsed since my correspondence with him. This has been due to illness, and to urgent family claims arising before I had recovered from it.

Perhaps I should add that I belong to a family very well-known in the public life of our country. My late husband, Charles Roden Buxton, was a cousin of Lord Templewood, and a brother of the late Lord Noel-Buxton. Another brother is the Rt. Rev. Harold Buxton, Bishop of Gibraltar during the last war and now in retirement.

Believe me,

Most truly yours,

(Signed) DOROTHY F. BUXTON

(Mrs. C. Roden Buxton).

P.S. I have just received the report that the major villain of the piece on this story has emigrated to S. Africa. Perhaps he was advised to decamp!

LIST OF DOCUMENTS<sup>1/</sup>

Case of Mr. Michael Augoustides: a Survey by Dorothy F. Buxton.

The case as presented in the 'Judgment' of the Judge who presided at the Court.

D.F.B.'s Comments on the Judgment, supplemented by a letter of Mrs. Augoustides.

A list of Regulations referred to in the Judgment.

The landlord, Mr. Laws' Draft of his Defence.

D.F.B.'s Comments on the above statement.

The Agricultural Officer's Statement as to the value of the tenant's crops destroyed by Mr. Laws.

Note on Mr. Wood, the Plaintiff's lawyer; and his letters.

D.F.B.'s Correspondence with the Governor.

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Note by the Secretariat: All these documents are being kept on file by the Secretariat and are available for consultation by members of the Trusteeship Council.

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CASE OF MR. MICHAEL AUGOUSTIDES

Mr. Augoustides is a Greek settler, an experienced farmer of many years, and now elderly. His wife is German born, and was deported (along with other German settlers) on charges based on erroneous information, including a malicious allegation that her husband did not want her back - which was the exact opposite of the truth.

In 1953 I went into her case very carefully and submitted it to Mr. Lyttleton, then Colonial Secretary. This led to her reunion with her devoted husband after many years of separation. In Germany she had to live on National Assistance, helped by her husband with food parcels, and with clothing by myself. Her husband paid her fare from Germany to T.T. and I helped her with £20 for her fare to Hamburg and for other final expenses. For this she has always desired to refund me.

Mr. and Mrs. Augoustides are both very fine characters, thoroughly upright, God-fearing people and extremely hard-working; generous to neighbours who may be in need, and very humane towards their native employees who call Mr. Augoustides their "father with a big heart". Mrs. Augoustides shares her husband's view and has no objection to working alongside the workers. She and her husband are content to live quite unpretentiously and avoid all debt - of which they have a horror. Mrs. Augoustides is very thrifty, makes clothes for her husband, does knitting also for other people, as well as assisting in all the outside work. She tells me how much her husband "loves the soil". Her one longing has been to live a quiet life with him for their remaining years, and to be helpful to him in everything. Troubles and anxieties have however caused serious inroads on their health; and as a result also of their undeserved financial losses they can no longer hope to have a farm of their own, and are crippled with debt.

Being very simple minded people without much education, and entirely without experience in legal matters, they are ill-prepared to resist any would-be exploiters. A great additional handicap lies in their defective knowledge of English. Mrs. Augoustides has tried to teach it to her Greek husband, but her own knowledge of it is rather poor (her age is nearly 68).

In 1951 Mr. Augoustides had the misfortune to fall into the hands of a landlord (Mr. J.B. Laws) who was well known in the neighbourhood as a man of unbalanced mind, and wholly unscrupulous; - as Mr. Augoustides found out too late.

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Mr. Laws owns 3 farms; is reputed to be wealthy and therefore to be in a position to exercise great influence.

Wishing to farm some of Mr. Laws' land Mr. Augoustides accepted (November 1951) what he sincerely believed to be a legal contract. According to his statement it amounted to a sheet of typing, mentioning the period of time (1951-56) and the rate of rent. Mr. Laws assured him that he would send it to a lawyer to procure registration. Incidentally I should mention that later on local authorities questioned whether Mr. Laws had any right to let the land, it being at that time believed that he only acquired the title to it in 1954. But on this point I have no further information. In any case the lease was eventually declared to be an invalid document.

Until the autumn of 1954 no difficulty arose; the rent being paid yearly in advance. Mr. Laws then started to make fantastic demands, e.g. claims for rent already paid and additions to it. at the same time threatening Augoustides with eviction if he failed to pay it. Finally Mr. Laws prosecuted him for non-payment. In October (with the help of £50 from myself) he engaged the lawyer Mr. Wood (from the firm of Donaldson and Wood). The case was dismissed with costs on July 8, 1955.

I have never been informed as to the details of this first Court trial, and have assumed that Mr. Laws' varying, extravagant and obviously unjust claims spoke for themselves, so that the Judge had no hesitation in dismissing Laws' case. The original contract between the parties must, however, have been required from Mr. Wood in order to establish the original terms of the rent. If the Judge held it to be valid then it should have been easy for Wood to prove the validity of Augoustides' case in the subsequent trial. If on the other hand it was invalid how was it that Wood never warned his client of the risk he ran in continuing his non-legal tenancy?

Mr. Laws then proceeded to serve Mr. Augoustides with repeated notices to quit. To leave the farm however would have led to the loss to Mr. Augoustides of the crops on which he depended for his livelihood. Moreover Mr. Wood also assured him that his position was secure till the end of 1956. He therefore took no notice of the repeated notices to quit and threats of eviction.

Mr. Laws however desired the use of the land for other objects, and was determined to enforce his will by any means whatever if need arose even by bribery and corruption - as it appears to me to have been.

