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Yours very sincerely,
W MacKinnon



BRITISH EAST AFRICA

OR

I B E A

A HISTORY OF THE FORMATION AND WORK OF

*THE IMPERIAL BRITISH EAST
AFRICA COMPANY*

COMPILED WITH THE AUTHORITY OF THE DIRECTORS FROM
OFFICIAL DOCUMENTS AND THE RECORDS OF THE COMPANY

BY

P. L. M^cDERMOTT

ASSISTANT SECRETARY

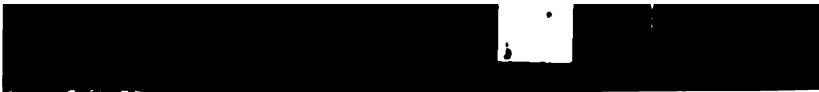
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LONDON: CHAPMAN AND HALL, LD.

1893

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PREFACE

THIS work was undertaken at the express desire of the late Sir William Mackinnon, who, to the last moments of his life, was impressed with the responsibilities of an enterprise promoted under his auspices; and was well advanced at the period of his death.

Hence the obligation incumbent on his fellow-directors, in conformity with the wishes of their late President, to place on record a concise and authoritative account of the circumstances which led to the formation of the Imperial British East Africa Company, by way of explaining its constitution and character, and of vindicating its aims and ends.

If, from a Shareholder's point of view, the success of its operations has fallen short of expectation, the causes are herein narrated, upon evidence, it is believed, that cannot be gainsaid. It was recognised that large preliminary measures directed to the security of administrative occupation, on the lines prescribed by the Charter, would be indispensable; and as their extension to the far interior constituted, in the main, national purposes, the extent to which these have been attained must be

the measure of the value of the work accomplished by the Company.

That these purposes would eventually conduce to the legitimate advantage of the Company was the consideration that prompted its action, relying, as it did, upon the support to which it was entitled in the exercise of rights and privileges conferred by the Sultan's concession, or foreshadowed by international Agreements. For their realisation the Company's resources could not otherwise be rendered adequate, without prejudice to the progress of commercial, agricultural, and industrial development.

On the other hand, failing such action, it was evident that neither could the Company fulfil its mandate as the pioneer of the country's Colonial policy, while confessedly advancing its own interests; nor could the acquisition of the vast unexplored territory 'ceded to it,' and destined to form the British sphere of influence, be secured to the State.

Whether, politically speaking, the constitution of the Company by Royal Charter was or was not expedient, is a question with which the Company is not concerned. One thing is certain, that whether, or not, the end justified the method, the responsibility of its adoption rests with equal weight upon all parties alike. To the Liberal party belongs the merit of initiating it. Equally certain is it, that no other means could be made available by

either party for the creation of the new field that presented itself for the extension of British trade and colonisation in the immediate future.

The following pages record the results of private efforts and the outlay of private capital in attaining a common object, to the prosecution of which Foreign States were content to devote the expenditure of large sums of public money; and in surmounting obstacles from the burden of which the enterprise of the latter was wholly free.

In this connexion it may be noted that the Royal Niger Company was authorised to impose taxes and duties to meet administrative charges; and, further, was empowered, on receiving its Charter, to treat, as Capital expenditure incurred for national purposes, a part of the great outlay which had been forced upon it owing to the rivalry of France and Germany. The stipulated amount was £250,000, upon which interest was to be secured at a fixed rate per annum by the levy of special dues to be devoted to this purpose. The quarter of a million, thus provided for, constitutes the recognition by Her Majesty's Government of services done and outlay incurred by the said Company in effecting territorial expansion in the Niger basin, and represents a grant in aid of costly expeditions identical in nature with those undertaken by the Imperial British East Africa Company for the like ends, and with the like results.

In her Majesty's Niger Coast Protectorate the administration is permitted to collect a revenue, which, by the last accounts,¹ amounted to no less a sum than £73,000 for the year, on spirits imported into the country. The Imperial British East Africa Company, on the other hand, has voluntarily prohibited all importation or sale of spirits to natives in its territories, and has applied, in the most rigorous form, the rules embodied in the Brussels Act, in order to benefit the native races in the British sphere of influence.

Such conditions of prosperity and thrift enjoyed by other companies similarly situated may be contrasted with the disabilities imposed on the Imperial British East Africa Company—disabilities which were incidental perhaps to the suzerainty of the independent Sultan of Zanzibar, prior to the establishment of a British Protectorate; but which, on the Protectorate system (exemplified in Chapter XV.) being extended to the concession territory must lapse to the advantage of the general administration of the Dominion in addition to the adventitious aids accruing to the Sultanate from the transfer of portions of its territory to other Foreign States.

A. B. KEMBALL,
Chairman of the Court of Directors.

August 29, 1893.

¹ Foreign Office, 1893, Annual Series, No. 1215.

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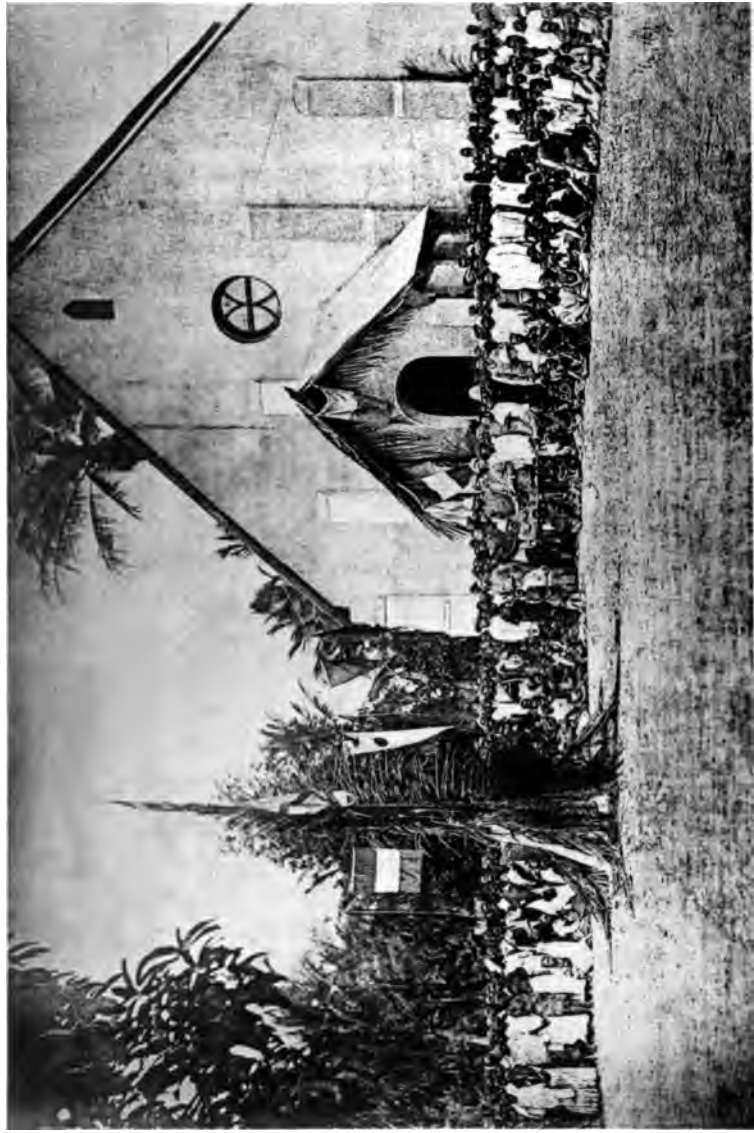
ILLUSTRATIONS

FRONTISPIECE—Sir William Mackinnon, Bart., Founder of the
Imperial British East Africa Company.

Presenting Papers of Freedom to 1422 Runaway Slaves.

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[REDACTED]



Presenting Papers of Freedom to 1422 Runaway Slaves
At Kaba, 1st January, 1890, by





CHAPTER I

INTRODUCTORY

UP to the year 1856 the East African possessions belonging to Zanzibar, and the kingdom of Oman in Arabia, were ruled as one dominion by the sovereign of the latter state. In 1840 Seyyid Saïd, who had succeeded to the throne of Oman in 1807 on the death of his father Seyyid Sultan, selected Zanzibar as his permanent residence, committing the rule of Muscat and the other provinces to his sons or relations. In a letter which Seyyid Saïd addressed to the Earl of Aberdeen in 1844 he expressed his wishes as to the succession to his dominions after his death. His African possessions, extending from Magadisho (about $2^{\circ} 10'$ north latitude) to Cape Delgado (about $10^{\circ} 42'$ south latitude), with the adjacent islands, he assigned to his son Khalid; and his possessions in Oman and the Persian Gulf he left to the sovereignty of his son Thuwainy. Seyyid Khalid died in 1854, in the lifetime of his father, who then publicly appointed another son, Majid, to the administration of the East African possessions. Seyyid Saïd died at sea in 1856, and a dispute arose between the two brothers, Thuwainy and Majid, as to the succession. The former claimed, as being the eldest son, ruling the parent state of Oman, the right to hold these territories under his own

sovereignty, and a collision between the two brothers was only avoided by their agreement to submit their rival claims to the arbitrament of the Governor-General of India.

By the award of Lord Canning, in 1861, the Arabian and African domains were declared independent, and Majid was confirmed as ruler of Zanzibar and the East African possessions of his father, the late Sultan Seyyid Said. The Sultan of Zanzibar was to pay the ruler of Muscat an annual subsidy of 40,000 crowns (about £8000), not as a tribute, but by way of compensation to the state of Oman for the abandonment of its claim on the African dominions held by the late Sultan, and for the purpose of adjusting the inequality between the two treasuries.

At this period, and for many years previously, almost the entire local trade of the East African coast was in the hands of British Indian subjects who had settled there, and the reference of the dispute between the brothers Majid and Thuwainy to the arbitrament of Lord Canning was an acknowledgment of the paramount interest and influence of the British Indian Empire in East Africa as well as Muscat. At a later period the Indian Government took upon themselves the payment of the annual subsidy due by Zanzibar to Muscat; but they did so, firstly, out of consideration for the Sultan of Muscat, to whom the Sultan of Zanzibar refused to make any payment; and, subsequently, because it was thought important to British and Indian interests—so largely concerned in East Africa—to maintain peace under the terms of the Canning award.

Seyyid Majid died in 1870, and was succeeded by Seyyid Barghash, his brother. In 1872 Zanzibar became for the first time connected with the ports of India and Europe by the establishment of a regular line of mail steamers. This enterprise was carried out by Sir William Mackinnon, Chairman of the British India Steam Navigation Company; and Sultan Barghash so intelligently appreciated the benefits conferred on his dominions by this service, and the advantages likely to accrue to his subjects from a closer association with British commercial interests, that in 1877 he offered to Sir William Mackinnon (or to a company to be formed by him) a concession under lease for seventy years of the customs and administration of the whole of the dominions of Zanzibar, including all rights of sovereignty, with certain reservations in respect of the islands of Zanzibar and Pemba. Sir William Mackinnon, however, declined to proceed with the negotiations on finding that he could not obtain from the Foreign Office the support he deemed necessary; and it may be added here as an unquestionable fact, and one of considerable importance in view of subsequent events, that Sir William Mackinnon would have similarly acted in regard to the second concession, which led to the formation of the Company, had he not felt assured of the support of her Majesty's Government, of which the Royal Charter was regarded as a pledge. The interests of Zanzibar, as well as of Great Britain, were before long to suffer for this mistake of policy in not at that early period meeting the Sultan's wish, which was that Zanzibar should be treated as entirely under British influence. Between 1880 and 1885

certain German subjects made their appearance on the east coast, and, advancing on the mainland, succeeded in extracting a number of 'agreements,' or so-called 'treaties,' from several of the chiefs in the interior. On 17th February 1885 the Emperor of Germany granted a charter of protection to the Society for German Colonisation for the acquisitions in question. The proceedings of those German agents led to Lord Granville, then Secretary of State for Foreign Affairs, addressing to the German Government a representation of the importance of the British and British Indian interests concerned in Zanzibar and on the east coast generally, and pointing out the uneasiness which was felt in this country lest the Government of Germany should have intentions in regard to Zanzibar detrimental to the independence of the Sultan and the interests of Great Britain and India. The German Government disavowed such intentions, declaring that the annexations to which the Imperial protection was extended lay 100 miles back from the territories of the Sultan of Zanzibar. The Sultan, however, on learning of the proclamation of protection, despatched to the Emperor of Germany a telegram protesting against the 'treaties' made by the German agents and sanctioned by the Emperor as being infringements of his own sovereignty. 'These territories are ours,' the Sultan declared, 'and we hold military stations there, and those chiefs who proffer to cede sovereign rights to the agents of the Society have no authority to do so; these places have been ours from the time of our fathers.'

On 25th May 1885 Lord Granville informed the German Government, in reference to this protest, that

while her Majesty's Government were satisfied that the Government of Germany meant to respect the independence of the Sultan of Zanzibar, some difficulty was experienced in ascertaining what extent of territory the Sultan was justified in claiming. Whilst viewing with favour the German schemes of colonisation, Lord Granville referred to the scheme of 'some prominent British capitalists . . . for a British settlement in the country between the coast and the lakes, which are the sources of the White Nile, and for its connection with the coast by a railway.' In order to avoid any clashing of interests in the interior between British and German subjects, Lord Granville threw out a suggestion for a delimitation of territory similar to that which had averted a like contingency at the Gulf of Guinea. The Government of Germany accepted the suggestion, and on the 30th June Count Munster proposed to Lord Salisbury a Delimitation Commission to define the territory of the Sultan of Zanzibar, which the three Powers—Great Britain, France, and Germany—agreed to respect, so as to distinguish it clearly from the districts occupied by the subjects of the German Empire.¹ The principal difficulty lay in the Kilimanjaro district, over which the Sultan claimed sovereignty in virtue of treaties made by General Mathews. The Germans based their claim to the same district upon treaties subsequently concluded by themselves. Moreover, at Taveta Mr. H. H. Johnston concluded treaties with several of the chiefs in September 1884, and by a deed of transfer the territorial rights thus acquired were passed over to the British

¹ See Parliamentary Paper, Africa No. 1 (1886).

Company to which Lord Granville referred in his despatch of 25th May 1885. The German Government appear to have thought that it was under a concession from the Sultan of Zanzibar the Company proposed to work this territory, and that any steps taken by the Company under such sanction must prejudice the results of the Delimitation Commission. Lord Salisbury therefore assented to the request of the German Government that the operations of the British Company should be deferred until the work of the Commission was completed. On the other hand however, the German Government declared its inability to similarly suspend the activity of the German Company in the Kilimanjaro district, contending that while any action on the part of the British Company would prejudice the decisions of the Commission, such would not be the case in regard to the proceedings of the German Company. This was in January 1886. On the 17th of the following month, Lord Rosebery, who had assumed the seals of the Foreign Office, intimated to the German Government that, as it was in virtue of treaties made by Mr. H. H. Johnston with the chiefs, and not of any concession from the Sultan of Zanzibar, that the British Company claimed its rights in the Taveta district,—and as information had been received that the German Company was pushing up to Kilimanjaro,—the British Company would probably send agents to secure that its rights were undisturbed, and her Majesty's Government, under the circumstances, could not prevent the Company from so doing. In this decision the German Government now expressed their acquiescence.¹

¹ Africa No. 3 (1887), page 17.

On the 29th of October, and the 1st of November, 1886, communications were exchanged in London between Count Hatzfeldt, the German Ambassador, and Lord Iddesleigh, the Foreign Secretary, embodying an Agreement as to the limits of the Sultan of Zanzibar's sovereignty, and the delimitation of the 'spheres of influence' of the two Powers in East Africa. The principal articles of this Agreement were :—

1. The sovereignty of the Sultan of Zanzibar was recognised over the islands of Zanzibar and Pemba, and over the smaller islands within a radius of twelve sea miles of them, as well as over the islands of Lamu and Mafia. On the mainland the Sultan's sovereignty was recognised for an internal depth of ten sea miles along the coast from Tunghi Bay to Kipini; and north of this point were included the ports of Kismayu, Brava, Merka, and Magadisho, with radii landwards of ten miles, except in the case of the last mentioned, in which the landward radius was fixed at five miles.

2. The territory bounded on the south by the Rovuma River, and on the north by a line starting from the mouth of the Tana and following the course of that river or its affluents to the point of intersection of the Equator and the 38th degree of east longitude, and thence to the intersection of the 1st degree of north latitude with the 37th of east longitude, was delimited by the two Powers into 'spheres of influence' within which they were respectively free to operate. The line of demarcation started from the mouth of the River Umbe, and skirting the northern base of Mount Kilimanjaro, was drawn to the point on the eastern shore of the Victoria Nyanza which

is intersected by the 1st degree of south latitude. Each Power pledged itself not to make acquisitions of territory, accept Protectorates, or interfere with the extension of the other's influence across this line.

3. Both Powers recognised as belonging to Witu the coast-line commencing to the north of Kipini and continuing to the northern extremity of Manda Bay.

4. Germany gave her adhesion to the Declaration, signed by Great Britain and France on the 10th March 1862, with regard to the recognition of the independence of the Sultan of Zanzibar.

On the 8th December 1886 the Government of France intimated their acquiescence in the terms of the foregoing Agreement.

The Sultan of Zanzibar, in accepting this arrangement on 4th December 1886, agreed to grant a lease of the customs of certain of his ports to the German East African Company, to withdraw his protection from the district of Kilimanjaro, and to relinquish his claims to sovereignty over the Witu coast. The Sultan also gave his adhesion to the stipulations of the General Act of the Berlin Conference, with the important reservation that the principle of free trade was not to be applied to his territories.

On the 25th May 1887, all questions respecting the extent of his sovereignty having now been settled, the Sultan of Zanzibar was able to carry out his long cherished wish, and defend from further encroachment the remainder of his rights by granting the concession¹ to the British East African Association (as the Company was

¹ See Appendix No. 1, *Concession of 1887*.

then styled). This concession was not sought by Sir W. Mackinnon, but was offered to him voluntarily through the British Consul-General at Zanzibar, and accepted by him on the understanding already mentioned. The concession was for a period of fifty years, and it delegated to the Company all the Sultan's power on the mainland from the River Umbe to Kipini, with the right of levying taxes, collecting the customs, disposing of public lands, administering justice and government generally. In consideration of this concession the Company agreed 'to pay his Highness the Sultan the whole amount of the customs duties, which he now receives both from the import and export trade of that part of his Highness's dominions included in this concession.' The tariff of those duties had been fixed and limited by the commercial treaties between the Sultan and other Powers, and was, generally, a duty of 5 per cent. *ad valorem* on all imports, and a produce tax (commonly called an export duty, because usually collected at the port of shipment) of from 10 to 15 per cent. *ad valorem* 'on such merchandise and produce as are herein named (in the treaties), brought to the ports in his Highness's dominions, either from his own territories or from districts on the African continent which lie beyond.' The treaties exempted subjects of the respective treaty powers from all taxation in the dominions of the Sultan of Zanzibar, excepting the customs duties above specified.

The concession granted by Sultan Barghash to the German East African Company in April 1888 was in terms almost identical with the concession granted in the previous year to the British East African Association. The

annual average of the sum to be paid to his Highness on account of the customs was to be fixed, in both cases, in accordance with the results of the first year's experience. In the German concession, however, it was specifically provided that, whilst paying over to the Sultan month by month the total customs duties collected by the Company during the first year, the Company were to deduct the expenses of collection to an amount not exceeding 170,000 rupees, and to receive a commission of 5 per cent. on the net sum paid to the Sultan.¹ It was also stipulated in the British concession that the Sultan should receive, in addition to the fixed rent, such proportion of the net profits after payment of 8 per cent. to the shareholders as should pertain to one founder's share to be allotted to him; and he was further to be paid 50 per cent. of the 'additional net revenue' coming to the Association after payment of the stipulated rent.

During the year 1887 twenty-one treaties were concluded with tribes in the interior—Wagalla, Wadigo, Wakamba, Wateita, and others—conferring upon the Association sovereign rights for a distance of 200 miles from the coast. On the 18th April 1888 the founders of the Imperial British East Africa Company executed an agreement² to form themselves into a company, and subscribed a sum of £240,000 for the purpose. The objects of the Company were declared to be (1) to take over the concession from the Sultan of Zanzibar of May 24th, 1887; (2) to obtain from the Crown a charter of

¹ By the terms of Article IX. of the Concession of October 1888 the British East Africa Company became entitled to the same conditions.

² See Appendix No. 2, *Founders' Agreement*.

incorporation ; (3) to undertake the administration of the territory conceded by the Sultan ; (4) to acquire territory from native chiefs in the British sphere of influence, by treaty, by purchase, or otherwise ; (5) to establish civil and judicial administration in the districts under the rule of the Company ; (6) to levy taxes, customs, etc., to grant licences, to construct roads and public works, to coin money, and generally to exercise all the rights pertaining to sovereignty over acquired districts ; and (7) to undertake trading operations.

In the early part of 1887 Mr. Stanley started on his expedition for the relief of Emin Pasha, proceeding *via* the Congo instead of from the east coast. The German East African Company addressed a petition to their Government expressing their apprehensions lest Mr. Stanley's expedition should, after effecting its purpose, be utilised for the establishment, or paving the way for the establishment, of British Protectorates at the back of the German sphere of action in East Africa. Baron von Plessen explained to Lord Salisbury that in the delimitation made the preceding October, 'the main question was the arrangement of a line of demarcation, on the north of which the English were free to operate, while the Germans were to operate on the south of it. England expressly engaged not to acquire possessions, accept Protectorates, or oppose the extension of German influence to the south of the line of demarcation ; and although it was true that no special geographical line had been expressly fixed by agreement for the delimitation to the west, Baron von Plessen said that the Imperial Government had started from the idea that England would leave Germany a free

hand for the future in the territories south of the Victoria Nyanza, and, without interfering with the territories lying to the east of the lakes Tanganyika and Nyassa at the back of the German Protectorate, would confine herself to opening up the territories lying to the north of the agreed line.'—(Lord Salisbury to Sir E. Malet, July 2nd, 1887.) On 8th July Mr. C. S. Scott informed Lord Salisbury that this view of the respective rights of the two countries to the west of the Victoria Nyanza was 'clear and most satisfactory' to Count Bismarck.¹ This, therefore, was the understanding upon which the Imperial British East Africa Company petitioned for and accepted its charter, namely, that the Germans would confine their operations 'for the future,' in the words of Baron von Plessen, to 'the territories south of the Victoria Nyanza.'

The charter² was granted by her Majesty on 3rd September 1888. It was published in the *London Gazette* of the 7th September; and it was a noticeable coincidence that on the same day there appeared in the *Times* a telegraphic summary of an article in the *Cologne Gazette* affording the first overt indication of the line which German subjects had resolved to adopt in East Africa towards their British neighbours, ignoring the extent to which they had been helped in acquiring their own extensive sphere by the friendly offices of the British Government. The project now started in Germany was ostensibly one for the relief of Emin Pasha—a work already accomplished by Mr. H. M. Stanley—but Herr Gerhard Rohlfs, the writer of the article, was compelled,

¹ Africa No. 1 (1888), pp. 79, 85.

² See Appendix No. 3, *Charter*.

when declaring State aid to be 'absolutely necessary,' to disclose its real object. 'As this expedition,' Herr Rohlfs wrote, 'is likely to assist in consolidating German colonial enterprise in Africa, no sacrifice should be spared for carrying it into execution.'

On the 24th of August Sir William Mackinnon had communicated to the Foreign Office a letter written on behalf of the Company to Emin Pasha, inviting his co-operation in the work of civilisation and development which it was about to undertake in East Africa. The Company had the stronger reason for expecting that this proposal would be acceptable to Emin Pasha, from the facts that the work would be of the same nature as that which had occupied himself for several years in the Equatorial regions, and that the operations of the Company, and its extension towards the interior, would open up to the Pasha—all the sooner with his co-operation—that road to the east coast which he had so often and so earnestly declared to be the one desideratum of the Nile provinces. Sir William Mackinnon now drew Lord Salisbury's attention to the article in the *Cologne Gazette* in an important and forcible letter addressed to him on 24th September 1888. In that letter it was pointed out to Lord Salisbury that a German expedition proceeding from the German sphere to Wadelai, and having in view, as Herr Rohlfs avowed, the 'consolidation of German colonial enterprise,' must necessarily indicate 'a desire on the part of the German Company to obtain with the aid of their Government a portion of the territory to the west of the Victoria Nyanza and not within the limits of the territories agreed to for the sphere of German influence

as defined by Baron von Plessen in the conversation with your Lordship recorded in your despatch to Sir E. Malet of 2nd July 1887, in which it is expressly stated that Germany desired a free hand only in the territories south of the Victoria Nyanza, and eastwards from the lakes Tanganyika and Nyassa.' The Germans were thus preparing to do what they protested their apprehensions of our doing, by the instrumentality of Mr. Stanley's expedition returning to the east coast after relieving Emin Pasha. It was urged upon Lord Salisbury that, if the intention ascribed to the German Company were true, its execution would seriously interfere with the prospects of the British Company and involve a violation of the Agreement of July 2nd, 1887; and Sir William Mackinnon further strongly represented that, in order to avoid misunderstandings in the future, detrimental to the interests of both countries, a formal delimitation of the boundary west of the Victoria Nyanza should be made in accordance with the terms of the Agreement just referred to—that is to say, 'by drawing a line due westward from the southernmost point of the Victoria Nyanza (supposed to be on the parallel of latitude of about 2° south) till it meets the eastern boundary of the Congo Free State as defined by the Berlin Convention.' This delimitation would leave the Germans a free hand over the territories claimed for them by Baron von Plessen, and in pressing the matter on Lord Salisbury's attention Sir William Mackinnon added, that 'the generous manner in which the desires of Germany have already been received and met by her Majesty's Government entitles us to expect that our representations in the aforesaid circumstances will

not fail to receive similar treatment at the hands of the Government of Germany.' How correct was Sir William Mackinnon's apprehension in respect of Herr Rohlf's avowals, was amply justified in the event, when the expedition thus conceived in Germany was despatched, in the following year, under command of Dr. Peters.

Lord Salisbury, in reply, reminded Sir William Mackinnon that 'an understanding already exists'—the understanding of July 2, 1887, to which Sir William made reference in his letter—'between the British and German Governments in regard to the action of either in the rear of their respective spheres of action on the east coast of Africa,' and that he would cause inquiries to be made at Berlin as to what foundation existed for the reports in question. Later, on 13th October, Lord Salisbury again wrote to Sir W. Mackinnon, confidentially informing him that from reports which had reached him it appeared likely that the projected German expedition for the relief of Emin Pasha would not take place, and as, therefore, the dangers apprehended by Sir William would not arise, it became unnecessary to raise the question of a further definition of spheres of influence to the west of the Victoria Nyanza.

Sultan Barghash died on the 27th March 1888, and was succeeded on the throne of Zanzibar by his brother Khalifa.

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CHAPTER II

THE NAVAL BLOCKADE—THE RUNAWAY SLAVES

THE German East African Company formally received charge from the Sultan, on the 16th August 1888, of the coast-line included in their concession. Immediately on proceeding to take possession of the new administration the Germans, owing in the first instance to an act of indiscretion in relation to the Sultan's flag, were received with open hostility. The chief Director of the Company, on attempting to land at Pangani, was fired on by the townspeople; the boats of a German war-vessel were fired on at Tanga, and the vessel bombarded the town; even the British flag was insulted in the excitement of the insurgents. The Germans were obliged to withdraw from the coast, and the German flag was pulled down. The whole coast burst into a flame of rebellion against European authority, and the people even threatened to renounce their allegiance to the Sultan of Zanzibar if he attempted to re-establish the Germans. It was at this critical juncture that Mr. George S. Mackenzie arrived at Zanzibar, with a small pioneer staff, to take over the coast leased under the concession to the Imperial British East Africa Company. On 9th October the Sultan Khalifa signed an amplified text of the Concession already granted by his predecessor Barghash. Before

the arrival of Mr. Mackenzie and his staff at Mombasa from Zanzibar a disturbance had broken out at the former place between the townspeople and the Zanzibari porters engaged for the Company. In view of the insurrection on the neighbouring German coast, the outbreak, which was regarded as a backwash of the disturbances in the south, was felt to be serious enough to call for an immediate display of repressive force; and the prompt despatch to Mombasa of a body of the Sultan's troops under command of his uncle, with the presence of two British war-ships (the *Boadicea*¹ and *Stork*) had the desired effect. Quiet was restored, and the Administrator of the British East Africa Company was able to address himself to his work without apprehension of further disturbance. The Company did not hoist its flag in the Sultan's territory, nor disturb the native officials, so that the administration went on without change.

An important consequence of the troubles on the German coast was the establishment by Great Britain and Germany of a joint blockade of the mainland coast of the Zanzibar dominions ostensibly 'against the importation of arms and the exportation of slaves.' In a despatch from the Foreign Office, dated November 1st,² Colonel Euan-Smith was informed 'that her Majesty's Government had agreed with that of Germany, in view of the rebellion against his (the Sultan's) authority which had broken out on the mainland under the influence of the slave-dealers, to establish, in conjunction with his Highness, a blockade over the coast of his continental

¹ The flagship of Admiral Fremantle, to whom, and to the officers of the squadron, the Company is indebted for constant and cordial support.

² Africa No. 10 (1888), p. 81.

dominions, in order to cut off the importation of munitions of war to his insurgent subjects, and to put a stop to the exportation of slaves.' This diplomatic phraseology, however, obscured the main object of the blockade as well as the causes which gave rise to it. The rebellion had broken out, not against the authority of the Sultan, but against that of the German Company, and had no connection—indeed had not before been alleged to have any connection—with the business of the slave-dealers. Nor, indeed, from the antecedent attitude of German subjects on the mainland (between whom and their Government natives could not be expected to distinguish) towards slavery and the slave trade was there any reason for the slave-dealers to apprehend much interference with their special traffic as a consequence of the establishment of German administration. Writing to the Marquis of Salisbury, on the 1st June 1888, on the subject of his communications with Herr Vohsen, the Director-in-Chief of the German East African Company, and with special reference to the abolition of slavery and the slave trade, Colonel Euan-Smith said : ' Herr Vohsen declared his concurrence in these views, and added that he was determined to do all in his power to discontinue the employment by the officials of the Company of all forced labour. I told him that for some time past the Germans on the coast had virtually been directly encouraging the slave trade by making large cash advances to Arab contractors for the supply of labour, and that many raw slaves were said to have been supplied in this way. Herr Vohsen said he knew this had taken place, and that the practice should now cease.'¹

¹ Africa No. 10 (1888), p. 21.

Apart from the troubles on the German coast, the question of the importation of guns and gunpowder was one that deserved attention. On 28th June 1888 Colonel Euan-Smith brought this matter strongly to the notice of Lord Salisbury.¹ Returns made from the custom-house showed the quantities of arms and ammunition imported into Zanzibar from 1st January to 23rd June 1888 to have been :—

Fire-arms of all sorts,	.	37,411
Pistols,	.	188
Bullets,	.	1,000,000
Caps,	.	3,100,000
Cartridges,	.	70,650
Gunpowder,	.	69,350 lbs.

In addition to the above, large consignments were daily expected, especially one of 800 revolvers, 5000 rifles, and some 200,000 lbs. of gunpowder. No English powder, as a rule, was to be obtained at Zanzibar, as it was found to be too expensive for that market. It was estimated that from 80,000 to 100,000 fire-arms of all kinds found their way annually into Africa through the eastern ports, and weapons of precision (breech-loading rifles) were rapidly supplanting the inferior and old-fashioned guns. On the 28th of the following month Colonel Euan-Smith further reported that arms and ammunition in large quantities were stated to find their way to the mainland through Nossi Bé and other islands under French protection. With a view to stopping this disastrous trade it was recommended that joint action should be initiated by all the Powers having control on the east coast. The action of

¹ Africa No. 10 (1888), p. 24.

Great Britain and Germany alone would still leave the source of supply through the Portuguese ports open, as had proved to be the case when Sultan Barghash, during the war of Mirambo against the Arabs in Unyamwezi, stopped the export of powder from Zanzibar to the coast for three years.

The President of the Imperial British East Africa Company, in a letter addressed to Lord Salisbury on the 19th November 1888, pointed out the anomalous character of the proposed blockade and its probable injurious effects upon British commerce and the interests of the Company. In the House of Lords, on 6th November, the Marquis of Salisbury had admitted, in reply to a question put by the Earl of Harrowby, that the slave-traders had not been the only cause of the 'calamities' which had befallen the German Company. 'I should say,' he explained, 'that the increase of the slave trade has been the disposing cause, and the very great errors committed by the Company have been the exciting cause, and the two together have resulted in the terrible misfortunes which have occurred.' Lord Salisbury added, as justification for joining Germany in this blockade, that 'if you close the German coast to the importation of arms, and the exportation of slaves, it would simply lead to turning the traffic round to the English coast.' But the Company's administrator telegraphed on the 9th November that the Customs service was fully adequate to supervising the ports and effectually preventing the traffic in slaves, and the importation of arms and munitions of war. Sir William Mackinnon again pointed out to Lord Salisbury not only the absence of any necessity for the blockade as

far as the British coast was concerned, but its impolicy and probable injurious effects. In the interests of British commerce it was urged that the blockade should not include the ports administered under British authority, nor vessels sailing under British colours to and from those ports. Matters were progressing satisfactorily on this coast. The advent of the British East Africa Company had been cordially welcomed by the natives. It was feared, therefore, that the 'combined appearance of the British and German flags for the prosecution of a blockade along the coast-line under British influence would most probably lead the Arabs and natives to the conclusion that we are in combination with Germany for the use of force ashore as well as by sea, and this impression could not fail to have disastrous effects upon the prospects of the Imperial British East Africa Company.' While the Germans were blockading the ports from which they had been expelled by the natives, the British fleet would be in 'the anomalous position of blockading territory under British administration, where no disturbances have taken place, and where we are cordially welcomed by the native population.' Lord Salisbury was finally assured that, on the issue of the Sultan's proclamation prohibiting the importation of arms and ammunition, the British Company was 'fully prepared to render every possible assistance and support in the exclusion of arms from the interior.'

The Proclamation of blockade was, nevertheless, issued in the name of the Sultan on 29th November 1888, and the blockading fleets left Zanzibar for the coast next day. The official notification was published in the *London Gazette* of 4th December 1888. In a 'Memorandum for

the information of British subjects and Europeans, etc., in the interior of Africa,'¹ issued by the British Consul-General on 12th November, the effects indicated as certain to ensue from the operation of the blockade gave significant confirmation to the apprehensions expressed by Sir William Mackinnon to Lord Salisbury in his letter before quoted. 'The blockade,' said the official memorandum, 'will irritate the tribes upon the coast, and this feeling may very probably make itself felt far inland. . . . All Europeans in the interior should therefore be prepared for a sudden wave of feeling hostile to Europeans and European influence.' On 16th November Colonel Euan-Smith reported generally to Lord Salisbury that the blockade would be ineffectual in stopping the slave trade, or the importation of arms and ammunition; that it would 'bring about an explosion of great, if only temporary, hostility to all Europeans in the interior, which for the time being may prove very dangerous to life and property'; that it would be very injurious to trade, British Indian subjects being the chief sufferers; and that 'any immediate extension of the blockade to that portion of the coast which remains up to the present in a condition of entire peace and quietude would have a very alarming effect.' The original limits of the blockade were from Tanga to the Rovuma,—that is, along the German coast. On 20th November Admiral Fremantle reported to the Admiralty that 'at Mombasa affairs are quiet, but it is found that no less than 900 runaway slaves are at the Church Missionary Society's stations at Rabai, and, as far as I can judge, very little would be

¹ Africa No. 1 (1889), p. 3.

needed to cause an outbreak there.' This difficulty was overcome by the action of Mr. Mackenzie, the Company's administrator, in negotiating the liberation of these runaway slaves in a manner to conciliate their masters, whereby, in the words of Admiral Fremantle, this gentleman had 'literally won golden opinions, the Arabs spontaneously giving him a feast.'¹

The situation was a delicate one, and threatened disastrous results, had the danger not been averted by the tact and judgment displayed by Mr. Mackenzie. Vice-Consul Churchill visited Rabai, the station of the Church Missionary Society, in May 1888, and in answer to inquiries which he had been directed by the Consul-General to make on the subject, Mr. Churchill 'was informed by Mr. Jones at Rabai, and by Mr. Smith, an English missionary of Mombasa, who has all the administration of the Mission in his own hands, that, as far as they were aware, there were no runaway slaves in the settlement.'² Mr. Mackenzie found, however, that there were about 900 runaway slaves harboured at Rabai, and some 500 more at other neighbouring mission stations. Almost two-thirds of these fugitives belonged to Arabs at Mombasa, or other places on the coast; the remainder were slaves belonging to the Giriama and Daruma tribes, having no known masters, and being claimed by no one. The missionary stations of Rabai, Freretown, and Ribe (the last-mentioned belonging to the United Free Methodists, and the others to the Church Missionary Society) were originally started at the suggestion and express

¹ Africa No. 1 (1889), pp. 10, 17.

² Africa No. 10 (1888), p. 18.

desire of her Majesty's Government in order to find accommodation for the slaves captured by her Majesty's ships; and they derived an official *locus standi* from the regular visits of the Consul-General. The Missions now refused to surrender the runaways to their masters, who bitterly resented what they regarded as an unjust and arbitrary retention of their lawful property. 'So great was the hatred,' Colonel Euan-Smith wrote to Lord Salisbury on 11th January 1889, 'so bitter was the sense of injury felt by the Arabs towards the Church Missionary stations at Freretown and Rabai on account of the runaway slaves, that these two stations would inevitably have become the object before many months were over of an open and violent attack directed solely against them.'

Taken in connection with the anti-European feeling produced by the backwash of the insurrection on the neighbouring German coast, the attitude of the Arab population involved a grave political crisis with which the newly-arrived administrator was compelled to deal without delay. Mr. Mackenzie solved the critical problem with admirable policy and effect. The slaves refused to return to their masters, the missionaries persisted in affording them an asylum, and the masters were resolved to recover their property. Mr. Mackenzie proposed to secure the freedom of the whole body of runaways. The most obvious way of doing this would have been to purchase all the slaves and then set them free, but this course would have been contrary to British law, which forbids British subjects to purchase slaves, even for the humane purpose of granting them their freedom. Neither could the legal rights of the slave-owners be ignored or

questioned. The right of an owner to his slaves is established by the Mohammedan religious law, and the sanction of the public law of Zanzibar, and has been formally recognised by Great Britain and other Powers having treaty relations with the Sultan as a Mohammedan sovereign. The plan adopted by Mr. Mackenzie effected the object which was desired without infringing British law, or confiscating the legal rights of the slave masters. He induced the latter to regard their runaways as practically lost property, and in consideration of their adopting this attitude Mr. Mackenzie, in the interests of public tranquillity and of the mission stations, agreed to pay the owners a fixed sum per head as compensation for the loss of their slaves. The compensation agreed on was 25 dollars for each fugitive found at the Missions, on receiving which the owners consented to grant 'freedom papers' to the slaves.

Besides the runaways belonging to masters at the coast there were also, as already mentioned, a large number of slaves from the tribes of the interior in regard to whom no claim of ownership was made. As the sending of these people, who numbered 550, back to their own country would only have resulted in their starving, or being again captured as slaves, 'permits of residence' were granted to them, authorising them to remain unmolested at the mission stations. The necessity of possessing one of these permits enabled the missionaries to prevent any additions to the existing number of slaves, and justified them in turning out of their stations any refugee unable to produce the certificate.

In a despatch addressed to Lord Salisbury on January

its effect upon the native mind on the
I have the honour to state, for the information of
your Lordship, that I have received a letter from
James Mackenzie, managing director of the Indian
East Africa Company, reporting the issue of
certificates of freedom to all the fugitive slaves at
mission stations adjoining Mombasa, and the
grant of conditional freedom he had, as already
arranged with the Arab masters by the payment of a
gross sum aggregating £3500.

‘The ceremony of the presentation of these
certificates took place at the Church Missionary station at
Mombasa on the 1st of January 1889, amid a very large concourse
of Arab and native population, and was accompanied by
signs of general rejoicing.

‘Such a scene has certainly never before been witnessed
within the limits of the African continent.

‘The effect that it has had in conciliating the natives, and
especially the Arabs, and in inclining them to view
more favourably any future proposals that may be
forwarded on behalf of a Company that has co-operated
so long with the Government, is beyond calculation.

appear to me entirely unobjectionable. Mr. Mackenzie has thus completed a task for which I think he deserves the hearty thanks of all those interested in the welfare of East Africa. In addition to the sum of money that has been expended, Mr. Mackenzie has sacrificed, in the prosecution of this good work, a very great amount of valuable time and labour. The number of details that had to be worked out to insure the freedom of so large a number of slaves being legally and permanently effected and secured has been immense, and Mr. Mackenzie has done everything himself.

‘It is difficult to over-estimate the credit that is due to him for all that he has voluntarily accomplished.

‘I would venture to call your Lordship’s special attention to the circular letter addressed by Mr. Mackenzie, on behalf of the Company, to the various mission stations with regard to the future harbouring of runaway slaves. With the terms of that circular I would express my general concurrence. The measure proposed in this letter by Mr. Mackenzie, that at the mission stations themselves runaway slaves seeking refuge should be arrested and sent to the Wali in order that their cases may be inquired into may indeed at first sight appear harsh and unusual, but I am convinced that by such measures alone can the Arab be led to believe that the missionaries are in earnest in their declaration that they do not wish and do not seek to provide a refuge for fugitive slaves in their mission stations. Some of the missions seem to have implied that Mr. Mackenzie wished them to countenance the slave trade by asking them to send back runaway slaves, but this implication is as unjust as it is ungenerous.

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one will have been labour lost. The old
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ssions themselves, sooner or later, will un-

Church Missionary Society has made a
ference to the prevention of the reception

spirit in which the emancipation of the runaway slaves had been carried out ; that they still continued—notwithstanding the pledges given on their behalf to the Arab and Swahili masters by Mr. Mackenzie—to harbour runaway slaves ; and that ‘ the hostility that has been aroused during the last ten years by the action of the Freretown Mission has not been extinguished by the recent purchase of the freedom of the harboured slaves, and the Arabs especially believe that the missionaries would never have acted in the matter at all unless they had been compelled to do so.’ Colonel Euan-Smith pointed out how completely the missions failed to appreciate the local conditions under which they had to conduct their important work, and that an attitude of open hostility to the Arabs and Swahilis on the part of missionaries, settled in their midst, would facilitate at the outset the failure of all missionary enterprise. Under these circumstances he had addressed to the mission stations, on the 19th February, a circular enjoining on them the necessity of acting in harmony with the public law of the country in which they were settled, and of averting the hostility of the Arabs by permitting no slave to reside under their protection without possessing a freedom paper or permit of residence, that no runaway slave be admitted in the precincts of the mission except in cases of severe and evident ill-treatment, and in this case that the refugee be sent back to the Wali for an inquiry in the presence of an official of the Mission. By the adoption of these measures Colonel Euan-Smith believed the confidence of the Arabs and Swahilis in the *bona fides* of the Missions would be restored, and slaves, except in cases of real ill-treatment, would cease to resort for asylum to the mission stations.

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and the amount of compensation paid
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ating the Asylums, the Treasury mad
ompany of £800 towards that amount ;
e Church Missionary Society, through
on, contributed £1200 ; and the Unite
Church gave a sum of £200. The amou
tion cost the Company was therefore £1



CHAPTER III

THE LAMU CONCESSION

THE terms of the original concession offered to Sir William Mackinnon by Sultan Barghash in 1877 covered, it will be remembered, the whole of the Zanzibar dominions, with certain reservations pertaining to rights of sovereignty in the islands of Zanzibar and Pemba. The concession granted in May 1887 applied only to the coast of the mainland from the Umbe River to Kipini, on the borders of Witu. But, as the Directors intimated in their prospectus in August 1889, this concession was accompanied by a promise (of which there was ample documentary evidence, as shall be seen, in existence) on the part of the Sultan that he should be ready when necessary to grant to the Company a supplementary concession of the remainder of his dominions north of Kipini. This portion of the sultanate comprised the island and port of Lamu, and adjoining islands of Manda, Patta, etc., and the ports of Kismayu, Brava, Merka, and Magadisho on the Somali coast. The Sultan Khalifa, Barghash's successor, confirmed on his part the promise of this further concession.

The operations of the Imperial East Africa Company very soon began to excite the envy and hostility of certain irresponsible German subjects on the east coast. The

the German Agreement of 1886, the coast
ing north of Kipini and terminating at the
nity of Manda Bay,-- in all about 60 miles.
o-called 'Sultan' of this district, had formerly
ct of the Sultan of Zanzibar and resided on the
ighbouring island of Patta; but having been
ontumacy towards the Sultan's authority, he
mainland to Kau, on the Osi, where he began to
new following around him to enable him to be
overeign and make good the position he had
l by his rebellion. Kau being within the
ibar's dominions, Simba was soon driven
y he migrated into the forest north of the
ettled at a place called Witu, about twenty
the coast. Vice-Consul Haggard visited
st 1884, and reported to Sir John Kirk¹ that
wing 'was composed chiefly of all the mis-
rupts, and felons of the surrounding coun-
largely also of runaway slaves.' Witu being
under Simba the 'Alsatia' of that part of
as Mr. Haggard stated in his report (25th
) these people still remained in the

tunity of restealing them.' Those raids were productive of much bloodshed and distress, and as the depredations of the Witu outlaws increased with their power, the Swahilis abandoned their cultivation and allowed their lands to run to waste. Simba at this time was able to bring 3000 men into the field, and slaves were numerous, the chief himself possessing 600. 'I may remark here,' added Mr. Vice-Consul Haggard, 'that punishment from his Highness the Sultan of Zanzibar, sooner or later, seems to be very generally anticipated at Witu, and I consider it would be wise not to disappoint them, but to destroy the whole colony as soon as possible, and capture their leaders, or, with their rapidly increasing strength, they may very possibly attack him somewhere. Anyhow, if unmolested much longer, the Watoro¹ will succeed in completing the ruin and destruction of this fine country.'

But Germany interfered to prevent the Sultan of Zanzibar from protecting his peaceable subjects from the depredations of the outlaws and administering to the latter the salutary chastisement of which Mr. Vice-Consul Haggard represented them to be so much in need. In May 1885 the Sultan despatched 600 men and some guns to Lamu, whereupon Prince Bismarck at once intervened, and in a despatch of June 2, 1885, to Count Münster (for communication to Earl Granville), pointed out that the Sultan was further complicating his relations with Germany by directing measures of repression or punishment against Witu. Germans having settled in Witu, Simba readily adopted the suggestion so favourable to the status of an outlaw on the one hand, and to the territorial

¹ Runaway slaves.

the demand of the German Government for his troops at Lamu and order them

Such was the origin of the German Witu, which, from its geographical position, a boundary of the British sphere, and its outlawed inhabitants to the subject of Zanzibar, was well calculated to be out to be, a literal thorn in the side on the east coast. In 1887 a German Witu was formed, with a nominal maximum of 25,000 marks (£25,000), to develop the independent territory which was undoubtedly fertile in proximity to the sea and to the flour of possessed of exceptional commercial value. The territory of Witu having no port of its own, could only be carried on through Lamu, a considerable population of British subjects, and at which the mail steamers, in regularity called. Lamu (which belongs to Zanzibar) was therefore essential to the German Witu Company,

the Sultan of Zanzibar a concession of the island of Lamu. An inquiry as to whether there was any ground for this report was addressed to the Directors by Lord Salisbury on 1st December. The matter was communicated by telegraph to Mombasa to Mr. Mackenzie, who replied that the report was without foundation, as he had never yet mentioned Lamu to the Sultan, or taken any steps to obtain the fulfilment of the promise of his Highness, referred to on page 31. It was nevertheless strongly felt, from the movements which were being made by the Germans to obtain a firm footing in Lamu by the establishment of a post-office through which they intended all inward and outward mails to pass, that they meant, if possible, to acquire Lamu and the other northern possessions of the Sultan for themselves. The immediate object in view was the resuscitation of the moribund Witu Company, and the effect would have been to close in the British East Africa Company between two German Protectorates; although, leaving out of consideration the violation which such proceedings involved of the letter and spirit of the Agreement of 1886, this aggressiveness of German subjects to the north was hardly consistent with their situation to the south, where the immense tract of territory assigned to them was in general insurrection against their authority, and their attempt to establish themselves on the coast under the concession from the Sultan and the treaties they had made with the chiefs had proved so far a failure.

The Company's Administrator reported to the Directors on 15th January 1889 that the German Consul-General had made a demand on the Sultan for the cession of Lamu. The Sultan declined to accede to this demand, which was

based upon an alleged verbal promise to the German Witu Company, a promise his Highness emphatically denied having ever made. Writing to the Directors on the 26th of January 1889, Mr. Mackenzie stated, 'The Germans are at present very active in endeavouring to secure Lamu and the islands of Manda and Patta, and to prevent us extending our concession to the northern ports.' Mr. Mackenzie had already, under instructions consequent on the designs of the Germans becoming known, approached the Sultan on the subject of an extension of the British East Africa Company's concession, as promised by his Highness and his predecessor, Sultan Barghash, so as to include Lamu and the Benadir Ports; and the Sultan had shown every readiness to act up to his engagement. 'The Sultan,' Mr. Mackenzie continued in the letter above quoted, 'informed me that they (the Germans) made formal demand upon him for those ports, basing their claims upon some old promise which he entirely denies, and he has written a letter to our Consul-General to this effect.' Mr. Mackenzie added that, on account of the somewhat extraordinary delay of the Sultan in signing the concession to the British East Africa Company, which had now been finally negotiated, he was led to the opinion that great pressure, and even threats, must have been employed by the German Consul-General to deter his Highness from keeping his promise. In this opinion Mr. Mackenzie was soon proved to have been right. On the 30th January 1889 the Sultan telegraphed in the following terms to Sir William Mackinnon :—

'Lamu and Northern Ports. We have consented to come under an agreement to cede the territory to the

Imperial British East Africa Company, but our signature is deferred in consequence of the German Consul threatening us with the enmity of the German Government if we agree to cede the territory to the Imperial British East Africa Company. We have written fully to the German Consul declining to cede the territory to the German Company owing to our previous engagements to the Imperial British East Africa Company.'

Notwithstanding the explicit repudiation of any promise to the German Witu Company by the Sultan, and his equally explicit declaration that he declined to accede to the demands of the Germans owing to his previous engagements to the Imperial British East Africa Company, the German Government still maintained their opposition to a grant of the concession to the British Company. In support of the Sultan's declarations there was documentary evidence of an ample and conclusive character; on the German side there was only an alleged verbal promise, which the Sultan emphatically denied. Her Majesty's Government, nevertheless, yielded so far as to consent to a reference of the rival claims to the decision of an arbitrator. On the 11th February 1889 Sir William Mackinnon was informed officially of this agreement with the German Government, and was directed that 'in the meanwhile all further action in the matter must be suspended.' On the 22nd February a further communication was sent to the President of the Company stating that the action of the German Government was due to the claim of the Witu Company, resting on the alleged antecedent promise made by the Sultan to that Company. Sir William Mackinnon, replying to this letter on 4th March, submitted

that the Sultan, having explicitly expressed in writing his decision to cede Lamu only to the British Company, and having equally intimated his decision that he would not cede Lamu to the German Company, the Court of Directors had supposed that no question of, or need for, arbitration could arise. As, however, her Majesty's Government had consented to the reference, the Directors bowed to that decision ; but Sir William Mackinnon suggested, with much cogency, for the consideration of Lord Salisbury, 'whether before resorting to arbitration of a formal character necessarily involving considerable delay, it might not be advisable to submit this evidence' (the documentary evidence on behalf of the British Company) 'to the Imperial Government of Germany who might then, without further demur, acknowledge the equity of the British claim.' After referring to the arbitrary and overbearing conduct of the German Consul-General in threatening the Sultan if he included Lamu in the British concession, and the aggressive proceedings of Germans 'at all points about and around the small territory embraced between Wanga and Kipini,' the letter concluded with the expression of a hope that the complete success which had attended the operations of the Company on the British coast, contrasting as it did so strikingly with the results of German action in the south, would ensure to the British Company the same countenance and support from Government as the German Companies received from Berlin.

The suggestion made above had no effect, however, and the contending claims of the two Companies were referred to the arbitration of Baron Lambermont, Minister of State to his Majesty the King of the Belgians.

The evidence submitted on both sides may be briefly summarised.

The first ground upon which the German Memorandum based the preferential claim of the German Witu Company was that, according to the Agreement of 1886, the sphere of British influence was limited on the north by the Tana River, and, therefore, British influence was barred from any further extension in that direction. The islands of Lamu, Manda, and Patta lay to the north of the boundary, and were consequently excluded from the scope of British interests. Although Germany had pledged herself 'not to make acquisitions of territory, accept Protectorates, or interfere with the extension of British influence' to the north of the international boundary line starting from the mouth of the Umbe, the German contention was, nevertheless, that she was practically entitled to acquire territory and Protectorates anywhere to the north of the British sphere, but that Great Britain was not.

The second contention of the German Memorandum was that the islands in Manda Bay (Lamu, Manda, Patta, etc.), from a geographical point of view, belonged to the Witu country; and that Lamu, on account of its close connection with Witu commercially, and by reason of the manifold relations of the inhabitants of the island with the continent, and the questions of ownership and cultivation connected therewith, ought to be administered by the same hands which controlled the administration of Witu.

The third and principal ground of the German claim was that Sultan Barghash and Sultan Khalifa had successively promised 'a concession of the islands of Manda

Bay (Lamu, Manda, Patta, etc.), to the German Witu Company,' and that the promise was anterior to any negotiations on the part of the British Company.

On behalf of the Imperial British East Africa Company it was submitted that the Sultan of Zanzibar had, since 1877, constantly held at the disposal of Sir William Mackinnon and his friends a concession of territories including the aforesaid 'islands of Manda Bay,' that this offer had never been withdrawn, and was accepted with regard to certain parts of the Sultan's territories, Lamu being reserved for a separate and supplementary concession. This contention was supported not only by the various drafts of the concession agreed to between the parties, but by the sworn evidence of General Mathews, who was the Sultan's representative in the negotiations, and of Mr. E. N. Mackenzie, who acted at Zanzibar for the concessionnaires, and by the telegrams exchanged between the Sultan (through Mr. Mackenzie and General Mathews) and Sir William Mackinnon. This evidence pointed clearly to the fact that Sultan Barghash accepted Sir William Mackinnon's proposals, agreed to give him a concession of all his dominions from Wanga to Warsheikh, and that Sir William Mackinnon (for the future East Africa Company) decided to accept the Wanga-Kipini concession first, leaving that of Lamu and the northern ports for a subsequent agreement. The intention of Sultan Barghash with regard to the latter concession to the British Company was, moreover, confirmed by his successor Khalifa, in a letter addressed, on 26th August 1888, to the British Consul-General, and in one addressed to the German Consul-General on 12th January 1889.

Lastly, the intention was practically carried into effect by the negotiations between Sultan Khalifa and the representative of the Company in January 1889, the result of which was declared in the Sultan's telegram to Sir W. Mackinnon of the 30th of that month, before quoted.

The point which the Arbitrator had to decide was whether the Sultan of Zanzibar was legally bound to grant the Lamu concession to one or the other of the rival claimants, and if so, which party possessed the prior claim. A court of equity, interpreting an expressed intention, proved by evidence strong not merely in presumption but in fact, as equivalent to a promise, and involving a corresponding obligation, would have had no hesitation in arriving at a judgment. Baron Lambermont, however, examined the evidence according to the strictest rules of international law and practice. As regards the German claims he decided :—

1. That the Anglo-German Agreement of 1886 had no relation whatever to the island of Lamu, or any territory to the north of the Tana, and could therefore confer no right beyond that line on either Power.

2. That geographical, commercial, or political considerations pleaded by the Germans in respect to Lamu and the islands of Manda Bay conferred no title to the administration of those islands by the Power controlling Witu.

3. That no sufficient evidence was adduced of the alleged engagement of Sultan Barghash to the Germans in regard to Lamu, and that the communications which subsequently took place between Sultan Khalifa and the German Consul-General did not alter the position of the case.

As regards the claim put forward by the Imperial British East Africa Company, Baron Lambermont, while satisfied that no doubt could exist as to the intention and desire of the successive Sultans to grant the concession of Lamu to this Company, held, nevertheless, that according to the strict interpretation of law, and in the absence of the Sultan's actual signature to the several documents, no engagement had been validly assumed by the Sultan of Zanzibar creating in favour of the Company an exclusive right to the lease of the customs duties, and the administration of Lamu, and the islands and ports north of it. This decision was strictly just: the Sultan was legally bound to neither party; but the Arbitrator recognised that this was not really the question at issue. The question was whether Sultan Khalifa was at liberty, as regarded the claim of the Germans, to sign the concession which had been agreed to between himself and the representative of the British Company.

‘Considering lastly,’ the Award concluded, ‘that the signing of the Convention formulated between the Sultan Seyyid Khalifa and the representative of the Imperial British East Africa Company has only been deferred in consequence of the opposition of the German Consul-General;

‘And whereas this opposition is founded upon the right of priority claimed by the German Witu Company, the reality of which right has formed the subject of the foregoing conclusions;

‘For these reasons—

‘We are of opinion that the proposed agreement between the Sultan Seyyid Khalifa and the representative

of the Imperial British East Africa Company on the subject of the island of Lamu can be signed without giving rise to any rightfully-founded opposition.'

The Award was given at Brussels on the 17th of August 1889. Baron Lambermont, in transmitting the Award to Lord Vivian, gave expression to his sense of the great desirability, in the interests of concord and civilisation, of the principle of the delimitation arrangement of 1886 being extended to the territory north of the Tana River.¹

Immediately on the promulgation of Baron Lambermont's Award the Company despatched a telegram to its agent at Zanzibar apprising him of the fact that the Sultan was now free to sign the concession of Lamu and the northern ports. At the same time the Foreign Office instructed Mr. (now Sir Gerald) Portal, then Acting Consul-General at Zanzibar, to lend any assistance that he properly could to the Company's agent in obtaining the concession. On the 31st of August 1889, Sir Gerald Portal obtained the Sultan's signature to the desired concession,² on terms which were afterwards considerably modified and extended, but which closed the controversy between the British and German Companies in regard to Lamu and the northern ports. The Award of Baron Lambermont, and the prompt signature of the concession, did not, however, allay the hostility of the defeated party, or lessen the disposition of the Imperial Government to support them in any pretensions, howsoever preposterous or untenable, which they might advance with

¹ See Appendix No. 4, *The Lamu Arbitration*.

² See Appendix No. 5, *Concession of 31st August 1889*.

the object of thwarting and embarrassing the British East Africa Company. In the next chapter the German system of assailing the British Company from all quarters will be further illustrated. In this place it will be sufficient to add that, after the failure of its efforts to obtain Lamu, the German Witu Company practically collapsed; and on the 22nd October 1889 the Imperial British East Africa Company was approached by it with a view to obtain an offer for its property. The President replied on 4th November, on behalf of the Court of Directors, to the effect that his Company was willing to pay for the property and rights of the Witu Company a sum equal to the certified actual expenditure of that Company, together with a moderate sum as compensation for the surrender and transfer of all the Witu Company's rights, etc., and its final withdrawal from the east coast of Africa north of the British sphere of influence. This proposal was made subject to an agreement being come to between the German and British Governments for the withdrawal of the German Protectorate over Witu and the adjoining coast. The Witu Company was unable to conclude an agreement having annexed to it a condition which it was without influence to effect; and the negotiation, consequently, came to an end.

CHAPTER IV

BELESONI CANAL—MANDA AND PATTÀ

THE Tana River, which carries to the coast, as the natural highway of the region, the trade of the Pokomo and Galla tribes, who inhabit the adjacent country up to the neighbourhood of Mount Kenia, is not navigable at its mouth owing to a dangerous and generally impracticable bar, created by the exposure of the debouchure to the action of the monsoon winds. The same condition exists at the mouth of the Juba, and in both cases the river deflects sharply to the south just before entering the ocean. The Pokomo tribes, occupying the lower and middle parts of the Tana, are noted for their industry in canoe building and for their skill in the navigation of these vessels; they may, in fact, be said to monopolise the carrying trade of the river, in the freedom of which their interest is consequently of great importance.

The nearest port to the mouth of the Tana is Lamu, with which may be included its subsidiary port of Kipini, on the Osi. Although the Anglo-German Agreement of 1886 declared the Tana to be the northern boundary of British influence, as a matter of fact the jurisdiction of the British East Africa Company extended further under its first concession from the Sultan of Zanzibar, whose

mainland dominions included not only the Osi River but a strip of territory beyond. To the commerce of the Tana it was essential that easy access to the sea, obstructed as this was at the mouth of the river by the bar, should be obtained in some other direction. The Osi, which flows into the sea a few miles north of the Tana and nearer to Lamu, was found to be navigable, and at about five miles from its mouth a bend of this river brought it to within two miles of the Tana. The point at which the two rivers thus approached was therefore about half-way between the coast and the inland frontier of the Sultan of Zanzibar's territory. The contiguity of the rivers suggested to the Sultan's subjects in that district, whose interest in the commerce of the Tana was so considerable, a junction of the two waterways by means of a canal suitable to canoe traffic. The Pokomo people were actively seconded in this project by the inhabitants of Kau, on the Osi, whose town could not fail to benefit largely by the proposed work. A canal was made, ten feet wide and six feet deep, from a place called Chara on the Tana, to the Osi, and in this way free communication was secured with the sea.

The Sultan's subjects, however, found themselves presently barred of free transit through this waterway which they had constructed by their own labour. Under German protection, the lawless ruler of the Witu district felt strong enough to send his troops into the Sultan of Zanzibar's territory, establish a custom-house on the canal at Chara, and levy arbitrary exactions from the commerce of the Tana passing through the Belesoni Canal. This outrage upon the territory and subjects of

Zanzibar was prompted by a Mr. Clemens Denhardt, a German subject who acted as agent and adviser to the Chief of Witu. Denhardt had previously placed custom-houses in the neighbourhood of Kau, but the German Consul-General, on being made aware of the fact, had at once ordered their removal. Now, however, conditions appeared to have changed with the advent of a British Company, and German subjects and *protégés* seemed to enjoy a licence to violate the rights of others with immunity at whatever point they chose to attack them. The Sultan of Zanzibar, assailed by the appeals of his subjects for protection against the oppressions of the Witu soldiers and officials, was confessedly afraid of incurring German displeasure if he attempted to vindicate his own and his people's rights against the high-handed encroachments of a chief enjoying the protection of Germany. The Sultan did, indeed, declare his readiness to take the necessary measures to protect his subjects and territory, and thereby to give effect to the obligations assumed by him towards the British East Africa Company under the concession, provided her Majesty's Agent and Consul-General did not disapprove of his doing so. Notwithstanding that the German Agent of the Sultan of Witu was showing increased activity in oppressing the subjects of Zanzibar, by not merely continuing the illegal customs exactions, but actually levying a poll-tax on the inhabitants of the district and compelling the Wapokomo to remove from the south to the north bank of the Tana so as to bring them within the scope of the flagrant usurpation exercised over the unfortunate people, the Sultan did not receive that sanction from the British Govern-

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ment which he reasonably asked for, as an assurance of protection against German displeasure, in his efforts to free his people from oppression and to fulfil his obligations to the British Company. The Directors of the Company, to whose representative in Africa the people had appealed for protection, addressed a strong representation to Lord Salisbury requesting him to obtain the interference of the German Government to put an end to the oppressive aggressions of Witu.

On the 8th of March 1889 the Marquis of Salisbury informed the Directors that the custom-house on the Belesoni Canal had been established by Mr. Clemens Denhardt, who was in the service of the Sultan of Witu ; that the German Government disavowed the act, but declared that though the Sultan of Witu was under the protectorate of Germany, no formal right existed enabling the German Government to give him orders on the subject. Lord Salisbury added that the Company would unquestionably be justified in protecting itself against encroachments on territory proved to be within the ten-mile limit of the possessions of the Sultan of Zanzibar and consequently within its concession, and in prohibiting the levying of duties in the canal. In stating, however, that ' no formal right existed enabling the German Government to give him (the Sultan of Witu) orders on the subject ' of withdrawing his custom-house and troops from Zanzibar territory, the German Government merely contradicted its own record, and showed its unwillingness to interfere with proceedings directed against what were now British interests. We have seen already how, before these interests altered the conditions of the situation to

the German view, the German Consul-General exercised his authority to order the removal of the custom-houses established by Denhardt at Kau. Moreover, on a previous occasion, when the Sultan of Witu in 1887 imposed export duties on produce passing from his territory to Lamu,—the inhabitants of which possessed nearly all the property on the coast-line of Witu, and had consequently to pay an export duty on their own produce when leaving Witu, and a further duty on entering Lamu,—those unjust and oppressive duties were repealed, as Colonel Euan-Smith reported to Lord Salisbury on 2nd April 1888, ‘by the orders of the Imperial German Government.’¹ And lastly, when in December 1889 it became clear that the British East Africa Company was on the point of expelling the Witu people by force of arms, the German Consul-General despatched an official order to the Sultan of Witu directing that the custom-house on the Belesoni Canal should be evacuated before 31st December—the last day allowed by the Company’s ultimatum.

The unaccountable attitude of the German Government in relation to this Belesoni Canal question and others, and the apparent acquiescence of the British Government in refusing its countenance or approval to the assertion by the Sultan of Zanzibar, on behalf of his obligations to British subjects, of his just rights of sovereignty, are clearly indicated in a letter addressed to the Company by the Foreign Office on 12th July 1889. The Directors had requested that instructions might be sent to the British Consul-General to arrange with the Sultan, the German Consul-General, and the representative of the Company,

¹ Africa No. 10 (1888), p. 4.

for a proper understanding being come to with the Sultan of Witu for the withdrawal of his forces from Zanzibar territory, and for the discontinuance of the levying of duties. Bitter complaints were received from the Galla chiefs living in the districts between the Tana and Osi about these oppressive and illegal exactions, but although the right of the Company to employ force in clearing its territory of the invaders had already been recognised by her Majesty's Government, and a survey made by Commander Pullen of her Majesty's ship *Stork* had confirmed beyond all question the situation of the canal as entirely within Zanzibar territory, yet the Directors were reluctant to resort to force until no other means were left of asserting a right so notoriously founded on the first principles of justice. They were, in fact, unable to believe either that the German Government would continue to give its sanction to so flagrant a violation of territory, or that her Majesty's Government would continue to acquiesce in a usurpation which violated the sovereign rights of the Sultan of Zanzibar—whose independence they were pledged to protect; and the rights of the Company to which the Crown had granted the ægis of a Royal Charter. In regard to the action of both Governments the Directors were gravely mistaken. 'Her Majesty's Government,' the Directors were informed in the letter of 12th July, 'would not consider it advisable again to invite the aid of the German Government, who have distinctly expressed their inability and unwillingness to interfere, and the interference by the Sultan of Zanzibar in Witu matters would probably embroil him with Germany, and is manifestly inexpedient.' Which was to say, that the

Sultan of Zanzibar would not be allowed by Germany, nor countenanced by Great Britain, should he attempt to prevent his territory being invaded and his subjects oppressed by the Sultan of Witu. This alone could be meant by 'interference by the Sultan of Zanzibar in Witu matters.' The Company was left to deal with the difficulty as it thought best; and no other course being now left open, Lord Salisbury was informed by letter on 17th July 1889 that the Company's representative would be forthwith instructed to despatch a body of troops to the Belesoni Canal to drive out the Witu soldiers and customs officials.

Mr. Clemens Denhardt, who had found it to his interest to enter into amicable negotiations with the Directors of the Imperial British East Africa Company with a view to a peaceful adjustment of the difficulties with Witu, had been ousted from his position as agent to the Sultan of Witu by the intrigues of Herr Toeppen, the local agent of the German Witu Company. This gentleman on becoming aware of the intention of the Company to enforce its rights in regard to the northern boundary, adopted a course which bore the character of defiance. The Directors communicated to Lord Salisbury on the 21st November 1889 a report dated the 24th of the previous month from Mr. R. T. Simons, their agent at Lamu as well as British Consular Agent. 'Herr Toeppen,' Mr. Simons reported, 'the agent of the Witu Company, has been appointed agent for the Sultan of Witu, whilst the brothers Denhardt have been dismissed. Fumo Bakari has repaired and renovated the custom-house on the Belesoni Canal, and increased his force of occupation. Herr Toeppen has

returned from Zanzibar by dhow, and landed at Mkonumbi, on the Witu territory, 600 muskets, 500 kegs of gunpowder, and a supply of cartridges, percussion caps, etc.; these are a present to the Sultan of Witu.' The Directors, on whom Lord Salisbury was at this time pressing the importance of applying stringent measures to the regulation and control of the importation of arms and ammunition, drew his Lordship's attention to the impossibility of any course adopted by them proving effective for the object in view so long as the Germans declined to adopt a similar policy. The action of Herr Toeppen was pointed to as an illustration of the freedom allowed by the German authorities in such matters; and without implying (as past experience would have justified them in doing) that this importation of guns and gunpowder as 'a present' to the Sultan of Witu, and evidently intended as a hostile manifestation against the British Company in reference to the custom-house, received official indulgence for that reason alone, the inference must have suggested itself to any mind. Nevertheless, the action of the Germans remained without remonstrance.

An ultimatum was then addressed by the Company's representative to Fumo Bakari, the Sultan of Witu, requiring him to evacuate the Belesoni district and withdraw all his officials before 31st December; and towards the end of the month an armed force of 150 men, with a Maxim gun, was despatched by the Company from Mombasa to enforce the evacuation if necessary. A significant incident then occurred. A few days before the despatch of this force the German Consul-General informed Mr. Mackenzie that he had no orders from his Government in

regard to the evacuation of Zanzibar territory by the Witu forces ; but when there was no longer any doubt as to the resolution of the Company to expel the intruders, the German Consul-General asked Mr. Mackenzie to convey a sealed packet to Herr Toeppen so that it might be in his hands not later than the 30th December—the day before that named in the Company's ultimatum. It was known at Zanzibar that, notwithstanding the declaration of the German Government that they could not give orders to the Sultan of Witu on the subject, this letter contained orders to evacuate. Mr. Mackenzie declined to be the bearer. The orders were immediately sent up by a German man-of-war, and the result was that the Witu forces and officials quietly withdrew without awaiting the arrival of the Company's troops under command of Mr. Clifford Craufurd. Mr. Craufurd took possession of the district and left a sufficient garrison in occupation.

It is deserving of notice that on the 1st January 1890 the Sultan of Witu addressed a letter to the Company's agent at Lamu informing him that the custom-house and troops had been withdrawn, expressing sentiments of great friendliness towards the Company, and inviting the agent to pay him a visit at Witu. There is no doubt that Fumo Bakari's confidence in his German friends was now considerably shaken. The bearer of the letter was Mahomed bin Hamid, the brother of the Liwali of Lamu. 'In a verbal conversation with Mahomed bin Hamid,' Mr. Simons wrote from Lamu on 4th January 1890, 'he (Fumo Bakari) stated that so far as he was concerned the Belesoni would have been handed to us long ago, but that he dare not have done so, holding, as he does, letters from

the German Consul-General instructing him to occupy the Belesoni and give it up to no one.' Fumo Bakari further stated to Mahomed bin Hamid that he would willingly throw up the German Protectorate and identify himself with the British East Africa Company. He asked that he might have the islands of Manda and Patta, but these, Mahomed bin Hamid informed him, belonged to the Sultan of Zanzibar. It was discovered that Herr Toeppen's sudden acquisition of power in Witu was largely due to definite promises which he had given to the Sultan that Germany would not only protect him on the Belesoni Canal, but would cause these two islands to be handed over to him. Seeing that the geographical connection of these islands with Witu had been summarily dismissed by Baron Lambermont as a ground also of political connection, the request of Fumo Bakari arose from a strong natural desire based upon the fact that before their outlawry Patta had been the residence of his family.

To their astonishment and indignation, the Directors of the Imperial British East Africa Company soon discovered that the promise held out by Herr Toeppen in regard to these islands was no idle one. The pretension now put forward by the Germans, and the high-handed and arrogant manner in which they asserted it, taken in connection with the apparently passive attitude of her Majesty's Government,—an attitude, as we since know, due to the force of diplomatic considerations, and in the event not prejudicial to British interest,—was a considerable trial to the patience of those who had embarked their capital in the development of British East

Africa for the interests alike of British commerce and of the British name, and the effect was disheartening. Subsequent events proved that the Witu right of possession to Manda and Patta was based upon a pretension as utterly groundless *per se* as the action of the Germans themselves had already left it to be inferred.

The Directors gave her Majesty's Government timely notice of the possibility of the Company's right to the islands of Manda, Patta, Kwyhu, etc., under the Sultan's concession being disputed by Germany. Attention was also drawn to the important fact that, on whatever grounds the threatened opposition to the concession of the islands of Manda Bay might be based, the Germans could not call in question the sovereign right of the Sultan of Zanzibar to deal with them, a right which they had so recently and unequivocally acknowledged by their action regarding the 'Lamu concession,' as well as by the case submitted by the German Imperial Government to Baron Lambergmont. The following passages in Baron Lambergmont's Award make the position of the Germans in that matter clear and unmistakable,—a position in which they were applicants to a Sovereign for a concession of parts of his recognised territory :—

'On the 10th December 1887 the German Consul-General and Mr. Toeppen, the representative of the Witu Company, had an audience of the Sultan Seyyid Barghash, of which audience the Consul-General gave an account to his Government by a report, which is not produced, but the analysis of which in the German Memorandum ends with these words :—

“ The result of this interview expanded may be summed

up in this sense, that the Sultan declared himself to be at once ready to grant the concession for the islands of Manda Bay to the Witu Company," etc.'

And again :—

' In his letter of the 16th November 1888, to the Sultan Seyyid Khalifa, the Consul-General expresses himself thus:—"I take the liberty of recalling the fact that under Seyyid Barghash negotiations were already carried on for a concession of the islands of Manda Bay to the German Witu Company, of which Mr. Toeppen is the representative at Lamu."'

Baron Lambertmont laid down that it must be a principle in international as in all affairs that one cannot create a title for oneself. In this matter the Germans not only failed in the attempt to create a title for themselves to the concession of Lamu and the islands of Manda Bay, but, on this concession being granted to the British Company, they denied, as a defeated party, that title of the Sultan of Zanzibar which as applicants they had fully acknowledged. The Directors of the Company reasonably expected that, after so far deferring to their preposterous pretensions as to submit to the arbitration, her Majesty's Government would not for a moment countenance this further and still more vexatious and groundless interference with British rights. The Foreign Office acknowledged the letter calling attention to the fact that Germany had already fully and formally recognised the Sultan's right to dispose of the islands in Manda Bay by concession. On the same day (11th October 1889) the Directors were informed in another letter that her Majesty's Government had learned by telegraph from

their Acting Agent and Consul-General at Zanzibar ' that the right of the Sultan to include the islands of Manda and Patta in the concession to the British East Africa Company will probably be called in question by the German Government on the ground that they have never recognised his Highness's authority over them.'

In reply to this extraordinary intimation the Directors made the position of the Company clear. After referring to the explicit acknowledgment of the Sultan's sovereignty over the islands, embodied in the Memorandum of the Imperial German Government which was submitted to Baron Lambermont, it was pointed out further, first, that the Sultan's flag was flying in the islands unchallenged prior to the grant of the concession ; secondly, that on the settlement of the boundaries of Witu by General Mathews and Vice-Consul Hunholt in January 1887, the Sultan's flag, in conformity with the terms of that agreement, was withdrawn from the mainland, but was not interfered with in the islands of Manda Bay, nor the Sultan's rights there in any way questioned ; and lastly, that the negation of any rights in regard to the islands on the part of the Sultan of Witu which was distinctly implied in the definition of the coast-line of Witu laid down in the Anglo-German Agreement of 1886 was legally tantamount to an acknowledgment of the rights of the sovereign whose flag had for many years been flying unquestioned over those islands.

History, supported by incontestable local and other evidence, confirmed the position established by existing facts. Against all this array of title it was understood that the ground of the German objection was that Ger-

many, in negotiating the Agreement of 1886 with Great Britain, had reserved her recognition of the Sultan of Zanzibar's sovereignty over the islands of Manda Bay. If this was the case, then it became very clear that Germany had abandoned and surrendered this position by formally acknowledging the Sultan of Zanzibar as sovereign before the Arbitration in the Concession case. It is unnecessary to go beyond this fact to prove that Germany's action in now reviving the objection to the Sultan's right to cede the islands arose not from any belief in the fantastic and preposterous claim of an outlawed subject to a portion of his sovereign's dominions, but from the desire to oppose as far as possible every extension of British interests, and to prevent the Company by every means from enjoying the concession which Baron Lambertmont had decided that the Sultan had the right to grant and the Company to accept.

In the letter of 16th October 1888, above referred to, the Directors informed the Marquis of Salisbury that, the Sultan's right to cede the islands to the Company being beyond doubt, their agents would be forthwith instructed to take possession. The Directors in this action were animated not only by their duty to the Company, but by the principle which always actively influenced them of maintaining the Sultan's sovereign rights and dignity; and in doing this they looked with confidence to the 'full sympathy and support of her Majesty's Government.' Accordingly, with the sanction of his Highness the Sultan, the Company's flag was hoisted in the islands beside his own, and the officers of the Imperial British East Africa Company entered into possession.

It was doubtless the case that paramount Imperial considerations influenced her Majesty's Government in their unvarying toleration of the vexatious and unfriendly aggressiveness of German subjects and officials in East Africa in the matters referred to in the preceding pages, and others still to be narrated. The Directors of the Company have always bowed to the exigency of such considerations in a spirit of loyal confidence in her Majesty's Government. Their submission to the embarrassments arising from incessant intrigues, encroachments, and pretensions of German subjects, in which the latter only too readily obtained the active support of their Government, not only retarded the progress of the Company, but involved it in expenditure for the defence of its just rights which had never been anticipated. These sacrifices, heavy sacrifices, of time and money and labour, were well understood by her Majesty's Government, as well as by the Directors, to be called for by the exigencies of Imperial interests in other parts of the world rather than in East Africa. The claims of the Company, however, upon the State, on account of those patient and loyal sacrifices, have been very scantily, if at all, recognised. Had the Company received under its charter anything like the protection and fair play—not to say encouragement and substantial support—accorded by the German and other Governments to their subjects in like circumstances, its record and success would have been all that its founders had been justified in expecting at its inception. But circumstances from the first subordinated its interests to those of the Empire,—a subordination of which the Directors were too loyal to com-

While the opposition of Germany to the islands was assuming definite statement was taking other steps, equally **unjustifiable, to obstruct our interests.**

CHAPTER V

THE NEW GERMAN PROTECTORATE—MANDA AND PATTI

ON the 23rd of October 1889 a telegram appeared in the *Times* newspaper from its Berlin correspondent reporting that an announcement had been published in the official *Gazette* to the effect 'that the territory on the East African coast between the northern frontier of Witu and the southern frontier of the station of Kismayu, belonging to the Sultan of Zanzibar, is placed, pursuant to the treaties concluded with the sultans and chiefs in those regions, under the protectorate of his Majesty the Emperor, subject to any acquired rights.'

The Directors immediately wrote to the Foreign Office asking for information regarding this extraordinary announcement. On the 6th of November a letter was written in reply stating that on the 22nd October the German Ambassador had given formal notice to her Majesty's Government, in accordance with Article 34 of the General Act of the Berlin Conference, of the territory in question having been placed under the protectorate of Germany, subject to the reservation, of course, of the properly acquired rights of third parties.

That such rights existed the Germans were fully aware. Of the nature or extent of the so-called rights

or 'treaties' acquired by Germany from 'the sultans and chiefs' of the region covered by the new Protectorate, nothing was known. But as far back as July 1889 the British East Africa Company had formally notified to the Foreign Office a treaty which had been concluded by its agent with Avatula, the chief of the Waboni tribe, whose territory and influence were understood to extend from the interior to the coast north of the district of Witu. The Directors of the Company addressed a very strong representation to her Majesty's Government, on the 31st October 1889, regarding the embarrassing and disheartening position in which the Company was placed by the 'continued, persistent, unfriendly action on the part of the German Government with regard to the territories north of the Tana.' Grave apprehensions were entertained as to the intentions of Germany in that and other quarters, and serious doubts were felt as to whether the Company would be justified in continuing its efforts on the lines originally laid down, unless a distinct and final agreement were come to between the two Governments as to the limits within which the Company was to be at liberty to carry on its operations between the Umbe River and the northern port of Mruti. It was pertinently added that 'while the enormous German sphere of influence lying between the Umbe and Rovuma lies practically untouched, it appears very significant that the German Government should at the present juncture be so active in evincing this desire to establish a protectorate in the territory lying outside of, but conterminous with, Witu. It is unnecessary to remind your Lordship,' the Directors continued, 'of the inconvenience entailed upon this Com-

pany as well as the large and unforeseen expenditure made necessary, not only to be perpetually on the watch to guard its rights against the constant attempts of irresponsible intriguers, who too readily receive the support and protection of the German Government in their attempts to embarrass the Company and minimise its influence, but to prevent in the interior the intervention by any foreign power in the territories lying between the rivers Umbe and Juba so as to give them access to the Nile basin. Our present action, therefore, has been precipitated and forced upon us by what we consider to be the unwarrantable and hostile movements of the Germans in territory beyond their proper sphere of influence, which latter in itself is more than sufficient for many years to come to tax the administrative and financial resources of the association which has taken it in hand.'

The Directors on the 9th of November addressed a request to Lord Salisbury that, in virtue of the treaties concluded by the Company over the territory between the Tana and Juba Rivers (which had been duly communicated to the Foreign Office on 27th July previous) her Majesty's Government, following the example of Germany on the coast, and the precedent of their own action in the territories under the control of the Royal Niger Company, would forthwith declare a Protectorate over the countries acquired by the British East Africa Company's treaties. In reply to this application the Directors were informed on 19th November that the treaties concluded by the Company had been notified to the German Government, and that the further question of declaring a Protectorate would receive the consideration of her

Majesty's Government. It became evident, however, very soon that Imperial interests demanded a larger measure of consideration than the rights of the British Company. The communication from the Foreign Office just referred to was followed by another on 14th December, intimating very clearly that, in addition to their Protectorate on the coast, the Germans now claimed to call in question the validity of the treaties previously made by this Company, on no better grounds than that certain shadowy pretensions were made in the name of the puppet Sultan of Witu to rights of sovereignty on the left bank of the Tana, and that certain chiefs on the right bank of the Juba were under the protectorate of Germany. It was no matter for surprise that a writer in the *Times* newspaper of 22nd October 1889 should have given emphatic expression to the feeling which the various proceedings of the Germans in East Africa were calculated to arouse. 'It is difficult,' the writer stated, 'to account for the claims on the part of the Germans, except from the desire of certain individuals to give the successful English Company as much annoyance as possible. It is difficult to treat either seriously or patiently such pretensions. If the German claims are presented through the German Government, it is to be supposed that our Government must listen to them; but any lengthened correspondence or negotiation on the subject would be eminently ridiculous. The conduct of German subjects in East Africa can only be satisfactorily explained on the supposition that they are attempting to get up a case for "compensation." It is notorious that the Witu Company are not particularly flourishing; and

the English Company might be willing to take over their land and business, provided the protectorate rights of the German Government were withdrawn. Here, again, fortunately, the English Company are taking a firm stand, for they are sure of their ground, and in this, of course, they will receive the support of the Government that granted their charter and encouraged them to embark their capital in an enterprise which is really Imperial. . . . In this worthy enterprise, then, the Company have a right to expect the hearty support of the Government. No doubt such support will be promptly forthcoming when necessary. It was never more needed than at present, to protect the Company from the irritating annoyance of having, every other day, claims sprung upon them which are right in the face of the settled understanding between the two Governments as to the principle on which Germany and England were to act in this part of Africa. The Company, as representing England, have loyally carried out our part of the bargain ; a word from Prince Bismarck would effectively put a stop to all breaches of the arrangement on the other side. A little firmness on the part of the English Foreign Office would produce the desired result, and encourage the capitalists who have embarked their money not to abandon an enterprise which they have begun so well.'

But, as the Government soon afterwards significantly informed the Directors of the Company in connection with another German obstruction against which they ventured to protest, 'Imperial interests are paramount,' and the firmness and support expected from the Foreign

Office were therefore modified and regulated to suit the exigencies of these interests,—to which, accordingly, the rights and interests of the Company had to be subordinated. The British East Africa Company, originated and chartered for specific and clearly understood objects in East Africa, found itself unexpectedly used as an oblation in the interests of Great Britain in Egypt or elsewhere, and so used without either present acknowledgment of the sacrifice or future prospect of compensation.

On the 20th December the German Ambassador communicated to the Marquis of Salisbury a *Note Verbale* maintaining the right of the Sultan of Witu to the islands of Manda and Patta, and denying that of the Sultan of Zanzibar. The Note observed that on 6th December her Majesty's Government had admitted that the question, whether these islands belonged to the Sultan of Witu or the Sultan of Zanzibar, was expressly reserved for decision,—the claim of the former resting upon ancestral pretensions, and that of the latter upon the undoubted exercise of sovereignty over the islands since the middle of the present century. Pointing to the fact that the negotiations connected with the Anglo-German Agreement of October 29, November 1, 1886, made it clear to the Sultan Barghash of Zanzibar that Germany did not acknowledge the sovereignty claimed by him over the islands of Manda Bay, the Note contended 'that neither a temporary exercise of sovereign rights by the Sultans of Zanzibar during the three years which followed these negotiations, nor the ignorance of the present Sultan with regard to the state of the case, can have created a right to the possession of the islands.' Germany's chief

reason for having hitherto taken no steps to bring about a final settlement of the question was that she wished the question of the customs administration of Lamu to be settled first. 'As the Sultan of Zanzibar,' said the Note, 'has ignored the interests of Witu in this matter, the Imperial Government do not see their way to meeting his wishes with regard to Manda and Patta, since the possession of those islands has now become more important to the Sultanate of Witu.' The above facts, it was urged, showed that the Imperial Government had not relinquished the attitude formerly adopted in this question, and that no ground was afforded for the assumption that the claims of the Sultan of Zanzibar to Manda and Patta had been admitted to be well founded. Her Majesty's Government were therefore requested to withhold their sanction from the assumption of administrative functions in the islands by the British East Africa Company until an agreement should have been come to with the Government of Germany, who refused to admit the right of the Company to act in Manda and Patta under the concession granted by the Sultan of Zanzibar.

It will be observed that the language and contention of the *Note Verbale* were quite inconsistent with the explicit and unqualified acknowledgment of the Sultan of Zanzibar's rights of sovereignty over those islands contained in the Memorandum submitted by the German Government to Baron Lambermont. Nor, excluding that decisive fact from consideration, did there appear to be any justification for their present obstructive action advanced by the Imperial authorities of Germany better than the avowal that that action was prompted by resent-

ment against the Sultan of Zanzibar for having 'ignored the interests of Witu' in granting the Concession of Lamu to the British Company. The disastrous consequences following from the concession he had already granted to the Germans in the south were not, apart from other considerations, such as to encourage the Sultan to grant them another concession.

In regard to this *Note Verbale*, the Directors of the British East Africa Company wrote the Foreign Office on 15th January 1890, referring to the undoubted right of the Sultan of Zanzibar to cede the islands, and adding that, as no objection had been made by her Majesty's Government to the acceptance of the Concession, the Company had in good faith sent its officers to occupy the islands, had hoisted its flag alongside that of the Sultan, by arrangement with the latter, and now hoped that her Majesty's Government would confirm the Company in its rights, and refuse to permit any interference with them by the German Government. On 24th January the Directors were informed in reply that, notwithstanding the 'importance' of the facts stated in their letters, 'the question of the administration of the two islands by the Company must remain in abeyance pending the discussion between her Majesty's Government and the Government of Germany.' The Company was requested to send instructions to this effect to its local agents. To this the Directors replied that the Company had already taken over all the islands under the Concession, and that the lowering of the flags would have the immediate effect of prejudicing the Sultan of Zanzibar's claims to sovereignty. The Company's agents

however, would be instructed to take no new steps pending further orders. But this concession to their claims did not satisfy the demand of the Germans. The Company was informed by the Foreign Office that its officers must abstain from all administrative acts pending the decision of the controversy, and for the first time (on February 15th, 1890) the following official decision was given regarding a concession obtained on 31st August 1889, by her Majesty's Acting Consul-General, under direct instructions from the Foreign Office to assist the Company in every way he properly could in securing the concession. It was, moreover, through that department, in a letter of 27th September 1889, that the Company received the Concession which Mr. Portal had concluded with the Sultan; and it was with the full knowledge and sanction of her Majesty's Government that the administration of the islands was taken over and exercised up to the date of this communication of February 15th, 1890, in which it was officially declared, 'that as the Company's agents have taken over the islands, have hoisted the Company's flag, and have presumably taken steps in the direction of assuming the administration, their action in respect to a territory in the position of these islands must be held to have been taken without authority.'

The 'position of these islands,' it must be borne in mind, was an *ex post facto* incident, created by German hostility to British interests after the concession had been granted to the British Company and refused to the German Witu Company.

The indignity to the Imperial British East Africa Company and the Sultan of Zanzibar did not end here.