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When Mr. Augoustides paid his rent for 1956 in advance - his usual practice - Mr. Laws refused to recognise it as 'rent'. Nevertheless he kept it. On January 30, 1956, Laws took the law into his own hands. In the absence of the Augoustides he raided their farm with some of his native employees and cut down all the crops. (What an example to the natives that a white man should do such a thing!) On his return Mr. Augoustides at once set off again and came back with the District Land Officer and the Agricultural Officer, Mbulu, Mr. Cooper. Mr. Biggs, the Police Officer in charge (Mbulu) also visited the scene of destruction.

Mr. Cooper measured in detail the area of each crop destroyed and I append a copy of this report. All the witnesses agreed that Mr. Augoustides should prosecute Laws for this destruction, (which represented the whole of his property and means of subsistence at the time). Wood assured him that his case would undoubtedly be won.

A sitting of the Court had been expected for January 1956. It was however three times deferred and did not take place till nearly 18 months later. Why this long delay? I cannot help thinking it was due to Mr. Laws' difficulty in finding a lawyer who was prepared to trump up a case, and the further difficulty (one must hope it was a difficulty!) of securing a Judge who would accept it. I need hardly add that it was not the same Judge as in the preceding Court.

Shortly before the Court was held a singular thing happened. In September 1957 Augoustides received a letter from Wood as follows:

"Your case against Mr. Laws is due for hearing before the High Court which is commencing its Civil Sessions early next month. We are enclosing a copy of the Defence filed in Court by the other party. You will see therefrom that the Defendant is amongst other things relying on a defence that your licence in respect of Dohomo Estate constituted an inoperative dealing with the land by virtue of the Land Regulation 3, 1948.

"There are several preliminary issues arising out of these matters and in order to curtail expenses we have agreed to argue these issues before the Judge in the first instance for his ruling. It is no use calling witnesses from long distances ... before settlement of these issues."

Under the aegis of the Judge this private meeting took place with Mr. Swaffin, Counsel for Laws, and Wood. The latter - as events proved - seems to have accepted in main part the argument based on this "preliminary issue", and the decision to dispense with witnesses. An outstanding question seems to be this: surely it is a most improper procedure to hold a Court without summoning the witnesses for one of the parties concerned? What is the purpose of a Court at all if the proceedings and the final issue are privately settled beforehand? Mr. Wood however was apparently won over to it. In his statement - at any rate as referred to in the Judgment - he made no mention of the lawlessness of the act of violence by which Laws effected Augoustides' eviction.

I enclose a copy of this Judgment which was sent to me by Wood himself. In view of the rather confused nature of the Judgment I append (1) a list of the Regulations to which both parties referred, together with (2) some of the comments which spring to the eye of a non-professional person like myself, and (3) a copy of Laws' own Draft of his Defence, and my comments on it.

The interpretation of No. 1, (Land Regulation 3, 1948) is the decisive factor in the present case; Mr. Lowe, the Magistrate, acting as Judge, assumes that the obligation to obtain the Governor's consent rests with the tenant. Hence his Judgment in favour of the Defendant, and the penalty of paying (costs) on Augoustides. But to the unprejudiced reader the wording of the Regulation obviously conveys that the obligation rests with the landlord.

Augoustides has been obliged, to take employment at wages which leave no margin for lawyers' and Court expenses, and for the first time in his life he is burdened with debts.

Immediately on receiving the Judgment I wrote to Wood saying that I thought there was a great deal more to be said from the legal point of view, and that I would write to the Governor about it. I think it was probably the result of this threat that Mr. Swaffin took a precautionary measure to strengthen his client's position by persuading Laws to hand back the £125 which he had refused to accept as rent for 1956. This may have been due to representations by Wood, and did at any rate considerably reduce the expense of the Costs.

I should add that Mr. Laws, on engaging Mr. Swaffin, wrote out a Draft of his own Defence, a copy of which I enclose. One has only to read it to realise the unbalanced nature of his mind. What he says as to the Agreement is in

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complete contradiction to the statement of Mr. Augoustides as to his typed contract. Laws even goes on to deny that he "wrongfully cut down, destroyed or damaged crops"; any such items on the land were the property of Laws Ltd. (a Company he claimed to have set up); Pars. 18 and 19 affirm that all the crops found were so poor as to have very little value; moreover he ignores any kind of violence or "wrong-doing" on the grounds that the land being his, and Augoustides having no "rights", Laws could do what he liked with his own. Mr. Swaffin paid no attention to most of Laws' claims and confined his case to the lack of Governor's consent.

In view of the notoriously bad character of Laws, and the very reliable character of Augoustides, it is surprising to myself, as well as to the local officials that Laws was enabled to win his case, thereby reducing a very worthy couple to desperate poverty. Even before the case came on Augoustides had been working himself to death under his very exacting employer in order to keep free from debt.

My hope that the Governor, Sir Edward Twining, would intervene has been disappointed. I sent him all the relevant papers and hoped that he would obtain a lawyer's decision as to the meaning of Land Regulation 3 (1948). In response he undertook to investigate the case; but this so-called 'investigation' must apparently have been done without any prior examination of the papers. After a short interval one of his officials wrote to me on his behalf;

"I have caused enquiries to be made into the allegations which you make, and I have found no evidence to support them ... Mr. Augoustides has a right of appeal to the East African Court of Appeal if he feels aggrieved by the decision of Mr. Justice Lowe".

What however this investigation was worth is revealed in the fact that information was sought from only one of the parties at issue. Mr. Augoustides was never approached. Was Mr. Wood perhaps approached? If so he has not informed his former client.

Signature (Dorothy F. Buxton)

(Mrs. Charles Roden Buxton)

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