The Directors at once informed the Government that the decision would be immediately communicated to the Company's Administrator for his guidance. On the 25th February the Directors placed on record in a clear manner the position as regarded this concession and the steps taken by the Company. Government were reminded that the islands were ceded to the Company on 31st August 1889, and a copy of the Concession forwarded to the Directors by Government on 27th September; that in the letter of 11th October, hinting that the right of the Sultan to cede those islands might probably be called in question by the Germans, the Foreign Office conveyed no intimation that the Company should not proceed to exercise its right under the Concession; that on the 16th October the Directors, in reference to the foregoing letter, expressly informed her Majesty's Government that their agents had been instructed to enter upon possession, and that the Company relied on the sympathy and support of the Government; that this letter was acknowledged on 30th October without taking exception to the Company's administration of the islands; and finally, on 20th December, the Foreign Office was informed that, in pursuance of an arrangement with the Sultan mutually deemed advisable, the Company's flag had been hoisted in Manda and Patta alongside that of his Highness. The Directors then recapitulated the grounds upon which the Sultan's claims to sovereignty over the islands were based, and added that any doubts upon the matter could best be resolved by appointing a commission to take evidence on the spot.

But on the same day (25th February) a letter was

despatched to the Company from the Foreign Office directing the withdrawal of the Company's officers and troops from Manda and Patta, ordering the Company's flag to be hauled down, and the administration to be carried on through the Wali of Lamu. To these orders the Directors at once yielded, and telegraphed accordingly to their Administrator; but they again strongly emphasised their dissent from the assumption that their action in connection with the concession had been 'without authority.' Certain newspaper statements afforded the means of eliciting more distinctly from her Majesty's Government a definition of the attitude they had now taken up. It was asserted, with some appearance of authority, by the Berlin correspondent of the *New York Herald* (London edition) on 6th March, and in an official *communiqué* in the *Berliner Tageblatt* of the same date, that the British had admitted that the Sultan of Zanzibar had no right to the islands of Manda and Patta, and had therefore acted illegally in granting them to the British East Africa Company. The statements were so incredible, in view not only of the tacit concurrence of her Majesty's Government in the assumption of the rights acquired by the Company under the Concession obtained by her Majesty's Agent and Consul-General, but of the explicit acknowledgment of the Sultan's sovereignty made by the German Government before Baron Lambert, that the Directors drew Lord Salisbury's attention to the matter—feeling unable to understand such an apparent abandonment of the rights of British subjects lawfully acquired from a sovereign whose independence Great Britain was pledged to uphold. The Directors were

informed, on the 13th March, that the statement of the alleged 'admission' of her Majesty's Government was 'incorrect,' but the explanation now given of the action of her Majesty's Government in the matter differed very little from the former in character or degree. The German Government were informed 'that, as the question of the rival claims to the islands had been reserved' (at the time of the negotiations leading to the Delimitation Agreement of October 29th, 1886) 'for future negotiation between the two Governments, her Majesty's Government considered that the late Sultan of Zanzibar *had no right to prejudice a decision by including those islands in his Concession to your Company.*'¹

The stultification of their former action was, on the face of it, less intelligible in regard to the British than to the German Government. The former had expressed no disapproval of the inclusion of 'the islands of Lamu and Manda and Patta and Kiwihu and all other islands in that vicinity and in Manda Bay' in the Concession obtained for the Company by their own agent and Consul-General; and the latter had publicly acknowledged the Sultan of Zanzibar's sovereignty over the islands by becoming a suitor to him for a concession of them. Germany now disputed the rights it had so recently acknowledged, in order to embarrass the British Company and create another claim for 'compensation' in the general settlement which was approaching; while Great Britain abandoned them, presumably on account of those 'Imperial considerations' to which the Com-

¹ See Appendix No. 5, *Manda and Patta Concession Correspondence*.

pany's interests were so regularly sacrificed. It was in vain, however, the Directors urged that the right claimed and exercised by the Sultan of Zanzibar was 'no new thing' sprung upon the world by the concession,— 'that the terms of the concession in question had been virtually arranged and understood for more than a year before the date of its being granted,'—and that the Germans had made every effort to obtain the same concession for themselves, and only formulated their protest against the sovereign rights of the Sultan of Zanzibar when his Highness eventually granted the concession to the British Company.

The German Witu Company, on whose account all this contention first arose, was, as has already been stated, in a condition of exhaustion from which it had hoped to be rescued by obtaining the management of the customs administration of Lamu. In his official report of March 1889, to which reference has before been made, Vice-Consul Haggard stated that 'the Witu Company appear to be solely represented by Mr. Toeppen, who carries on in Lamu a retail trade in oil, crockery, calico, and piece goods. Very little capital has been expended in Witu, and it is stated that no plantation work on any scale has been attempted.' Lamu being lost to them by the Sultan's action in ceding it to the British East Africa Company, the Germans revived the discarded claims of the Sultan of Witu on the islands of Manda Bay, not because these islands possessed any commercial importance in themselves, but partly because the claims would be calculated to embarrass and discredit the British Company, and partly because Manda Bay afforded better anchorage for

large vessels than that of Lamu, and was capable of conversion into a very much superior port.

Meanwhile the German Consul-General at Zanzibar, not satisfied with compelling the Company to haul down its flag and withdraw from Manda and Patta, formally demanded of the Sultan that he should cancel the Concession. This, however, the Sultan declined to do, but, acting presumably on the advice of her Majesty's Government, he agreed to suspend the concession pending the result of the arbitration. On the 2nd of April 1890, the Sultan Seyyid Ali, who had succeeded to the throne on the death of his brother, Khalifa, addressed the following letter to Mr. George S. Mackenzie, the Company's administrator :—

After compliments :

'Oh, my friend ! Be it known to you that our friend the German Consul-General has written to us by order of his Government and has also spoken on the matter to us, that the two great Governments have decided that the question of our sovereignty over Manda and Patta must be sent to arbitration, and he says that these islands have not been proved to belong to us and that others claim them, and that our late brother did wrong in giving the Concession of them to you. But we cannot understand this, for the islands have belonged to us ever since the time of our fathers, and our friend the German Consul-General himself asked our brother to concede them to the Germans, and he refused because he had given (promised) them to the English. But we wish to please the Government of Germany if we can, and what can it matter to us if our claim goes to arbitration ? They must be decided in our favour. Our sovereign rights are known to all, and God and the great Governments cannot do us injustice.

But the German Consul-General has asked us to cancel our Concession to you for these islands, but this is not necessary.

For the sake of the arbitration desired by the Governments we have told him that we will write to you to consider the Concession of the islands as being suspended until our rights are decided for ever by arbitration, and we will then at once restore the Concession to you, and this is what we have to ask you. Please do nothing with regard to the Concession until the arbitration is decided in our favour, when we will again give it to you with the same rights and privileges as before. This is what we ask of you. Salaam from your friend,

SEYYID ALI.'

Mr. Mackenzie, in reply to this communication, informed the Sultan that as representative of the Company he declined to accept the suspension of the Concession or to compromise the rights of the Company by assenting to an act which would be a breach of good faith on the part of the Sultan. He advised the Sultan to make this known to the German Consul-General, and at the same time Mr. Mackenzie forwarded to the British Agent and Consul-General copies of the correspondence to place him in full possession of the facts.

Colonel Euan-Smith reported the situation by telegraph to the Foreign Office, which thereupon informed the Company that it was not justified in declining to accept the notice of suspension, and that it had nothing to fear if the result of the arbitration should be favourable to the Sultan of Zanzibar. Instructions in this sense were to be sent to the administrator. The Directors, in reply, assumed full responsibility for the refusal of their administrator to accept the notice of suspension, and explained in the clearest manner the important principle on which they acted. If the Sultan, coerced by pressure and threats from German officials, were to be at liberty to suspend

part of a concession granted under sovereign rights confessedly exercised for half a century without question, he would be entitled to suspend the whole concession, and it followed, in the opinion of the Directors, that 'a dangerous precedent would be established if an agreement signed, sealed, and delivered in perfect good faith could then be amended, cancelled, or suspended by one of the parties of it.' It was further argued that the suspension of the Concession, and the Company's acceptance of such suspension, would *ipso facto* be liable to interpretation compromising the Sultan's sovereign rights and prejudicing the British case in the proposed arbitration.

It was not until the 15th October 1890 (several months after the conclusion of the Anglo-German Agreement hereafter described) that Lord Salisbury informed the Company that it was now at liberty to re-occupy Manda and Patta. Meanwhile matters remained *in statu quo*; but it is interesting to observe (see correspondence in Appendix No. 5) that the demand of the German Consul-General on 31st March for the rescission of the Concession by the Sultan, was avowedly 'based upon the contents of a despatch from the British Ambassador at Berlin to the German Foreign Office, in which it was admitted that his Highness the Sultan had no right to make such a concession.' This was the 'admission' the newspaper report of which was stated on 13th March to have been incorrect.

CHAPTER VI

WANGA BOUNDARY QUESTION—DR. PETERS' EXPEDITION

By the terms of the Concession under which the British East Africa Company held the coast from Wanga to Kipini, the rent to be paid to the Sultan in respect of the customs was to be fixed after the first year's experience. During the first year the administration remained in the hands of the Sultan's officials, and the customs continued to be collected by his officers. The Company was to assume the administration from the 16th of August 1889 (the beginning of the financial year in Zanzibar). A few days before this date, however, the German Consul-General sprang another obstruction upon the Company by notifying to her Majesty's Agent at Zanzibar that it had not yet been settled whether the port of Wanga was within the British or German sphere of influence, and that the question must be decided before the customs administration was taken over by the British Company.

The attitude assumed by the Germans in regard to the southern boundary line was suggested by a certain vagueness in the wording of the Delimitation Agreement of 1886, which was drawn up in Europe by persons not conversant with the exact geographical conditions on the east coast. The words of the Agreement were 'The line

of demarcation starts from the mouth of the river Wanga or Umbe,' etc. On the strength of the doubt suggested by this ambiguous description, the Germans resolved to dispute the right of the Company to take possession of Wanga. That the former in this case as in that of Manda and Patta had put themselves out of court by their own official acts, and that the evidence against their contention as supplied by themselves was conclusive and unanswerable, did not modify their determination to cause trouble to the British Company.

As to the river, miscalled the 'river Wanga or Umbe,' which formed the boundary, only a slight knowledge of the locality was required to show that there was no river bearing the name of Wanga, and that there was no river at all at Wanga, but only a salt water creek. The river Umbe is about two miles to the south of the port of Wanga. The Company's concession extended to the river Umbe, and the territory had actually been taken over by the Company in the early part of 1889. The foregoing geographical facts, well known to all who had any personal acquaintance with the coast—well known, especially, as shall be seen, to the Germans—were amply confirmed by the results of an independent examination made by Commander Pullen of her Majesty's surveying ship 'Stork,' who at the time was surveying the coast.

In disputing the right of the British East Africa Company to the port of Wanga the obvious contention of the German authorities was that Wanga belonged to themselves. The character of that pretension will be clear from a reference to their own official records. The first article of the Concession to the German East African

Association declares that the Sultan 'makes over to the German East African Association all the power which he possesses on the mainland on the Mrima, and in all his territories and dependencies *south of the Umbe River*,' etc.

A proclamation issued by Herr Ernst Vohsen, the director-in-chief of the German Company notified that, 'In accordance with the treaty concluded between his Highness the Sultan of Zanzibar, Seyyid Khalifa, and the German East African Association, the latter takes charge, from the 15th August 1888, in the name of his Highness, of the whole administration of the coast-line extending *from south of the Umbe River* to the Rovuma River.' This proclamation promulgated an ordinance in which repeated reference is made to the German territory in the same terms.

On the 16th August 1888, Herr Vohsen issued two further ordinances declaratory of the German Company's rights and regulations under its concession 'south of the Umbe River.'¹

It would hardly be supposed that in the face of those explicit official records the Germans could expect any colour to be given to their present course except that of unwarranted and vexatious interference with the British Company, or that her Majesty's Government would for a moment consent to countenance or tolerate such a proceeding. The Directors of the Imperial British East Africa Company protested against this gratuitous and irritating action, and expressed the hope that no question would be allowed of the Company's undoubted rights at Wanga. They ordered a European officer to be placed in

¹ Africa, No. 10 (1888), pp. 35, 38.

charge of Wanga. Thereupon the German Consul-General protested to the British Agent against the Company sending any European officer to Wanga until the matter was settled. In reply to this protest the Directors telegraphed to their agent directing him to inform the British Consul-General that the Company declined to recognise the German protest, resting its position on the authority of the British and German Concessions and the fact that the port had been taken over by the British Company in January 1889. The Directors also referred to the fact that the question of delimitation had nothing to do with the Company's right to hold Wanga, as this right was acquired under the Sultan's Concession, in the same manner as its right to the strip of territory (including the Belesoni Canal and Kau and Kipini) which lay to the north of the Tana and consequently outside the recognised British sphere of influence as defined by the Agreement of 1886.

The Company placed Lord Salisbury in possession of the full evidence, on German as well as British authority, establishing and confirming the fact that the Umbe formed the boundary. Lord Salisbury acknowledged the Directors' letters without remark; and on the 5th of October 1889 the Company was informed from the Foreign Office that a joint British and German Naval Commission was proceeding to carry out the delimitation of the boundary at Wanga. The course adopted would have been a most proper one had there been the smallest doubt existing on the point, either on the evidence of the German official records, of common public knowledge on the coast, or of the British naval officers who had made an examination

of the boundary. Captain Brackenbury of H.M.S. *Turquoise*, was sent to meet the German ship *Carola*, and with her captain to make an examination of the boundary. The German ship had not arrived, but Captain Brackenbury inspected Wanga thoroughly, and his report was in the hands of the Government. Expressing surprise at such a question having arisen, he described the Umbe as 'an excellent frontier line giving Wanga some 1½ miles of surrounding in every direction.' There was no river at Wanga, only a creek.

On the 9th November a communication was addressed to the Directors by the Foreign Office, stating that the joint survey of the boundary had been completed, and that the report was expected shortly. It was, however, an open secret in Zanzibar (from which it was at once communicated to London) that the report of the Joint Naval Commission confirmed in every way the claims of the British side.

Notwithstanding that on 9th November the Foreign Office declared the inquiry to be completed and the formal report expected 'shortly,' and notwithstanding, further, that the purport of that report might almost be described as public knowledge, the report was withheld by the two Governments. On 2nd October Mr. Portal, then Acting Agent and Consul-General, had asked the representative of the Company to abstain from sending a European officer to take charge of the Wanga customs pending the decision of the Commission, which was about to examine the boundary. On the 12th December following, Colonel Euan-Smith sent the Administrator a copy of a despatch from Lord Salisbury expressing his lordship's approval of

Mr. Portal's advice regarding Wanga. An officer had been sent to Wanga in October in obedience to the orders of the Directors. The Administrator now informed the Consul-General that, in view of the unquestionable rights of the British Company, the withdrawal of the officers placed at Wanga would prove very prejudicial to its interests there and elsewhere, and he could not, therefore, consent to remove them except under compulsion, or by instructions from the Court of Directors. On receiving this correspondence from the Consul-General, the Marquis of Salisbury, on the 8th February 1890,—three months after the Boundary Commission had completed its inquiries—caused a letter to be sent to the Directors, observing that 'this is a point on which Imperial interests are paramount,' and requesting 'that the Court of Directors will be so good as to issue orders to Mr. Mackenzie to the effect that no act of administration shall be performed until the question in dispute is settled.' As the 'question in dispute' seemed, owing to the apparent agreement of the two Governments to ignore or suppress the report of the Boundary Commission, in a fair way of surviving till the Greek Kalends, the British East Africa Company might well have begun to regard any further contest with the Germans as hopeless, and either to resign itself to indefinite future sacrifices in the interests of Imperial policy, or abandon the enterprise in which it received so little encouragement and suffered so much loss. Again, on the 22nd February, in reply to a respectful representation that the revenues of Wanga formed part of the basis on which the Company's annual payment to the Sultan had been calculated and settled; and

that the withdrawal of its machinery of administration would be seriously prejudicial to its interests, the orders were reiterated that 'the Company shall abstain from any act of administration at Wanga until the discussion with the German Government shall have settled the disputed question whether it should be comprised in the British or German sphere.' But, as it was well known that the Joint Naval Commission had settled this point four months previously, it was impossible to understand what subject for 'discussion' could still remain, or how long the Company should have to await the pleasure of the German Government before resuming its suspended rights. And in point of fact the Wanga question, like that of Manda and Patta, was held over in this condition by Germany to increase the leverage available for application to the British Government in the final and general negotiations which resulted in the Agreement of 1st July 1890, eighteen months after the Company had occupied the territory.

In the early part of this narrative it was mentioned that, in connection with a representation addressed to Lord Salisbury by the Company urging a further definition of spheres of influence west of the Victoria Nyanza, his lordship informed Sir William Mackinnon that it appeared likely the projected German expedition for the relief of Emin Pasha would not take place, and no occasion would therefore arise for the delimitation suggested. This was in October 1888. During this month various reports, more or less authentic, appeared in the press pointing to the abandonment or postponement of the design, in consequence, it was alleged, of the want of sympathy on the

part of the German Government. The nominated leaders were Lieutenant Wissmann and Dr. Carl Peters. The real object of the expedition was hardly disguised even at the beginning. Probably, indeed, an appeal for funds for the dilatory purpose (already undertaken, two years previously, by a committee in England) of 'relieving' Emin Pasha, would have failed to elicit the same response as a frank avowal that the expedition was primarily intended to extend Germany's colonial empire in Africa at the expense of the British sphere. The German Colonial Company, at a meeting at Wiesbaden on 11th September 1888, passed a resolution declaring the extension of German stations by way of the Victoria and Albert Nyanza to Wadelai, 'to be desirable in the interests of the nation,' and that it was prepared 'to assist such a company formed with this object to the best of its ability.' The German public, declared the Liberal *Friesinnige Zeitung*, could not be too strongly warned to close their purses to such an attempt to entice them, under the pretext of Emin Pasha's name, into a colonial policy. But the adherents of such a policy were undoubtedly in the ascendant in Germany. In addition to the discouraging circumstance, already alluded to as having damped the ardour of the German Emin Pasha Committee (who had eventually discarded the word 'relief' from their title), the disturbed state of things on the German coast of East Africa compelled a temporary postponement of the enterprise. The original idea was to start from Pangani, march through the German sphere to the south of the Victoria Nyanza, and proceed between that lake and the Albert Nyanza to Wadelai, founding permanent German stations as they went. Hence the

strong representation addressed to Lord Salisbury by Sir W. Mackinnon pointing out the urgency of a definite settlement of the boundary in the terms of the understanding of July 1887, before the position was forced by Peters' expedition. But the project was by no means abandoned, as Lord Salisbury had been led to believe. It derived its vitality from motives quite irrespective of the disorders on the coast or the situation of Emin Pasha. As for the former, Lieut. Wissmann met the difficulty by avoiding it, that is, by intimating that his expedition would start from some point on the Somali coast, probably from Witu, following the line of the Tana. The news which reached Europe in December of the reported capture of Emin Pasha by the Mahdi did not discourage the German Committee or interfere with their designs. If Emin was captured, they declared that they would still go on with their enterprise and direct it against the slave-dealers in the Equatorial regions. In the latter part of December a telegram appeared in a London newspaper from a well-informed Berlin source, stating that 'although the belief in the safety of Emin Pasha, and in the success of Stanley in having relieved him, is now general among Colonial politicians here, the departure of the expedition destined for his relief is still contemplated, and it is safe to conclude that certain other objects in East Africa will afford a *raison d'être* for the continuance of the preparations already commenced, even though it should speedily become certain that Emin Pasha is already safe.' The probable appointment of Lieutenant Wissmann to the post of Governor of German East Africa was also referred to. In both matters the information was correct. The

announcement was made on 3rd January 1889, of the appointment of Wissmann as Imperial Commissary in East Africa. The management of the 'Emin Pasha Expedition' was therefore confided to Dr. Carl Peters. According to the correspondent just referred to (*Morning Post*, 8th January 1889), in Berlin it was 'a general insinuation that the news regarding' (the capture of) 'Emin Pasha and Stanley is an English fabrication intended to prevent the sending out of the German expedition, the hardly concealed ulterior object of which is the acquisition of a highway to the Central Lakes for German commerce and enterprise.'

On the 26th of February Dr. Peters left Berlin for Zanzibar, having announced his intention of leading his force through the British sphere, although permission to do so had already been refused to him. In the disturbed state of the native mind on the coast consequent on the fighting in the German sphere, the Directors of the Imperial British East Africa Company became alarmed at the prospect of such an expedition entering the Company's territory. They accordingly directed their Administrator to issue a notice that no armed expedition would be allowed to enter the British territory. On 27th March they addressed to Lord Salisbury a strong protest against Peters' intention to march through the British sphere of influence, as entirely contrary to the spirit and letter of the Agreements of 1886 and 1887. Lord Salisbury concurred with the Directors that it was undesirable Dr. Peters should be permitted to pass through British territory, and added that he understood Peters would not be allowed to proceed through the German sphere. Subse-

quently it was made known to the Company, by letter from the Foreign Office dated 11th May, that the expedition conducted by Dr. Peters 'would not be countenanced or supported by the German Government,' which suggests the reflection that if a similar expedition with similar objects had been organised by British subjects, the German Government would not have been satisfied with a mere declaration that it would not be 'countenanced or supported' by the Government. Its prevention and disbandment would have been called for and undoubtedly carried out.

At Aden the Peters' expedition enlisted 100 Somalis, who were taken to Zanzibar by Lieutenant von Tiedemann. The party intended to land at Lamu, and there await the arrival of Dr. Peters, but the steamer did not call at that port, and they were taken on to Zanzibar. The reason was that Dr. Peters had been warned that his expedition would not be permitted to pass through the British East Africa Company's territories, which landing at Lamu would involve; and also that it was strongly suspected that the expedition would probably have arms and ammunition passed under false declaration as provisions or merchandise—a suspicion which was justified by the subsequent discovery that of seventy-two cases shipped as provisions, ten were on arrival at Zanzibar found to contain arms and ammunition for the expedition. This dishonest attempt to evade the blockade did not elevate the character of Dr. Peters' enterprise. The Somalis, whom the Sultan refused to allow to land in Zanzibar, were sent across to Bagamoyo, where they were landed disarmed. Dr. Peters, however, was not to be discouraged

by the opposition of the British East Africa Company or the 'discountenance' of his own Government. He adhered to his resolution to lead his expedition to the interior at the back of the British Company's territory. His object in doing so was notorious long before he boldly avowed it himself by his declarations and acts. That object was a deliberate invasion of the territory secured by treaty to British influence. The Government of Germany 'discountenanced' this meditated violation of the rights of a friendly power, which was cordially supporting German enterprise in East Africa; but it did nothing, and its officials did nothing, to prevent the violation. Nor, indeed, did the Government of her Majesty, beyond the loyal but unsuccessful efforts of Admiral Fremantle to prevent Peters from landing at Witu with his party. As far as the two Foreign Offices were concerned, Dr. Peters enjoyed immunity to do what he pleased in the British sphere. His own Government refused to allow him passage through the German sphere of influence, which, moreover, the existing state of the country rendered impracticable, but the British Government issued no prohibition against his marching through the British sphere. The duty of counteracting this new mischief was left to the Company, which had thus imposed upon it another national responsibility for which it had certainly not bargained in accepting its Charter. Its difficulties were acknowledged, but its 'duties' were pointed out to it very emphatically and clearly. 'The Germans,' said a leading article in the *Times* on the 30th March 1889, 'who are making a great mess of their own undertakings, appear to make it their principal aim to

spoil ours. Their settlement at the mouth of the Tana River is a glaring breach of the spirit, if not of the letter, of the international agreement, and its avowed object is rather to hamper British trade than to obtain commercial advantages of a more direct and peaceful kind. While the Witu Company is thus endeavouring to shut us in upon the north and to bully the Sultan into handing over to them the island of Lamu with the British subjects who have made and who carry on its trade, the Carl Peters' expedition is clearly and avowedly intended to cut us off from the interior, by establishing German influence at the back of our territory. It is quite true that the German Government does not directly encourage these lawless and predatory enterprises on the part of its subjects. But it does not appear to be in any hurry to discourage them, as it is required to do not only by the friendship it professes, but also by considerations of common honesty and regard for treaty engagements. In fact we are witnessing the process known in private life as "trying it on," and described in the language of diplomacy as "officious" in contradistinction to official activity. If trying it on comes to nothing, the German Government has nothing to do but maintain a virtuous placidity of demeanour. If we are weak enough to allow these overbearing traders to carry out their intentions, we shall find that the German Government feels itself obliged, however reluctantly, to recognise accomplished facts.' Then the article turns to warn the British East Africa Company of the respect paid by all Governments to accomplished facts, and that 'it (the Company) must fight its own battle.' But the *Times* omitted to bear in mind that it was not its

own battle the Company was called upon to fight, but a battle forced upon it on the account of British national rights in East Africa, by the hostility of German companies and German subjects which their own Government passively sanctioned when it did not actively encourage and support them, and which the British Government left the Company unaided to deal with and resist with its own private resources. 'Should the battle be rendered unequal,' the *Times* concluded, 'by the appearance of the German Government on the side of the German traders, then the British East Africa Company would have a strong claim upon the Foreign Office, and one to which Lord Salisbury could not refuse to listen.' But the battle had been rendered unequal already by the strong support the German Government gave its subjects in every pretension they chose to put forward, and by the seeming acquiescence of the British Foreign Office in almost every German demand. Prince Bismarck might not, it was true, be willing to control his 'unruly countrymen' in East Africa at the request of Great Britain, but the British Government had the power and the right to support British subjects, acting under a Royal Charter, in resisting unwarrantable invasions of their undoubted rights. Not only were the Germans allowed to have the best of it in every dispute they chose to raise, but the British East Africa Company had now thrust upon it the enormous extra responsibility and expense of protecting in the interests of the nation the remote regions of the interior from foreign invasion.

Writing from Zanzibar on 30th March, after the world had become acquainted with the success of Stanley's

expedition, Dr. Peters no longer placed any disguise upon his project. 'I hope you will continue to hear good news of us,' he said, 'and that we, on our part, will be able to take part in the solution of the Central African question in the interest of Germany.' He had difficulties to encounter in the refusal of the German authorities to permit him to further aggravate the situation on the mainland by marching through the disturbed region, and in the natural opposition of the British Company to the admission of so dangerous an element, with so unfriendly a purpose, into its territory. Dr. Peters fixed upon Witu as his starting point; it was just outside the northern limit of the British sphere, and offered a base from which that sphere could be entered and traversed at the back of the coast. Witu and the Tana River route opened a way for him into that 'hinterland' in which it was his purpose to operate. The Emin Pasha Committee, as the *Times* reported on 7th May 1889, now virtually admitted that the real object of the enterprise was 'to try if possible to forestall the presumed intentions of the English by establishing a connection between the German sphere of interest and Emin's Equatorial Province.' To land his expedition at Witu, Peters was obliged to run the blockade, which at length he succeeded in doing by stratagem, and disembarked at Kwyhu Bay on 15th June 1889. On the 27th July he left Witu and marched up the Tana. Almost immediately he became involved in hostilities with the natives, and fighting and plunder marked the whole line of his march. The news which reached Europe in the first days of November that Emin Pasha and his companions were coming to the coast with Mr.

H. M. Stanley had no effect on the prosecution of an expedition planned for objects unconnected with the fortunes of the late Governor of the Equatorial Provinces. One of the British East Africa Company's officers (Mr. J. R. W. Pigott) had already made a journey up the Tana, and had been received by the tribes in the friendliest way. He had entered into treaty relations with them and had established a station of the Company at a place called Bokore, about 250 miles up the river. This expedition will be referred to more fully in another place. The natives, astonished and alarmed at the high-handed treatment administered to them by Dr. Peters—so different from the fair-dealing and conciliatory methods of Mr. Pigott—refused to assist him with boats or food. Both were taken by force. The people were shot down if they resisted. The chief of the Gallas at Bokore was shot by Peters, the Company's flag was pulled down and the German flag hoisted in its place, the British flag and the British Treaty papers were burned in public, and a German station was established. The intention of the expedition was now openly avowed and violently carried into execution. The head man left in charge of the Company's station at Bokore had gone down the river to sell ivory and purchase supplies. Dr. Peters burned the station and appropriated all the goods and stores for his own use. His procedure in the first stages of his journey is thus described by the Somalis who accompanied him :—'We went up the Tana and as we passed through the various districts, Dr. Peters called for the Chief or Headman, who was tied up as soon as he arrived at the camp and threatened to be flogged or killed unless he gave the caravan food or what-

ever was required. This was often carried out all the journey through. At Korokoro and other places wherever the Imperial British East Africa Company's flags were flying, Dr. Peters hauled them down, destroyed some and took others home to Europe; he made treaties wherever the Imperial British East Africa Company's flags were broken down, and impressed the chiefs and people that they were under the 'protection of the Deutsch.' He set the Company's station at Korokoro on fire and tried to destroy and render useless everything that had been done by the Company's agents.¹

This record was fully confirmed by the letters of Dr. Peters himself, published in the German newspapers, the general tone of which was one of exultation at the success of his methods of dealing with the lives and property of the natives and the rights of the British Company. It was, therefore, without surprise that news was received in November of the reported massacre of Peters and all his party by the natives on the Upper Tana, where he had shot the Galla chief and perpetrated several other outrages. The details were somewhat circumstantially given; but it eventually turned out that the report was a ruse, evidently designed to secure immunity from further public observation in the prosecution of a signally lawless enterprise.

¹ Enclosure in despatch dated August 2nd, 1890, from Colonel Euan-Smith to Lord Salisbury. Transmitted to Company by Foreign Office 2nd September 1890.

CHAPTER VII

THE NORTHERN PORTS AND THE ITALIAN GOVERNMENT

IN a former chapter it has been stated that the original desire of Sultan Barghash was that the British East Africa Company should accept a concession of all his dominions with certain limitations relating to the islands of Zanzibar and Pemba. When the Anglo-German agreement of 1886 divided the mainland behind the coast into spheres of influence, and defined the limits of the Sultan's sovereignty, the coast-line south of the Umbe River, in consequence of being reserved for German influence, became necessarily excluded from any concession which might be granted to a British Company. Immediately on the conclusion of the international agreement referred to, Sultan Barghash signified his readiness to grant to the British East Africa Company a concession of the whole of his mainland possessions to the north of the German sphere, including Lamu and the other islands on the coast. But the Company was unwilling at the outset to assume territorial responsibilities in excess of its resources and capacities of administration. The proffered concession of Lamu and the northern ports it therefore decided to forego for the present, until, by the development of its administrative machinery, and the

growth and consolidation of its enterprise, the Company might feel itself in a position to undertake extended operations. The concession, therefore, which the British East Africa Company accepted from the Sultan and undertook to work, comprised only the strip of coast included between the Umbe River and Witu. Within a very few months, however, the Company was coerced by the action of the Germans to abandon its prudent and moderate territorial policy. The German Consul-General made a demand on the Sultan of Zanzibar for the concession of the port of Lamu, as already related, and as a measure of necessity, prematurely precipitated by this foreign rivalry, the Company had no option but to avail itself of the Sultan's engagement to grant the concession of Lamu and the northern ports whenever desired. The history of the German opposition to this grant has already been related. Had no attempt been made to obtain these northern possessions of Zanzibar by a foreign power, it would not have been the interest nor the desire of the British East Africa Company to extend so far for perhaps several years to come. The responsibility was forced upon it by circumstances which it had no power to control, and was undertaken in a spirit of public duty to secure British interests from foreign aggression.

The ports north of Lamu conceded to the Company by the Sultan's deed of 31st August 1889, were Kismayu (near the mouth of the Juba river), Brava, Merka, Magadisho, Warsheikh, and Mruti. The Company, however, was averse to accepting obligations north of the Juba, and had already been in friendly communication with the Royal Italian Government respecting the northern

ports. That Government, desiring to establish its influence over the Somali coast, had previously opened negotiations with the view of acquiring the ports in question. A certain friction, the causes of which need not be entered into here, arose between the Italian Government and the Sultan of Zanzibar, resulting in an interruption of friendly relations. In this condition of affairs the Imperial British East Africa Company took the position of an intermediary between Italy and Zanzibar, and negotiated the concession of Lamu and the northern ports with the ultimate view of handing over the latter, with the sanction of his Highness the Sultan, to the Royal Italian Government. In May 1889 an Italian Protectorate was declared over the Sultanate of Op pia. On the 3rd August 1889 a formal agreement was executed between the Royal Italian Government (represented by Signor Catalani, Italian Chargé d'Affaires in London), and the Imperial British East Africa Company (represented by Sir William Mackinnon), of which the following were the general provisions :—

The Royal Italian Government being desirous of obtaining the ports north of Kismayu, the British East Africa Company, on obtaining the concession at this time under negotiation, agreed to transfer to the Italian Government (with the sanction of the Sultan of Zanzibar) the ports of Brava, Merka, Magadisho, Warsheikh, and Mruti, with the adjoining territory in each case: the ports then to be held by the Italian Government on the same terms and conditions as those contained in the concession to the Company, excepting Kismayu, which was to be jointly occupied and administered. The Italian

Government bound itself to limit the Italian sphere of influence to the east and north of the river Juba to the intersection of 8 degrees north latitude and 40 degrees east longitude, following the parallel of 8 degrees north latitude to about 37 degrees east longitude, whence the line was to run in a north-westerly direction to a point on the Blue Nile. This river was to form the boundary as far as 35 degrees east longitude. The Italian Government and the Company were to have equal rights of navigation on the river Juba.¹

On the 31st August the Company received the concession from the Sultan, and on the 18th November a Deed of Transfer was executed to the Italian Government in pursuance of the Agreement of 3rd August 1889. The Italian Government, on the 19th November, notified to the signatories of the Berlin Act that on the 15th of that month a Protectorate had been assumed by Italy over the eastern coast of Africa from the north of Kismayu to $2\frac{1}{2}$ degrees of north latitude, that is, to the southern boundary of the Sultanate of Oppia. The transactions between the Imperial British East Africa Company and the Italian Government had the full cognisance of her Majesty's Government, and were announced to the shareholders by the Directors, in their annual report, dated the 17th July 1890, in the following terms:—

‘The Directors have now to state briefly the circumstances, so far as they are concerned, which have led to the establishment of an Italian sphere of influence outside the limits assigned to Great Britain by the Anglo-German Agreement. Sir William Mackinnon, the

¹ See Appendix No. 7, *Italian Agreement*.

President, foreseeing that the presence of a foreign power north of the Tana River must have the effect of excluding this Company from the Nile basin as well as from territories inland extending up to the Juba, deemed it of the first importance to obtain such control over the remaining coast possessions of the Sultan of Zanzibar, north of Kipini, as should obviate a situation certain to jeopardise the future of the enterprise. Accordingly, not without much opposition, involving recourse, as regards Lamu, to the arbitration of a foreign jurist, the Company succeeded in getting the Concession of these possessions confirmed, which had previously been promised to Sir W. Mac-kinnon in writing by the late Sultan Seyyid Barghash. These possessions comprised the islands of Lamu, Manda, Patta, Kwyhu, and others, also the ports of Kismayu, Brava, Merka, Magadisho, Warsheikh, and Mruti. . . . Under the arrangement above mentioned, this Company with the knowledge and consent of his Highness the Sultan of Zanzibar, now proceeded to execute an agreement with the Italian Government for the transfer desired, whereby, subject to the reservation of the joint occupation of the harbour of Kismayu, this Company should be relieved entirely of all responsibility and liability in connection with the said ports of Brava, Merka, Magadisho, Warsheikh, and Mruti, the Italian Government at the same time undertaking to confine its operations strictly within the limits defined on the accompanying map.'

At this point the negotiations intervened which were opened between her Majesty's Government and that of Italy for the delimitation of their frontiers in Africa. A suggestion was made by the Foreign Office to the effect

that, as an equivalent for the relinquishment by Italy of all claims at Kismayu and south of the mouth of the Juba, the line of delimitation agreed on in 1889 should be moved down from 8 to 5 degrees of north latitude, so as to include in the Italian sphere the coveted territory of Kaffa (which was more or less connected with the tribal system of Abyssinia) and to limit that sphere to the westward at the Blue Nile. The Company, in reply, proposed, in consideration of obtaining entire control of Kismayu and the south bank of the Juba, to make the 6th parallel of north latitude the boundary as far as the 35th of east longitude and following that meridian to the Blue Nile. Although anticipating a period to which the general narrative has not yet arrived, the history of the negotiations with Italy may properly be followed in this place to their conclusion. The Directors thought it right to press upon Lord Salisbury the expediency of inserting in any arrangement come to with Italy a provision securing to the Company a preferential right to the reversion of the Northern Ports in the event of their being at any time given up by Italy. Lord Salisbury's opinion was that the stipulation as to not transferring the lease should be made in the Concession itself; but his lordship had already suggested to Lord Dufferin the expediency of a provision that if the ports should become the property of Italy the British East Africa Company should have the first option of re-purchase in the event of the Italian occupation ceasing. Further consideration of the situation made it appear evident that any stipulation as to reversionary rights would be gratuitous and unnecessary. Italy could only acquire the ports through

the Company by lease from the Sultan, which would not extinguish his proprietary rights. Great Britain, as the protecting Power, would be bound to see that the Sultan's rights were not confiscated, and it would be as impossible for the Sultan to make such an arrangement with Italy as he had made with Germany (ceding the sovereignty of part of his dominions) without the assent of her Majesty's Government, as it would be for Italy to transfer the Concession of the Northern Ports to a third party without the assent of the Sultan.

On the 24th of March 1891 a protocol was signed at Rome by the British Ambassador and the Italian Minister for Foreign Affairs for the delimitation of the British and Italian spheres of influence in East Africa. The boundary line indicated by the Directors, and the terms on which that line was agreed to, were adopted. The Juba, the 6th parallel of north latitude, and the 35th meridian of east longitude separated the two spheres of influence, the Company obtaining exclusive control over Kismayu and the south side of the Juba. The Company naturally wished to be disengaged from the responsibilities which it had assumed under the concession relating to the Northern Ports,—responsibilities undertaken exclusively on behalf of the Italian Government, while at the same time the Italian Government assumed that in virtue of the Delimitation Agreement with Great Britain it was entitled to claim the transfer of the Northern Ports. The Company, therefore, on being approached on the subject semi-officially, explained that, being under the obligations and responsibilities of a contract with his Highness the Sultan in the matter of those ports, it could not release

itself without his Highness's consent, which would have to be obtained through her Majesty's Secretary of State for Foreign Affairs. The ports in question, forming as they did a portion of the dominions of the Sultan, were in no way dealt with or mentioned in the Anglo-Italian Agreement. Count Tornielli, on 3rd September 1891, officially informed the Company of the general effect of the delimitation as regarded the Benadir coast, which now ('including the ports of Brava, Merka, Magadisho, and Warsheikh, with their surrounding territories') were declared to form part of the Italian sphere of influence. The Company was accordingly notified that its 'rights and responsibilities' as far as those ports were concerned had thereon ceased. The Directors replied that they had had official cognisance of the Agreement, and now only required his Excellency's personal declaration that the Italian Government took all the obligations and responsibilities of the Company under the Concession, which declaration would be accepted by the Company as a complete release. It was not until February 1892 that the matter was brought to a close, by a letter, dated 6th of that month, from Lord Salisbury to the Italian Ambassador, stating that the Sultan's concession north of the Juba to the British Company became *ipso facto* inoperative on the conclusion of the Anglo-Italian Agreement of 24th March 1891, and that the Italian Government was now free to make its own terms with the Sultan, should it wish to do so, for the transfer to them of the rights once held by the Company. At the same time Lord Salisbury informed the Company that the effect of this correspondence was to

release it from any further responsibility in regard to the concession in question.

The Directors formally notified this result to the Sultan of Zanzibar, who acknowledged the communication, and informed them that henceforth he held the Company responsible for the administration only of the coast and the adjacent islands belonging to the Zanzibar dominions 'between the ports of Wanga and Kismayu, both inclusive.'

CHAPTER VIII

UGANDA

A PECULIARITY of the territory of East Africa acquired by Great Britain and Germany, which explains the movement towards the interior adopted by both nations, and which is even still not appreciated by many persons opposed on principle to territorial expansion, lay in the fact that the value of the coast depended, and still depends, in a large measure on the commerce of the distant interior. Without control of the latter, the former could be little more than a barren acquisition; and it was the strong conviction of this fact which suggested and gave force to the 'hinterland' doctrine so clearly recognised by Great Britain and Germany in the correspondence of July 1887. The doctrine simply declared that, in the case of Powers having possessions on the coast, each should be secured by common agreement in the exclusive right to influence and control in the regions of the interior subtended by its coast-line, and none should have the right or the liberty to intrude in the rear of another. The doctrine did not exclude private enterprise or commercial freedom, but applied solely to the acquisition of political influence and territorial dominion. The districts intervening between the coast and the lake

regions, owing to the present economic condition of the country, are comparatively valueless, and must so continue until the process of development has realised their latent resources. In the British sphere these resources are potentially great owing to exceptional conditions of natural fertility, climate, and general accessibility; but pending their general development by the application of European capital and enterprise and the organisation of regular administration, it was of the first importance that the still more valuable 'hinterland' should be secured to Great Britain. It was a fact that through the aggressive enterprise and activity of German subjects, supported by their Government, Great Britain had not only lost the position of predominating influence which she had held for a long period in East Africa, but had almost lost every foothold on that part of the African continent. The Government were glad to retrieve, as far as practicable, the adverse consequences of the hesitation of 1878 by all the encouragement they could give towards the formation of a chartered company to take care of the interests of the nation. It is but just to record that during those years of vacillation, which opened the way to new adventurers eager to take up what Great Britain was content to refuse, Sir William Mackinnon continued unchanged in his conviction that British interests required the acceptance of the concession offered by the Sultan of Zanzibar. As soon as the Germans began to push their operations in East Africa, the Government of Great Britain had forcible evidence of the soundness of Sir William Mackinnon's views. The Government grew anxious to revive and put into action that enterprise

which it had previously discountenanced. Failing a response from Sir William Mackinnon and his friends, there was practically nothing between German enterprise and the rapid absorption of the whole of East Africa. Already Germany had not only planted her interests in the extensive territory south of Kilimanjaro, but near Mombasa, and at Witu, and even advanced claims on the Somali coast almost all the distance up to the Gulf of Aden. The German maps of the period illustrate the views of expansion then freely entertained in that country by the party of colonial empire. At this critical juncture the British East Africa Company came to the assistance of her Majesty's Government, and opportunely undertook to be the custodian of the nation's interests in East Africa, thus enabling Lord Granville to propose the policy of partition which was now to be definitely adopted.

As far as the coast, and the territory contiguous to the coast, were concerned, the Delimitation Agreement of 1886 sufficiently defined the limits within which it was legitimate for British and German enterprise to operate. We have seen with what unforeseen embarrassments the work of the British East Africa Company was hampered and obstructed from the beginning, and the sacrifices of time, labour, and money which the duty of defending national interests imposed upon the Company. Those matters related only to the coast; but, as has been said, through the new doctrine of 'hinterland,' the possession of the coast controlled and determined the right to the interior.

That part of the interior in which interest centred was Uganda. Apart from other circumstances, the position of that country on the Victoria Nyanza formed a key to the

Nile valley beyond, and the populous and productive provinces ruled by Emin Pasha. The power holding Uganda would exercise a paramount influence in the surrounding regions. The interest with which Uganda was regarded was, however, enhanced by other considerations. It was by far the most powerful state in Central Africa, and by far the most civilised. The arts of peace were cultivated to a remarkable degree of proficiency, as well as the arts of war. The political constitution, spontaneously evolved, like other isolated civilisations, from local conditions and necessities, was analogous to the feudal system formerly existing over the greatest part of Europe. The country was populous, productive, and highly cultivated. The inhabitants were a race superior in physical and mental qualities to all the surrounding tribes. Paramount influence over this powerful nation standing in the way of, and commanding the line of access to the equatorial Nile provinces, was an object of the keenest interest to the European powers established on the East Coast. To Great Britain, Uganda preferred claims stronger than any derived from geographical situation or political circumstances. The country had been made known to the world by British explorers, and British missionaries first carried to Uganda the message of the Gospel. So closely, indeed, had Uganda been associated, from our first knowledge of the country, with British enterprise on the part of explorers such as Grant, Speke, and Stanley, and with British heroism of the truest order on the part of such men as Mackay, Hannington, Parker, and many others of our missionaries, that even Mtesa himself acknowledged the strength of the

association by despatching a formal embassy to her Majesty. It is hardly to be doubted, therefore, that the acquiescence of her Majesty's Government at any time in the acquisition of Uganda by a foreign power would have raised a strong storm of opposition in Scotland and England. There was no desire on the part of this country to annex Uganda, or become responsible for its good government; but there would have been the strongest objection to its annexation by another country. From a very early date the Government recognised this fact, and it was not, as may readily be supposed, without considerable uneasiness that the activity of the Germans began to be observed. Uganda was not likely to be left for long unapproached by a people so enterprising, who meant to make it their road—as it was already the road of commerce—to the Equatorial Provinces from the East Coast of Africa.

The newly-formed company was not only a necessary and convenient agency for her Majesty's Government in securing the coast, but it now had devolved upon it the further responsibility of guarding the interests of Great Britain in the interior. In view of the magnitude of these unforeseen responsibilities the Company would not have undertaken them, and would not have been justified in undertaking them, under ordinary circumstances. But, as shall presently be seen, the circumstances under which the Company embarked on its enterprises in the interior were not ordinary circumstances. In consideration of the benefits likely to accrue to its own revenues from the administration and development of the coast territory, the Company's public functions and private interests harmonised within that limited sphere at least to that

point at which the former became diverted against attempts by others to invade the national rights of Great Britain. In regard to Uganda, however, no such harmony of interest and duty existed, and, until Uganda should be brought within the influences of commercial intercourse, the Company's operations in so remote a region must necessarily be an unduly heavy drain upon its resources. These considerations were never absent from the mind of the Directors, and in accepting their charter they had at least reasonable ground for hoping that the Company's agency in the lake regions might be unnecessary until the conditions should have so altered as to render it not only practicable, but commercially prudent.

It is to be noted, however, as a factor exercising a very appreciable influence upon the course of events, that the motives which inspired the founders of the Company were not by any means exclusively commercial. The Charter imposed obligations of an administrative character, but there was in the undertaking a considerable infusion of philanthropic and patriotic feeling which the Court of Directors adequately represented. Questions were not, therefore, always decided merely on their merits as matters of pure business; conceptions and obligations of a higher character frequently influenced the decisions of the Board. Of the character of the directorate, and the aims and sympathies of the company which it represented, the Government could not have had the smallest doubt, and from the beginning the Secretary of State for Foreign Affairs invariably found the Directors ready to undertake any duty, to respond to any suggestion, and to submit loyally to any necessity or sacrifice which the public

interests demanded. The willing acquiescence of the Company in all that was required of it did not a little to foster the general impression that everything extra-commercial which it did, or undertook to do, was part of its obligations under the Royal Charter. The record of public service performed by the Company, and the cost to itself at which such service was rendered, have been so obscured by the impression referred to as to make it somewhat hard to obtain that public recognition of the results obtained which the case undoubtedly calls for. A fuller knowledge of the facts is alone needed to assure a full appreciation of these results and of the sacrifices they entailed upon the Company.

In the month of July 1888¹ the British Agent and Consul-General at Zanzibar, with the approval of her Majesty's Government, took steps to open up friendly relations with Uganda. He despatched a letter to King Mwanga by the hands of a trader named Stokes, who was accompanied by an envoy bearing letters from the Sultan of Zanzibar to the King and Arabs of Uganda. In these letters the Sultan recommended to the good offices of the King and the Arabs 'all English traders in Uganda and Central Africa,' and assured them of the friendly designs of the English. The envoy and Mr. Stokes were 'specially charged to explain the circumstances under which the Imperial British East Africa Company will, as friends and allies of the Sultan, commence their operations on the mainland.' The Arab traders were then a predominant class in Uganda, with whom the influence of the Sultan of Zanzibar, as their sovereign and co-

¹ The Imperial British East Africa Company's officers did not reach Mombasa till October 1888.

religionist, could not fail to have great weight. A revolution, however, took place in Uganda in the latter part of 1888, which successively resulted in the deposition of Mwanga, the expulsion of the Christian missions, and the establishment of the power of the Arabs. There could be no doubt of the uncompromising hostility of the Arab traders to every form of European influence in the country, seeing that their trade consisted in slaves and ivory only. No other description of produce would pay for transport to the market at the coast, so long as human portorage should provide the only means of carriage, and form the primary motive to the enslavement of individuals. The triumph of Arab domination was therefore felt to be the deathblow, for a time at least, to European hopes in Uganda. The expelled king, Mwanga, was a fugitive on the south side of the Victoria Nyanza, and his brothers Kiwewa and Kalema were successfully placed on the throne—the last being the nominee of the Arabs. During the year 1889, therefore, Uganda, broken into hostile factions, became excluded from the scope of European designs.

In the month of February 1890 news reached Europe of the complete collapse and overthrow of the Arab power in Uganda, and the recovery of his kingdom by Mwanga. This event took place in September 1889, and a report obtained currency in Berlin that certain Europeans, who were alleged to have assisted Mwanga, were Dr. Peters and his party. This, of course, was quite impossible, because at the time the events were taking place on the Victoria Nyanza which restored Mwanga to his throne, Dr. Peters was making his way, as has been described, up

the Tana. The conjecture, however, obviously rested on the belief that Peters was still living, notwithstanding the rumour so sedulously circulated of his death, and that Uganda was his objective point; and subsequent events justified incredulity as to the origin and accuracy of these rumours and the avowed aims of his expedition.

In the beginning of 1889 the British East Africa Company had despatched a considerable caravan to the interior in charge of Mr. F. J. Jackson, to explore the territory, establish or mark out stations, and to make treaties and cultivate friendly relations with the various tribes. Incidentally, in consequence of a report of Mr. Stanley's expedition having reached the north-eastern shore of the Victoria Nyanza, Mr. Jackson was instructed to have a look-out for the great explorer, and, if they met, to furnish him and his party with supplies. On starting, however, Mr. Jackson was instructed to avoid Uganda, as the country was known to be in a state of revolution, and the responsibility of interfering in its affairs was one which under existing conditions the Company was unwilling to assume.¹ From this caravan, owing to the difficulties of communication, little or nothing was heard for nearly a year, but in the spring of 1890, following the news of Mwanga's reconquest of Uganda, that part of the African continent became the object of keen interest. It

¹ When Mr. H. M. Stanley proposed in 1886 to lead his expedition for the Relief of Emin Pasha from the east coast, objection was raised by the French Government on the ground that the lives of French missionaries in Uganda might be endangered through the excitement likely to be produced by his approach to that country. *A fortiori*, Mr. Jackson was ordered not to approach Uganda, because an old tradition had it that the kingdom would eventually be conquered by an enemy entering by the north side of the Victoria Nyanza.

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was evident that the 'race for Uganda' was about to take place in earnest. The arrival of Mr. H. M. Stanley at the coast with Emin Pasha was another event not without its influence. Emin Pasha having shown a wish to attach himself to the service of the British East Africa Company,—partly, it is to be assumed, from sympathy of aims and methods, and partly from the gratitude he had already so warmly and publicly expressed to those whose generosity had been the means of his deliverance—strong pressure was put upon him to take an appointment in the German service. On the 31st of March the announcement was made that Emin Pasha had finally accepted the proposals of Major Wissmann, the German Commissary in East Africa, and had definitely entered the German service. At the same time it was added that, notwithstanding the prevalence of the rainy season, Emin was to start at once for the interior with 200 Soudanese soldiers, several German officers, and a large caravan. The porters who were engaged for this expedition stated that they were to receive extra wages to march with the greatest speed to Victoria Nyanza. Emin's acceptance of service with the German authorities provoked a variety of criticism, and the haste with which his departure for the Victoria Nyanza was arranged at that unfavourable season of the year, was interpreted as a design, if possible, 'to anticipate the English plans' in the direction of Uganda.¹ The general activity of the Germans at Zanzibar was significant; and a somewhat startling light was shed on their energetic action at the coast by the news, reaching Europe almost simultaneously, that Dr.

¹ *Times*, 2nd April 1890.

Peters had reached Kavirondo, on the north-eastern shores of the Victoria Nyanza, and within a short distance of the frontier of Uganda.

The objects for which the so-called German 'Emin Pasha Expedition' had been organised, and the concurrence of the two remarkable events just mentioned—the appearance of Dr. Peters at the north of the Victoria Nyanza, and the engagement of Emin Pasha to conduct with all haste a strong expedition to the south of that lake—combined to excite a state of public feeling in this country which demanded immediate action for the protection of the nation's interests in that part of Africa. No person seemed to doubt that the urgent despatch of Emin Pasha in the direction of Uganda was meant as an act of co-operation with Dr. Peters in establishing German interests in that region. Public opinion in Great Britain called for prompt and energetic action to maintain British rights. It was no satisfactory answer to say that Uganda was expressly and undoubtedly assigned to British influence by the diplomatic understanding of July 1887. The obvious rejoinder was that the German public did not mean to respect that understanding, that German maps coloured Uganda as part of the German sphere, and that German expeditions were now converging on the Victoria Nyanza region from north and south. It was universally felt that in this case priority of possession would override paper understandings, and that the agents of German colonisation enterprise were acting on the conviction that it would be less easy for their Government to repudiate accomplished facts than it had been to disavow the agency of accomplishment.

At this crisis, the nation at once turned to the British East Africa Company as the agency whose duty it was to guard the national interests in Uganda. Uganda was 800 miles from the coast, and neither road nor means of transport existed; but these things were made light of, if they were even understood, and the Company was regarded as having undertaken to do all this class of work in return for its Charter, which was vaguely understood to have conferred benefits as a consideration for such public services when required. The Directors were placed in an unexpected and very embarrassing position. The cost of an expedition to Uganda under the circumstances was an item which the Government themselves would have hesitated to put to a vote in the House of Commons. The capital of the Company was not equal to such enterprises. Moreover, the Company had already, in discharge of its duty under the Charter, made very considerable and expensive efforts towards opening up the interior and establishing friendly relations with the natives, with a view to providing a new market for British trade in East Africa, and the Charter prohibited the enjoyment or creation of a monopoly by the Company in any form. Mr. J. R. W. Pigott had explored the Tana and the intervening regions between that waterway and Mombasa; a trading caravan had visited the Ukambani country; and Messrs. Jackson and Gedge had been despatched with a large and perfectly equipped caravan towards the Victoria Nyanza. The Directors were not disposed to commit themselves prematurely to the work of exploration or exploitation—from which no return could for a considerable time be expected

for the heavy outlay incurred—until at least they should be assured of the support necessary to the extension of the Company's operations into such new and distant regions. There was as much territory on hand as could be dealt with; the contests at the coast with foreign rivalry had made a large inroad upon time, energy, and resources; and the Directors felt that the period was now come for turning to practical work calculated to bring the shareholders a return for their capital.

The Company was subjected at this juncture to the pressure of a universal and strongly expressed opinion that it was bound by its Charter obligations to secure the interests of Great Britain in the lake regions. Her Majesty's Government very clearly intimated that they looked to the Company to assert and maintain British rights in Africa, which were represented to depend on effective occupation. The fallacy underlying all the arguments and assumptions as to the responsibility of the British East Africa Company in these respects was that the immediate interests of the Company were identical with those of the nation. Nothing could be more specious, but none the less groundless. It was far from being the interest of the Company, with a small capital upon which the rivalry of foreigners, favoured by the diplomatic needs of British Imperial interests elsewhere, had already made serious demands, to embark upon expeditions in the remote interior which, whatever might be their eventual results, must immediately involve heavy and unproductive expenditure. The importance of securing Uganda and the head waters of the Nile within the sphere of British influence was certainly pressing, but to require a private

enterprise to undertake such onerous duties without State co-operation was illogical and unjust.

The *Times*, in a leading article on 3rd April 1890, on the appointment of Emin Pasha to lead the German expedition to the interior, wrote as follows:—

‘No secret is made of the aims of the expedition, for which 800 Soudanese fighting men are already collected under the command of German officers. It is to extend German influence through the territories at the back of the somewhat loosely defined sphere of British interests, to hem in the East Africa Company, and to deprive it of all access to Equatorial Africa. If, in addition to carrying out this bold scheme, the expedition can regain command of the province recently abandoned by Emin Pasha, it will place the greater part of Central Africa under German control, and will pave the way for its extension into the Soudan. . . .

‘At all events, Emin Pasha has shown a decided reluctance to return among people who were certainly prepared to make the best of his situation, and has now thrown himself into an enterprise intended to work as much mischief as possible to the nation that furnished the men and the means for his rescue. Major Wissmann’s expedition is equipped for other work than exploration. A glance at the map of the country will show its territorial aims, and its 800 Soudanese, doubtless efficiently armed with the resources of civilisation, are eloquent of the means it will employ for the attainment of its ends. It is to retrace in hot haste the path by which Emin Pasha was brought down to Bagamoyo, establish German influence throughout the country between the Victoria Nyanza

and the Congo Free State, push northwards to Uganda, which at present forms the only western outlet by land for the British East Africa Company, and regain possession of Emin Pasha's province, where his name is still supposed to be something to conjure with. If this programme be carried out, it will need only a little corresponding activity, the way for which is already prepared by verbal claims, to push German influence from Witu, on the north of our territory, in such a way as to completely hem us in on the north, as well as the west and the south. Nothing would then remain to the British East Africa Company except a strip of territory some 400 miles deep between Victoria Nyanza and the sea, and with a breadth of 150 to 200 miles at the outside. This territory is valuable as a doorway into Central Africa, but Major Wissmann's amiable design is to wall up the exit. . . .

'It results from all this that the British East Africa Company must lose no time in putting its house in order, and in taking effective possession of whatever it hopes to keep on the shores of Victoria Nyanza. Those upon the spot must, of course, be the judges of the best means to adopt; but it would seem that in one way or another good communications must be rapidly established with the Victoria Nyanza, and good relations with Uganda on its northern shore. It is idle to conceal the fact that competition at this point must be very acute. British influence must either cut the route from German territory south of the Victoria Nyanza to Emin Pasha's old province, or German influence must cut the communication of the British Company with everything west of the great

lake. (Neither nation can for a long time to come have so much at stake as to exclude peaceful agreement, but it is plain that just at present the German temper is one of uncompromising aggressiveness.) The British Company is at a heavy disadvantage, because, while it must conform to the laws of a commercial undertaking, it has to compete with what is practically on the part of Germany a scheme of Imperial conquest. It is the German Government, much more than German traders, that is pushing forward the present attempt to secure the whole of Central Africa, as far as the Congo Free State on the west, and the Soudan on the north.'

The conclusion obviously pointed to was that the action of the German Government in pushing forward the efforts of its subjects to cut British influence off from the interior, should be met by corresponding co-operation on the part of the British Government in the efforts of the British East Africa Company to forestall the advance of the Germans. Such, however, was not the direction taken by public opinion or that of her Majesty's Government. The Company was warned, notwithstanding the acknowledged character of the competition it was called upon to meet, that it must expect no public assistance in doing the work forced upon it by unlooked-for circumstances; and the only ground advanced by the *Times* for this demand upon the Company was that 'as a rule, the extensions of our Empire, where not won as the spoils of war, have been made not by the State but by private enterprise.' It was convenient to ignore the important circumstance that it was not private enterprise that was now called for, but public service,—that the acquisition of

Uganda was a political necessity in the interests of the Empire, and that the East Africa Company was required to act in behalf of the Empire in the matter—but at its own cost. (The *Times* said in effect, speaking as the mouthpiece of public opinion and of the Government,) that the Company as the nation's agent was bound to secure the lake regions of Central Africa for British dominion and commerce, although in doing so it had to contend with the resources not of a rival company but of an Empire. In this public service it must look for no help from the State; but the *Times* added, two days later, that if the Company (can put Englishmen and English money into its territory upon any considerable scale, it need not doubt that due protection will be forthcoming.) With this authoritative intimation of the nature of the interests upon which alone her Majesty's Government could be expected to act, the Company was dismissed to its duty.

CHAPTER IX

THE ADVANCE TO UGANDA.

ON the arrival of the news of the overthrow of the Arab domination in Uganda, her Majesty's Agent and Consul-General at Zanzibar telegraphed to the president of the Company (15th February 1890) strongly recommending the despatch, as soon as possible, of a thoroughly equipped caravan to Uganda; the cost, it was added, would be heavy, but would ultimately be fairly recovered; and in the meantime by delaying the despatch of this expedition time would be afforded to Arabs of Unyamyembe to recover the position lately lost in Uganda. In the following month Sir William Mackinnon was advised from the Foreign Office of the despatch of two envoys to the coast by King Mwanga, by whom her Majesty's Government intended to send back presents to the king. It was intimated that 'the cultivation of a cordial understanding with the king of Uganda is of the greatest importance to the future interests and prosperity of the Imperial British East Africa Company.'

On the 2nd of April a communication reached the Directors from the Foreign Office, the force and significance of which were placed beyond doubt by the concurrence of

the movements in Africa described in the last chapter. 'Information received from Colonel Euan-Smith,' it was stated, 'shows that the state of affairs in Uganda is critical, and that Mwanga, who has completely defeated Karema, but is not secure against attempts of his enemy to retrieve his overthrow, may be disposed to accept overtures from the white men who may be first in the field. It is understood,' continued the letter, postulating an intention which it would have been very embarrassing for the Directors under the circumstances to disclaim, 'that the principal object which the East Africa Company has in view, after establishing its position on the coast, is to secure paramount influence in Uganda, and that steps have been taken for that object by the despatch of caravans. His lordship would be glad to learn the exact nature of these steps and the further measures which the Directors propose to take, in order that he may communicate the information to Colonel Euan-Smith in anticipation of the arrival at Zanzibar of a mission from Uganda said to be now on its way to the coast.'

The influence exercised on the public mind by Mr. H. M. Stanley on his return from the interior must be counted as one of the most powerful factors which brought about the situation the Company had now to meet. The effect of his emphatic declarations of the importance of Uganda to Great Britain and of this country's rights to its permanent inclusion within the sphere of British interests, was such as to compel the Government to recognise the effective occupation of Uganda as a matter not to be postponed. Public opinion would brook no hesitation in the emergency, and to the force of this opinion, acting

directly and through her Majesty's Government, the Company had no choice but to yield. It may be admitted, without lessening the merit of the public enterprise thus undertaken at the expense of more personal interests, that the patriotic spirit of the Directors disposed them to accept the task without the justifiable protest that it exceeded the functions and obligations of the Company.

Captain F. D. Lugard, who was occupied on the Sabaki River in opening a trade route to the interior and in preliminary arrangements for giving effect to a scheme for the self-redemption of domestic slaves by means of their own labour, received instructions in March 1890 from the Administrator to proceed with all despatch to Uganda to establish the Company's influence. Captain Lugard was furnished with a letter from the Sultan of Zanzibar recommending his expedition to the good offices of all Arabs in the interior, and testifying his Highness's personal friendship for the Company. He also received a copy of an interesting letter received by the British Consul-General from Mr. A. M. Mackay, containing useful information concerning the state of affairs in Uganda. From this communication Captain Lugard learned that Mwanga had been restored to his kingdom by the aid of the Christians, but that nevertheless foreign annexation was not the only imminent danger to be apprehended. 'The Arabs in Karema's train,' Mr. Mackay wrote, 'have intimated their intention to invite the aid of the Mahdi's troops in the Upper Soudan to enable them to take possession of both Unyoro and Uganda. I scarcely think that the fanatical dervishes who have seized Emin Pasha's

province will be any more tolerant towards Muscat Arabs than they have been to the Egyptians. At anyrate, unless the Imperial British East Africa Company are prompt in securing some definite understanding with Uganda, and are in a position materially to aid the present government there, that country with all its valuable dependencies may soon fall again into the hands of either the Arabs or the Mahdists.'

Captain Lugard found it necessary to return to Mombasa before starting on his expedition, in order to attend personally to certain preparations, and to arrange as to leave of absence from his military duties. He was authorised, in case of meeting Mr. Jackson's party on his way up the country, to attach to his own expedition as many of the former as he required. Meanwhile, on 10th January a letter was received from Mr. Jackson, dated 6th October 1889, from Sotik, stating that he expected to reach Victoria Nyanza in twelve days.

The objects for which Mr. Jackson was despatched on his expedition have already been mentioned. Accompanied by Mr. Ernest Gedge and Dr. Mackinnon, Mr. Jackson and his expedition reached the station of Machakos on 27th July, and left there for Lake Naivasha on the 6th August. The total strength of his party on leaving Machakos was 535 men, with 22 donkeys. After traversing the Kikuyu country, the fertility and beauty of which surprised them, they arrived at Mianzini on the 23rd August, and on the 11th September camped at the north end of Lake Naivasha. From this point the expedition took a westerly course in the direction of the Victoria Nyanza, and, as already mentioned, halted at a



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Mr. Jackson's party now left Mumiya's (10th December), with the view to opening up the Suk country to the north, and the region of Lake Rudolf, partially explored the year before by Count Teleki. On reaching the Ngoboto River on January 11, 1890, it was found that owing to scarcity of supplies the expedition could not proceed any further in that direction, and they consequently returned south, visiting Mount Elgon on the way. A surprise awaited them when, on arriving at Mumiya's on March 4th, they heard that Dr. Peters had passed that way a month before on his expedition to Uganda, and had hoisted his flag at Qua Sakwa, two hours' march off. The manner of Dr. Peters' proceedings during his expedition, as related by his Somali followers, has been alluded to in a former chapter, with an extract describing his progress as far as Korokoro, where he was reported to have been killed. The narrative proceeds:—

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CHAPTER IX

THE ADVANCE TO UGANDA.

ON the arrival of the news of the overthrow of the Arab domination in Uganda, her Majesty's Agent and Consul-General at Zanzibar telegraphed to the president of the Company (15th February 1890) strongly recommending the despatch, as soon as possible, of a thoroughly equipped caravan to Uganda; the cost, it was added, would be heavy, but would ultimately be fairly recovered; and in the meantime by delaying the despatch of this expedition time would be afforded to Arabs of Unyamwebe to recover the position lately lost in Uganda. In the following month Sir William Mackinnon was advised from the Foreign Office of the despatch of two envoys to the coast by King Mwanga, by whom her Majesty's Government intended to send back presents to the king. It was intimated that 'the cultivation of a cordial understanding with the king of Uganda is of the greatest importance to the future interests and prosperity of the Imperial British East Africa Company.'

On the 2nd of April a communication reached the Directors from the Foreign Office, the force and significance of which were placed beyond doubt by the concurrence of

the movements in Africa described in the last chapter. 'Information received from Colonel Euan-Smith,' it was stated, 'shows that the state of affairs in Uganda is critical, and that Mwanga, who has completely defeated Karema, but is not secure against attempts of his enemy to retrieve his overthrow, may be disposed to accept overtures from the white men who may be first in the field. It is understood,' continued the letter, postulating an intention which it would have been very embarrassing for the Directors under the circumstances to disclaim, 'that the principal object which the East Africa Company has in view, after establishing its position on the coast, is to secure paramount influence in Uganda, and that steps have been taken for that object by the despatch of caravans. His lordship would be glad to learn the exact nature of these steps and the further measures which the Directors propose to take, in order that he may communicate the information to Colonel Euan-Smith in anticipation of the arrival at Zanzibar of a mission from Uganda said to be now on its way to the coast.'

The influence exercised on the public mind by Mr. H. M. Stanley on his return from the interior must be counted as one of the most powerful factors which brought about the situation the Company had now to meet. The effect of his emphatic declarations of the importance of Uganda to Great Britain and of this country's rights to its permanent inclusion within the sphere of British interests, was such as to compel the Government to recognise the effective occupation of Uganda as a matter not to be postponed. Public opinion would brook no hesitation in the emergency, and to the force of this opinion, acting

directly and through her Majesty's Government, the Company had no choice but to yield. It may be admitted, without lessening the merit of the public enterprise thus undertaken at the expense of more personal interests, that the patriotic spirit of the Directors disposed them to accept the task without the justifiable protest that it exceeded the functions and obligations of the Company.

Captain F. D. Lugard, who was occupied on the Sabaki River in opening a trade route to the interior and in preliminary arrangements for giving effect to a scheme for the self-redemption of domestic slaves by means of their own labour, received instructions in March 1890 from the Administrator to proceed with all despatch to Uganda to establish the Company's influence. Captain Lugard was furnished with a letter from the Sultan of Zanzibar recommending his expedition to the good offices of all Arabs in the interior, and testifying his Highness's personal friendship for the Company. He also received a copy of an interesting letter received by the British Consul-General from Mr. A. M. Mackay, containing useful information concerning the state of affairs in Uganda. From this communication Captain Lugard learned that Mwanga had been restored to his kingdom by the aid of the Christians, but that nevertheless foreign annexation was not the only imminent danger to be apprehended. 'The Arabs in Karema's train,' Mr. Mackay wrote, 'have intimated their intention to invite the aid of the Mahdi's troops in the Upper Soudan to enable them to take possession of both Unyoro and Uganda. I scarcely think that the fanatical dervishes who have seized Emin Pasha's

province will be any more tolerant towards Muscat Arabs than they have been to the Egyptians. At anyrate, unless the Imperial British East Africa Company are prompt in securing some definite understanding with Uganda, and are in a position materially to aid the present government there, that country with all its valuable dependencies may soon fall again into the hands of either the Arabs or the Mahdists.'

Captain Lugard found it necessary to return to Mombasa before starting on his expedition, in order to attend personally to certain preparations, and to arrange as to leave of absence from his military duties. He was authorised, in case of meeting Mr. Jackson's party on his way up the country, to attach to his own expedition as many of the former as he required. Meanwhile, on 10th January a letter was received from Mr. Jackson, dated 6th October 1889, from Sotik, stating that he expected to reach Victoria Nyanza in twelve days.

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place called Sotik on 6th October, after a difficult forest march. The people became more numerous as the caravan crossed the hilly and undulating country towards the lake, and in the end of October Kavirondo was reached. No news of Mr. Stanley could be obtained (the report of his presence on this side of the Victoria Nyanza having been an erroneous one), and the natives stated that the only white man who had ever passed through their country was Dr. Fischer. On 26th October the party arrived at the lake, and on the 7th November at Kwa Sundu, since better known as Mumiya's. Here Mr. Jackson found a Uganda messenger with letters from Mwanga, the king of Uganda, and others, asking his assistance. The letters were dated the 15th June 1889, so far back had the rumour reached the king and his party of the advance of the Company's expedition towards the lake. After recounting the circumstances of his religious 'conversion,' Mwanga related how he had learned, from letters brought to him by Mr. Stokes, that 'twelve Europeans with 1000 guns were coming up by Masailand towards Usoga, wanting to go to Uganda.' Stokes took the king in his boat to the island in the Victoria Nyanza (Balinguye) from which he now wrote. Mwanga declared that he had seized all the canoes, leaving not one with the Mohammedans, whom the Christians had already defeated in two fights. 'I send you the news,' the king wrote to Mr. Jackson (whom he addressed as the 'white men, Englishmen, who are passing through Masailand towards Usoga'), 'that you may come here, and that we Christians may join together. By the help of God we will conquer. I pray you be

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followed fifty natives were killed, and we all escaped with the exception of one Somali, who was slightly wounded. Dr. Peters made a treaty with this chief, and hoisted the German flag on a flagstaff which he erected in the village. We then went across to the Imperial British East Africa Company's station, from which we could see the German flag flying in the village we had just left. There was no Englishman at this station, so we slept there all night.'

As will presently be seen, Dr. Peters, when he received in Uganda a letter from Mr. Jackson, asking him to wait for the latter's arrival, 'made for the coast with all speed.' Conscious that the atrocities committed by him in British territory laid him open to arrest and prosecution for trespass and robbery, attended with violence and murder. The immunity extended to him on his return to Europe, when he actually had the audacity to come to this country to lecture publicly on the subject of his expedition, showed a somewhat blunted sense of the national feeling for the honour of the British flag, and the protection of the native races over whom it was flying.

Mr. Jackson was informed by Sakwa, that on Peters arriving there and wishing to hoist his flag, the chief gave him permission to do so on condition of fighting his enemies. After doing this Dr. Peters hoisted the German flag and left a letter to say that he claimed the place as his own. 'This letter,' said Mr. Jackson, 'I read out to Sakwa, who had not the remotest idea what was in it,'¹

¹ This extraordinary but characteristic document, declaring 'the land of Kavirondo to be my possession,' is given in full by Dr. Peters in his book *New Light on Dark Africa*, p. 310 (English Edition, 1891).

and he at once asked us to take down the flag, as he wished to be under the protection of the Company.' Treaties were then exchanged with the chief, who received a Company's flag.

A letter from Mwanga awaited Mr. Jackson at Mumiya's on his return, in which the king informed him that he had accepted the Company's flag, and now wished Mr. Jackson to come and see him. The acceptance of the flag, the significance of which was understood on both sides, determined the Company's officer to proceed to Uganda. The knowledge that Dr. Peters had gone there in advance of him, obviously with anti-British aims, made Mr. Jackson's duty more imperative. Dr. Peters had, as he boasts in his book, been violating the correspondence of Mr. Jackson during the latter's absence from his station, and had made himself acquainted with the invitations addressed to the British Company's officer to come to Uganda. Amongst others, Père Lourdel's letter of 1st December in answer to Mr. Jackson's last reply, spurred on Dr. Peters to anticipate the advance which this last and decisive invitation was certain to lead to. At page 319 of his book Dr. Peters gives the letter in full:—

'VERY DEAR SIR,'—Père Lourdel wrote to Mr. Jackson,—
'We have heard with pain that you could not come, at least not at present, to bring assistance to Mwanga and to the Christians of Buganda, as we hoped you would.

'King Mwanga had charged me to write to you, in his name, the Kiswahili letter I have sent to you, when he had not yet received the news of the defeat of his army. Having been forced to take refuge in the island of

Bulinguye, he more than ever urgently asks your assistance. In return, besides the monopoly of commerce in Buganda, he offers you, as a present, 100 frasilas of ivory (equal to 3500 lbs.), which he will give you when he is restored to the throne. He also takes upon himself the provisioning of your men, and accepts your flag. For our part, we Catholic missionaries shall be very glad and very grateful to take advantage of the protection which you will be able, I hope, to grant to the missionaries and Christians of this country, if you succeed in driving out the Mussulmans. Have the kindness to present my special greetings to the intrepid companions of your journey. I pray God to continue to bless and favour your enterprise.—Deign to accept, etc.,

‘SIMEON LOURDEL,

‘First Catholic in Buganda.’

The remainder of Dr. Peters' proceedings cannot be better summarised than in the description supplied by his own followers, from which quotations have before been given. The narrative, which is amply confirmed from other sources, affords striking evidence of the character of the professions contained in the foregoing letter of Père Lourdel. Mr. Jackson, it will be seen, had subsequent experience of the special hostility of the French priests to British influence in Uganda.

‘We arrived at Uganda,’ Dr Peters' Somalis related, ‘and the French missionaries introduced Dr. Peters to Mwanga, and they seemed very friendly, and treaties were arranged. There were two English missionaries in Uganda, and they came to Dr. Peters, and one of them asked what he meant by his proceedings, and told him

that matters would not remain as he wished, but that the whole business would have to be settled in Europe.

'Jackson arrived at his station shortly after this, and heard all that had happened in his absence. He wrote a letter to Dr. Peters to Uganda asking him to wait there until he (Jackson) arrived. When Dr. Peters received this letter he was very much annoyed, and turned round and asked the Somalis if they were prepared to fight the English if they met them. All the Somalis refused to do so, after which Dr. Peters got very angry with them, and made preparations to quit Uganda before Jackson got there. He did so, and made for the coast with all speed.'

On the 11th March 1890 Mr. Jackson and his party started from Mumiya's, in Kavirondo, for Uganda. In passing through Usoga a treaty was made with Wakoli, a chief who received the Company's representatives with great friendship and hospitality. They crossed the Nile on the 6th of April, and arrived at Mengo, Mwanga's capital, on the 14th. Mwanga was very anxious to see them, and on coming to his presence Mr. Jackson saw Père Lourdel sitting by the king's side. It immediately came to his knowledge that the French priests and their party were strongly opposed to the Company's approach, and would use all their influence against it. They had allied themselves eagerly with Dr. Peters, and enabled him to obtain his treaty from the king. But on Mr. Jackson attempting to negotiate a treaty with Mwanga, Père Lourdel, who appeared to exercise complete control and to have the king entirely in his hands, 'was dead set,' to use Mr. Jackson's description, 'against the king signing the treaty in any form.' The Company's agent guaranteed

to the king his sovereignty, and to all creeds equal liberties, but he saw reason to conclude that equal liberty would be incompatible with the political and religious ascendancy which it was the aim of the Roman Catholic missionaries to secure for themselves. 'It was plain,' Mr. Jackson reported, 'that the king has little or nothing to say in such affairs, but is a mere tool in the hands of Père Lourdel and the Roman Catholic chiefs. Père Lourdel's sole reason for not signing the treaty was simply because he knew that if the king once signed it he and the Roman Catholic chiefs would have to take a back seat and not be allowed to meddle with politics. I explained to them again and again that the Company would treat all parties alike,' etc. Père Lourdel's idea was that which his superior endeavoured to realise through the instrumentality of the Brussels Conference,—viz., to neutralise Uganda in relation to European spheres of influence, and open the country to the trade of all European nations. The obvious advantages of such an arrangement to a party situated as the French priests then were in Uganda do not need explanation. Mr. Jackson failed to conclude a formal treaty, but it was agreed that envoys should be sent to the coast to inquire of the British, German, and French Consuls-General as to which European Power Uganda was to be assigned. Meantime it was arranged that Mr. Ernest Gedge, Mr. Jackson's second in command, should remain with a party of men in Uganda.

It may be convenient in this place to follow the proceedings of Dr. Peters to their conclusion. 'I came to an agreement with Mons. Lourdel,' he states in his book

(p. 382), 'as to the plan of our task on the very first morning.' The 'task' was to prevent the British party from obtaining any influence in Uganda. Dr. Peters and Père Lourdel had already discussed the subject fully, and found themselves, as regards the British Company, in perfect sympathy. Next day, in a secret conference, Lourdel obtained Mwanga's assent to the treaty. But everything did not run smoothly, owing to the untoward incident of the acceptance of the Company's flag by Mwanga and his consequent request to Mr. Jackson, through Père Lourdel, to enter Uganda. The Protestant party, reasonably distrusting the objects of the alliance between Peters and the French priests, refused to accept the treaty. By the exercise of the peculiar kind of diplomacy described by himself, Dr. Peters carried off his treaty.

In the course of the following autumn Mr. Ernest Gedge visited the south end of the lake on business, and during his sojourn there heard, on 30th September, of the arrival of Emin Pasha at Bukumbi (the French missionary station) *en route* for Uganda with a large force. At the same time came intelligence that Mwanga had sent some forty canoes to fetch the Pasha to Uganda. Mr. Gedge, as well as Mr. Jackson, had made light of Peters' treaty as being of no effect against the Anglo-German understanding of July 1887, distinctly recognising Uganda as belonging to the British sphere of influence. On learning that Emin Pasha was proceeding with his expedition to Uganda, however, Mr. Gedge thought it expedient to write to him with a view to ascertaining his intentions. Emin Pasha's reply, dated 2nd October, was

quite explicit. He was in possession of the treaty made by Dr. Peters, copies of which had been sent to the German Emperor and the king of the Belgians. 'I therefore,' Emin Pasha wrote, 'as representative of his Majesty the Emperor of Germany's Commissioner for Eastern Africa, feel myself bound to watch over any infringement of the said treaty.'

The negotiations which meanwhile had been proceeding in Europe between the Governments of Great Britain and Germany effectually interfered with the further prosecution by Emin Pasha of his designs on Uganda. On the 11th of October the Pasha informed Mr. Gedge of the conclusion of the Anglo-German Agreement of July 1, 1890, which put an end to all disputes regarding boundaries, and definitely assigned Uganda to the British sphere of influence.

CHAPTER X

THE BRITISH SPHERE OF INFLUENCE—WITU EXPEDITION

THE system of acquiring territorial dominion by means of treaties with native chiefs, which was introduced into East Africa by Dr. Peters, received its sanction from the Imperial Charter of Protection granted by the Emperor William on the 17th February 1885, and thereby became recognised as a legitimate mode of conquest. It is obvious that in the hands of unscrupulous agents the method is liable to grave abuses ; but, in cases where only the rights of the natives themselves are concerned, the responsibility must finally devolve on the supreme authority which legalises the treaties. The enterprise of German subjects in East Africa soon brought them into collision with the rights of third parties, and it then became necessary to arrive at a provisional delimitation of spheres of influence, such as was concluded between Great Britain and Germany in 1886, and supplemented in somewhat general terms in July 1887.

It is due to the prescience of Sir William Mackinnon to recollect that as early as September 1888, in fact two or three weeks after the Company received her Majesty's Charter, he addressed a letter to Lord Salisbury urging upon her Majesty's Government the expediency of proceeding to a definite demarcation of international boun-

daries west of the Victoria Nyanza, on the lines specified by Baron von Plessen on June 22nd, 1887, and confirmed by the German Government on 8th July. This letter was prompted by the organisation of the German Emin Pasha Committee, regarding whose objects there existed even then little doubt. It was, nevertheless, deemed superfluous by her Majesty's Government to re-open negotiations on the question of boundaries, and, as related in a former chapter, the seeming abandonment of the German expedition led to the Company being informed that, as this menace no longer existed, there was no occasion to proceed to a delimitation of boundaries. The expedition was not abandoned, however, nor was there any doubt left that its object was the creation of German interests at the back of the British sphere in violation of the international understanding of July 1887. No steps however were taken to avert the serious injury aimed at British interests, by interposing a clear and unmistakable declaration of the limits assigned to the enterprise of the respective nations.

The consequences of this omission to define the boundary with Germany as urged by Sir William Mackinnon, and of the toleration extended in that and other directions to the proceedings of German agents, were the expenditure of time, energy, and money by the British East Africa Company, which became unavoidable in counteracting those proceedings. It was not merely in self-defence that the Company had to act against the rivalry of foreigners, but in defence of interests so bound up with its own as to be practically inseparable. It was, for example, extremely improbable that a Company with a relatively small capital could within any reasonable time be able to sustain per-

manently the burden of the development and administration of territories of such wide extent and so remote as Uganda and the Nile valley. Yet the acquisition of these territories by a foreign nation would have been at the same time a national misfortune and a severe if not fatal blow to the Company's interest toward the coast. It was important that so promising a field should be secured for British commerce in the future, and it was of immediate consequence to the Company to prevent the diversion from its ports of the trade of Uganda and the Nile countries. Thus, in regard to the interior, the interests of the British nation were identified with those of the Company. Co-operation in securing the common interest was a principle recognised by other Powers, but not by Great Britain. The Company had embarked upon its responsibilities and was kept to them by Government. The Directors either had to throw up the enterprise or do at the exclusive expense of the Company the work of her Majesty's Government as well as their own.

Had it not been for the active agency of the Company the greater part of the east coast, as well as the interior, would have been permanently occupied by Germany. After the agreement of 1886 only that part of the coast lying between the Umbe river and the Tana was left to Great Britain. The German Protectorate bounded this territory on the south, and another German Protectorate, that of Witu, closed it in on the north. Subsequently this latter protectorate was extended up to Kismayu. The object of this strategical movement was obvious. A settlement at some early date was inevitable, and the Power which placed itself in the most favourable position

for concession would have the larger claims upon desirable compensations. The compensations would have been heavier but for the vigorous action of the British East Africa Company in its very unequal contest with the influence and resources of the German Empire. Without support from its own Government, whose interests it was obliged to defend, it contested every point with the Germans. The value to Germans of the Protectorate of Witu and the northern coast was practically extinguished by the success of the Company, in the teeth of determined opposition, in obtaining from the Sultan of Zanzibar the concession of Lamu and the Northern Ports. In the interior behind the coast the Company actively enlarged the sphere of British rights by treaties covering the whole tract from the Juba to the frontiers of the Congo Free State. The business of obtaining these treaties—so urgent in the presence of foreign rivalry—and the concurrent opening up of new regions and establishment of friendly relations with the natives, entailed prematurely heavy expenditure on caravans, and diverted from the development of the coast zone the capital which was intended to be primarily applied to that work.

The agreement between Mr. Jackson and King Mwanga, the ratification of which by the acceptance of the Company's flag decided the former to act upon the invitation of the king, chiefs, and missionaries of both religions to enter Uganda with his expedition, gave effect to the Anglo-German understanding of July 1887, by placing the country outside the bounds of dispute as British territory. But Uganda by no means marked the western limit of the rights which Lord Salisbury was called upon to assert in

negotiating with the German Government. The countries beyond Uganda, and as far as the meridian of 30 degrees east longitude—the recognised boundary of the Congo Free State—had already been secured for Great Britain by Mr. H. M. Stanley, to whom the chiefs and peoples had voluntarily ceded their sovereign rights in gratitude for the protection he had given them from the depredations of the slave-raiding troops of Kabbarega, king of Unyoro. On his return to England Mr. Stanley patriotically transferred to the Company all his rights under those treaties, which were duly notified to her Majesty's Government.

The results of the negotiations between Great Britain and Germany were embodied in a treaty on 1st July 1890. The treaty was received with general public satisfaction as securing to Britain an extensive area for commercial development in the best parts of Equatorial Africa. The credit was, however, the right of the British East Africa Company rather than of her Majesty's Government, because it was almost entirely owing to the Company's persistent exertions and expenditure of capital that a title was obtained to the regions which Germany was constrained to recognise as within the British sphere.

In his despatch to Sir E. Malet of 14th June 1890,¹ Lord Salisbury describes the claims advanced by the German Government and the grounds upon which he was able to deal with them. 'The claims of the German Government are based chiefly on the contention that where one Power occupies the coast, another Power may not, without consent, occupy unclaimed regions in its

¹ Blue Book, Africa No. 5 (1890).

rear.' This contention explains the object of Germany in declaring a Protectorate over the coast from Witu to the boundary of Kismayu, which, on the principle maintained, would give her the exclusive control of the Nile valley and the line of access to it from the east coast. Lord Salisbury declared that it would be too much to affirm that the German contention was entirely destitute of support from international usage. The doctrine, if ratified would have given Germany the whole of East Africa as far as the Congo State, almost from the Equator to latitude 11 degrees south. But this delimitation by parallels of latitude was opposed to the established interests of the British Missions and the African Lakes Company on Lakes Nyassa and Tanganyika, and along the 'Stevenson Road' connecting these lakes. On the north the parallel of 1 degree south was accepted as the boundary as far as the east shore of Victoria Nyanza, yielding to Germany the 'hinterland' which it claimed, and securing to Great Britain Uganda and the countries to the west covered by Mr. Stanley's treaties. This arrangement was somewhat less favourable to British interests than the delimitation indicated in the Anglo-German understanding of 1887, which restricted German influence to the countries lying to the south of the Victoria Nyanza. It was, however, in reference to the coast that the principle of concessions and equivalents came chiefly into operation. Germany had established a protectorate along the coast-line of more than two hundred miles between the Tana and the Juba. North of Witu—to the extent of about five-sixths of this protectorate—there was no German settlement, no visible German interest of any description. But

the possession of this coast by Germany, being vested only with the barren validity the 'hinterland' doctrine might be held to confer, its commercial value was found to be so much depreciated, if not extinguished, by the acquisition of the ports by the British East Africa Company, that this protectorate became practically useless to Germany except as a consideration to be yielded up for a desirable equivalent elsewhere. The objection to the Sultan of Zanzibar's rights over Manda and Patta, and the still more arbitrary objection to the rights of the British East Africa Company at Wanga, were maintained for the same reason. When the situation is considered with which Lord Salisbury was called upon to deal with Germany in East Africa, it is impossible to ignore the fact that had it not been for the unsupported exertions of the British East Africa Company in the contest it carried on with the illegitimate expansion of German power, the latter would have so established and strengthened itself as to render it impossible to negotiate successfully for its removal.

As it was, a price had to be paid to Germany for withdrawing from the ground on which it had been allowed to establish itself. 'Upon the east coast,' Lord Salisbury stated in the despatch referred to, 'the German Government has agreed to surrender all the territory it occupies or claims, north of the British sphere of influence.' The Protectorate of Witu and the coast up to Kismayu were now abandoned, as were also the objections to the Sultan of Zanzibar's right to include Manda and Patta in his concession to the British East Africa Company. The effect of this arrangement, as Lord Salisbury pointed out, was that, 'except as far as the Congo State is concerned, there

will be no European competitor to British influence between the 1st degree of S. latitude and the borders of Egypt, along the whole of the country which lies to the south and west of the Italian Protectorate in Abyssinia and Galla-land.'

To compensate Germany for withdrawing from the strategic position in which she had established herself on the north coast, Great Britain was to assume the exclusive Protectorate over the Sultanate of Zanzibar. 'The direct control and extensive influence' which this arrangement would confer upon Great Britain would, apart from its effective bearing upon the slave-trade and slavery, enable Great Britain to assist Germany in adding to the Imperial dominions the territory on the opposite mainland held under lease from the Sultan of Zanzibar by the German East African Company, as well as the island of Mafia. The Sultan was to be paid an 'equitable indemnity' for the customs revenue thus taken from him. The German Company, on the transfer of the sovereignty of the coast to the German Empire, was enabled to purchase the customs revenue at a valuation. After deduction of counter-claims against the Sultan, the sum received by the latter was £200,000.

A further compensation was made to Germany by the cession of the island of Heligoland in the North Sea; and as France was concerned in the independence of Zanzibar by the Declaration of 1862, her acquiescence had to be obtained in the arrangement by allowing her to declare a French Protectorate over Madagascar.

'It appears to her Majesty's Government,' said Lord Salisbury, 'that the extension of British influence and

dominion upon the east coast of Africa, which will be the result of the arrangements which I have explained to your Excellency, is a sufficient inducement to the Government of this country to allow the island in question (Heligoland) to be joined to the Empire of Germany.' It was apparently felt that the cession of this island would be considered in Great Britain much more seriously than the remote and less appreciated concessions made in Africa. It was found impossible to secure an uninterrupted British sphere through Central Africa by way of Lake Tanganyika, but freedom of passage was here obtained for trade, both by land and water, between the two British spheres.¹

Great part of the territory reserved by this Agreement to British influence had already, as before stated, been brought by treaty under the administration of the Imperial British East Africa Company. Those treaties were registered at the British Consulate at Zanzibar and were ratified by her Majesty's Secretary of State for Foreign Affairs in accordance with the requirements of the Charter. In the dominions of the Sultan of Zanzibar north of Wanga the Company's administrative rights were derived from the successive concessions. As regards Witu, it was assumed that on the withdrawal of the German Protectorate a British Protectorate began *ipso facto* to exist; but such, it afterwards appeared, was not exactly the case, although Witu became incorporated in the British sphere of influence. In the vast remaining regions included in this sphere, Great Britain acquired—as against Germany and Italy, the Powers who were parties to boundary

¹ Appendix No. 8, *Anglo-German Agreement* of July 1, 1890.

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Majesty's Government to despatch a
to the German Protectorate of Witu and
after the conclusion of the treaty of J
the 25th of August a German subject
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immediately proceeding to Witu with
machinery, M. Küntzel was warned th
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endeavoured to carry on their business i
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Sultan was a weak, ignorant, and fanatic

on proceeding with their operations. On the 14th September Kuntzel arrived at Witu and found that five of his companions had already been taken there, and deprived of their arms. M. Kuntzel undoubtedly behaved on this occasion in a manner so violent and offensive as to provoke the disaster which followed, or at least to precipitate it. Next day when the Germans sought to leave Witu, the gatekeeper refused to let them pass, and Kuntzel drew his revolver and shot him. The natives at once flew to arms. Kuntzel and all his party were massacred, except two, one who escaped, and one who was at Lamu. There was no doubt that, although the behaviour of M. Kuntzel and his companions was highly imprudent and unjustifiable, the massacre was perpetrated with at least the passive sanction of the Sultan of Witu, who made no attempt to save the lives of the Europeans who were being killed almost under his eye.

The history of the origin and rise of the power of the Sultan of Witu has been already sketched. A fugitive outlaw, his recognition by Germany for objects of her own first gave him a status as against his sovereign the Sultan of Zanzibar. For two years and more his German agents had given him confidence in the support of the Imperial Government in making good his pretensions and usurpations against Zanzibar, which Witu, under such powerful protection, might hope in time to rival. But experience showed the Witu chief the hollowness of his hopes. He had been encouraged by the promises and advice of German adventurers to invade Zanzibar territory and levy taxes on Zanzibar subjects; but as soon as the British East Africa Company would no

longer tolerate the trespass, and proceeded to enforce its rights by an armed expedition, he was ordered by the German Consul-General to withdraw. Lamu was secured by the Company, and, when Germany had interests of more importance to consider elsewhere, not only the promised dominion of Manda and Patta, but Witu itself, was surrendered to Great Britain. The resentment of the Sultan of Witu against his former friends was intensely bitter. Baron Marschall, the German Minister, complained to our representative at Berlin in the beginning of October 1890 that the Sultan of Witu was systematic in his persecution of Germans, 'being incensed against Germany, and accusing her of selling him and his country to England,' and her Majesty's Government were called upon to interfere at once to punish the guilty parties and protect the Germans.¹

Count Metternich, the German Chargé d'Affaires at London, called on Lord Salisbury with a despatch from his Government stating that as the transference of the Protectorate of Witu from Germany to Great Britain was completed by the signature of the Anglo-German Agreement, the Imperial Government 'called upon her Majesty's Government to punish the murderers of the Germans in the recent massacre, and to exact compensation for the losses of property.' The obvious alternative to complying with this demand would have been the assumption by Germany herself of the task, and the landing of German troops for punitive operations in British territory.

Lord Salisbury pointed out 'that her Majesty's Govern-

¹ Africa No. 3 (1890-91), p. 2.

ment could not admit that the transfer of the Protectorate had been, at the time of the murders, or was even now complete, and that the Sultan, on being informed of the coming British Protectorate had very naturally and properly said that he was bound to the Germans, and could not accept it until released by them from his engagements.' The German Government, it was added, had not yet, as far as was known, released him, and her Majesty's Government had not proclaimed their Protectorate; there must be some definite time at which the transfer was accomplished, and the moment did not appear to have yet arrived. Without accepting the responsibility put upon them by the German Government, her Majesty's Government expressed every desire to co-operate in whatever measures might be found necessary to punish the authors of the German murders.

At the end of October an expedition of 950 men was landed by Admiral Fremantle. This force included 150 of the Company's troops. Witu was taken and burnt, a reward of ten thousand rupees offered for the capture of Fumo Bakari, the Witu Sultan, and martial law was proclaimed. The Admiral, Sir E. Fremantle, bore high testimony to the services rendered by the Company's troops and officers in connection with this expedition.

Her Majesty's forces having immediately withdrawn from Witu, the question of the future administration of that district became a matter for consideration. The chief was deposed and was an outlaw, and the territory was in a state of disorder and insecurity. The British East Africa Company naturally hesitated to undertake the responsibility of controlling the state of things

brought about by the punitive expedition; Fumo Bakari was known to have a considerable following and to be bent rather on retaliating than on submitting; and with the limited number of troops at their disposal the Directors feared to expose the Company's forces to a possible check which could hardly fail to produce injurious if not disastrous effects at other places along the coast. Her Majesty's Government were in favour of placing Witu under the Sultan of Zanzibar as a separate and personal sovereignty with a distinctive flag, and intrusting the administration to the Company as a concessionnaire of the Sultan. The death of Fumo Bakari and the subsequent deposition, by the insurgents, of his brother, facilitated a settlement of affairs, by which the Company undertook the administration of Witu under its Charter, the question of the sovereignty of the Sultan of Zanzibar was waived at least until some future time, and a subsistence was allowed to the late Sultan of Witu's family. The Company's flag was to fly in Witu, martial law was abolished, and guarantees were taken for the early abolition of slavery by an arrangement for the general emancipation of slaves to take place finally on the 24th of May 1896.¹

¹ See Appendix No. 9, *Settlement of Witu*.

CHAPTER XI

THE COMPANY IN UGANDA

WHILE Captain Lugard was preparing at the coast for his expedition to Uganda, the permanent and early annexation of that country to the sphere of British interests came, in Great Britain, to be regarded as a matter of such urgent and exceptional importance that it was decided by the Court of Directors to give the proposed expedition a more imposing and authoritative character than was at first intended. Sir Francis de Winton, a member of the Court, who had had considerable administrative and military experience in other parts of Africa, was appointed Administrator of the Company's territory, and it was the intention that the mission to Uganda should be under his personal charge. Steps were proposed to obtain a force from India and Egypt to enable the Company to carry out the task laid upon it by the Government and the country, but difficulties were experienced which had not been anticipated. Authority to recruit a force of Sikhs from India could not be obtained, and the Company was only allowed to engage men from the neighbourhood of Delhi. On the application of the Directors for permission to recruit Soudanese in Egypt they were met by a similar refusal, the circumstances of which were remarkable. Sir Evelyn

Baring telegraphed to the Foreign Office to the effect 'that in his opinion it will not be possible to obtain black troops for the British East Africa Company in Egypt.'

Bearing in mind that the Company's present preparations meant the expenditure of a great deal of its capital in an enterprise into which it was drawn in the interest of the nation, it must seem strange that so little disposition was shown in official quarters, not merely to assist, but even to facilitate the work of the Company. The communication from the Foreign Office, which conveyed Sir E. Baring's refusal to help the Company in enlisting Soudanese, elicited from Sir William Mackinnon a letter so illustrative in its moderation of the conditions under which the British East Africa Company was compelled to perform national duties, that the following passages are quoted:—

'With reference to the reasons assigned by Sir Evelyn Baring, the Court have learnt with the greatest concern that whereas the German Government was permitted to recruit Soudanese soldiers to the number, it is generally understood, of 2000 men, this Company is debarred from engaging, to a much more limited extent, the same Soudanese for service as military police, and in contradistinction to Germany seems even to be classed in the category of foreign nations.

'Thus it appears that after extending to the German Government an exceptional privilege, the refusal of the like privilege to the British Company is based upon "the strong objections of the military authorities at Cairo to the recruitment of any more Soudanese in Egypt for external service," and, upon the assumption that "even

if these objections were overcome"—objections which the Court believe might not be insurmountable—"the Egyptian Government would certainly demur to Egypt being made the recruiting ground for black troops."

'The plain acknowledgment contained in your letter under reply that the Head of the British Administration in Egypt could induce the Egyptian authorities to supply Soudanese troops at the request of the German Government, and declares himself unable to induce the Egyptian Government (whom his administration controls) to supply a far smaller number of the same troops at the request of the British Government and for the use of a British Chartered Company, affords matter for very grave consideration on the part of the Company's Court of Directors.

'The Court deem it hardly necessary in this connection to contrast the bloodless operations of the British Company with those of the German Government, nor to emphasise further the unequal conditions of a competition for administrative progress which is backed on the one side by the resources of an empire, and on the other is exclusively dependent on private enterprise.'

Sir William Mackinnon's letter led to a reconsideration of the decision not to permit recruiting, and very soon afterwards the announcement was made that 'in consequence of renewed representations' the Egyptian Government had consented to the recruitment of 200 blacks for the British East Africa Company.

After Sir Francis de Winton's departure for Africa the Anglo-German Agreement of July 1 was concluded. The necessity of prosecuting with all despatch the advance

to Uganda was not thereby removed. The agreement declared Uganda to be within the British sphere of influence—that is, Germany pledged herself not to attempt to acquire political influence there. It was clear that Germany could not, in the face of the agreement, establish her authority north of a fixed line; and it was equally clear that Great Britain could not do so in the sphere reserved by her without taking active and effective steps to occupy the country. Neither Power, in the absence of such occupation, had the right to object to a third party entering the territory with aims of a political nature. It was therefore obvious that even external considerations dictated an early advance on the part of Great Britain to the lake regions. Such considerations were strongly seconded by the internal condition of Uganda. Mwanga's envoys reached the coast to ascertain from the representatives of the European Powers at Zanzibar 'whether,' as the Directors were informed by the Foreign Office on the 17th of September, 'king Mwanga should accept or decline British protection, as it appears that they cannot distinguish between her Majesty's Government and the Chartered Company. They declare,' it was added, 'that there must be civil war as soon as Mr. Stokes' caravan arrives with its large supply of war material.' In a despatch to the Marquis of Salisbury, dated 12th September 1890, the British Agent and Consul-General at Zanzibar pointed out that, while Mwanga declared he would welcome all Europeans alike to his country, and desired to be supplied with arms and ammunition to any extent, the Prime Minister of Uganda's letter to the Consul-General 'confirms the

reported dangerous state of hostility between the rival religious factions in the kingdom, and seems to point to the existence of a considerable risk that, before the influence of the British East Africa Company can be established in Uganda, the country may once again have become the theatre of civil warfare and disruption. It is to be hoped, however, that Captain Lugard's progress towards Uganda may be so hastened (and I believe this is being done) as to enable him to arrive on the scene in time to co-operate with Bishop Tucker in order to prevent the outbreak of hostilities.'

On Sir Francis de Winton's arrival on the east coast it was found that affairs of great importance would render his absence, even temporarily, in the interior so inconvenient and undesirable, that the original intention of placing Captain Lugard in charge of the mission to Uganda was adhered to. Various delays occurred to prevent his early departure, connected with the difficulty of collecting porters and other causes. Pending final arrangements Captain Lugard was moving gradually up country by way of the Sabaki, and constructing along it, at intervals of fifty miles or so, fortified stations. He had reached Dagoreti, a place about 300 miles from the coast, when he received definite orders to proceed to Uganda.

Captain Lugard crossed the Nile on the 13th of December 1890, and on the 18th encamped at Mengo, the capital of Uganda. On the 26th of December the king signed a treaty with the Company, which was willingly accepted by all the chiefs, although the Roman Catholic (French) missionaries, who were ill-disposed towards British influence in Uganda, made efforts to delay and

prevent the execution of the agreement. Captain Lugard had fully explained to all the missionaries the objects and policy of the Company before submitting the treaty to the king and chiefs for signature. The provisions of this treaty were mainly as follows :

The king signed and ratified the treaty with the full consent of the chiefs of all parties of the State. He acknowledged the suzerainty of the Company, placed his territories under its protection, engaged to fly no other flag, to make no treaties with, to grant no kind of concession whatever to, nor allow to settle in the kingdom, acquire lands or hold offices of state, any European of whatever nationality without the knowledge and consent of the Company's Resident, who was to exercise full authority over all Europeans resident in Uganda. The Resident was to be *ex-officio* President of the Committee of Finance and Revenue consisting of four members, elected (except the President) by the Council of State, whose duty it would be to assess, collect, and administer all the customs and taxes. The revenue was to be applied (1) to the maintenance of the royal state, public salaries, etc. ; (2) to public works ; (3) to the maintenance of the army, which was to be organised and drilled by the Company's officers. Traders of all nations were to be free to come to Uganda, provided they did not import goods prohibited by agreement among the Powers. There should be free trade within the whole British sphere. The Company undertook to supply a staff of officials for the organisation and administration of the country, all expenses of the Company not pertaining to its private trade to be borne from the public revenues. All offices of

state were to be filled by selection, irrespective of creed. Slave-trading and slave-raiding were declared illegal and punishable by law. The import or export of slaves was prohibited. Missionaries engaged solely in preaching the gospel and teaching the arts of civilisation and industry were free to settle in the country irrespective of creed; their religious rights and liberties were to be respected, and strict impartiality shown to them.

The clause relating to traders provided against the importation of arms and ammunition. There was pressing reason for the insertion of this provision, because there was at the time a large consignment of breech-loading ammunition and powder at the south end of the lake awaiting transport to Uganda. The trader in possession of this ammunition was prohibited from bringing it to Uganda, and Emin Pasha, who represented German authority, was asked to co-operate in keeping it out. It is due to Emin Pasha and the German officers who succeeded him in the lake region to state that, after the Anglo-German Agreement and the arrival of the Company's officers, the latter invariably received their loyal and friendly co-operation. Prior to Captain Lugard's arrival, Mr. Gedge had made an agreement with Emin Pasha providing for the seizure and confiscation of boats or canoes crossing the boundary line between British and German jurisdiction without a pass issued by the respective authorities and flying either the British or German flag. This arrangement, Mr. Gedge reported, was aimed at the illicit trade in gunpowder largely carried on by the French priests, and it was found necessary, against the strongly expressed wishes of the priests, to

subject mission boats to the same supervision as all others. The definition of the term missionary in the Uganda treaty as a person 'engaged solely in preaching the gospel,' etc., meant that if the French priests engaged in trade as they had done in their stations south of the lake, or interfered in politics as they had been doing in Uganda, they would be liable to the forfeiture of their special privileges as missionaries. All other missionaries were equally bound to conform to the public law.

Bishop Tucker, who reached Mengo on the 27th December, was astonished to see the Christians coming to church with their rifles in their hands. The attitude of the Roman Catholic and Protestant factions towards each other was one of irreconcilable hostility. There was universal distrust and insecurity in the country. By degrees a better state of matters was brought about by Captain Lugard; the people laid aside their arms, disputes were brought to him for settlement, and industry began to revive. But there was intense bitterness between the rival parties, daily threatening to break out in civil war, which on repeated occasions was averted only by strenuous exertions. The principal trouble arose from disputes relating to land or shambas. After the expulsion of the Mohammedans by the united arms of the Christians, the latter agreed among themselves to divide the great offices of state, and the landed estates between the Protestant and Roman Catholic chiefs. Conflicting claims, involving charges of injustice, arose between Protestants and Roman Catholics regarding these estates, and the king, who belonged to the latter party, gave his judgments in favour of Roman Catholic claimants. The important island of

Sesse, in the Victoria Nyanza, commanding almost all the canoes on the lake, should have been divided between the two Christian parties pursuant to the agreement; but no division was made, and the island was held by the Roman Catholics.

The envoys returned to Uganda on the 31st March, and immediately afterwards Captain Lugard with his own troops and the Uganda army marched out against the Mohammedan party, who were burning the villages within sight of the Uganda capital. On the 7th of May the Mohammedan army, with their Unyoro allies under two of Kabbarega's sons, were defeated, and retreated into Unyoro. Captain Lugard found it impossible to pursue the enemy on account of the flooded state of the rivers, and, sending part of his force back to Mengo with Captain Williams, R.A., marched with the remainder to the southern frontier to perfect measures for preventing the importations of guns and gunpowder across the boundary line by trading caravans. It was by this means of supply that the Mohammedan army had been kept in arms and ammunition, and enabled to carry on the war against Uganda.

The countries to the west of Buddu, which Mr. H. M. Stanley had cleared of the Unyoro invaders during his march to the coast in 1889, had again been subjected to the depredations of King Kabbarega's slave-raiding and plundering troops, and Captain Lugard felt it his duty to proceed to their protection and deliverance. At Lake Albert Edward he visited the Salt Lake, which Mr. Stanley had brought to notice, and built a fort (Fort George) for its protection. The salt deposit is very

valuable, as this commodity is much desired and accepted as currency in all the neighbouring countries. Marching northward by Ruwenzori Mountain, and clearing the country of the Unyoro invaders as he proceeded, Captain Lugard met, at Kavalli's (at the south-western end of the Albert Nyanza) the Soudanese troops of Emin Pasha who had neglected or lost the opportunity of returning to Egypt which Mr. H. M. Stanley had offered to them. Emin Pasha himself had passed a short time before, and had tried in vain to revive the loyalty of his old troops and lead them with him on the singular expedition for which he had abandoned the German service. There were nearly 1000 soldiers, armed with Remington rifles and having about 80 rounds each of ammunition remaining; with the soldiers were many thousand followers, women and children. All were under the command of the Egyptian colonel, Selim Bey. Apprehensive of the consequences of leaving so large a body of people, with so many armed men, uncontrolled in the country and without means of subsistence except what they could obtain by force; and believing, also, that these troops might prove a very useful auxiliary to the Company, Captain Lugard decided to enlist them in the Company's service and take the whole party away with him. Selim Bey accepted the proposal, subject to the sanction of the Egyptian Government; and, with the exception of one company which he took to Uganda, Captain Lugard detailed the Soudanese troops as garrisons in a line of forts which he constructed along the frontier of Unyoro for the protection of Toru and the neighbouring districts against the raids of Kabbarega.

Besides securing Ankoli and Toru against the oppressions of Kabbarega, Captain Lugard had kept carefully in view throughout this western expedition the tracing of a road suitable for animal traffic. In this he was successful. A route was mapped from Luambwa on the Victoria Nyanza, by way of Ruwenzori and touching the Salt Lake, to the Albert Nyanza. All along this route from the Victoria to the Albert Nyanza there is abundance of water, of fodder for transport animals, and of portable (*i.e.* not bulky, and therefore requiring immediate consumption) food for men. The trade capacities of those western districts are considerable; the abundant and precious commodities, ivory and salt, alone are of great commercial value.

Captain Lugard returned to Uganda on the 31st December 1891. Although there had been many troubles during his absence demanding the exercise of great tact and patience on the part of Captain Williams, the aspect of the country was one of marked and general improvement. Shambas and estates were fenced in; large and handsome houses had been built on waste lands; roads were cleared; public security reigned everywhere; and trade, extinguished by the recent civil war, had revived.

For the purpose of continuity in this part of the narrative it is necessary to anticipate to some extent events which will be related in another place further on. Of the two so-called Christian factions or parties in Uganda, the Roman Catholic or 'French' body was by far the more powerful, and the mutual feeling was so irreconcilable that the Company's officers had a difficult task to adhere to their policy of strict impartiality. The

prestige as well as the power of the Roman Catholic party derived much from the nominal adherence of the king to that party since his 'conversion' by the French priests and the consequent establishment of their influence over him. The peace which had hitherto been maintained in Uganda came to an end with the arrival of a party of French priests from Europe on the 12th of January 1892. The bishop, Monseigneur Hirth, had gone to meet them and returned with them. The French ecclesiastical body in Uganda were not reconciled to British control by a policy of impartiality which was incompatible with their special aims of ascendancy. Immediately after the defeat of the Mohammedans in the month of May 1891, one of the priests (Father Achte) unguardedly disclosed the object they had in view, in a letter which was published in the press in Europe. 'The fight with the Mussulmans was hardly over,' he wrote, 'before it became needful to begin another and far more arduous battle with the Protestants. It seemed to us to be the most opportune time to make an energetic forward movement towards the extension of Catholicism, and stirring up the dogmatic zeal of the Catholic chiefs. I shall inspire the Catholic army with courage.'

The consequences following the arrival of the fresh party of French priests and of Bishop Hirth soon became apparent, and the circumstances were common knowledge in Uganda. Those priests brought the news that the Company contemplated retiring from Uganda. It was represented to the king that this was only a trading Company, whose interests were opposed to fighting, and that seeing they could not as yet make money in Uganda they would leave. If, therefore, the Roman Catholic

party held out a little longer, 'they would soon,' as an eye-witness described the situation, 'have everything their own way.' Captain Lugard and Captain Williams found this to be the fact. The former officer in an official report¹ gives the following account of the origin of the outbreak which followed :—

'On January 12th the French bishop, who had gone to meet a party of French priests, reached Mengo. Though our mail was supposed to be leaving in a day or two, he despatched urgent mails *via* Usukuma, without waiting for it. Almost immediately after this date matters began to assume a critical aspect here. There had been hitherto every prospect of continued peace, but now difficulties and quarrels began to spring up daily between the two parties, and as far as I could judge the trouble in every instance arose from aggression on the part of the Catholics. This, with other reasons which I cannot detail here, induces me to believe that the bishop's party had brought the news of the announcement in the English papers of the intended withdrawal from Uganda, and that they had for some reason used this information in such a way as to bring on the crisis.'²

On the 23rd of January, the day before the outbreak, two incidents illustrated in a striking manner the attitude of

¹ Blue-Book, Africa No. 8 (1892).

² In a pamphlet (*Notes on Uganda*) issued by the Catholic Union of England, the Company's proceedings are very fully and controversially discussed. The above categorical charge is fenced with a polemical zeal much impaired by a remarkable absence of supporting evidence (pp. 67-71). The sub-title of the pamphlet advertises its *animus*— 'An Analysis of the various Reports, etc., issued on the late war between the Imperial British East Africa Company and the Catholics of that British dependency.' (London : Waterlow & Sons, 1893.)

the Company's officers towards the rival parties. Captain Lugard had written to the French bishop begging him to use his influence over his followers to preserve peace. For reply, he received from Monseigneur Hirth a long list of Roman Catholic grievances, with a letter accusing him of 'continued and constant partiality to the Protestants,' etc. At the same time strong representations were made from the other side that he was allowing the Protestants to be trampled on, despoiled, and even murdered in the streets.

The trouble of 24th January 1892 was occasioned by the wanton murder of a Protestant by a Catholic in Mengo, a murder in regard to which justice was refused by the king. The attitude of the Roman Catholics since the arrival of the French priests had been exceptionally overbearing, and Mwanga, who had been very recently giving secret audiences to Captain Williams, and expressing his anxiety to declare himself a Protestant, assumed an air of offensive defiance towards the Company's officers so different from all his previous conduct, that it could only be due to strong influences working upon his weak and faithless character. Captain Lugard was insulted when demanding justice on the murderer. He was then defied and threatened. The excitement was great and irrepressible, as were the intrigues that had rendered war imminent and unavoidable. The Protestants were comparatively few in numbers, and fewer in leaders (an essential condition of military success in Uganda), and for their defence, as the weaker party, Captain Lugard issued to them all the spare guns he had. The French priests, apparently so confident of the result of the

approaching battle as to decline the protection offered to them by Lugard, dwell with special horror upon this distribution of arms to the weaker party as an outrage against justice and fair play. The circumstantial charge against Bishop Hirth of distributing French rifles to the Roman Catholics in Mengo and on the islands—a charge supported by the evidence of the king himself and the principal Roman Catholic chief, and attested by the seizure of French rifles concealed in loads of goods belonging to the priests at the German frontier—is met by the plea that French arms could have been introduced into Uganda by traders as well as by priests, and that Monseigneur Livinhac, the head of the African missions, confidently declared that French missionaries had never brought arms into Uganda, and never had arms except such as were absolutely necessary for the defence of their travelling caravans. The charge, moreover, remained uncontradicted by Monseigneur Hirth himself.¹

The fight was opened by the Roman Catholics, who were defeated and forced to retreat, carrying the king with them. Monseigneur Hirth and his priests were sheltered in the Company's fort and hospitably treated, and their property protected. Mwanga, whose loyalty always leaned to the stronger side, and who had already had ample conviction that the Company's officers were the best friends of him and his country, was anxious to return to his capital, where Lugard promised to restore

¹ *Notes on Uganda*, pp. 128, 129. But on page 130 Monseigneur Livinhac admits that the rifles seized by the German authorities had been imported by the French priests, and the bishop is reduced to the regrettable necessity of trying to explain or extenuate the awkward fact.

him to all his power and honours. His return was, however, prevented by Monseigneur Hirth, notwithstanding that the latter had promised Lugard to do his best to send Mwanga back; and the Roman Catholic faction carried the king with them to Buddu, virtually a prisoner. The party possessing the 'Kabaka' or king in Uganda had a decided advantage over any other. The situation was perplexing, seeing that Mwanga was well aware that if he broke with his captors, the French priests had two infant sons of his brother at their station at Bukumbi, one of whom they could put up as king, while, on the other hand, an uncle, Mbogo, was the titular king of the Mohammedan party.

In March the Roman Catholics made overtures to Captain Lugard for peace, on the basis of a division of the country. Lugard was willing to treat, but made it a *sine qua non* that the king should be allowed to return to his capital—as he was anxious to do—and resume his royal functions. The Roman Catholic chiefs who came to the capital freely admitted to Captain Lugard that they had been wrong in the war, and threw themselves on his mercy; and they readily agreed to go back to Buddu and fetch the king. Accordingly on 30th March they returned with Mwanga, who had effected his escape by stealth, and who presented an abject figure when he appeared before Lugard. But he was received with honour, and soon afterwards a settlement was concluded with the Roman Catholics by giving them the coveted province of Buddu as their separate place of settlement. The Protestants were not at all satisfied with the terms granted to their opponents. It

transpired that the Roman Catholics had been led by the French missionaries to look for assistance from the Germans in their war upon the Company. The loyal friendship of the German officers at Bukoba was conspicuous on this as on other occasions. Captain Langheld, the German commandant, informed Captain Williams that he had received messages from Mwanga and the Roman Catholic party asking for assistance to fight the Company, and couched in such terms as to show they had been led to expect such assistance. Common report in Uganda had it that the cause of the Catholics rising in arms was the assurance of German aid given them by the priests, and Captain Langheld more than hinted that the French bishop had suggested his active interference in Uganda against the British officers.¹

A settlement was also made with the Mohammedan party. Three small provinces of Uganda were assigned to them, and their king, Mbogo, placed himself under the protection of Captain Lugard, and was honourably treated. The peace was hailed with exuberant rejoicing in Mengo by all parties.

On the 30th of March a new treaty was concluded with Mwanga by Captain Lugard, superseding the previous one (which had been limited to two years), and was made binding in perpetuity. Besides provisions for the authority of the Resident and the general administration, the treaty prohibited import of arms and gunpowder, rendered registration of arms compulsory, secured freedom to trade, abolished slave trading and slave raiding, and

¹ See Blue Book, Africa No. 2 (1893), p. 91; also pp. 43, 44, 45, 46, 53.

guaranteed freedom to missionaries.¹ The provisions relating to the import of arms, etc., and **their** registration, and the suppression of the slave trade, were specially explained to the Mohammedans, who accepted and signed the treaty. As an immediate consequence of the new law a large number of slaves were liberated, and received freedom certificates. The country at once began to settle down in peace and contentment after the troubles and discords of the preceding years, and all the parties, Christian, Mohammedan, and Heathen, testified their gratitude to the agency which had brought about this result.

¹ See Appendix No. 10, *Uganda Treaty*, 1892.

CHAPTER XII

QUESTION OF STATE CO-OPERATION

THE British East Africa Company had, up to the end of 1890, carried unaided a burden of national responsibility to which its subscribed capital was very inadequate. Partly from patriotism, and partly from the situation in which it was placed as representing Great Britain in Eastern Central Africa, successive operations had been undertaken, and contests carried on with State-supported rivals, but as yet no recognition came from her Majesty's Government of an obligation to co-operate with the agency to which the service of the public interests was assigned. Nor, on the other hand, had the Directors hitherto sought what they had so much right to expect. It is true that the traditions of British colonising energy are incompatible with dependence on State aid, but the British East Africa Company was subjected to a special disability under the application of those traditions, in the omission to take account of the distinction deriving from its constitution between the character of the work which it was called upon to perform, and that of an ordinary colonising agency restricted to trade and speculative adventure. A wide area of the East African continent had, by common consent, to be preserved from foreign absorption in order to

ensure freedom to British commerce, and provide a field of possible colonisation in the future. To secure these Imperial advantages was the task imposed upon the Company, without present prospect of material aid from the State in a work of so much national importance.

Incidentally, however, the Company had ground to look for Government support in the prosecution of its enterprise, in consequence of obligations undertaken by them in another direction. These involved responsibilities springing from the declarations and decrees of a convention for the suppression of the slave-trade, which Great Britain had herself taken the initiative in assembling. A revival of public interest in this question was created by the proposals put before Europe by Cardinal Lavigerie. By the operation of the Treaty of 1841 and similar treaties, the Maritime Powers, and especially Great Britain, were enabled to greatly check the sea-borne slave traffic; but the continued existence in some countries of the institution of domestic slavery kept alive a demand for raw slaves, to obtain which the most ruthless methods were resorted to in Africa. The object now aimed at was the extinction of the slave-trade in Africa itself, and thus stopping the source of supply for the slave-markets. On the 17th of September 1888 the Marquis of Salisbury addressed a despatch to Lord Vivian, the British Ambassador at Brussels, suggesting that his Majesty the King of the Belgians should take the initiative in inviting a Conference of the Powers at Brussels to concert measures for 'the gradual suppression of the slave-trade on the continent of Africa, and the immediate closing of all the external markets which it still supplies.' After a sketch

of the present state of the sea-borne slave-trade, the markets supplied by it, and the difficulties encountered in clearing the seas of the traffic, Lord Salisbury represented that, while her Majesty's Government would cheerfully continue 'to bear the burden of further measures to effect the common object,' they felt that the altered political conditions of the African seaboard now called for united action on the part of the Powers responsible for its control, with a view to closing the foreign slave-markets and discouraging the internal slave-hunts.

The Conference assembled at Brussels in November 1889, and continued its sittings till July 2nd, 1890, when a general Act was agreed to, embodying the conclusions of their deliberations. For the present it will be sufficient to refer to the formal declarations contained in Article 1. of the Act. The Conference Powers, 'equally animated,' in the words of the preamble, 'by the firm intention of putting an end to the crimes and devastations engendered by the traffic in African slaves, protecting effectively the aboriginal populations of Africa, and ensuring for that vast continent the benefits of peace and civilisation,' declared that the most effective means for counteracting the slave-trade in the interior of Africa are the following:—

1. Progressive organisation of the administrative, judicial, religious, and military services in the African territories placed under the sovereignty or protectorate of civilised nations.

2. The gradual establishment in the interior, by the Powers to which the territories are subject, of strongly occupied stations in such a way as to make their protec-

tive or repressive action effectively felt in the territories devastated by slave-hunting.

3. The construction of roads, and in particular of railways, connecting the advanced stations with the coast, and permitting easy access to the inland waters, and to such of the upper courses of the rivers and streams as are broken by rapids and cataracts, in view of substituting economical and rapid means of transport for the present means of carriage by men.

4. Establishment of steamboats on the inland navigable waters and on the lakes, supported by fortified posts established on the banks.

5. Establishment of telegraphic lines, ensuring the communication of the posts and stations with the coast and with the administrative centres.

6. Organisation of expeditions and flying columns to keep up the communication of the stations with each other and with the coast, to support repressive action, and to ensure the security of high roads.

7. Restriction of the importation of fire-arms, at least of modern pattern, and of ammunition, throughout the entire extent of the territories infected by the slave trade.

The Powers were authorised by Article IV. to delegate their engagements under the Act to chartered companies, while themselves, however, remaining 'directly responsible for the engagements which they contract by the present Act,' and guaranteeing the execution thereof. Great Britain had already for many years watched the maritime slave-traffic with her cruisers at a considerable annual expense ; but as Lord Salisbury confessed in his despatch

suggesting the conference, the policing of the high seas and coastal waters had proved but of little efficacy towards suppressing the slave-trade. The primary object of the conference was to direct measures of repression and extinction against the evil at its sources in the interior, by the adoption of as many of the means enumerated as were practicable. In the British sphere of influence those means were as far as possible anticipated by the Company during the preceding two years at its own expense without cost to the Government. Her Majesty's Government seemed willing to delegate indefinitely their future responsibilities under the Act to the same convenient agency, and on the same convenient terms.

The Company, however, was not unmindful of the altered conditions created by the Brussels Act, and of the obligations thereby devolving upon the Government. While professing themselves as ready as they had always been to give effect to these obligations, and animated by the fullest sympathy with the spirit of the Act, the Directors were impressed with the substantial manner in which other European Powers having territorial interests in Africa were recognising their responsibilities, while Great Britain alone elected so far to leave the burden of her national duty on the limited resources of a private corporation formed for other objects. Their appeal in consequence to Lord Salisbury was the first categorical assertion by the Company of its claim to receive State co-operation, and was addressed by Sir William Mackinnon on the 17th of December 1890. At first the British East Africa Company had only a German Company to compete with in East Africa: but the collapse of the latter at the time

of its inauguration compelled the intervention of the German Imperial Government. Large sums were devoted by this Government to the national purposes involved in its rehabilitation, existing disturbances were quelled, and by way of reducing its liabilities and securing its financial future the Company was enabled to cancel its engagement to pay rent to the Sultan by a scheme of commutation on very easy terms; steamers and a telegraph cable were subsidised, and ample capital provided for the development of German East Africa. The Italian Government proposed to guarantee six per cent. on the capital of £800,000 of an Italian Company to operate north of the Juba. Belgium subscribed £400,000 towards the Congo railway on generous terms, and voted a subsidy of £80,000 per annum towards the administrative expenses of the Congo Free State. The Cape Government, and even Portugal, followed the same course in assisting the development of their territory.

By capitalising the amount of the customs rental payable to the Sultan under its concession, the German Company effected a saving of at least £40,000 a year, the German Government guaranteeing on the Company's behalf a loan of £500,000—£200,000 of which was to be paid to the Sultan in commutation of customs rent and the remainder to be applied to the general purposes of administration. Inasmuch as a provision of the concession warranted the British East Africa Company in claiming the same treatment in any respect that might be granted to the German Company, a similar right of commutation would have resulted in a saving of £8000 to £10,000 a year on the British coast. Her Majesty's

Government, however, withheld their assent to the adoption of such a course for the present, on the ground that political considerations interfered. The purchase by Germany of the Sultan's fiscal interest in the coast, transferred to German sovereignty after the Agreement of first July 1890, was an incident of that transfer of sovereignty and not an independent or separate transaction in itself. The Government merely enabled the German Company to reap the advantage of the commutation. In respect to the coast administered by the British Company a similar course would have been necessary, and there were political objections, at present paramount, to the placing of the Sultan's dominions under the administration of British law.

The Company did not now ask her Majesty's Government to follow the example of other Powers by the grant of a subsidy. It was merely pointed out to Lord Salisbury that, as a matter not only of convenience but from the point of view of economy, the agency of the Company offered the most effective means of fulfilling the obligations undertaken by the Government under the Brussels Act. That Act declared the progressive organisation of administration in the interior, and the supplanting of human portorage by better and cheaper means of transport—by railways and steamboats especially—as among the most effective means of extinguishing the slave-trade. The Company now pointed out that, without a shilling of aid from her Majesty's Treasury, it had 'already anticipated the engagements of the Brussels Conference to a certain extent by erecting a land telegraph line to connect the coast towns; by providing for the construction of

sixty miles of narrow-gauge railway into the interior, in addition to opening up roads and forming stations along the route to Lake Victoria; and further, by providing a steamer to navigate and patrol the river Tana, and two vessels for coastal service.' Special attention was also drawn to the fact that the efforts of the Company had brought their freedom within the reach of about 4000 slaves, while the average number liberated by the operations of her Majesty's cruisers did not exceed 200 annually. The continued prosecution of such duties as those specified, it was added—duties, that is, related to the performance of national obligations assumed under the General Act of Brussels—would be impossible except under assurance of support from her Majesty's Government. As the Act attached special importance to the construction of railways, and the provision of steamboats on the inland waters, it was suggested that Government should at least guarantee interest on the capital necessary for these purposes. For itself, the Company asked nothing; it only claimed that the State should make some contribution towards the work which it had undertaken to do by joining in the Brussels Act.

Sir William Mackinnon in writing to this effect to Lord Salisbury, while he claimed for the Company as the agent of her Majesty's Government that co-operation to which under the circumstances it was entitled, and refrained from suggesting the adoption of the system of cash subsidies followed by other Governments, arrogated on behalf of the British East Africa Company no pretension of self-sacrifice incompatible with its character as a joint-stock undertaking, and the principles which

governed its formation. It was not disputed that advantages would be derived by the Company from the railway in the course of time, but they were advantages which would accrue to commerce generally and only remotely to the Company as the legitimate return for its outlay on development which in the meantime would be amply earned. It has been pointed out before that the rate of territorial expansion forced on the Company by foreign competition, as well as the sacrifices entailed by the unequal conditions of this competition, was unforeseen by the founders, and was assuredly not contemplated by the Directors when the prospectus was issued. The duty, nevertheless, was found to be indispensable of preparing the way for a firm and unimpeded administration before commercial results could be expected, and whereas the capital subscribed might suffice for the limited scheme originally contemplated, it could not but prove inadequate to so extensive an enterprise as the effective occupation and development of a sphere of influence covering some 750,000 square miles, which was rendered immediate under the conditions stated instead of being gradually extended as means and communications permitted. Failure to undertake the work so enlarged must have led to one of two results—either the Government would have been obliged to abandon the East African sphere of influence to other nations, or to occupy and administer it at the charge of the State, failing the substitution of some other agency, which would have to be subsidised to an extent corresponding to the interests to be safeguarded.

Such being the situation, the Directors in resolving not to relinquish the task imposed upon them, in spite of the

obvious inadequacy of their resources to its requirements, were actuated by the conviction that the time was at hand when Government could no longer hesitate to assume their share of the responsibilities attending its prosecution. Accordingly, in urging upon Lord Salisbury the policy of guaranteeing a moderate rate of interest on the capital required to construct a railway, Sir William Mackinnon indicated the advantages to be expected from that measure. It was not intended that the British East Africa Company should, except through such facilities as it might be in a position to afford, take any part in the construction of the railway, or exercise any control over it; the work would be done by an independent company. But the development of the trade of the interior which would be a direct result of the existence of the railway would necessarily augment the customs receipts of the ports which the Company administered; while also, the confidence inspired by the actual co-operation of Government must enable the chartered company to obtain the subscription of the additional funds which the enlarged area of its operations demanded. 'With such support,' Sir William Mackinnon wrote, referring to the guarantee for the railway, 'and with two or three steamers afloat on the Lake for police purposes, the Company believe slave-raiding would soon disappear and they would have no difficulty in finding as much additional capital as may be necessary for the general purposes of administration, and the development of an enterprise of national importance, largely advantageous to Imperial interests, and those of the Equatorial Provinces of Africa.'

Immediately on receipt of this letter from Sir William Mackinnon, the Marquis of Salisbury communicated with the Treasury on the subject.¹ Referring to the Anglo-German Agreement of 1886, reserving a sphere of influence to Great Britain, Lord Salisbury paid a well-deserved tribute to the Company which had undertaken the work of opening up this region, by saying that 'it would hardly be just to describe it as a purely commercial body, for it is notorious that the majority of, if not all, the subscribers, are actuated rather by philanthropic motives than by the expectation of receiving any adequate return for their outlay.' After mentioning the success which had attended the British Company's peaceful operations, as contrasted with those of its German neighbour, Lord Salisbury pointed out the direct responsibility for the British sphere now placed upon the Government by the Brussels Slave Trade Conference. Experience had shown the failure of ships and coast police to control the traffic in slaves, and that 'the remedy is that pointed out in the 1st Article, the establishment of interior stations, and the construction of roads, and especially of railways, which will provide cheap and safe transport.' There was a danger that, if Great Britain remained inactive, the activity of the German Government, employing Imperial resources in the adjoining sphere, would have the effect of driving all the slave-traffic into the British sphere; 'this,' said Lord Salisbury, 'would be a grave scandal, and, were it to occur, her Majesty's Government could hardly fail to be reproached for a neglect of the engagements of the Act, and of the duty of a country which has

¹ Africa No. 2 (1892).

always taken the lead in the suppression of the slave-trade.' The conclusion come to was that the only mode of action that would have a practical effect was the construction of a railway from Mombasa to the Victoria Nyanza.

'It is true,' Lord Salisbury added, 'that in accordance with the 4th Article the execution of the work' (*i.e.* the work prescribed by the Brussels Act) 'may be intrusted to a chartered company, and, in the present case, it may safely be intrusted to the British Company; but it would be unreasonable that her Majesty's Government should, by throwing the whole responsibility on the shoulders of a few private individuals, claim to have relieved themselves of all responsibility.'

The Treasury were further reminded of the important fact that the extinction of the slave-trade at its sources would in time relieve the nation of the heavy expenditure involved in maintaining a British squadron on the east coast for the prevention of the maritime traffic in slaves. In a subsequent letter to the Treasury stress was laid upon the special effectiveness and economy of a railway for the object in view as compared with other expedients. Weighing these arguments, and the considerations of economy involved in the eventual saving of £100,000 a year and upwards now spent in the naval preventive service, the Treasury concurred in the Marquis of Salisbury's views, and on the 12th of February 1891 the following proposals were communicated to the Company, with the observation 'that the details of the measure will require very careful consideration, and that the terms contained in the Memorandum only indicate its leading and essential provisions.'

Government proposed to guarantee interest on a paid-up capital of £1,250,000, which it was estimated would be sufficient, with a small addition outside the guarantee, to build and equip a metre-gauge line to the Victoria Nyanza. It would not be obligatory that current working expenses should be paid out of receipts before payment of the guaranteed interest, and all profits accruing from the railway after payment of 5 per cent. yearly interest to the shareholders would have to be equally divided between her Majesty's Government and the shareholders, until all payments under the guarantee were recovered with simple interest at 3 per cent. per annum. The Managing Director of the railway was to be nominated by the Government, and due securities to be taken for expenditure and audit, and the proper construction of the line with regard both to the interests of the shareholders and the public, and the suppression of the slave-trade.

The strain upon the financial resources of the Company, occasioned by the continued administration of Uganda, 800 miles from the coast, would have deterred the Directors from exceeding the paramount necessity to which they had been committed of establishing the British flag in that region, and would have led to the return of Captain Lugard at least as soon as he had succeeded in driving back the Mohammedan invasion of the country in the early days of May. The policy now announced by her Majesty's Government, however, altered the position. It would be a considerable time, no doubt, before Uganda and the neighbouring countries could provide returns for the cost of administering and developing them; but in the meantime the position was an important one to hold:

withdrawal could hardly fail to influence prejudicially the interests of Great Britain and the situation of the missionaries in Uganda, while the co-operation of her Majesty's Government in the construction of a railway to the Lake promised the early realisation of that facility of communication between the coast and the interior on which the practicability of maintaining an effective occupation entirely depended. The construction of the railway would necessarily occupy some few years ; but as its initiation would ensure the acquisition of the additional capital required for the Company's enlarged sphere of work, and would thereby certify the prospect of commercial success, they were justified in consequence in maintaining their hold of the region round the sources of the Nile at a temporary sacrifice rather than risk the permanent advantages to the British nation, the native races, and the Company itself in the long-run, which seemed now to be assured through the resolution adopted by her Majesty's Government.

CHAPTER XIII

THE RAILWAY QUESTION AND UGANDA

ON the 23rd of March 1891 the Foreign Office informed Sir William Mackinnon that the Treasury had intimated their readiness to settle the details of the grant in aid of the railway, by direct communication with the British East Africa Company. Sir William Mackinnon thanked Lord Salisbury for the 'substantial interest' which he had moved her Majesty's Government to take in the proposed railway, 'the construction of which,' Sir William added, 'is so well calculated to carry out the intentions of the Brussels Act, as it must powerfully contribute towards effectively supplanting the slave-trade by the introduction of legitimate commerce and the development of the resources of East Africa.' The Marquis of Lorne and Sir W. Mackinnon had called at the Treasury as suggested, and it was stated on the part of the Company that no time would be lost in further communication with that department for the purpose of settling the necessary details.

The Company's appreciation of the action of Lord Salisbury in recognising in a substantial manner the responsibility of the Government, was not lessened by the fact of the inadequacy of the proposed guarantee. It was

certain, in the opinion of the most eminent engineers—Sir John Fowler, Sir Guilford Molesworth, and General Williams, R.E.—that a capital larger than that named by the Treasury would be required to build and equip the railway. Still, the principle of Government co-operation being accepted was a gain of the first importance to the work of future development in Africa. All who were interested in the deliverance of the native races from barbarism and slave-hunting, and in the maintenance of the British name and the promotion of British interests in the sphere which we had taken under our charge, were grateful to the Marquis of Salisbury for his action. It was acknowledged that, until the engagements entered into at the Brussels Conference with the full approval of the nation created a direct obligation which could not be ignored or deferred by Great Britain, it would have been very difficult, if not impossible, to obtain the sanction of Parliament to any outlay which even in appearance might be connected with the interests exclusively of the British East Africa Company. It certainly was not just that the Company should have been obliged to spend its capital in undertakings required rather in the interests of the nation than in its own; but, under the circumstances, it became an unavoidable necessity that the interests of the Company should on occasions be subordinated to considerations of Imperial policy.

At Glasgow, on the 20th of May 1891, Lord Salisbury made a speech in which he referred at some length to the three African Chartered Companies and the work they were doing. He also made public his own views and convictions on the subject of the slave-trade; and the

declaration was so emphatic and important that the part of his speech relating to East Africa is here quoted :—

‘ Well, there is the third company of your countryman, Sir William Mackinnon, whose enterprise and philanthropic determination deserve to be mentioned with honour in any audience, especially in a Scottish audience. This company possesses the territory leading from opposite the island of Pemba, which is north of Zanzibar, to the great Victoria Nyanza lake, and possesses the valley of the Nile from that region until it meets the frontier of Egypt. Of course it will take a long time to carry out colonisation. It is far more purely philanthropic than any of the other undertakings. Its object, I believe, has been to deal a deadly blow at the slave-trade, the destruction of which has been, along with our own commercial and material progress, the animating impulse of English policy in those regions for nearly a century ; and I think we are—to use a hackneyed phrase—within measurable distance of the utter destruction of that hateful traffic. The slave-trade on the sea now only exists on the eastern coast of Africa and on the shores of the Red Sea. The Sultan of Zanzibar, under the guidance of Sir C. Euan-Smith and also Mr. Portal, has taken very strong measures with respect to slavery in Zanzibar and Pemba—measures which I think must ensure its disappearance within the lives of most of us who are here at present. But the place where the caravans still go, and where it is of great importance that we should stay them, is the tract which lies between this great Victoria Nyanza—the size of which I shall bring home to you by telling you that it occupies about precisely the same area

as Scotland—the territory which lies between that lake and the eastern coast of Africa, between Mombasa, our new settlement—that territory passing round the base of Kilimanjaro and across the lands of the Masai—is territory which does not become remunerative and in which colonisation cannot spread till you have got some way into the interior. There is no doubt that the slave caravans across that territory can be destroyed by one method, and by one method certainly, if that method can be applied. Sir William Mackinnon is doing his best to lay a railway from the coast to the Victoria Nyanza. Now, the peculiarity of a railway, which every one may have had the opportunity of observing in this country, is that where it is once laid it kills every other mode of locomotion that formerly held the same ground. After a railway has existed some time there cannot be—except as a matter of luxury or caprice—any other kind of locomotion to compete with it. If a railway could exist from this lake to the coast, caravans could no more be employed as they are employed now to carry ivory, the produce of the interior, to the coast or back again, and it is by these caravans that the bodies of slaves are brought along. It costs two or three hundred times as much to bring goods by caravans as it would cost to bring them by railway. Of course, when once a railway existed caravans would become a matter of antiquity, and if no caravans existed there would be no means of carrying slaves from the interior to the coast, because I do not see that any slave-dealer who presented himself with a body of slaves to be carried on trucks to the coast would be very civilly received. From a purely Foreign Office point of view I

take a very deep interest in this railway. But I must tell you fairly—that is, from a purely Foreign Office point of view—that Sir William Mackinnon is of opinion that he cannot construct this railway without Government help, and I always speak of the Treasury with awe, still more of the Treasury when it is acting, as in this case it necessarily must act, under the guidance of and according to the principles of the House of Commons. Whether the Treasury will be able consistently with the sound principle of finance which is always upheld to give Sir William Mackinnon the assistance which he requires, or whether it must be deferred to a distant date, I do not know ; but, whenever that railway can be made, I believe that the end of the African exportation of the slave will have been attained at the same time, because it will not only, as I explained to you, prevent the passage of caravans from the Victoria Nyanza eastward, but it will place you in command of the valley of the Nile, so that slaves will not be able to cross thence to the Red Sea. We have done something in our time to aid in this abolition of slavery, to add our stone to the pile which the devotion and foresight of our ancestors began. The Brussels Conference on the slave-trade will, I believe, be a very great social and philanthropic event in the history of Europe. The resolutions which have been come to by the Powers concerned bind them to certain measures for arresting the progress of slaves across any European territory of which they are in possession, and, therefore, under that conference we are bound to do our utmost to prevent the passage of slaves across the territory that we have undertaken. We now spend large sums on ships and boats to

arrest this accursed traffic with considerable success, but also at great cost not only to the Treasury at home but also to the lives and health of the sailors who under that sun have to give themselves to that tremendous labour. If we are able, instead of taking this expensive and difficult precaution—if we are able to pursue the evil to its home and kill it at its root, we shall not only have saved mankind from a fearful curse, but we shall have spared the Treasury of our own people and the lives of the gallant sailors who gave themselves to the work.'

Lord Salisbury suggested the possibility that the construction of the railway might 'be deferred to a distant date,' but no one then took the suggestion more seriously than the humorous picture of the slave-dealer presenting himself to the railway officials with a body of slaves to be booked for the coast. It soon appeared, nevertheless, that the Treasury felt considerable hesitation as to the expediency of proposing the necessary measure to the House of Commons authorising the guarantee. Until and unless this measure was passed, the Company would be unable to replace the capital already spent in the service of the nation, and to supplement it as well for the retention of Uganda as for the discharge of its enlarged obligations. Some doubt, as well as difference of opinion, prevailed on the question of the amount of capital required for the construction and equipment of the railway, and the Government eventually came to the conclusion that the success of their policy might be prejudiced by introducing a bill to authorise the guarantee, in the absence of an official survey certifying the practicability of the line and supplying an estimate of its probable cost.

For this reason it was resolved to ask Parliament in the first instance merely for a small vote to cover the cost of a preliminary survey. Even this, though a disappointing compromise, might still have answered the desired purpose. Unfortunately, as it happened, the Government deferred parliamentary action until the closing days of the session, and then found the proposed vote barred by the Opposition on the ground of a promise made by the leader of the House to the effect that no 'contentious' business would be introduced before prorogation. The vote for the railway survey, Sir William Harcourt, as leader of the Opposition in the absence of Mr. Gladstone, and with that statesman's concurrence, declared to be a measure 'regarded as in the highest degree contentious.'

The arrangement as to the survey was based upon an expenditure for the purpose of £20,000 or £25,000. It was at first supposed by the Chancellor of the Exchequer that about £10,000 would be sufficient, but the representations of Sir William Mackinnon, based on a closer knowledge of the probable cost of such an undertaking, led to the adoption of the larger estimate. Mr. Goschen was, however, strongly of opinion that, 'not only from the House of Commons point of view, but also in fairness' on account of a common interest, the expense of the expedition should be partly borne by the Company. The proposals of the Treasury were, therefore:—

1. That in the event of the expedition costing £25,000, the Government should bear £20,000, and the Company £5000.
2. That in the event of the expedition costing £20,000,

the Government should bear £15,000, and the Company £5000.

3. The full amount, in the event of the railway being constructed, to be charged as part of the capital outlay.

In answer to these proposals, the Treasury was informed that although the Company did not contemplate being called upon to find any portion of the money required for the survey, as it was understood that the work was undertaken entirely in discharge of the responsibilities of her Majesty's Government in connection with the Brussels Conference, still, in consideration of the benefits which must eventually accrue to the Company from the railway, the terms proposed by the Treasury were agreed to. In view of the necessity for the vote being sanctioned during the session of 1891, Sir W. Mackinnon personally undertook to provide the £5000 should there be any difficulty in the way of the Company doing so.

On the 17th of July Sir W. Harcourt gave notice of a question objecting to the presentation of the estimate at that period of the session, after the declaration of the First Lord of the Treasury (Mr. W. H. Smith) that no further contentious business would be introduced. On the 20th of July, before the question was put, the Financial and the Permanent Secretaries of the Treasury had an interview with the late Sir Lewis Pelly, M.P., one of the Directors of the Company, in anticipation of the withdrawal of the vote consequent on the attitude of the Opposition. The Government now suggested as the easiest way out of the difficulty created by the Opposition

to the vote, that the Company should advance the money to carry out the survey, Government pledging themselves to re-introduce the vote and reimburse the Company before the end of the current financial year. It was emphatically declared that there was 'no withdrawal or change of policy on the part of the Government,' and that the Government might be relied upon to re-introduce the vote and reimburse the Company. Sir Lewis Pelly pointed out that the newspapers seemed to give too much prominence to the Company in connection with the proposed railway, and that 'Government should go upon their Conference declarations, which amounted for practical purposes to material pledges, and that they should base the whole of their railway and other demands upon their anti-slavery policy, treating the Company as a mere accident of which they propose to avail themselves.' In this view Mr. Jackson and Sir Reginald Welby entirely concurred. The Chancellor of the Exchequer withdrew the vote that evening on Sir W. Harcourt declaring in the name of Mr. Gladstone, and the Opposition, that the measure was regarded by them as 'in the highest degree contentious'; and after some further correspondence, the Company accepted the responsibility of carrying on the survey on the understanding proposed by the Government.

As regarded this survey, it was apparent that the prospect of the railway becoming within reasonable time an accomplished fact, depended largely upon the action of the Company at the present juncture. It was only another instance of the value to the Government of the agency of the British East Africa Company in carrying

out their objects. Had the survey been postponed for another year, the difficulty of getting Parliament to commit itself to the policy which the railway represented would have been much increased. The pledge upon which the Company was induced to advance the expenses of the expedition involved an obligation which the House of Commons could not repudiate. The survey was therefore put in hand under qualified officers, and the Company did its part in the work with a loyalty which deserved the more honour because the survey expedition was a measure which fell far short of the reasonable expectations raised by the decision of Government to take action in pursuance of the declarations entered into at Brussels. Therefore, while the Directors did all that lay in their power to help forward the policy of the Government, they were compelled to take cognisance of the dilatory form now taken by that policy,—even backed, as it was, by assurances of future action—and to consider how far they were justified in relying upon its early realisation. The declaration of the Government that they were not abandoning the railway policy, and that the vote for a survey would be re-introduced the next session, was hardly enough to go upon in inviting the public to subscribe a further issue of capital for the purposes of administration and development. Investors would require more than this to assure them of such permanent and substantial interest on the part of the Government in British East Africa as would afford reasonable security for the future. A guarantee on the capital of the railway would have done this; a vote for a survey might have helped to do it. Neither assurance, however, was

as yet obtained. So far, indeed, was such an assurance from existing even in prospective, that an inquiry elicited from the Treasury the statement that the money to be expended on the survey, under the arrangement above described, rested altogether for security upon the contingency of Parliament granting the amount when asked to do so. It was obvious that money would not have been subscribed by any persons on the chance of such a grant, except on terms of interest corresponding to the precarious nature of the security.

The Directors of the Company took the risk, which they could not invite others to share, but at the same time they felt that their duty prescribed to them a contraction of responsibilities in the failure of any immediate prospect of Government co-operation. At a meeting of the Court on the 16th of July 1891, after it became known that the Government had substituted a survey vote for a guarantee, the Directors passed the following resolution on a communication from the President of the Company recommending the reduction of expenditure to a maximum of £40,000 a year:—

Resolved,—That to give effect to a policy of retrenchment rendered necessary by the financial position of the Company, all the Company's establishments at Uganda shall temporarily be withdrawn.

'That for the present Dagoreti shall be the extreme point of the Company's occupation in the interior.'

This decision was communicated to her Majesty's Government on the 20th of August,¹ with an intimation that the grounds upon which this resolution was taken

¹ Africa No. 1, 1893.

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would presently be communicated to Government in detail. This was done in a letter from the Directors to Lord Salisbury, dated 4th September, which, as an important statement of facts, is here appended in full :—

2 PALL MALL EAST, 4th September 1891.

MY LORD,—I have the honour to inform your Lordship that owing to recent events in Parliament and the delay in providing the expected guarantee for the construction of the proposed railway to Lake Victoria, the Court of Directors of this Company, after mature deliberation, have come to the conclusion that a further issue of capital should not be attempted for the present, and as three-fifths of the present subscribed capital has already been expended they have no alternative but to proceed forthwith to limit their operations to the coast and near interior, and to the holding of such outposts as may be required to protect the way to the lake, so as to reduce current expenditure from its present rate of over £100,000 a year to a maximum of about £40,000.

‘It must not be forgotten that the Company had its rapid extension forced upon it by the active efforts of its German neighbours, who apparently aimed at acquiring dominion over five-sixths of the territories, now happily, through your Lordship’s diplomatic action, recognised as the British sphere of influence.

‘It is well known that the Imperial German Government have not only given active material and financial support to the German Company by expending large amounts of public money for this purpose, in addition to the grant of a considerable subsidy, but they have also made the financial position of the Company quite secure by very favourable conditions on which it was enabled to commute the customs rents payable to the Sultan, while this Company was not only prevented, owing to political exigencies, from effecting a similar settlement, but failed to obtain the least material help from her Majesty’s Government.

‘The Court believe, notwithstanding the manifest dis-

advantages under which they labour as compared with their German neighbours, that if her Majesty's Government had carried through the expected guarantee for the construction of the railway to Lake Victoria, the situation would have been so ameliorated as to have enabled the Company to proceed with its work of organising and developing the interior, as sufficient additional capital would then have been forthcoming. As matters stand, the present uncalled capital is not more than is required to enable the Company to tide over the period necessary for the development of trade and customs revenue to a point sufficient to provide for the administrative and other charges within the area assigned to the Company by the Concession of his Highness the Sultan of Zanzibar, with that of the Witu territory placed under its jurisdiction by her Majesty's Government, and such outposts in the interior as are deemed strategically and commercially advantageous.

'In carrying out the policy of retrenchment, which has become necessary, it is deeply to be regretted that the first step must be the early withdrawal of Captain Lugard and his entire force from the distant post of Uganda, the upkeep of which is estimated at about £30,000 to £40,000 a year, owing greatly to the excessive cost of, and the want of, any facilities for transport.

'Orders have gone by mail of 10th August to Mombasa to send up the necessary supporting caravan to enable Captain Lugard to withdraw from Uganda, while his instructions (copy sent to your Lordship under secretary's cover of 2nd inst.) give him discretionary power to effect the withdrawal in the manner least likely to be hurtful to the general interests of this country and to the efforts of the Church Missionary Society, who, it is understood, have recently decided to largely reinforce their Uganda establishment.

'Captain Lugard has been requested before withdrawing to get the term of the existing Treaty extended if possible for a period of years or in perpetuity, and to leave the impression that the withdrawal is merely temporary.

‘The Court of Directors trust it will not be overlooked by her Majesty’s Government that a large proportion of the capital expenditure of the Company has been spent on operations which materially clear the way for the discharge of obligations undertaken by her Majesty’s Government for the suppression of the slave-trade, while up to the present time not one penny has been spent by the State in these operations.

‘The Company has among other things commenced the construction of a light narrow-gauge railway from Mombasa towards the interior, and has provided the material for the completion of 60 miles, although the actual construction is beyond its present financial power.

‘It has provided steamers for the coast and the river Tana, and it has ready for shipment a steamer specially built for service on the great lake, but owing to the cost of transport—at present about £250 per ton (which would be reduced to £10 or less if a railway were available)—the Company has not forwarded it. It has also constructed lines of land telegraph connecting the coast ports with Mombasa, and fortified posts along 300 miles of the route from the coast towards the Great Lake.

‘The Company has also provided for the administrative occupation of Uganda, and greatly regrets the financial reasons which compel it to withdraw from it.

‘These operations, although of the greatest possible value in view of the obligations her Majesty’s Government have undertaken under the Brussels Act for the suppression of the slave-trade and in clearing the way for the opening up of new markets for British trade, give no early promise of sufficient revenue to the Company to justify the Court in continuing their operations on the present scale.

‘In these circumstances the Court would now earnestly urge on her Majesty’s Government their opinion that if British East Africa is at any early period to become of real value to the Empire, the time has come when in one form or another sufficient encouragement should be given to the

Company to assist it in the important work it has for the past three or four years endeavoured to carry onwards.

‘These operations were specially referred to in a letter addressed to your Lordship by the Court, dated 17th December 1890, a copy of which for ready reference is attached hereto.—I have the honour to be, my Lord, your most obedient servant,

A. B. KEMBALL, Director.

For the Court of Directors.

The Most Honourable
The MARQUIS OF SALISBURY, K.G.

The public announcement of this resolution of the Directors caused a sensation in the country. As a reminder to the nation that there was a limit beyond which private sacrifices in the public interests could not afford to go, its effect was marked, and the recollection of the services rendered by the Company elicited frank recognition, at the same time that the imminence of a national disaster in Africa which the Company had, unaided, hitherto prevented, spread a feeling of general uneasiness, and in many quarters of real alarm. A correspondent of evidently reliable authority in the *Times* of 28th September 1891, after explaining the manner in which the competition of Germany and the Imperial interests of Great Britain had forced the British East Africa Company to move further and faster than its resources warranted, pointed out that ‘no reproach can therefore be justly cast upon the Company, because owing to a failure of resources, consequent on their inability to raise fresh capital in face of the attitude of the Opposition which discountenances any schemes for the support of what is after all an Imperial undertaking, they find themselves compelled to withdraw from a position which can only be maintained at a great outlay of capital, and to which there seems to be no

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finality. Sir William Mackinnon and his co-directors have gone to the fullest extent of their power in their endeavour to supply by private enterprise the support which men pursuing a similar enterprise in other countries would certainly have received from their own Government.' The abandonment of the pledges made by the Company's representative in Uganda, who was regarded there as the representative also of the British nation, would, it was added, produce wide and irretrievable disaster, not only to the native populations and the prestige of the British name, but to the missionaries and their followers, whose safety had now become identified with the maintenance of the Company's authority. The remedy was obvious. Lord Salisbury had stated it at Glasgow. But a vote for a survey, it was declared, was merely fencing off the question. 'Time is all-important, and there is ample evidence of eminent engineers that the line is practicable. There should be no hesitation then in asking Parliament, not to grant a vote for a survey merely, but a subsidy for the construction of a railway.' The Company was forced to withdraw from Uganda by a necessity arising from the failure of the Government to contribute towards the occupation of the interior the support to which the Company, as its agent, was entitled. Hitherto the Company had made no profits. Although there had been a steady development and increase of the customs revenue at the coast ports under the administration of the Company, almost all this revenue was payable to the Sultan of Zanzibar under the concession, and the balance was wholly inadequate to form any appreciable contribution towards the necessary

cost of administration. 'All that has been done,' it was declared, 'has been mainly in accordance with, and in furtherance of, the aims of Imperial policy.'

On the same day the first leading article of the *Times* contained an important and emphatic expression of opinion on the situation in British East Africa, from which the following passages may be quoted :—

'Such a withdrawal would be nothing short of a national calamity. It would mean not merely the loss of a great amount of capital already expended, but the destruction of our influence and prestige throughout Central Africa, the practical defeat of our anti-slavery policy, the persecution of the numerous missionaries labouring in Uganda, and the reconquest by Mohammedan fanatics of the only African state that has shown a disposition to accept Christianity. Whether we desire it or not, the British East Africa Company, working under a Royal Charter, must be identified for all practical purposes with national policy. Its agents are in the eyes of all natives the agents of England, and their failure or retreat would be construed throughout Africa as the defeat of British policy. Not only so, but in the present critical condition of German enterprise any signs of weakness on our part would be a fatal blow to all the civilising influences which we hope to exert upon Africa. The whole slave-trade interest is fully aware that the matter is for it an affair of life or death. If the British East Africa Company can hold its ground in Uganda, the slave-trade organisation, powerful and widely ramified as it is, will be surely broken up. In the contrary case, it will establish itself more firmly

finality. Sir William Mackinnon and his co-directors have gone to the fullest extent of their power in their endeavour to supply by private enterprise the support which men pursuing a similar enterprise in other countries would certainly have received from their own Government.' The abandonment of the pledges made by the Company's representative in Uganda, who was regarded there as the representative also of the British nation, would, it was added, produce wide and irretrievable disaster, not only to the native populations and the prestige of the British name, but to the missionaries and their followers, whose safety had now become identified with the maintenance of the Company's authority. The remedy was obvious. Lord Salisbury had stated it at Glasgow. But a vote for a survey, it was declared, was merely fencing off the question. 'Time is all-important, and there is ample evidence of eminent engineers that the line is practicable. There should be no hesitation then in asking Parliament, not to grant a vote for a survey merely, but a subsidy for the construction of a railway.' The Company was forced to withdraw from Uganda by a necessity arising from the failure of the Government to contribute towards the occupation of the interior the support to which the Company, as its agent, was entitled. Hitherto the Company had made no profits. Although there had been a steady development and increase of the customs revenue at the coast ports under the administration of the Company, almost all this revenue was payable to the Sultan of Zanzibar under the concession, and the balance was wholly inadequate to form any appreciable contribution towards the necessary

cost of administration. 'All that has been done,' it was declared, 'has been mainly in accordance with, and in furtherance of, the aims of Imperial policy.'

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and defiantly than ever. It is the merest delusion to suppose that it can be put down by cruisers in the Red Sea. All they can do is to hamper or possibly stop the export trade by sea, but slave-dealing would still fill Africa with cruelties. Nothing can cope with the mischief except the steady opening up of the continent and the establishment of a civilised police capable of bringing offenders to justice and offering protection to the weak. We cannot now come away and leave things as they were. Our choice is practically between pushing forward the civilising work we have begun, and handing over all who have trusted us to a worse fate than would have been theirs had we never penetrated to Uganda at all. Not only is there a large body of converts divided into opposing camps and identified more or less with native chiefs and native quarrels, who retain so much of the old Adam that only the tact and firmness of Captain Lugard has hindered them from flying at one another's throats. Besides the animosities engendered by novel ideas and influences among the partially civilised, there is the furious hatred aroused in the neighbouring Mohammedan populations. The same stuff with which the Mahdi invaded Egypt is available in any quantity for a fanatical onslaught upon all who have departed in any degree from the religion or customs of their fathers. It is plain, therefore, that, having put our hand to the plough, if only through the agency of a chartered company, we are bound in honour not to turn back. We are not less bound in policy, since our hopes of new markets for our wares and employment for our workmen depend upon holding our ground in Uganda.

‘What the British East Africa Company needs to keep it going is the construction of a railway from Mombasa to the shores of the Victoria Nyanza. Such a railway would at once open up an enormous district around the Great Lake, furnishing a solid base of operations from which trade and civilisation would rapidly permeate Central Africa. The Company, with its resources exhausted by the forced action we have described, is not in a position to construct this indispensable line, and the question is whether, in view of the great issues depending on its construction, the Government ought not to afford substantial assistance. It is not, after all, a very serious matter to build four or five hundred miles of railway over land that costs nothing. Capital would be forthcoming in abundance were the Government merely to guarantee a moderate dividend, although without such a guarantee it will not be forthcoming, partly for want of financial inducement and partly for want of political security. The Government guarantee would not only bring out capital for the railway; but by convincing people that the Company must and will be supported, it would attract capital for the development of the interior. There are plenty of precedents in India and in the Colonies for action of this kind, as well as plenty of evidence that these guaranteed lines, when judiciously and economically constructed, very soon relieve the Government of its liability. Lord Salisbury has plainly intimated his belief that this is a case for Government assistance both on commercial and political grounds. A proposal was brought forward last session which, though dealing only with the question of survey, would practically

have solved the difficulty by committing the Government to the principle of assisted construction. But Sir William Harcourt, without saying anything upon the merits, destroyed that proposal by declining to let it pass as non-contentious matter. On grounds of public policy his action is to be regretted, and we are disposed to think it rather shortsighted partisan tactics. If he and his friends are as certain as they pretend to think themselves of speedily obtaining control of national policy they will find the breakdown of the British East Africa Company a somewhat troublesome subject to deal with. They cannot throw the blame upon the present Government, and they will find it difficult to exonerate themselves. They may, therefore, find it expedient as well as patriotic to withdraw their opposition.'

The orders to Captain Lugard to retire from Uganda were despatched on the 10th of August 1891. That officer was instructed to withdraw all his force as soon as practicable to the coast, leaving outposts at Machakos and Dagoreti to hold the road to the lake. The friends of the Protestant Missions, however, alarmed for the safety of the missionaries and their followers after the departure of the Company's forces, approached the Directors with a proposal to provide the estimated cost of maintaining the Company's occupation of Uganda for another year. The amount required was £40,000, and the hope was that before the end of the year a more favourable turn of events might render the Company's withdrawal unnecessary. The Directors were much in sympathy with the proposal, although the interests of the Company called for immediate evacuation. Without

departing from their resolution to withdraw from the lake regions, they agreed on the conditions named to postpone the retirement until the 31st of December 1892, and upon £26,000 of the fund being subscribed, the orders already on their way to Captain Lugard were cancelled. On informing the Foreign Office of the course now adopted, the Directors were acquainted, in reply, with 'the satisfaction with which Lord Salisbury has heard of the liberal contributions that have been made for this important object.'

On the 17th of May 1892 the President of the Company wrote to the Foreign Office referring to the resolution of withdrawal passed in the previous July, and to the circumstances which caused the Directors to defer its execution till the end of the year 1892. Her Majesty's Government were informed that, in order to allow sufficient time for their due execution on the date named, instructions had now been sent to make arrangements for the complete evacuation of Uganda on 31st December by all the Company's employees.¹ On the 26th of May Lord Salisbury acknowledged this notification without comment. The situation thus created remained unchanged until the following September. A new Ministry had come into office consequent on the elections, and they immediately became reminded of the fact that a situation would arise in Uganda on the 1st of January which it was necessary to consider at once. The warm opposition which the leading members of the new Government had offered to the Railway Survey Vote in

¹ See Appendix No. 11, *Correspondence relating to Company's withdrawal from Uganda.*

March did not make their present responsibility the more agreeable. Moreover, a vigorous and general expression of public opinion throughout Great Britain in favour of the retention of Uganda rendered the adoption by the Ministers of the policy they were believed to favour difficult, if not impossible. Complaints that they were called upon to decide in relation to a situation which they had not created, were ineffectual to relieve the Government of their responsibility. In accepting office they knew that this question was before them, and must be held to have made some preparation for dealing with it. The Company had no active interest in the matter, as it had long before come to its decision and given the necessary orders. But if the Government were to do anything at all in view of the evacuation on the 1st of January—and the country was singularly unanimous in demanding that they should do something—a few days only now remained to them. Three months would be required in order to carry orders to Uganda, and at the end of three months the Company's officials would certainly march out.

Considerable pressure was applied to the Company to induce it to come to the relief of the Government by continuing for some time longer the responsibilities which it had hitherto submitted to in the interior.¹ But the Company was painfully conscious of the nature of such appeals, which pointed to the thankless exhaustion of their capital, and with its past experience, and the warning of recent opposition to guide it, was in no mood to do anything so heroic. At length, on the 30th September, the

¹ See *Times* leading articles, September 28 and October 1, 1892.

decision of the Government was announced. It took the Directors considerably by surprise, until its meaning was revealed through its form. The principle of withdrawal was accepted, as it had been by Lord Salisbury; but in order to obviate the assumed danger liable to arise from immediate evacuation, the Government were prepared to bear the cost of continued occupation by the Company's force until the 31st of March 1893,—reserving to themselves 'absolute freedom of action in regard to any future measures consequent upon the evacuation.' The decision was made public through the press, and was only at the same time communicated to the Directors, and there was a general agreement of opinion as to the meaning of the proposal.

The Directors, however, considering all the circumstances, decided to accept the proposal, which they had certainly not invited. The following minute of a special meeting, called to consider the communication of the Government on the 3rd of October, explains the considerations by which the Directors were influenced:—

'After full consideration of the foregoing letter it was the opinion of the Board that no ground existed for apprehending such dangers from evacuation as her Majesty's Government proposed to provide against by a postponement of the withdrawal till 31st March 1893; and that the question was therefore not one of extending pecuniary aid to the Company for a purpose already long predetermined, but one of promoting permanently National and Imperial interests falling exclusively within the province of State policy.

'It was resolved, however, in view of the importance

of the national interests concerned, to accept the proposition of her Majesty's Government in respect of postponing the impending evacuation of Uganda on the terms and for the period prescribed, in the hope that the provisional arrangement thus assented to may in the issue bear fruit conducive to the cause of humanity and to the public advantage.'

A letter was accordingly despatched to the Foreign Office in the foregoing sense, and orders were at once telegraphed to the Company's Administrator at Mombasa. On the 10th of December her Majesty's Government issued instructions to Sir Gerald Portal, the British Agent and Consul-General at Zanzibar, to proceed as a Special Commissioner to Uganda 'to frame a Report, as expeditiously as may be, on the best means of dealing with the country, whether through Zanzibar or otherwise.' Sir Gerald Portal was granted wide discretion to meet 'with firmness and caution every occasion that may arise'; and the Company placed all its resources at his disposal in so far as he might find them calculated to facilitate his expedition. Sir Gerald Portal left the coast on the 1st January 1893.

CHAPTER XIV

DEVELOPMENT OF TERRITORY

AMID the continual and onerous political preoccupations incidental to the Company's position as the agent of the British nation charged with the national interests in Eastern and Central Equatorial Africa, a considerable portion of its time and resources, as before pointed out, was unavoidably diverted from the primary objects originally had in view. These, however, were by no means suffered to be neglected or postponed in the undue absorption of external concerns, and the work of opening up and developing the territory was vigorously prosecuted.

That portion of Eastern Africa then reserved, and the more extended area afterwards acquired, for British influence, was at the date of the Company's formation an almost entirely unknown region beyond the coast-line. While the southern sphere, assigned to Germany, had for many years been frequently traversed by trade caravans, explorers, and missionaries, and had therefore become comparatively familiar ground, the countries north of Kilimanjaro were, in the year 1888, practically a *terra incognita*, the only European who had succeeded in penetrating to the Victoria Nyanza being Mr. Joseph Thomson, in his rapid and necessarily superficial expedition through

Masailand. What was known of the rest of the region was the result of conjecture or of native reports gathered by missionaries. It became, therefore, the first duty of the Company to open up this unknown region to commerce and civilisation by explorations, directed not to purposes of scientific observation but to the attainment of such knowledge of the geography and resources of the country, and to the cultivation of such relations of friendship and confidence with the natives, as would ensure the general results at which the Company primarily aimed. Immediately on the arrival of the administrative staff at Mombasa in the latter part of 1888, preparations were commenced for the despatch of the first of the Company's expeditions, which was soon on its way to the lake district. This caravan, some 700 strong, was under the leadership of Mr. F. J. Jackson, and was organised to such dimensions in view of the risks of passing through the country of the Masai, whose fierce and lawless character needed no exaggeration to impress travellers with due caution. Mr. Jackson's party, which has already been mentioned, deviated from the native trading route at Lake Naivasha, and reached the Victoria Nyanza by way of Sotik and Lumbwa. Before proceeding to Uganda Mr. Jackson explored the country north of Mount Elgon. He had entered, on behalf of the Company, into treaty relations with the principal chiefs and tribes along his route, and had established the important station of Machakos, some 250 miles from the coast, on the frontier of the fertile and populous Kikuyu country, and about midway on the route between the coast and Uganda.

On Mr. Jackson's return in the autumn of 1890 Captain

Lugard was starting on his mission to Uganda. Prior to accepting this duty Captain Lugard had spent several months in clearing a trade route along the Sabaki river to the interior, which he protected at intervals with stockaded stations. Before finally departing for Uganda the last of these stations was established at an important point in Kikuyu (Dagoreti), about forty miles further from the coast than Machakos. The expedition of Captain Lugard, including his operations in Uganda and the countries lying towards the Albert Nyanza, was entirely a political necessity imposed upon the Company by the circumstances of the time, and formed no part of its inaugural programme. But the results were none the less valuable, in an Imperial sense, though the cost has fallen upon the Company. Another expedition which deserves special record was that of Mr. J. R. W. Piggot up the Tana river, where he made treaties with the chiefs and established a station at the head of the navigation, a point about 250 miles from the coast. A third caravan calling for particular mention was that of Major Eric Smith, which, in the month of December 1890, was sent to the Victoria Nyanza to explore the most practicable route by which that water was accessible from the coast by a railway. The results of the expeditions of the Company under Mr. Jackson, Captain Lugard, and Major Smith, were of the greatest value to the survey party despatched by the Government to report upon the route for a railway. As Sir W. Mackinnon stated in his speech at the shareholders' meeting on 18th May 1892: 'The result has been, that almost every mile of the country between Mombasa and the lake is now so well known from the

frequent explorations of the Company's caravans that, before the officers charged by her Majesty's Government with the preliminary survey left England, we were able to supply them with information which has so facilitated their work, that in the space of little more than three months they were able to report having completed their survey for a distance of 400 miles from the coast on to within 100 to 130 miles of the Victoria Nyanza.' Other caravans of less relative importance but indispensable to the duties imposed on the Company by its own work and that of her Majesty's Government, traversed various parts of the country, with the result that in two or three years a familiar knowledge was obtained of great part of the extensive British sphere, and friendly relations established with the natives. Owing to the nature of these caravans, employing large numbers of men for transport purposes, their cost was very heavy; and under this head alone the expenditure of the Company, mostly incurred in the interests of the Empire, has amounted to not less than £150,000. A list of 92 treaties obtained in these expeditions, and approved by the Secretary of State for Foreign Affairs, testifies to the extent to which the instrumentality of the Company's caravans was successful in enlarging the sovereignty of the British flag.¹

While the interior was being opened by these means, preparations were carried on at the coast for that expansion of commerce which was aimed at through the development of the resources of the country. At Mombasa, buildings, harbour works, and general improvements began

¹ The reports of the exploring officers and the results of their several expeditions were in all cases communicated to the Foreign Office.

soon to attract a new commercial population, and among the earliest results of the Company's administration were the erection of new houses by the British Indian merchants and a general rise in the value of property. Barges and steam-launches, as well as piers and cranes, buoys and beacons, were provided for harbour service; a new steamer was purchased for coastal traffic, with the view of supplying facilities for commerce and general communication between the several coast ports hitherto dependent on dhows. A second steamer was put on the same service, and a sternwheeler was built for river navigation. This vessel, under command of Commander Dundas, R.N., successfully navigated the Tana to a point about 300 miles from its mouth. The party proceeded overland from that point to Mount Kenia, with interesting and valuable results, and on returning, Mr. Hobley, a geologist, explored the hitherto unvisited district of Ukamba between the Tana and Machakos, and discovered a country eminently suited for development. From the Tana, the character of which as a navigable waterway it was the object of the expedition to ascertain authoritatively, the sternwheel steamer *Kenia* was transferred to the Juba, which river she ascended under the same officer to Bardera, and where she is now employed in trading trips with very good prospects of success. The expenditure on steamers, launches, lighters, etc., amounted to £33,000, and on lands, buildings, and harbour works to £34,000.

Carping criticism has been encouraged for the express object of depreciating the Company's work, by insinuating the waste of resources involved in these experimental efforts by river and land, as if, in exploring a wild and quite

unknown country, the knowledge so acquired furnished a just criterion of the measures adopted for the purpose or of the intrinsic value of the work. Such criticism loses sight of the important fact that the work of introducing new conditions in an unknown and barbarous region must, initially, be almost entirely a work of preparation, and preparation is not necessarily waste.

The entire absence of all public security, and the want of means of communication and transport requisite for the purposes of commercial intercourse, were drawbacks which the Company at an early stage directed its efforts to remedy. The first was removed by the confidence inspired, not alone along the coast zone, but among the tribes of the interior, by the justice and protection afforded them by the new administration, so that in the course of less than two years the coast was freely visited by natives who had never ventured to do so before, and women and children were not afraid to travel alone to distances from their homes where, under the old state of things, they were in hourly danger of being kidnapped and sold into slavery. In this way the coast markets became accessible to the native cultivators in the interior who had surplus produce to sell, and who were thereby stimulated to raise more, as well as to collect the valuable products of their forests. Without better facilities of communication and transport, however, the development of the country could not be carried far. In the coast region, animal transport is little used, the chief reason being the absence of roads suitable to wheeled vehicles, which are therefore unknown in the country. In the interior considerable progress has been made in this

particular. As the consequence of such a state of things the system of human portage necessarily continues to prevail—a system not only prohibitive of almost all commerce on account of its cost, but the responsible cause of the slave-traffic in those regions. The extension of the Company's territory proceeded, from causes which need not be repeated, much faster than it was possible to provide permanent communications; but the earliest efforts of the administration were directed to the provision of roads to the inland districts adapted to wheeled traffic. Experiments at great cost were also made with transport animals, such as bullocks, camels, and donkeys, and the last named, which can be obtained of excellent quality and at moderate prices in the Kikuyu and Masai countries, promise to turn out with care a very valuable factor in the development of the interior. Carts with trained bullocks were imported from India; but these experiments were in a measure impaired by the epidemic which in 1890-91 prevailed with such deadly effect throughout the territory.

But the idea of a railway to the Victoria Nyanza was associated with the earliest conception of the Company, as Lord Granville mentioned in the despatch referred to in the first chapter of this narrative. Nothing but a railway could effect the object in view, which was the development of legitimate trade and, concurrently, the extinction of the slave-traffic. A light surface line would be sufficient for a time, and in two years enough information was obtained regarding the character of the country to be traversed by it, to show to a demonstration the entire practicability of constructing such a line to the

Victoria Nyanza. The work, however, was one altogether beyond the scope of unaided private enterprise. Nevertheless, the Directors of the British East Africa Company resolved, in view of the interests committed to their charge, not to jeopardise the future prosperity of their ports and the potential value to Great Britain of her sphere of influence, by leaving the initiation of a work of pressing importance dependent on the slow motions of Conferences and Governments. In the assurance that her Majesty's Government would promptly lend their co-operation in pursuance of their anti-slavery engagements, and that the sooner the work was inaugurated the surer would be the prospects for British trade in those regions which it was desired to connect by railway with the British coast-line, the Company assumed the responsibility of initiating the undertaking to a limited extent. Materials and rolling stock were sent out sufficient for the construction and working equipment of a section of 65 miles, and under the superintendence of competent engineers the line was commenced from the inner harbour of Mombasa. Native labour was efficiently supplemented by a gang of Indian coolies specially imported for the purpose. By this means, when the expected Railway Company was formed, it would have found its work actually commenced and advanced to an appreciable stage, and the organisation and material for prosecuting it provided ready to its hands. The object of the British East Africa Company was to anticipate the initial delay incidental to every new undertaking, and thus expedite the work which was not less urgent than important. Lord Salisbury declared at Glasgow that,

from a Foreign Office point of view, he took a great interest in this railway, as the only effective means of putting an end to the accursed slave-trade; 'but it would be unreasonable,' as he urged to the Treasury when recommending the grant of a subsidy, 'that her Majesty's Government should, by throwing the whole responsibility on the shoulders of a few private individuals, claim to have relieved themselves of all responsibility.'

The unfortunate hesitation of the Government to act up to the courage of their convictions and introduce the Guarantee Bill in the session of 1891, and their postponement even of the Survey Vote to the following year out of deference to the attitude of the Opposition, made it clear to the Directors that it would be imprudent to commit the funds of the Company to further railway work. The line was well commenced, and actually constructed and equipped for a distance of eight miles; materials and equipment were on the ground for more than fifty additional miles, and although the line as projected was found to be of too light construction to be permanent, yet the works were adapted to the requirements of a wider gauge at any future time, and the materials would be valuable in any subsequent railway works undertaken. It was more than enough to prove the deep and pressing interest of the Directors in the work, and to leave its further prosecution a matter relieved from all the preliminary difficulties of such an undertaking. The confidence of the Directors in the entire practicability of a railroad from Mombasa to Victoria Nyanza was as amply confirmed by the results of the official survey afterwards made, as the reluctance

of the Treasury to act upon that confidence was discredited. The Company had cleared the way for the survey officers, and the route adopted was almost exactly that which had been indicated by the Directors before the survey was made. A line of larger gauge and more permanent construction than that originally contemplated was recommended by the survey; and it now remains for Government and Parliament to choose between the redemption of the nation's pledges and their abandonment, or, to come to lower and more practical ground, between the comparative advantages of effectively stamping out the slave-trade and opening a vast new field to British commerce, and of maintaining, at more than double the expense, a naval service which, from the very nature of the case, cannot touch the source of the evil and can do comparatively little to check it. None can reproach the British East Africa Company with want of initiative in this essential matter, when, relying in the near future upon the co-operation of Government, it risked £50,000 of its capital in starting a work of such great importance to the national honour and interests.

Another work of great administrative and commercial importance was the connection of Mombasa with the ports to the northward as far as Lamu by a line of land telegraph with telephonic instruments attached. This line, after following the coast to Melindi, a distance of about 80 miles, deflects inland to Golbanti (on the lower Tana) and Witu, its whole length from Mombasa to Lamu being about 200 miles. The value of this line has already been so greatly appreciated that its extension to Kismayu, and to certain stations in the interior, must

follow at an early date. The line has cost the Company £10,000, and it may be added here that, pending its extension to the interior and the construction of a railway, regular postal communication is provided as far as Kikuyu (350 miles) by a fortnightly service of mail runners, in connection with less regular despatches to and from Uganda.

The vast uplands of the interior present advantages of soil and climate, calculated, when railway communication is provided to the coast, not merely to invite but to attract European enterprise and even colonisation, as suggested by Bishop Tucker and other competent authorities. Meanwhile the lands nearer to the coast claim more immediate attention by reason of their accessibility. To obtain authoritative information as to the value of those coastal lands, the Directors sent out a gentleman of large experience and high qualifications as an expert in tropical agriculture, to examine and report upon the character and capabilities of the districts along the coast. Several long and interesting reports have been received from this gentleman bearing emphatic testimony to the general fertility of the soil and its suitability for the production of many of the most commercially valuable tropical products, such as cotton, indigo, cocoa-nuts, cereals of various kinds, oil seeds, ground nuts, tobacco. Large quantities of india-rubber and gum copal are found to be easily obtainable. The climate and soil are so favourable to native Indians that the Directors have contemplated from the first the colonisation of the vast unoccupied areas adjacent to the coast with British Indian families of the agricultural class. The prosperity of these would

be assured where so many of their countrymen have for years been settled as successful traders, and where congenial conditions of soil, climate, and government exist; while the relief which so eligible an outlet would afford for the surplus population of India hardly needs to be referred to. But in this, as in other matters affecting national interests as much as those of the Company, the Directors have been met by the same unsympathetic disinclination on the part of Government authorities to lend any co-operation. The Government of India have not up to the present extended the Indian Emigration Act to the territory administered by the Company. The consequence is that no encouragement has been afforded to open this field to Indian agriculturists, many of whom could advantageously settle there, where extensive and fertile lands are lying uncultivated close to the British East African sea-ports.

In addition to the valuable agricultural investigations and reports of Mr. W. W. A. Fitzgerald, the gentleman above alluded to, extensive geological examinations of the country were carried out by Messrs. Hobley, Walcot Gibson and Macallister from the coast to Mount Kenia and Uganda.

Such cultivation as is at present carried on is retarded by the want of effective labour. With a view to promote the substitution of free for slave labour, necessitated by the number of slaves liberated, and by the impending total abolition of domestic slavery in the Sultan's territory on the mainland, inducements have been held out by the Company to resident tribesmen to hire themselves for daily wages, with results on the whole satisfactory, on

plantations worked by the local administration. The usual obstacles have been encountered from the apathy and ingrained habits of idleness characteristic of negro races in a state of barbarism, but the experiment has been so far successful as to reconcile Arab slave-owners to the consequences of the change now rendered progressively inevitable. The result aimed at would no doubt be accelerated by the admixture of an Indian agricultural population expert in improved methods of cultivation and in the use of labour-saving appliances, as well as socially raised above the level of the African.

What the Company has accomplished, in a cause which appeals so powerfully to British sympathies, is to be estimated not only by the extent to which freedom has actually been given to slaves, but by the much more important effect it has had in discrediting the institution, not only as existing in the form of vested interests, created and sanctioned by the law of the country on the coast zone, but as prevalent under more fatal conditions, though in varied degrees of oppressiveness, throughout the more or less primitive and uncivilised tribes and communities of the interior. At the coast and on the islands of Zanzibar and Pemba the eradication of the evil must necessarily be gradual as the result of inaction produced by general restrictive acts of authority. These should be directed to stop the supply, but could not legally be extended retrospectively to the unconditional emancipation of existing slaves in the Sultan's dominions.¹

¹ In 1873 Sir John Kirk extracted a Decree from the Sultan of Zanzibar declaring illegal the further export of slaves from the main-

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What the Company has accomplished, in a cause which appeals so powerfully to British sympathies, is to be estimated not only by the extent to which freedom has actually been given to slaves, but by the much more important effect it has had in discrediting the institution, not only as existing in the form of vested interests, created and sanctioned by the law of the country on the coast zone, but as prevalent under more fatal conditions, though in varied degrees of oppressiveness, throughout the more or less primitive and uncivilised tribes and communities of the interior. At the coast and on the islands of Zanzibar and Pemba the eradication of the evil must necessarily be gradual as the result of inaction produced by general restrictive acts of authority. These should be directed to stop the supply, but could not legally be extended retrospectively to the unconditional emancipation of existing slaves in the Sultan's dominions.¹

¹ In 1873 Sir John Kirk extracted a Decree from the Sultan of Zanzibar declaring illegal the further export of slaves from the main-

At the coast the number of such slaves is comparatively limited, and is undergoing a process of reduction by arrangement with the owners, which enables the individual slave by consent to work out his own liberation on terms which involve no legitimate grievance to either party. Of this class 223 have been freed and have received certificates of manumission. In addition, 1422 runaway slaves who had taken refuge at missionary stations were restored to freedom on 1st January 1889, through payment on their behalf of 25 dollars per head to their masters, whose claims to their recovery were thus compounded by special agreement, and whose threatened action to make good their claims by force was averted. To Mr. G. S. Mackenzie, then Acting Administrator at Mombasa, is due the merit of the methods which have been attended with such satisfactory results, and which are directed to promote so largely the practical extinction of domestic slavery. It is further to be added that 326 slaves have been freed in special cases by order of the Company, 81 have been freed by their owners, and 201 have obtained freedom under the Decree of August 1,

land of Africa, either to other parts of his own dominions or to foreign countries. It follows that every new slave since acquired in Zanzibar or Pemba has been illegally obtained, and the strict application of this law would probably affect most of the domestic slaves now held. A decree of immediate and unconditional emancipation, say on the lines of the Indian Act of 1843, would therefore, as far as regards the majority perhaps of existing slaves, be strictly legal. But in view of the fact that the Decree of 1873 has not been enforced by the Sultan so as to prevent or punish the importation of slaves from the mainland, and that its contravention by the Sultan's subjects has been passively sanctioned, the question arises whether Government would be prepared to confiscate such proprietorial rights as have been acquired under the connivance referred to, by an act of general emancipation without compensation. See Appendix No. 13.

1890, in consequence of their owners dying without lawful children.¹ The total number who have thus obtained freedom during the Company's administration is 2387.

The railway and other public works of the Company, and the requirements of the numerous caravans constantly proceeding to the interior (a form of employment much preferred by the coast people), not only furnished the slaves with ample opportunities to work out their freedom, but provided employment for them after obtaining it. They were thus ensured against the destitution which might under other circumstances have fallen upon them when suddenly deprived of the right of maintenance on the plantations of their masters. No more important provision can possibly be kept in view in connection with any scheme of general or even of partial emancipation than that of the means of self-support for liberated slaves of both sexes when left to their own resources. The arrangements of the Company kept this contingency always in view, even to the extent of giving preferential employment on the wages of free labour to persons of the class in question. The arrangements set on foot in connection with runaway slaves had also an influence beyond their immediate object. The very low sum fixed as the price of freedom, taken in conjunction with the total stoppage of the supply from the interior, has operated to raise the demand for free labour. In Witu, the principle of self-redemption was also introduced by the Company

¹ Article 4 of the Decree of August 1, 1890. The various decrees, etc., relating to slavery and the slave-trade may be seen in Appendix No. 13.


at the time of the settlement of that country, with the further important provision, already mentioned, that domestic slavery in the British Protectorate on the mainland shall cease to exist in 1896.

The permanent establishment of British authority in the dominions of Zanzibar was a fact, the significance of which was not lost on the minds of slave-owners in relation to the future of slavery, and it has disposed them to consider any proposals for emancipation which do not, on the one hand, amount to confiscation of lawful property, or, on the other, involve disaster to the shambas hitherto dependent on slave labour. In the absence of such a controlling influence successive decrees obtained from the Sultan of Zanzibar by Sir John Kirk and his successors, directed against the slave-trade, and on the Kismayu coast abolishing slavery altogether, had from the nature of the case remained inoperative, except in so far as the slave traffic at sea has been checked by the unceasing vigilance of the British cruisers; and, under the same conditions of rule, not much was to be expected from the promulgation of further decrees in the future. But the same conditions have ceased to exist. It is generally recognised by all concerned that, in one way or another, the institution of slavery in the Zanzibar dominions is doomed. Hence the practical acquiescence of the native communities on the coast in the methods referred to, attributable primarily to the action and influence of the British East Africa Company, exercised through its agents.

In the interior, where the Mohammedan law does not prevail, and where domestic slavery is a practice deriving

from traditional and universal usage and having its origin in tribal feuds, the custom is an incident of mere barbarism which must be made amenable to authoritative restrictions, and this and other kindred practices will disappear *pari passu* with the establishment of good government. One of the first acts of the Company in virtue of its treaty relations with the tribes was to institute a condition which should have the force of law, that no member of such tribes can be reduced to or held in servitude. Its effect is to put an end to the supply of slaves hitherto recruited from the tribes in question, seeing that any member of those tribes discovered in servitude at the coast becomes *ipso facto* entitled to his freedom without right of compensation on the part of the master.

In this way, and in this way only, can the evil of slavery be finally eradicated, though, as all who are conversant with the conditions of trade and travel in East Africa are aware, if this trade and travel are to be possible in the near future, the law referred to must be supplemented by the construction of the projected railway and by the introduction and organisation of animal transport, thereby promoting development of the mineral and agricultural resources of the country, giving a stimulus to free labour, and removing the motive to inter-tribal raids for the purpose of converting human beings into beasts of burden and objects of barter.



CHAPTER XV

FISCAL CONDITIONS OF CONCESSIONS

THE terms on which the Company administers those parts of the coast belonging to the Sultan of Zanzibar are based upon the provisions of Article 9 of the concession of the 9th of October 1888, as regards the annual payment of a fixed amount of customs revenue to the Sultan. In connection with this article of the concession other provisions existed at the period of the settlement which had to be taken into consideration. Article 2 of the concession provided that all costs of administration should be paid by the Company; Article 4 laid down that the Company's exercise of the powers conceded for the regulation of trade and commerce should be in conformity with existing treaties between the Sultan of Zanzibar and foreign States; and Article 9 granted to the Company 'the right to claim and exercise any right, privilege, or power granted by his Highness the Sultan to the German East African Association in Article 9, or in any other Article of their concession.'

The General Act of the Berlin Conference, dated 26th February 1885, decreed complete freedom to the trade of all nations within certain limits of the continent of Africa extending, as regarded the eastern coast, from 5 degrees of north latitude to the mouth of the Zambesi. Within

these limits commercial access was free to all nations and all import, transit, and differential dues, and all monopolies, were forbidden. But the Berlin Act exempted from the operation of its Free Trade Articles the territories of any independent sovereign state within the defined zone, where such state declined to adopt them. Accordingly, on the 8th of November 1886, the Sultan of Zanzibar, in accepting the provisions of the Berlin Act, formally attached by the advice of her Majesty's Government, 'the reservation that his adhesion to the said Act shall not involve and shall not be held to signify his acceptance of the principle of commercial liberty, which according to Article 1st of the said Act, is not applicable to these territories in the eastern zone therein defined, except so far as he shall give his consent thereto.'

While still an independent sovereign he thus safeguarded the sources from which the rent payable to him by the Company was derived under the concession. The treaties between the Sultan and foreign States by which the Company was bound under Article 4 of the concession exempted subjects of those states from all taxation within the Sultan's dominions 'whether for their persons, houses, lands, or goods,' except certain authorised import and export dues specifically named. The class chiefly benefited by this exemption was that formed of British Indians, who were by far the most numerous and most wealthy foreign element residing on the coast.

These treaties, and the Berlin Act, were the only instruments external to the concession which touched the principle of the revenue settlement between the Company and the Sultan. There were, it may be remarked, two

fiscal settlements between the Company and the Sultan, the first in reference to the Concession of 1888 embracing the coast from the Umbe river to Kipini, and the second supplementing the former and applying to all the Zanzibar dominions held by the Company. It was in connection with the first settlement that the principle was established which governed the second.

The Concession of 1888 was signed by Sultan Khalifa, but its terms had been negotiated with Sultan Barghash, who had agreed to a substantially identical instrument in May 1887. In the interval, however, the German Company had received its Concession, and the conditions of this document caused the insertion of some new and important stipulations in the British East Africa Company's Concession of 1888, which are to be found in Articles 9 and 11. The basis upon which the annual payment to the Sultan under the Concession was to be made, is expressed in the same words in Barghash's grant of May 1887, and Khalifa's of October 1888. 'The Company hereby guarantees to his Highness the whole amount of the custom duties which he now receives, both from import and export trade of that part of his Highness's dominions included in the Concession.' The annual average—it was provided by the Concession of 1888—was to be fixed after the first year's experience; and during this first year the Company was granted 'the right to claim all and every pecuniary and other advantage connected with the administration of the coast and customs which is guaranteed under similar circumstances to the Germany Company in their Concession.' The advantages pointed to in this clause are those connected with the

first year's operations which are secured in the 9th Article of the German Concession,—namely, the right of the Company to deduct from the customs collections the amount of the expenses incurred in collecting the duties, this amount not to exceed 170,000 rupees for the year. The German Company was also allowed a commission of 5 per cent. on 'the net revenues paid to his Highness.'

The outbreak of the revolt which followed the inauguration of the German East African Company on the coast, and its disastrous effects upon the revenues of the Sultan of Zanzibar and upon his authority itself, made the new Sultan extremely unwilling to commit himself to possible further risks of a like nature by the grant of another Concession. The Sultan was disposed to be loyal to his British engagements as far as he could go with safety to himself. But in view of the situation which had arisen, it became necessary for the Company to meet the Sultan by waiving some of its legal rights in deference to the existing circumstances. With the greater part of his revenues lost, at all events for a time, by the revolt on the coast, the British East Africa Company could not hope to obtain the signature of a Concession, allowing it the same fiscal privileges during the first year as had been granted to the Germans. The right to claim the expenses of revenue collection was therefore waived, as well as that to the commission on the net balance paid to the Sultan. An undertaking to this effect was given by her Majesty's Consul-General to the Sultan, and was annexed to the Concession, and in consideration of this engagement the Concession was signed by Khalifa. After the first year

the future annual payment to be made to the Sultan was to be fixed. In determining this amount the Sultan had advantages on his side which he was doubtless justified in employing with all the effect of which they were susceptible.

The Concession provided that the Sultan was to be paid the whole amount of the customs duties which he then received, such amount to be an 'annual average' fixed 'after the first year's experience.' The Sultan, at the time of the settlement, found himself pressed on the one side to grant a concession of Lamu to the Germans, and on the other to keep a promise which he had made to grant it to the British East Africa Company. Against the strong pressure employed by the Germans in this matter, the British Government, on account of Imperial considerations of paramount importance elsewhere, were not in a position to support the Sultan very strongly, and his personal responsibility for the decision which he might come to was proportionally increased. The grant of Lamu to the Germans would have been fatal to the future of British interests on the east coast. The Company had therefore to choose between assenting to the Sultan's interpretation of the meaning of the financial clauses of the Concession, and virtually sacrificing his Highness's adherence to British interests in reference to Lamu and the Northern Ports. The Sultan claimed—

1. That the annual revenue or rental to be paid by the Company should be based, not on an 'average' as the Concession worded it, but on the actual results of the first or trial year alone. The advantages of this were obvious. During the first year the German ports were

closed, and some of their trade must have been added to that of the British coast; and the presence of the British Company, by the confidence which it inspired, and the order and regularity of collection, so largely augmented the returns of revenue as to nearly double the customs receipts in the twelve months.

2. That the payment to the Sultan should be determined by the amount of the gross revenue collected during the trial year, without allowing for the expenses of collection.

As regarded the first contention, the meaning of the word 'average' was plain enough, but its rejection did not make a difference that it would have been judicious to weigh against considerations of such moment as those which were then pending. The second contention, that in Article 9 of the Concession the words 'the whole amount of the custom duties which he now receives,' were to be interpreted as meaning the gross amount collected, and not the net revenue actually paid into the Sultan's treasury after deducting the expenses of collection, involved a question of much greater importance. The same form of words is used in the two Concessions to the British Company—that of Barghash in May 1887, and that of Khalifa in October 1888—and in the German Concession. The German Company had not reached any settlement with the Sultan which would have formed a precedent for its neighbour. It was obvious, however, in respect to the German Concession, that the stipulation for deduction of expenses of collection during the first year was presumptive of the application of the same principle to any further arrangement regarding the future. Nor was

it reasonable that any company should contract to pay the Sultan the gross produce of his customs and itself bear the gross burden of the expenses of collection and administration in the territory producing them. There was no prospective advantage adequate to justify such an arrangement, the Sultan being still entitled to a moiety of any future net revenue realised after paying his subsidy and the expenses. The Company was entitled to assume, and to accept the Concession upon the assumption, that the words 'the whole amount of the customs duties which he now receives' meant literally what they expressed, as it was clear the Sultan did not 'receive' that part of the custom revenue which was absorbed in the necessary expenses of collection and administration. It might be asked why, in view of the *ex parte* interpretation to which such a form of words was liable, the drafters of the Concessions, British and German, did not exercise more care to exclude such a possibility. The explanation is easy. The German Concession was drawn on the lines of the British Concession of May 1887, and the stipulation as to deducting expenses from the first year's collections doubtless expressed the German understanding of the principle to be followed in settling the future rental. In its second Concession the British Company guarded itself against any unfavourable interpretation of its liabilities by securing the right to whatever treatment might be given to the German Company. It had provided no such safeguards in the Concession of 1887, because the terms of the agreement were rightly apprehended by Sultan Barghash and the concessionnaires after ten years of negotiation, and there was no risk of any misunderstanding on either side. The absence of this condition on the part of the German

Company was doubtless what suggested in its Concession the explicit stipulation as to expenses.¹

Sultan Khalifa was entitled to ignore the presumed intentions of his predecessor, and to urge his own interpretation of the Concession as the right one. If there was any doubt—and there was room for some doubt—he had a strong claim to the benefit of it. Khalifa was not in the circumstances enjoyed by Barghash, and was justified in taking rather than giving. Besides, the Company had now an interest in the settlement that formed a consideration for which in equity it ought to pay. It wanted the Concession of Lamu and the Northern Ports, a concession, as it proved, of vital importance in the future, and by acceding to the Company's application the Sultan incurred the risk of powerful displeasure on another side. Under other circumstances the Company would have resisted the Sultan's claims and would have held to the terms of the Concession. In doing so there is no doubt it would have succeeded in obtaining more equitable terms; but under the present altered conditions it would have been not only ungenerous but in the highest degree impolitic to cavil at the arrangement which the Sultan was prepared to ratify. It was agreed that the rental payable to the Sultan for the coast then held by the Company—from Wanga to Kipini—should be fixed at

¹ See Appendix No. 12, *Article 9 of the German Company's Concession*. At the period of the first negotiations between Sultan Barghash and Sir W. Mackinnon, the late Sir Tharia Topan farmed the customs of Zanzibar. The article of the draft Concession of 1877 ran:—‘The concessionnaires, or their representatives, guarantee his Highness the same amount of customs revenue he now receives from Tharia Topan,’ and, after deducting all costs of collection, one-half of any surplus realised in addition. This latter was an advantage presumably not enjoyed by the Sultan in his lease to Tharia Topan, who, moreover, most certainly did not pay the Sultan the ‘gross’ amount of revenue collected.

the amount of the customs collected during the first year, 1888-1889, that is, 56,000 dollars (= 119,000 rupees). The settlement contributed somewhat to restore the shattered finances of the Sultan, and did much more to confirm him in his loyalty to British interests, which would have been virtually extinguished in East Africa had the Sultan ceded Lamu and the Northern Ports to our rivals.

The Company's responsibilities in connection with the ports north of Kismayu came to an end with the conclusion of the Anglo-Italian Agreement of the 24th March 1891. In the same month a new Agreement was made between the Sultan of Zanzibar and the Company, by which the latter's tenure of its concessions was extended in perpetuity in lieu of fifty years, the Sultan surrendered his right to the 50 per cent. of the net increase of revenue guaranteed to him, and the Company undertook not to press during his lifetime any claim for the commutation of the annual subsidy (or rent) by the payment of a lump sum. This subsidy or rental was fixed for the whole of the ports and territory administered by the Company at the sum of 80,000 dollars (= 170,000 rupees) per annum.

In a former chapter it was stated that the German East African Company commuted the annual payment due to the Sultan by the payment of a lump sum, thereby effecting a very considerable saving of money. Article 11 of the Concession of October 1888 guaranteed to the British Company 'all the rights, privileges, immunities, and advantages which are or hereafter may be enjoyed or accorded to any other Company or particular person to whom his Highness may have given, or may give, Concessions in any other part of his dominions similar to those granted by this Concession to the Imperial British

East Africa Company, or of a different character.' The German Company came under this category, and the British Company accordingly claimed the same privilege of commuting its annual payment to the Sultan as had been accorded to the other. On the 22nd of November 1890 the Foreign Office conveyed to the Directors the views of Lord Salisbury regarding their proposal. It was explained that it was the German Government, not the German Company, which had negotiated with the Sultan and obtained a cession of his dominions, and that the arrangement according to which the Company was to purchase, by capitalising, the pecuniary interest of the Sultan in the revenues 'was an incident, an essential incident, of the negotiation; but the leading feature was the transfer of territory to be placed, after the conclusion of the bargain, under the German flag.' To carry out the proposals of the British Company would require a parallel course,—i.e. the cession of the territory administered by the Company to the sovereignty of the British crown. It was therefore evident, Lord Salisbury pointed out, that 'Imperial interests were directly concerned' in the Company's proposals—a class of interests of whose exigencies the Company had had frequent experience—and there were very obvious difficulties, such as the existence of slavery, in the way of placing the territory under British law. On the whole, it was the opinion of Government that the sovereignty of the Sultan was a less inconvenience, especially as its transfer to Great Britain would not free the Company from the obligations of the treaties with other Powers. 'For these reasons,' the despatch added, 'it will, in his Lordship's opinion, not be advisable to disturb for the present the position of that part of the

mainland which will remain under the Sultan's flag after the transfer of the southern portion to Germany.'

While the Government thus stood in the way of the Company obtaining the same privilege as the Government of Germany obtained for the German Company, and, a month or two later, telegraphed to the British Consul-General at Zanzibar 'that if the Company's Administrator should prefer a claim to commutation on the ground that the British Company is entitled to equal treatment with any other Company'—(as the Concession expressly guaranteed)—'he would not be justified in supporting it'; it was nevertheless conceded to the manifest justice of the case, 'that if the Administrator should obtain the consent of the Sultan to stipulations under which the Company should be granted the power of commutation, her Majesty's Government will offer no objection to the arrangement on condition that it be provided that the power shall not be exercised without their assent.'

In the Agreement of 5th March 1891 the Sultan, Seyyid Ali bin Said, acknowledged his liability to the commutation claim when he gave his assent to the Company's right of exercising it by stipulating that it should not be put in force during his lifetime except at his own request or initiative, or with the consent and approval of her Majesty's Government. This compromise was obtained by the extension of the term of the Concessions in perpetuity and the surrender of the Sultan's claim on future surplus revenue.

On the 1st of February 1892 her Majesty's Agent and Consul-General formally declared Zanzibar a free port, and from that date all articles imported from foreign countries were free from import duties, except alcoholic liquors, petroleum and all explosive oils and dangerous

substances, and arms and munitions of war. The regulation applied only to the port of Zanzibar, but it was calculated to exercise a prejudicial influence on the customs receipts of the neighbouring mainland administered by the Company, by giving rise to a system of smuggling necessitating the organisation of a preventive service. The Directors addressed a strong representation to Lord Salisbury pointing out the serious change made in the conditions of the contract between the Sultan and the Company by a regulation favouring the interests of one part of the dominions which, deriving a considerable fixed revenue from the other, contributed nothing towards its administration or development. It was submitted that the exercise by one party of the power to modify the conditions upon which the contract was based, justified the other party in claiming a corresponding modification of the stipulated consideration. It was urged, further, that the existing settlement had been largely influenced in the Sultan's favour out of personal considerations towards his Highness, but that the Company was no longer under the obligation of such considerations, the advantages secured to the Sultan by the settlement having now passed to the Government of Zanzibar, from the revenues of which he was merely provided with a civil list. The sovereignty of the Sultan had thus lapsed into the British Protectorate, and existed but in name without the shadow of executive authority.

In reply to this communication, which the potential operation of the new regulation in the interest of the Protectorate rather than its immediate effect *per se* rendered necessary, Lord Salisbury expressed regret that the arrangements should be thought to press hardly upon

mainland which will remain under the Sultan's flag after the transfer of the southern portion to Germany.'

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the Company, but added that he was not prepared to press the Government of Zanzibar to revise its financial relations with the Company. This decision, however, was based upon the argument that while it was right for Zanzibar to protect itself against the competition of 'powerful administrations on the mainland, which was formerly under the control of the Sultan'—the administrations being those of Germany and the British East Africa Company—the latter should not be allowed 'the policy of prospering at the expense of the former.' But in thus declaring that what was law for Zanzibar island was not law for the Zanzibar mainland administered by the Company, the point of the Company's remonstrance appeared to have escaped attention. It was not the policy of the change which the Directors questioned, but the right of the Zanzibar Government under British auspices to modify the bases of a contract to its own benefit in disregard of the interests of the second party.

This matter has been so fully explained because it marks the beginning of a new order of things at Zanzibar consequent upon the establishment of the British Protectorate, in which the rights of the Company under its Concessions are subordinated, when necessary, to the interests of the Zanzibar Government, as freely as the interests of the Company under previous conditions had been obliged to give way to considerations of Imperial policy.

In October 1891 an administration was instituted at Zanzibar worked exclusively by British officials, and under the supervision of her Majesty's Agent and Consul-General. On the following 1st of February Zanzibar was declared a free port. But there was another change in preparation which the Directors felt it their duty to

resist to the utmost when they became aware of its nature and possible consequences. On the 2nd of April 1892 the Brussels Act came into operation, a measure to which the Directors were ready to give the warmest support. They took early steps to be prepared to put the Act in force in their territories, especially those parts of it directed against the importation of arms and gunpowder, and alcoholic liquors. A Declaration had been added by the Powers to the General Act, having the effect of so far modifying the Free Trade clauses of the Berlin Act as to empower states enjoying sovereignty or possessing protectorates in Africa to impose an import duty not exceeding 10 per cent. *ad valorem* for the purposes of the Brussels Act. The Powers on the west coast fixed this tariff at 6 per cent., and those on the east coast at 5 per cent. By the terms of the Sultan of Zanzibar's adhesion to the Berlin Act an import duty, fixed by the treaties at 5 per cent., was levied in his dominions on all imports by sea, and the new regulation merely replaced the treaty-tariff at the coast by another similar in amount, and extended it to the inland frontiers. The Agreement respecting the tariff of the eastern zone of the Conventional Basin of the Congo was signed at Brussels on the 22nd December 1890 by the delegates of Great Britain, Germany, and Italy.

On the 22nd of June 1892 her Majesty's Government sent a notification to the Powers Signatories of the Berlin Act informing them that from the 1st of July the dominions of the Sultan of Zanzibar would be placed within the Free Zone—from which the Sultan's act of adhesion of 8th November 1886 had excluded them. The effect of the change was stated in the notification to be

that 'the whole of the Sultan's dominions, including the islands of Zanzibar and Pemba, and the mainland territory under the administration of the Imperial British East Africa Company, will, from the above-named date, be placed permanently in the same financial position as that in which the Congo Free State was placed by the provisions of the Berlin Act, afterwards modified by the Declaration annexed to the Brussels Act. The existing system under which the tariffs and duties are regulated by commercial treaties with individual Powers will be extinguished by the substitution for it of the system framed for the Free Zone by the assembled Powers in 1885.'

As the extinction of the system under which the tariffs were regulated by the commercial treaties meant the extinction of the system on the conditions of which the Company's Concession was based, the act of proclaiming Zanzibar territory within the Free Zone was one fraught with grave possibilities of injury to the British East Africa Company, and was an act, irrespective of its consequences, overtly affecting the validity of the contract between the Sultan and the Company. This fundamental change in the conditions of their Concession had been made, too, without reference to the Directors, whose first knowledge of it was gathered from an incidental allusion to the subject in a letter from the Foreign Office on the 6th of May 1892. No hint was vouchsafed of the effects of a measure so innocent in its expression, yet so **pregnant** with injury to the future interests of the Company. This letter referred to the Directors an inquiry on the part of the German Government for further information in regard to the application of the Free Zone tariff of the Congo Act to the Company's territory.

As this territory lay partly within, and partly without, the operations of the free trade system of the Berlin Act—the excluded part being that belonging to the dominions of the Sultan of Zanzibar—the Directors, after formally declaring that ‘the position of the Imperial British East Africa Company as regards territories administered under the Sultan’s Concession is now as it was in the islands of Zanzibar and Pemba prior to the abolition of import duties,’ proceeded to state their views as to the effect of the new tariff in the ‘free zone’ which the Company administered under its Charter beyond the ten-mile coastal limit, and as to the effect of the extension of the Free Zone system to the territory held under Concession. No answer to this letter was received from the Foreign Office, until the announcement of 25th June that the whole of the dominions of the Sultan were to be placed under the Free Zone system, and that the fiscal system on which the Company’s Concession was based was thereby extinguished. The Directors re-affirmed their view that the change was not competent to modify the conditions of the Sultan’s Concession or affect the disposal of the duties collected thereunder,—or, as they repeated on 4th November, that it ‘could not modify the conditions of an existing contract between the Sultan of Zanzibar and the Company, already recognised and confirmed by her Majesty’s Government.’ One of the grounds supporting this contention was the fundamental one that a contract cannot be varied or altered without the consent of all the parties to it. The consent of the Company had not been sought, nor indeed had the Directors been informed of the steps which were being taken until they made the incidental discovery before referred

to. A lengthy correspondence¹ ensued between the Directors and the Foreign Office, in which the latter contended that the former were aware of the Sultan's intention to place his dominions within the Free Zone, and had assented to his doing so. This the Directors denied, as an incorrect construction of their statements. As already stated, the reference of the German inquiry by the Foreign Office on 6th May was the first, and was only an incidental, intimation of what was going on with regard to the Free Zone policy; and in replying to that letter the Directors guarded the Company's position *in limine* distinguishing between the territory held under Charter (included in the Free Zone), and that held under Concession (excluded from the Free Zone). The conditions on which the Company was willing to assent to the extension of the Free Zone system to the ten-mile territory were expressed in the view that in the event of the ten-mile coast zone being assimilated to the rest of the territory inland, and placed under the joint action of the Berlin and Brussels Acts, it would be understood by the Company that the 5 per cent. duty on imports now levied under treaty would be replaced by a similar duty under the Declaration of the Brussels Act, 'that the special tariff in the British and German treaties should disappear, and the Company would be free to deal with produce and exports, as also to impose personal and property taxes as it now can (with the approval of her Majesty's Government) outside the ten-mile zone.' These conditions not having been accepted, the Directors, on

¹ See Appendix No. 14, Correspondence relating to the placing of the Company's Concession territory in the Free Zone.

the part of the Company, retired to the *status quo ante* in order to preserve the Company's full rights.

With reference to the contention of the Directors for the fundamental principle that a contract cannot be changed or in any way dealt with except with the consent of both the parties to it, her Majesty's Government answered, on the 24th February 1893, that the relations between the Sultan of Zanzibar and the Imperial British East Africa Company were not derived from a contract at all, but from a mere 'delegation.' This official interpretation of the position of the Company under its Concession deserves to be quoted in full:—

'I am to state,' says the Under Secretary of State for Foreign Affairs, in his letter of the 24th February 1893, 'that the fresh contention advanced in your letter of 16th December, that the Sultan's acceptance of the invitation of the Powers is incomplete without the acquiescence of the Company, is absolutely untenable. His Highness in delegating to the Company the administration of a portion of his dominions retained his sovereignty. In the exercise of his sovereign powers he adhered to the Berlin Act, and subsequently completed his acceptance of its provisions by placing his dominions within the Free Zone. The Company, which has no voice in his council, is bound to the same extent as officers administering other portions of his dominions to accept the ruler's action, and to administer in accordance with it. Should it decline to do so,' it was added, 'it would be questionable whether its concession would not thereby be invalidated.'

As to this doctrine, it may be observed that the public relations of the Company and the Sultan had already been authoritatively defined by the Marquis of Salisbury

in 1890. In that year the Sultan of Zanzibar, on the advice of her Majesty's Agent and Consul-General, promulgated a Decree relating to slavery, the provisions of which the Company was required to execute. The Company's Administrator had not been consulted or notified before the issue of an ordinance for the execution of which he was made responsible. The Administrator remonstrated strongly against the constitutionality of the course adopted in regard to the territory, the administration of which was vested in the Company, without such previous reference to him as would have enabled him to communicate with his Directors and make the necessary preparations. Her Majesty's Agent and Consul-General asserted, on the contrary, that the Decree was the act of the Sultan, and as emanating from his Highness 'must have the same force in the territory under the administration and influence of the British Company as if decreed and enacted within the town of Zanzibar itself.' The Directors supported their administrator, and addressed to Lord Salisbury (on the 11th of October 1890) a strong representation of the points at issue, which were—

1. The right—'the absolute and undoubted right'—of the Sultan to issue decrees to his own subjects located in the British sphere of influence without previous concert or communication with the representatives of the Company.

2. The medium by which such decrees should rightly be promulgated.

3. The responsibility of her Majesty's Consul-General for the enforcement of such decrees in supersession of the authority of the Company's agents.

The Directors thought the principles involved to be of sufficient importance to call for an authoritative decision,

in order,' as they stated, 'to determine in the future the relations of the Company with his Highness as well as the official control of her Majesty's Consul-General over the Company's administration.'

The Decree in question was the famous franchise of emancipation, the most important clause of which had been set aside by the action of the Sultan only a few days after its issue. It served, however, the useful purpose of drawing from the Marquis of Salisbury an authoritative decision on the question at issue, in a despatch (No. 176) addressed to the British Consul-General on the 4th of November 1890. In relation to the letter of the Foreign Office above quoted, the following extracts from Lord Salisbury's despatch are interesting :—

'In order to prevent any misunderstanding in future, I am to state that, in Lord Salisbury's opinion, it should be regarded as an established rule that, in all matters affecting the part of the Sultan's dominions under the Company's administration, the Administrator should receive full information in order to enable him to express an opinion before a final decision is taken, and, if he wishes, to apply for instructions to his Directors.

'The portion of the coast in question is, of course, under the sovereignty of the Sultan, but it is the Company on whom fall the duties of administration, together with all the attendant responsibilities, risks, and expenditure; and it is therefore obviously reasonable that their officers should receive timely intimation of any measures affecting it, and should have the fullest opportunity of considering, in consultation with his Highness and her Majesty's representative, how the position of the Company would be affected.

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‘When decrees are issued by the Sultan dealing, directly or indirectly, with the portion of coast in the occupation of the Company, express reservation should always be made of the right of the administering Company to apply them in such manner, and at such time, as may in their judgment be best. Such a course would clearly not only be in the interest of the Company, but also in that of the Sultan, for his Highness would be liable to claims for compensation in the event of losses falling upon the Company in consequence of any action that had been taken by his Highness without due notice to them.’

There is no room for doubt as to the meaning of the foregoing decision, or as to the total want of correspondence with its terms which is shown in the Foreign Office pronouncement of the 24th February 1893, and in the course of action which led up to it. The fiscal system on which the contract between the Sultan and the Company was based has been arbitrarily altered in the name of one of the parties without the consent of the other, and on the advice of her Majesty’s Government. How far this action is in accord with the declarations of Lord Salisbury any one may judge; and a high legal authority has pronounced the action of the Sultan to be a plain violation of contract for which, if he could be sued in a British court of law, he would certainly be condemned in damages. The Sultan, however, is not amenable to the jurisdiction of British courts; and since a sovereign cannot be sued in his own courts except with his consent by way of petition of right, the Company is without legal remedy for the wrong done to it. Under the ægis of its charter it has the right to look for redress and support to

her Majesty's Government in such a case, but the unfortunate situation is that her Majesty's Government are also, as the protecting power, a party to the wrong, only free by a legal fiction from responsibility for the acts done on their advice.

The establishment of the Protectorate over Zanzibar, and the extension of the functions of the Diplomatic Agent and Consul-General to the control of the executive Government of the Sultan, have created an anomalous situation on the east coast which calls for a reconsideration of the relations existing between the Company and the Protectorate. This situation becomes further accentuated by the withdrawal of the Company from Uganda. The instructions of Lord Rosebery to Sir Gerald Portal in regard to his mission to that country indicate a perception of the anomalous relations and the conflict of interests created by the recent political and administrative changes on the coast, and of a remedy—an obvious and practicable remedy—in the annexation of the interior of the British sphere of influence to the Protectorate of Zanzibar, and in the re-absorption of the coast, now administered by the Company under its concession. The reports on the Zanzibar Protectorate, lately presented to Parliament,¹ illustrate in a striking manner the singular relations which prevail in the Protectorate. Whilst a surplus of revenue amounting to 170,000 rupees is derived from the customs paid by the British East Africa Company to the Government of Zanzibar, there is not, in any part of the public accounts of expenditure, past, present, or future, the most remote indication of an interest on the part of the Central Government in that

¹ *Africa* No. 4 (1893).

portion of the Sultan's dominions from which they obtain their surplus revenue. Thus, while paying nearly all the public revenue of its territory into the Zanzibar treasury, which contributes not one rupee towards the expenses of collection, administration, or development the Company is compelled to draw heavily on its own capital for these expenses. Her Majesty's Government have so far refused to give the Company the elementary right—which it certainly had been led to expect at an early stage of its operations—to tax British Indian subjects for the maintenance of the police and other municipal services from which that class derives the largest measure of advantage. It is time that some equitable arrangement were applied to a situation so hopelessly complicated that it can only be mended by being ended. The Company will be as ready to facilitate the transfer of its territory and property to the Protectorate of Zanzibar as it has always been to meet the views of her Majesty's Government in other respects. The Directors have grudged neither exertion nor money to the service of the nation in Africa, and they can point to the sphere of influence acquired, and so largely opened up to civilisation and good government, by the operations of the Company, as evidence of what the empire owes to it. For this, however, they seek no acknowledgment beyond the consciousness that they have done their duty under circumstances of no small difficulty; and they are willing to surrender all the results of their work, either to her Majesty's Government or that of Zanzibar, without further consideration than that which is equitably due to the interests of the shareholders whom they represent. The acquisition of so vast a territory to the state would

have been impracticable without the intervention of the Company, formed as it was in direct concert with her Majesty's Government; and the facility with which her Majesty's Commissioner has been enabled to realise the national policy is evidence of the value of the agency employed to initiate it.

This history cannot be more fitly concluded than by quoting the following extract from a speech by Mr. Burdett-Coutts, M.P., in the House of Commons on 6th February 1893, which ably and forcibly indicates the national services rendered by the Company in Africa:—

‘Sir, at the time of what I may call the scramble for East Africa amongst the European Powers, this Company, by its existence—in the earlier days by the fact that it was in embryo and ready to take a footing in these territories, and subsequently by the fact that it was there—afforded a justification for the claims of England to a share of that country, which the respective Governments of that time gladly welcomed. It is more true to say that the Government used the Company as an instrument for the delimitation of boundaries than that we drew the Government on to larger and wider responsibilities. The policy of treaty-making, followed up by effective occupation, has been undertaken by the Company, with the continued knowledge and sanction of her Majesty's Government; and every treaty we have made has been submitted to the Foreign Office. It has been a political policy, and in that aspect it belongs not only to the Company, but to the British Government. It has been what I may call the substantive part as distinguished from the diplomatic part of negotiations which aimed at the acquisition of a portion of East

Africa for England. I am aware that the hon. gentleman does not approve of this policy of acquisition, but there are a vast number of people in this country who do approve of it. Lord Granville, Lord Rosebery, Lord Salisbury approved of it. And the part we have played in it has given enormous assistance to those Foreign Ministers in carrying out that policy. It is in that light that we claim that we have acted largely in the national interest.

‘We played our part in securing that the British flag should remain on the east coast of Africa; that instead of having no port from Aden to Natal, the finest harbours on that coast should form a rendezvous for the British fleet; that the old established trade of thousands of our Indian fellow-subjects settled there should be saved from passing under the control of a Foreign Power; that at a moment when an iron band of prohibitive duties was drawn around Africa by every other Power, we opened a free highway into that country for the products of English manufacture. When we were hemmed in on both sides, north and south, by Germany, our position between justified the claim of the Government that Germany should confine itself to the south and leave the north to us; and in this connection I may say that so far from our evincing “land-hunger,” while the Sultan of Zanzibar conceded to us the whole of the northern ports up to Warsheikh we were content with the boundary of the Juba river and Kismayu, giving up to Italy over 400 miles of what had been conceded to us. When the doctrine of the “hinterland” was accepted, the fact that the Company *de facto* formed a base upon the coast substantiated England’s claim to this very country of Uganda. I am speaking of it in its widest sense as

including the Great Lake, the key of the Nile basin, the heart of the trade of Central Africa, and the link in the chain of communication from the Cape to Alexandria, for over the strip between Victoria Nyanza and Tanganyika, which does not belong to us, free communication of every kind is secured by the General Act of the Berlin Conference and by the treaty between Great Britain and Germany. The acquisition of the whole of these territories for England opened the way to the head waters of the Nile, and to the equatorial provinces which belonged to Egypt. This was the road to the equatorial provinces which General Gordon always advocated as the most practicable, and the best for the effective development of those regions.

‘But, sir, these are all parts at least of a political or national policy; and whatever we have gained ourselves, which, pecuniarily speaking, is as yet nothing, it is impossible to deny that the larger portion of our capital has gone in helping to secure these national interests, as represented by a territory nearly equal in area to British India.’

Regarding the reference of Mr. Burdett-Coutts, M.P., to the value of the fine naval harbours acquired by the Company on the east coast, the testimony already borne to the cordial support and co-operation invariably received from Vice-Admiral Sir E. Fremantle, K.C.B., and the officers of the squadron may be usefully supplemented by the following reports of the naval authorities on the character of the principal harbours between the mouth of the Umbe and that of the Juba.¹

¹ These are extracted from *The Africa Pilot*, Part III., 1889, chapter x., and the ‘Revised Supplement, 1892,’ page 75 to end.

Wasin harbour, between the island of that name and the mainland, east of the port of Wanga, is a safe anchorage in any weather, with from six to ten fathoms. Its eastern entrance is clear from danger, and on the west there is a navigable channel between Tanga and Wasin inside the reefs, which has not yet been examined; but in 1878 the *Fawn* found no difficulty in proceeding from Tanga island as far as Gomani Bay.

Mombasa has several harbours. *Port Mombasa*, on the eastern side of the island, is one and a-half miles in length and about two cables in breadth, with good anchoring depths close to the shore on either side in most places. The anchorage is eleven to twelve fathoms water in mid-channel. *Port Tudor* is a land-locked harbour on the north side of the island, and is reached by a narrow winding channel on the east side of Mombasa island, which has depths of from eight to twenty fathoms, and more in places with bold shores. There are few more beautiful places than this winding channel with its steep wooded banks. The anchorage at Port Tudor is in from five to ten fathoms, mud; and although the passage is impracticable for a sailing ship on account of its windings, there is no difficulty for a vessel, however large, to steam up to the harbour. *Port Kilindini* is a fine sheltered harbour on the west side of Mombasa island, leading to Port Reitz, and is about two and a-half miles long by half-a-mile wide, with depths varying from six to twenty fathoms, and as much as thirty fathoms at each end of the port, where it is narrow. The harbour is available for all classes of vessels. *Port Reitz* is a fine inland harbour about four miles east and west by one mile broad, and may be entered without

difficulty through Port Kilindini, which forms the channel to it. There is anchorage in Port Reitz in twelve to fifteen fathoms, mud. In February 1890, Vice-Admiral Sir E. Fremantle anchored eleven men-of-war in this harbour.

Passing the harbours of Kilifi and Melindi, which are not so well sheltered at all times, Lamu Bay claims next notice, although it is partially obstructed by sand banks and exposed to the south-west monsoon. During the rest of the year there is good shelter in five fathoms. In Lamu harbour there is secure anchorage for all vessels that can cross the bar, which carries seventeen feet at low-water springs over a breadth of 160 yards.

Manda Bay, at the entrance of a large mangrove-lined creek, that runs many miles inland, is a magnificent harbour with deep water and room for the largest ships. It is situated between Manda and Patta islands, and is connected with Lamu harbour by a passage, available for boats at half-flood, northward of Manda island.¹ The anchorage is in six fathoms water.

Kismayu Bay, the northernmost anchorage on the east coast of Africa, is better than any other at present known northward of Manda Bay, and for this reason will always be valuable as a port of refuge for vessels of war cruising on this part of the coast. There is sheltered anchorage at either end of the bay, according to the direction of the wind, from three-and-a-half to four fathoms water.

¹ A tramway across Manda island to connect the harbour of Manda with the port of Lamu has been projected by the Company, and would possess the special advantage of being available all through the year. The cost would be small.

MEMORANDUM, on the effect as regards the Imperial British East Africa Company of the withdrawal by the Sultan of Zanzibar, acting under the advice of the protecting Power, of the reserve under which he gave his adhesion to the General Act of the Conference of Berlin, with remarks on the obligations imposed upon the Powers under that Act in commercial matters.

**By Sir JOHN KIRK, G.C.M.G., K.C.B.,
Late H.M. Diplomatic Agent and Consul-General at Zanzibar.**

At the time the Sultan granted the two concessions of May 24th, 1887, and October 9th, 1888, and entered into arrangements with the Imperial British East Africa Company regarding Lamu and the Northern Ports confirming the previous concessions in perpetuity, and not for a term of years as originally agreed to, he was the ruler of a sovereign state, the independence of which Great Britain, France, and Germany had formally bound themselves mutually to respect.

The Sultan had, previous to granting to the Company the concessions they now hold, entered into treaty obligations with certain Christian Powers, giving to such within his dominions ex-territorial rights over their own subjects, and among other things fixing the import and export duties to which their subjects were liable. The import

duty so fixed was collected at the common rate of 5 per cent. *ad valorem* on all goods when landed for the first time at any of the ports within his Highness's dominions, excepting only on goods previously declared as for transshipment to a specified foreign port. The 5 per cent. so fixed was paid to the Sultan irrespective of whether the goods so taxed were to be consumed within the Sultan's dominions or not ; so also as regards the tax on products shipped at any of the Zanzibar ports and exported, on which it was agreed that the fixed tariff duty was to be collected irrespective of whether such produce had its origin in the Sultan's dominions or came from countries beyond, such as then were the German Protectorates of Usagara, etc., which had been officially recognised prior to the British and German treaties being negotiated.

The produce tax above-mentioned was, however, defined and fixed in the tariff annexed to the treaties, the Sultan thereby abandoning the sovereign right he otherwise had till then enjoyed of charging produce duty at a variable rate, and even of holding the monopoly, recognised in all the previous treaties, of the most valuable articles of export, such as ivory and copal.

When in 1886 the Sultan joined the Act of Berlin he did so with the same reserves as Portugal, thus preserving all his prior existing fiscal rights intact. It was under these conditions, and with his rights intact, that his Highness granted to the Company their right under the concession among other things to occupy in his name all ports and forts, etc. etc., included in the limits of the concession ; to establish custom-houses and to levy and

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conditions imposed by the 1844 Convention, as it now is by the provisions of the 1878 Conference of Brussels, upon the Sultan to reserve or withdraw these reserves as he may see fit. This is necessary in order to prevent the effect of the Sultan's withdrawal of his reserves upon the position of the Compagnie.

The Berlin Act embodies an important principle applicable over a large part of the Conventional Basin of the Congo. It provides that the dominions of Zanzibar might be included in the sphere of influence of the sovereign, be included or excluded in whole or in part—that is, with or without the consent of the Sultan—posed, and which was fully accepted by the Powers. It exists—as must be the case in the case of the signatory Powers after the Berlin Conference—in which case reserves are not permitted. The first general principle affecting the Congo shall for a period of twenty years

the Powers, that in such parts of Africa taxes are alone to be collected on behalf of the state in which the goods or products, whether imported or exported, are to be consumed, or where they originate. The principle of free transit insisted upon in the Act excludes therefore all taxation of goods or products elsewhere than in the countries of consumption or production, and allows the collection in other districts of only such a sum as may be levied in the way of fair compensation for expenditure in the interests of trade, and of no other.

The total prohibition of import dues declared in the Berlin Act in countries subject to the full operation of the free transit clauses was so far modified by the General Act of Brussels as to allow of an import duty being collected by the eastern Powers, having influence within the zone with which alone we have now to do, in case of necessity, at the rate of 5 per cent., but only under the reserve which was insisted upon by the British Government and inserted in the protocols, that the proceeds of this new tax shall be used and expended for the purpose only of carrying out the provisions of the Brussels Act—*i.e.* for the suppression of the slave-trade in the manner therein laid down ; and that the principle of free transit is not affected. It will thus be seen that a state such as Zanzibar, which comprised only a coast-line reaching not more than ten miles inland, but commanding all the ports of entry and exit to and from the interior, and depending as it did almost entirely upon taxes on goods entering or coming out of the interior (the commercial treaties with foreign Powers excluding other taxation), would lose the greater part of its revenue by adhering to the full fiscal

system of the Berlin Act, for by so doing it would be deprived of the whole of the 5 per cent. import duties on goods which it, under its reserves, had a right to devote to any object, and which the late Sultan did delegate by a perpetual arrangement to be collected by the Company and handed over to himself to be expended as he thought fit ; and would as regards import duty acquire a right to 5 per cent. on such goods only as were to be consumed within the ten-mile coast zone of his territory, this limited amount having moreover to be devoted to the slave-trade suppression, and not to general purposes, or used for payment of the rental due to his Highness under the concession. The bulk of the duty on imports would thus be lost to the Company, for the trade goods used in the purchase of ivory in the interior—which otherwise under the commercial treaties are liable to duty—would thus be entitled to pass free in transit, while the country beyond, where the goods are consumed, would collect and keep the new import tax to the detriment of the coast revenue.

The effect of the withdrawal of the original reserves upon the Sultan's coast revenue from export on country products would be still more disastrous, for here all ivory, hides, and other valuable produce coming from beyond the ten-mile coast zone would cease to pay at the coast any duty whatever, but pass out free in transit, having previously paid to the Government of the state whence it came any duty that state might be pleased to impose, the Berlin Act placing no restriction whatever upon the amount of produce or export duty levied by the state of origin of the goods. Thus not only would Zanzibar,

or rather the Company, lose the export duty, which, like the import, the Sultan had previously assigned as part consideration for an equivalent payment by the Company to him in perpetuity, but there would cease to be any guarantee that only a moderate duty, such as that agreed to by the Sultan in the tariff attached to the commercial treaties, would be collected.

The Sultan therefore acting under the advice of the British Government, the protecting Power, has by withdrawing the reserve under which he originally joined the Berlin Act and contracted with the Company for payment in perpetuity to him of a fixed yearly sum representing the custom collections as they then were, deliberately annihilated the source of revenue which he sold, and clearly broken his contract.

It may be certainly assumed that had the Company's concession been held as was that of M. Greffulhe for the coining of money, by the subject of a foreign Power, the protecting Power would have been compelled to place the question in an equitable way of settlement as it was in the case above referred to, and this no doubt would have been done in the case of the Company had the British Government not in the meantime become a party interested in the case, in fact the reversionary of the duties thus diverted from that part of the Sultan's dominions held by the Company, and of which the Company was wrongfully deprived.

The course followed by withdrawal of the reserves and full adhesion to the Act of Berlin is not what the Sultan, acting in his own interest had he retained the administration of the coast in his own hands, would ever have taken

nor did the British Government in 1886, then a foreign but a friendly Power, having no interest of its own to serve, advise him then to take it; on the contrary, the British Government then advised him in giving his adhesion to the Act to reserve as he did his full fiscal independence, when he would be, as was then pointed out to his Highness, in the same position in which Portugal now stands in her Mozambique possessions—that is, with his original rights of taxation unimpaired; or as Germany still does in that part of the Zanzibar dominions purchased before the Sultan had withdrawn his reserves.

As the full extent of the operations of the Berlin and Brussels Acts is not fully understood, the above memorandum has been written in order to show clearly that nothing is gained by the trading community by the change, but that it is simply a spoliation of Zanzibar—that is, of the Company—for the benefit of others.

The result of past arrangements as regards states on the eastern side of Africa within the Free Trade Zone is at present that the Government of the territories held by Portugal from the mouth of the Zambesi to the Rovuma although within the Conventional Basin of the Congo, does, in virtue of the reserve under which Portugal joins, collect any import or export duty it thinks fit, collect transit dues and create any monopoly in trade or otherwise, being in no way hampered by the commercial provisions of the Berlin Act by which so far Portugal is in no way bound. The navigation of the rivers Zambesi and Shire is under certain conditions open to trade, and there by agreement with Great Britain goods can reach our Nyassa Protectorate free of import duties, but once landed

it is only such goods as are for consumption in our Protectorate that pay the 5 per cent. import to our Nyassa Administration ; all goods landed in our Protectorate and declared as for German or Portuguese possessions on the Nyassa Lake or for transport to Tanganyika, to the Congo State, or for German territory, are entitled to pass free of duty through our administration and over our roads, being taxed the 5 per cent. import duty allowed by the Brussels Act only by and for the state where the goods are to be consumed. So likewise as concerns products such as ivory, gold, copper, hides, coffee, etc. ; these if originating in our Nyassa Protectorate will pay duty to us at any rate we choose to fix ; but the same products, if originating in and sent from German, Portuguese, or Congo Free State Protectorates, on Nyassa or Tanganyika, and sent in transit through our Protectorate, will pay to those states any duty that may be fixed by such states and thereafter pass free through our whole line of communication by land or water.

Following the east coast of Africa from where the Portuguese dominions now terminate at the mouth of the Rovuma, the whole coast without a break is held by Germany as far north as the Umbe river ; and although the district so held is to it a new possession, yet having been acquired from the Sultan of Zanzibar by purchase subsequent to the ratification of the Berlin Act, that Power refused to be bound by the Free Trade and fiscal rules of that Act on the ground that Germany is the successor of the Sultan of Zanzibar, and of his previously expressed reserves. Germany being a great power is able thus to set aside the operation of the Act in that question and to use

her independent right of taxation, of imposing transit dues, and of granting monopolies; she is not even bound by the obligation by which the Sultan's power at the time of the cession to Germany was limited and regulated under the commercial treaties. The only part of the east coast of Africa that is therefore under the full operation of the free transit rules of the Berlin Act is that held by the Company, together with the insignificant part between Kipini and Kismayu now become a direct British Protectorate, but dependent in a great measure on the Company's ports of Lamu and Kismayu for trade access with the interior. The British sphere of influence in Uganda and generally beyond the Sultan's ten-mile coast zone of territory is under the full operation of the Berlin Act, and it is with the object of collecting for the benefit of these new administrations the dues which the Sultan previously held, and which with the cognisance and encouragement of the British Government he transferred for an annual money payment to the Imperial British East Africa Company, that the protecting Power has now used its influence and caused the Sultan to withdraw his reserves, demanding from the Company at the same time full payment of the rent which these reserves were assigned to meet.

JOHN KIRK.

July 27th, 1893



APPENDICES





APPENDIX No. 1

CONCESSION GIVEN BY THE SULTAN OF ZANZIBAR TO THE BRITISH EAST AFRICAN ASSOCIATION

PREAMBLE.

His Highness the SEYYID BARGHASH-BIN-SAID, Sultan of Zanzibar and its East African dependencies, hereby grants the following concessions for a term of fifty years to the Corporation or Association under the presidency of Mr. WILLIAM MACKINNON, hereinafter to be called the British East African Association, or the Association who, on their part, agree to accept the accompanying obligations.

ARTICLE I.

His Highness the Sultan makes over to the British East African Association all the power which he possesses on the mainland in the Mrima, and in all his territories and dependencies from Wanga to Kipini inclusive, the whole administration of which he concedes to and places in their hands to be carried out in his Highness's name, and under his flag, and subject to his Highness's sovereign rights; but it is understood that the Association is to be responsible for all the affairs and administration of that part of his Highness's dominions included in this concession, and that his Highness the Sultan shall not be liable for any expenses connected with the same, nor for any war or 'diya' (blood-money), or for any claims arising therefrom, none of which his Highness shall be called upon to settle. No other but themselves shall have the right of purchasing public lands on the mainland or anywhere in his Highness's territories, possessions, or dependencies within the limits above named except through them, as is the case now with his Highness. He also grants to the Association or to their representatives the faculty of levying taxes upon the people of the mainland within the limits above named. His Highness further agrees to do all acts and deeds that may be necessary to give full effect to the terms of this concession, to aid and support the Association or their representatives with all his authority



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APPENDIX No. 1

CONCESSION GIVEN BY THE SULTAN OF ZANZIBAR TO THE BRITISH EAST AFRICAN ASSOCIATION

PREAMBLE.

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ARTICLE I.

His Highness the Sultan makes over to the British East African Association all the power which he possesses on the mainland in the Mrima, and in all his territories and dependencies from Wanga to Kipini inclusive, the whole administration of which he concedes to and places in their hands to be carried out in his Highness's name, and under his flag, and subject to his Highness's sovereign rights; but it is understood that the Association is to be responsible for all the affairs and administration of that part of his Highness's dominions included in this concession, and that his Highness the Sultan shall not be liable for any expenses connected with the same, nor for any war or 'diya' (blood-money), or for any claims arising therefrom, none of which his Highness shall be called upon to settle. No other but themselves shall have the right of purchasing public lands on the mainland or anywhere in his Highness's territories, possessions, or dependencies within the limits above named except through them, as is the case now with his Highness. He also grants to the Association or to their representatives the faculty of levying taxes upon the people of the mainland within the limits above named. His Highness further agrees to do all acts and deeds that may be necessary to give full effect to the terms of this concession, to aid and support the Association or their representatives with all his authority

and force, so as to secure to them the rights and powers hereby granted.

It is further agreed upon by the contracting parties that nothing contained in the following Articles of Concession shall in any way infringe or lessen the rights accorded by his Highness to the subjects or citizens of Great Britain, the United States of America, France, Germany, or any other foreign powers having treaty relations with his Highness, or the obligations which are or may be imposed upon him by his adhesion to the Berlin General Act.

ARTICLE II.

His Highness authorises the Association or their representatives to appoint in his name and on his behalf commissioners to administer any districts in his Highness's possessions included in the limit of territories named above, except as hereinafter provided; to appoint such subordinate officers as may be required; to pass laws for the government of districts; to establish courts of justice; and generally to adopt such measures as may be necessary for the protection of the districts and interests under their rule.

His Highness further authorises the Association or their representatives to make treaties with subordinate and other native chiefs, such treaties and engagements to be ratified and confirmed by him in such cases as they are made in the name of his Highness. His Highness also agrees to cede to the Association or to their representatives all the rights which he himself possesses over the lands in the whole of his territory on the mainland of Africa within the limits of this concession, only excepting the private lands or 'shambas,' and gives the Association all forts and unoccupied public buildings, excepting such buildings as his Highness may wish to retain for his own private use, a schedule of such buildings, plantations, or properties to be drawn up and agreed to between his Highness and the Association. Further, he authorises them to acquire and regulate the occupation of all lands not yet occupied; to levy and collect local or other taxes, dues, and tolls; to do all these and such other acts as may be necessary for the maintenance and support of such local governments, forces, administration of justice, the making and improving of roads or water communications, or other public works, defensive or otherwise, and for the liquidation of debts, and payment of interest upon capital expended. The judges shall be appointed by the Association or their representatives, subject to the Sultan's approval; but all Kathis shall be nominated by his Highness.

APPENDIX I.

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In aboriginal tracts the law shall be administered by the Association or their officials.

The stipends of the Governors, and all other officials in the territories occupied and controlled by the Association or their representatives, shall be paid by them.

ARTICLE III.

His Highness grants to the Association or to their representatives the right to trade, to hold property, to erect buildings, and to acquire lands or buildings by purchase or negotiation anywhere within his Highness's territories included in the limits of this concession, with the consent of the proprietors of any such lands and houses.

ARTICLE IV.

His Highness grants to the Association or to their representatives special and exclusive privileges and powers to regulate trade and commerce; also the navigation of rivers and lakes, and control of fisheries; the making of roads, tramways, railways, canals, and telegraphs, and to levy tolls and dues on the same; also the power to control or prevent the importation of any merchandise, arms, ammunition of all sorts, intoxicating liquors, or any other goods which, in the opinion of the Association or their representatives, are detrimental to law, order, and morality, and in whatsoever his Highness is not bound towards other Governments. But it is clearly understood that all exercise of these privileges and powers shall be in conformity with existing treaties between his Highness and foreign states.

ARTICLE V.

His Highness authorises the Association or their representatives to occupy in his name all ports at the mouth or mouths of any river or rivers, or elsewhere in his dominions included in the limits of this concession, with the right to establish custom-houses and to levy and collect dues on any vessels, goods, etc., arriving at or departing from such port or ports, and to take all necessary measures for the prevention of smuggling, subject in all cases to the treaties above named.

ARTICLE VI.

His Highness grants to the Association or to their representatives the exclusive privilege to search for and work, or to regulate, lease, or assign, in any part of his Highness's territories within the limits of this concession, any mines or deposits of lead, coal, iron, copper, tin, gold, silver, precious stones, or any metal or mineral, or mineral

oils whatsoever; also the exclusive right to trade in the same, free from all taxes and dues, excepting such moderate royalty on minerals only, not exceeding five per cent. on the first value of the article, less the working expenses, as may be hereinafter agreed by the Association and their representatives, to be paid to his Highness; also the right to use all forest trees and other woods and materials of any kind whatsoever for the purpose of the works aforesaid, and also for trade. But the wood used for building and for burning, commonly known as 'borti,' may be cut on the mainland by others, as now, by payment of such dues to the Association or to their representatives as they may agree upon; but no such dues shall be required for wood cut for his Highness's use.

ARTICLE VII.

His Highness grants the Association or their representatives the right to establish a bank or banks anywhere in his Highness's territories above mentioned, with the exclusive privilege of issuing notes.

ARTICLE VIII.

All the aforesaid powers and privileges to extend over and be available for the purposes and objects of the Association or their representatives, during the whole of the term of fifty years next, and dating from the time of this concession being signed.

At the conclusion of the said term all the public works, buildings, etc., shall revert to the Sultan, his heirs and successors, if desired, at a valuation to be fixed by arbitrators chosen by both parties.

ARTICLE IX.

His Highness grants to the Association or to their representatives the *régie* or lease of the customs of all the ports throughout that part of his Highness's territories above defined, for an equal period of time to the other concessions, upon the following terms, viz.:—The Association hereby guarantee to pay to his Highness the Sultan the whole amount of the custom duties which he now receives both from the import and export trade of that part of his Highness's dominions included in this concession, but it is understood that his Highness shall not claim the duty on any part of this trade twice over, and that the Association shall therefore be entitled to claim a drawback for the amount of any duties which may hereafter be paid direct to his Highness on any imports to, or exports from, the ports included in this concession; and the Association further guarantees

to pay to his Highness fifty per cent. of the additional net revenue, which shall come to them from the custom duties of the ports included in this concession, and his Highness grants to the Association all rights over the territorial waters in or appertaining to his dominions within the limits of these concessions, particularly the right to supervise and control the conveyance, transit, landing, and shipment of merchandise and produce within the said waters by means of a coastguard service both on land and water.

ARTICLE X.

In consideration of the foregoing concessions, powers, and privileges being granted by his Highness, the Association, or their representatives, allot to his Highness, free of cost, one founder's share, which shall entitle him to such proportion of the net profits, as shown by the books of the Company, after interest at the rate of eight per cent. shall have been paid upon the shareholders' paid-up capital, as shall attach to the one founder's share.

ARTICLE XI.

These concessions do not relate to his Highness's possessions in the Islands of Zanzibar and Pemba, nor to his territories south of Wanga or north of Kipini; and it is understood that all public, judicial, or government powers and functions herein conceded to the Association or to their representatives shall be exercised by them only in the name and under the authority of the Sultan of Zanzibar.

ARTICLE XII.

It is hereby agreed by both parties that these concessions and the corresponding obligations, as set forth, shall be binding upon both parties, their heirs, successors and assigns, during the term of fifty years for which they have been agreed upon.

Zanzibar, May 24, 1887.

For the British East African Association,

(Signed) E. N. MACKENZIE.

Zanzibar, May 24, 1887.

I witness the above signature of Mr. E. N. Mackenzie.

(Signed) FREDC. HOLMWOOD.

Registered No. 1464A.

(Signed) FREDC. HOLMWOOD.

British Consulate-General, Zanzibar,

May 25, 1887.

oils whatsoever; also the exclusive right to trade in the same, free from all taxes and dues, excepting such moderate royalty on minerals only, not exceeding five per cent. on the first value of the article, less the working expenses, as may be hereinafter agreed by the Association and their representatives, to be paid to his Highness; also the right to use all forest trees and other woods and materials of any kind whatsoever for the purpose of the works aforesaid, and also for trade. But the wood used for building and for burning, commonly known as 'borti,' may be cut on the mainland by others, as now, by payment of such dues to the Association or to their representatives as they may agree upon; but no such dues shall be required for wood cut for his Highness's use.

ARTICLE VII.

His Highness grants the Association or their representatives the right to establish a bank or banks anywhere in his Highness's territories above mentioned, with the exclusive privilege of issuing notes.

ARTICLE VIII.

All the aforesaid powers and privileges to extend over and be available for the purposes and objects of the Association or their representatives, during the whole of the term of fifty years next, and dating from the time of this concession being signed.

At the conclusion of the said term all the public works, buildings, etc., shall revert to the Sultan, his heirs and successors, if desired, at a valuation to be fixed by arbitrators chosen by both parties.

ARTICLE IX.

His Highness grants to the Association or to their representatives the *régie* or lease of the customs of all the ports throughout that part of his Highness's territories above defined, for an equal period of time to the other concessions, upon the following terms, viz.:—The Association hereby guarantee to pay to his Highness the Sultan the whole amount of the custom duties which he now receives both from the import and export trade of that part of his Highness's dominions included in this concession, but it is understood that his Highness shall not claim the duty on any part of this trade twice over, and that the Association shall therefore be entitled to claim a drawback for the amount of any duties which may hereafter be paid direct to his Highness on any imports to, or exports from, the ports included in this concession; and the Association further guarantees

to pay to his Highness fifty per cent. of the additional net revenue, which shall come to them from the custom duties of the ports included in this concession, and his Highness grants to the Association all rights over the territorial waters in or appertaining to his dominions within the limits of these concessions, particularly the right to supervise and control the conveyance, transit, landing, and shipment of merchandise and produce within the said waters by means of a coastguard service both on land and water.

ARTICLE X.

In consideration of the foregoing concessions, powers, and privileges being granted by his Highness, the Association, or their representatives, allot to his Highness, free of cost, one founder's share, which shall entitle him to such proportion of the net profits, as shown by the books of the Company, after interest at the rate of eight per cent. shall have been paid upon the shareholders' paid-up capital, as shall attach to the one founder's share.

ARTICLE XI.

These concessions do not relate to his Highness's possessions in the Islands of Zanzibar and Pemba, nor to his territories south of Wanga or north of Kipini ; and it is understood that all public, judicial, or government powers and functions herein conceded to the Association or to their representatives shall be exercised by them only in the name and under the authority of the Sultan of Zanzibar.

ARTICLE XII.

It is hereby agreed by both parties that these concessions and the corresponding obligations, as set forth, shall be binding upon both parties, their heirs, successors and assigns, during the term of fifty years for which they have been agreed upon.

Zanzibar, May 24, 1887.

For the British East African Association,
(Signed) E. N. MACKENZIE.

Zanzibar, May 24, 1887.

I witness the above signature of Mr. E. N. Mackenzie.
(Signed) FREDC. HOLMWOOD.

Registered No. 1464A.

(Signed) FREDC. HOLMWOOD.

*British Consulate-General, Zanzibar,
May 25, 1887.*

CONCESSION OF 9TH OCTOBER 1888

WHEREAS His Highness SEYYID BARGHASH-BIN-SAID, the late Sultan of Zanzibar, granted certain concessions by a deed, document, or agreement, dated the 24th day of May 1887, to an Association or Company under the Presidency of Mr. William Mackinnon, and which Association or Company, now known as the Imperial British East Africa Company (hereinafter referred to as the said Company), has been duly incorporated by a Charter granted by her Majesty Victoria of the United Kingdom of Great Britain and Ireland, Queen, Empress of India. AND WHEREAS the said Company, in consideration of the rights, powers, and privileges and authorities made over by such concession, entered into certain obligations towards his Highness, his heirs, successors and assigns, and has formally apportioned or allotted to his Highness one founder's share in the said Company, whereby his Highness, his heirs, successors and assigns have become entitled to one-tenth of the net profit made by the Company, as shown by the books of the Company, after payment or making provision for all the interests, working and other expenses and depreciations of and incidental to the carrying out of the objects of the Company, and after allowing interest at the rate of eight per cent. per annum on the capital called and paid-up from time to time by the shareholders in the Company, and the right and title to such founder's share is evidenced by the certificates which have been issued by the Company to his Highness the Sultan Seyyid Khalifa as the successor of his Highness the Sultan Seyyid Barghash-Bin-Said. AND WHEREAS the said Company has applied to his Highness to grant further facilities to the said Company for the more beneficial and effectual exercise of the rights, powers, privileges and authorities already granted by the concession before-mentioned in order that the objects for which the Company has been established may be fully carried out, and that certain provisions in the said concession may be more clearly defined, so that no dispute or discussion may at any time arise as to the true meaning thereof.

NOW IT IS HEREBY WITNESSED that in consideration of the premises his Highness Seyyid Khalifa Sultan of Zanzibar and its East African dependencies hereby declares and agrees that these presents and the following articles shall be read with the concession to the Company of the 24th day of May 1887, as if the same were a part thereof.

ARTICLE I.

His Highness the Sultan makes over to the Imperial British East Africa Company all the powers and authority to which he is entitled on the mainland in the Mrima, and in all his territories and dependencies from Wanga to Kipini inclusive, also the islands embraced in such territory, the whole administration of which he concedes to and places in their hands to be carried out in his Highness's name and under his flag, and subject to his Highness's sovereign rights; but it is understood that the Company will conduct all the affairs and administration of that part of his Highness's dominions included in this concession, and that his Highness the Sultan shall not be liable for any expenses connected with the same, nor for any war or 'diya' (blood-money), or for any claim arising therefrom, none of which his Highness shall be called upon to settle. No other but themselves shall have the right of purchasing or dealing with public lands on the mainland or anywhere in his Highness's territories, possessions, or dependencies within the limits above named except through them, as is the case now with his Highness. He also grants to the Company or to their representatives the sole right and powers of levying taxes upon the people of the mainland within the limits above named. His Highness further agrees to do all acts and deeds that may be necessary to give full effect to the terms of this concession, to aid and support the Company or their representatives with all his authority and force, so as to secure to them the rights and powers hereby granted.

It is further agreed upon by the contracting parties that nothing contained in the following Articles of Concession shall in any way infringe on or lessen the rights accorded by his Highness to the subjects or citizens of Great Britain, the United States of America, France, Germany, or any other foreign Powers having treaty relations with his Highness, or the obligations which are or may be imposed upon him by his adhesion to the Berlin General Act.

ARTICLE II.

His Highness authorises the Company or their representatives to appoint in his name and on his behalf commissioners to administer any districts in his Highness's possessions included in the limit of territories named above, except as hereinafter provided; to appoint such subordinate officers as may be required; to pass laws for the government of districts; to establish courts of justice; and

generally to adopt such measures as may be necessary for the protection and government of the districts and interests under their rule.

His Highness further authorises the Company or their representatives to make treaties with subordinate and other native chiefs, such treaties and engagements to be ratified and confirmed by him in any cases in which they are made in the name of his Highness. His Highness also agrees to cede to the Company or to their representatives all the rights which he himself possesses over the lands in the whole of his territory on the mainland of Africa within the limits of this concession, only excepting the private lands or 'shambas,' and gives the Company all forts and public buildings, excepting such buildings as his Highness may wish to retain for his own private use, a schedule of such buildings, plantations or properties to be drawn up and agreed to between his Highness and the Company. Further, he authorises and empowers them to acquire and regulate and dispose of the occupation of all lands not yet occupied; to levy and collect local or other taxes, dues, and tolls; to do all these and such other acts as may be necessary for the maintenance and support of such local Governments, forces, administration of justice, the making and improving of roads or water communication, or other public works, defensive or otherwise, and for the liquidation of debts, and payment of interest upon capital expended. The judges shall be appointed by the Company or their representatives, and the Sultan shall confirm all such appointments, but all 'Kathis' shall be nominated by his Highness.

In aboriginal tracts the law shall be administered by the Company or their officials.

The stipends of the Governors, and all other officials in the territories occupied and controlled by the Company or their representatives, shall be paid by them.

ARTICLE III.

His Highness grants to the Company or to their representatives the right to trade, to hold property, to erect buildings, and to acquire lands or buildings by purchase or negotiation anywhere within his Highness's territories included in the limits of this concession, with the consent of the proprietors of any such lands and houses.

ARTICLE IV.

His Highness grants to the Company or to their representatives special and exclusive privileges and powers to regulate trade and

commerce; also the navigation of rivers and lakes, and control of fisheries, the making of roads, tramways, railways, canals, and telegraphs, and to levy tolls and dues on the same; also the power to control or prevent the importation of any merchandise, arms, ammunition of all sorts, intoxicating liquors, or any other goods which, in the opinion of the Company or their representatives, are detrimental to law, order, and morality, and in whatsoever his Highness is not bound towards other Governments. But it is clearly understood that all exercise of these privileges and powers shall be in conformity with existing treaties between his Highness and foreign states.

ARTICLE V.

His Highness authorises the Company or their representatives to occupy in his name all ports and forts at the mouth or mouths of any river or rivers, or elsewhere in his dominions included in the limits of this concession, with the right to establish custom-houses, and to levy and collect dues on any vessels, goods, etc., arriving at or departing from such port or ports, and to take all necessary measures for the prevention of smuggling, subject in all cases to the treaties above-named.

ARTICLE VI.

His Highness grants to the Company or to their representatives the exclusive privilege to search for and work, or to regulate, lease, or assign, in any part of his Highness's territories within the limits of this concession, any mines, or deposits of lead, coal, iron, copper, tin, gold, silver, precious stones, or any metal or mineral, or mineral oils whatsoever; also the exclusive right to trade in the same, free from all taxes and dues, excepting such moderate royalty on minerals only, not exceeding five per cent. on the first value of the article, less the working expenses, as may be hereinafter agreed by the Company and their representatives to be paid to his Highness; also the right to use all forest trees and other woods and materials of any kind whatsoever for the purpose of the works aforesaid, and also for trade. But the wood used for building and for burning, commonly known as 'borti,' may be cut on the mainland by others, as now, by payment of such dues to the Company or to their representatives as they may agree upon; but no such dues shall be required for wood cut for his Highness's use.

ARTICLE VII.

His Highness grants the Company or their representatives the right to establish a bank or banks anywhere in his Highness's territories above mentioned, with the exclusive privilege of issuing notes.

ARTICLE VIII.

All the aforesaid powers and privileges to extend over and be available for the purposes and objects of the Company or their representatives during the whole of the term of fifty years next, and dating from the time of this concession being signed.

At the conclusion of the said term all the public works and buildings may revert to the Sultan, his direct heirs, and successors nominated by him, if desired, at a valuation to be fixed by Arbitrators chosen by both parties, subject to conditions of Article XIV.

ARTICLE IX.

His Highness grants to the Company or to their representatives the *régie* or lease of the customs of all the ports throughout that part of his Highness's territories above defined, for an equal period of time to the other concessions upon the following terms, namely: The Company hereby guarantees to his Highness the whole amount of the custom duties which he now receives, both from import and export trade of that part of his Highness's dominions included in this concession. The definite amount of the annual average shall be fixed after one year's experience. During the first year the Imperial British East Africa Company shall have the right to claim all and every pecuniary or other advantage connected with the administration of the coast and customs which is guaranteed under similar circumstances to the German Company in their concession.

For the first year also the Company guarantees to his Highness the amount of the customs which he now receives, as shown by the books, to be paid by monthly instalments, *post numerando*, according to the Arab reckoning of the year.

After the first year's experience the annual average of the sum to be paid to his Highness by the Company shall be fixed. The Company, however, shall have the right, at the end of every third year, according to the results of the previous three years, as shown by their books, to enter into fresh negotiations with his Highness in order to fix a revised average. Further, it is understood that his Highness shall not claim the duty on any part of this trade twice

over, and that the Company shall therefore be entitled to claim a drawback for the amount of any duties which may hereafter be paid direct to his Highness on any imports to, or exports from, the ports included in this concession ; and the Company further guarantees to pay to his Highness fifty per cent. of the additional net revenue which shall come to them from the custom duties of the ports included in this concession after payment of all expenses, and his Highness grants to the Company all rights over the territorial waters in or appertaining to his dominions within the limits of these concessions, particularly the right to supervise and control the conveyance, transit, landing, and shipment of merchandise, and produce within the said waters by means of a coastguard service both on land and water. Finally, in addition to all that is stated in the foregoing Article, the Imperial British East Africa Company shall have the right to claim and exercise every right, privilege, or power granted by his Highness the Sultan to the German East African Association in Article IX., or in any other Article of their concession.

ARTICLE X.

In consideration of the foregoing concessions, powers, and privileges being granted by his Highness, the Company or their representatives allot to his Highness the dividend on the value of that part of the Company's capital which is corresponding to one founder's share of the Imperial British East Africa Company, free of cost, which shall entitle him to one-tenth of the net profits, as shown by the books of the Company, after payment of all expenses, interests, and depreciations, and after interest at the rate of eight per cent. shall have been paid upon the shareholders' paid-up capital.

ARTICLE XI.

The Imperial British East Africa Company shall enjoy all the rights, privileges, immunities, and advantages which are or hereafter may be enjoyed by or accorded to any other Company or particular person to whom his Highness may have given, or may give, concessions in any other part of his dominions similar to those granted by this concession to the Imperial British East Africa Company, or of a different character.

ARTICLE XII.

These concessions do not relate to his Highness's possessions in the Islands of Zanzibar and Pemba, nor to his territories south of

Wanga or north of Kipini ; and it is understood that all public, judicial, or Government powers and functions herein conceded to the company or to their representatives shall be exercised by them only in the name and under the authority of the Sultan of Zanzibar.

ARTICLE XIII.

It is hereby agreed by both parties that these concessions, and the corresponding obligations set forth, shall be binding upon both parties, their heirs, successors, and assigns during the term of fifty years, for which they have been agreed upon.

ARTICLE XIV.

All railways, tramways, caravanserais (rest-houses), roads, canals, telegraphs, waterworks, gas-works, and other works of public utility, also mines constructed by the Company or by parties authorised by them with all their lands, buildings, and appurtenances shall be the property of the contracting Company in perpetuity or of any Company which may be formed by the said Company to make them, and they shall be free for ever from taxation of any kind, excepting only the royalties on minerals previously provided for in Article VI.

ARTICLE XV.

Pending such reasonable period after the date of the final ratification of this agreement as may be required by the Imperial British East Africa Company to make their arrangements for administering the territories and revenues conceded to them herein, the officials and troops of his Highness the Sultan of Zanzibar shall continue in possession of such territories until the aforesaid Company intimate their readiness to take over the whole administration, including the collection of revenues. The Company shall be responsible to the Sultan for the payment of the amount to which he may be entitled under the provisions of Article IX. of this agreement, only from the date on which they may take over charge of the administration as above specified. It is further understood that the time of transfer of the customs, lands, and buildings aforesaid shall be fixed by special agreement, but it is understood that such transfer shall be made before the 1st January 1889 at latest.

ARTICLE XVI.

The present Agreement has been made out in four copies, two of which are written in the Arabic and two in the English language.

All these copies have the same issue and meaning. Should differences, however, hereafter arise as to the proper interpretation of the English and Arabic text of one or other of the stipulations of this concession, the English copy and meaning shall be considered decisive.

In faith whereof his Highness, the Seyyid Khalifa and George Sutherland Mackenzie, Director, on behalf of the Imperial British East Africa Company, have signed this concession, and affixed their seals.

Done at Zanzibar this 9th day of October 1888.

(Sultan's Signature).

(Signed) GEORGE S. MACKENZIE, *Director*
Imperial British East Africa Company.

Witness to the above—

(Signed) LLOYD WILLIAM MATHEWS,
In command of Zanzibar troops.

I certify the above seals and signatures of his Highness the Sultan of Zanzibar, and Mr. George Sutherland Mackenzie, a Director of the Imperial British East Africa Company.

(Signed) C. B. EUAN-SMITH, Colonel, }
H.B.M. Agent and Consul-General.

Zanzibar, October 9th, 1888.

COPY OF UNDERTAKING given by the CONSUL-GENERAL to his Highness SEYYID KHALIFA, in consideration of his signing the concession herein—with special reference to Article IX. of same—dated said Undertaking, 3rd October 1888.

It is never intended by the concession submitted for signature that the Company shall charge the Sultan Rs. 170,000 for administering the coast. The Sultan shall not be responsible for this payment. By the concession the cost of administration is borne by the Company; but this can be settled between Mr. Mackenzie and his Highness the Sultan. I have no doubt that Mr. Mackenzie will propose that for the present his Highness shall himself pay the Governors, etc. etc., and that there will be afterwards a settlement of accounts.

With regard to the five per cent. charged by the German Company, there is no mention of this in Article IX. The Company has, I believe, no intention of asking for this payment unless arrangements will be specially come to between them and the Sultan afterwards which should make it desirable and advantageous for his Highness to make this payment.

I hereby certify the above to be a true copy.

G. S. M.

APPENDIX No. 2

FOUNDERS' AGREEMENT, 1888

1. THE UNDERSIGNED hereby agree to form themselves into an Association or Company (hereinafter referred to as 'the Company') under the name or style of the 'IMPERIAL BRITISH EAST AFRICA COMPANY' (hitherto called 'The British East African Association'), having a nominal Share Capital of £1,000,000 or such other sum as the Company may hereafter agree upon, with power also to raise further capital at any time by the issue of Ordinary or Preference shares or Debentures, and if at any time so determined to convert such Preference Shares and Debentures into Preference and Debenture Stocks.

2. The objects for which the Company is formed are *inter alia* as follows :—

- (a) To take over, acquire, accept, hold and enjoy the concessions, dated the 24th day of May 1887, granted by H.H. the Seyyid Barghash-Bin-Said Sultan of Zanzibar for himself, his heirs, successors and assigns to the British East African Association under the presidency of Mr. WILLIAM MAC-KINNON, which Association is now to be called the Imperial British East Africa Company.
- (b) To apply for and obtain from the Crown a charter or charters incorporating the Company as a British corporate body and under British protection or otherwise, the liability of its shareholders being limited to the amount for which they severally subscribe, and its business and affairs being controlled or directed by a President, Vice-President, and a Court of Directors consisting of fourteen persons or such other number as may hereafter be agreed upon, or as the charter may direct.
- (c) To undertake under the terms of the said concessions the entire management and administration of those parts of the

mainlands and islands of the Zanzibar dominions on the coast of Africa appertaining to the territory lying between Wanga and Kipini, both inclusive, which are recognised in the Anglo-German treaty of 1886 as reserved for the exclusive exercise of British influence, together with any further rights of a similar or other nature in East Africa or elsewhere which the Company may hereafter acquire.

- (d) Also to acquire from rulers, chiefs, or others, within the districts reserved for British influence and elsewhere in Africa (with due observance of international obligations) lands, territories, and stations, with or without sovereign rights, by concession, purchase, or otherwise, and to administer and govern the same and to exercise all the powers and rights incidental thereto.
 - (e) To make and enforce laws for the government of districts, to establish courts of justice, to appoint judges, magistrates, and other officials, and generally to adopt all or any such measures as may be deemed necessary in the interest and for the protection and government of the districts for the time being under the rule of the Company.
 - (f) To grant or withhold licences, to levy taxes, customs, imports, and other dues of any sort or kind whatsoever within such districts.
 - (g) To construct and regulate, either directly or through others, all roads, harbours, railroads, tramroads, telegraphs, telephones, and other public or private works of any kind soever. To erect waterworks, wharves, and any and every kind of building. To establish banks, issue notes, and coin money, and generally to discharge and perform within the sphere of their operations the functions which appertain to such rights of sovereignty or ownership as may now or hereafter vest in the Company by charter, concession, purchase, or otherwise.
 - (h) To undertake all such trading or other operations as may hereafter be decided upon within such territories and districts or elsewhere.
 - (i) And generally to acquire, hold, enjoy, and exercise all other powers, privileges, and rights of every kind and description whatsoever and upon any terms or conditions whatsoever which the President and Court of Directors for the time being of the Company may in their absolute discretion think advisable to apply for, seek to obtain, or acquire.
3. The Capital of the Company shall be divided into Ordinary

Shares of £100 each, and in respect of every ten of such shares on which all calls made thereon have been paid, the holder thereof shall be entitled to one vote.

The first issue of capital shall be £250,000.

4. There shall also be five shares termed Founders' Shares, on which no payment shall be made or shall at any time be required.

- (a) Each of the said Founders' Shares shall be entitled to ten per cent. of the net profits of the Company in each year remaining after payment of a dividend upon the Ordinary shares at the rate of eight per centum upon the paid-up capital for the time being. Nothing herein shall limit the discretion or powers of the President and Court of Directors, or of the shareholders, as to determining what are net profits, or whether a dividend has or has not been earned, or as to the amount thereof, or as to the formation of a Reserve Fund, or as to increasing the Share Capital of the Company. Provision for settling these and similar questions is to be made by the deed of settlement of the Company, and failing any other mode, provision is to be made for their settlement in case of necessity by arbitration. A Founder's Share shall not carry any other right except in case of a voluntary sale of the undertaking of the Company, in which event one-twentieth part of the purchase-money shall be deemed to belong to the Founders' Shares.
- (b) The annual income attaching to the Founders' Shares shall be disposed of or dealt with in the following manner:—
- (c) As to one of such shares the annual income attaching thereto shall be paid to H.H. the Sultan of Zanzibar, according to the terms and conditions of the concession already granted and herein before more particularly referred to.
- (d) As to two of such shares (to be divided respectively into twenty-five parts each or such other number of parts, or other number as may within one year from the date of these presents be agreed between the founders then living or the majority of them) the annual income attaching thereto shall be paid to an account to the use *pro rata* of the undersigned, their executors, administrators, or assigns as the founders of the Company and as the subscribers of the £250,000 above mentioned, in proportion to the amount hereby subscribed by them respectively. The deed of settlement is to contain provisions prescribing the mode in which such payment is to be made, so that the Company may be

discharged by payment in the prescribed mode, and shall not be obliged to inquire as to the persons entitled or their several interests.

- (e) As to one of such shares the annual income attaching thereto shall be reserved as special additional remuneration to the President, Vice-President, and Court of Directors of the Association for the time being, and shall be paid to them in such proportion as they may from time to time decide upon.
- (f) As to one of such shares the annual income attaching thereto shall be applied by the Court of Directors in such manner as they in their absolute discretion may think fit, either in rewarding employees and others who may render good service to the Company or in creating or adding to a Reserve Fund.

5. All shares in the Company shall be transferable in the form and manner prescribed by the Court of Directors, and such transfers shall be registered in the books of the Company, but no transfer of a share which has not been fully paid up shall be made until the name of the proposed transferee has been submitted to the Court of Directors and has been approved by them in writing.

6. The undersigned as such founders as before-mentioned hereby agree to contribute towards the capital required to carry out the objects of the Company, such sum as is set opposite to their respective signatures at the foot hereof as the amount of their respective contributions, and, in consideration of the allotment to be made to them respectively of shares in the capital of the Company to the amount of such subscriptions respectively, to pay the same in such calls or instalments and at such times as the Court of Directors for the time being may, in their absolute discretion, appoint, and the shares allotted in respect of the aggregate amount of such subscriptions shall be considered as the first portion of the hereinbefore mentioned share capital of the Company issued by the Company.

7. The liability of the undersigned is limited to the sum set opposite their respective signatures.

8. All moneys so contributed shall be applied for the purposes of the Company, including the reimbursement of moneys already expended in the purchase of certain land and otherwise in and about the objects of the Company and estimated not to exceed at the present time £5000, and also including the payment of all legal and other expenses, incurred or to be incurred, of and incidental to the formation of the Company and in or about the application for and obtaining of a charter or charters.

9. For the time being, and for three years after the incorporation

Shares of £100 each, and in respect of every ten of such shares on which all calls made thereon have been paid, the holder thereof shall be entitled to one vote.

The first issue of capital shall be £250,000.

4. There shall also be five shares termed Founders' Shares, on which no payment shall be made or shall at any time be required.

- (a) Each of the said Founders' Shares shall be entitled to ten per cent. of the net profits of the Company in each year remaining after payment of a dividend upon the Ordinary shares at the rate of eight per centum upon the paid-up capital for the time being. Nothing herein shall limit the discretion or powers of the President and Court of Directors, or of the shareholders, as to determining what are net profits, or whether a dividend has or has not been earned, or as to the amount thereof, or as to the formation of a Reserve Fund, or as to increasing the Share Capital of the Company. Provision for settling these and similar questions is to be made by the deed of settlement of the Company, and failing any other mode, provision is to be made for their settlement in case of necessity by arbitration. A Founder's Share shall not carry any other right except in case of a voluntary sale of the undertaking of the Company, in which event one-twentieth part of the purchase-money shall be deemed to belong to the Founders' Shares.
- (b) The annual income attaching to the Founders' Shares shall be disposed of or dealt with in the following manner :—
- (c) As to one of such shares the annual income attaching thereto shall be paid to H.H. the Sultan of Zanzibar, according to the terms and conditions of the concession already granted and herein before more particularly referred to.
- (d) As to two of such shares (to be divided respectively into twenty-five parts each or such other number of parts, or other number as may within one year from the date of these presents be agreed between the founders then living or the majority of them) the annual income attaching thereto shall be paid to an account to the use *pro rata* of the undersigned, their executors, administrators, or assigns as the founders of the Company and as the subscribers of the £250,000 above mentioned, in proportion to the amount hereby subscribed by them respectively. The deed of settlement is to contain provisions prescribing the mode in which such payment is to be made, so that the Company may be

discharged by payment in the prescribed mode, and shall not be obliged to inquire as to the persons entitled or their several interests.

- (c) As to one of such shares the annual income attaching thereto shall be reserved as special additional remuneration to the President, Vice-President, and Court of Directors of the Association for the time being, and shall be paid to them in such proportion as they may from time to time decide upon.
- (f) As to one of such shares the annual income attaching thereto shall be applied by the Court of Directors in such manner as they in their absolute discretion may think fit, either in rewarding employees and others who may render good service to the Company or in creating or adding to a Reserve Fund.

5. All shares in the Company shall be transferable in the form and manner prescribed by the Court of Directors, and such transfers shall be registered in the books of the Company, but no transfer of a share which has not been fully paid up shall be made until the name of the proposed transferee has been submitted to the Court of Directors and has been approved by them in writing.

6. The undersigned as such founders as before-mentioned hereby agree to contribute towards the capital required to carry out the objects of the Company, such sum as is set opposite to their respective signatures at the foot hereof as the amount of their respective contributions, and, in consideration of the allotment to be made to them respectively of shares in the capital of the Company to the amount of such subscriptions respectively, to pay the same in such calls or instalments and at such times as the Court of Directors for the time being may, in their absolute discretion, appoint, and the shares allotted in respect of the aggregate amount of such subscriptions shall be considered as the first portion of the hereinbefore mentioned share capital of the Company issued by the Company.

7. The liability of the undersigned is limited to the sum set opposite their respective signatures.

8. All moneys so contributed shall be applied for the purposes of the Company, including the reimbursement of moneys already expended in the purchase of certain land and otherwise in and about the objects of the Company and estimated not to exceed at the present time £5000, and also including the payment of all legal and other expenses, incurred or to be incurred, of and incidental to the formation of the Company and in or about the application for and obtaining of a charter or charters.

9. For the time being, and for three years after the incorporation

of the Company, the affairs of the Company shall be under the control and direction of a President, Vice-President, and a Court of Directors, who shall conduct the same in such manner as they may think best.

10. The said WILLIAM MACKINNON mentioned in the concession referred to in clause 2 (a) of this Agreement as the President shall be such first President, the undersigned the Right Honourable LORD BRASSEY, K.C.B., shall be the first Vice-President, and the undersigned General SIR DONALD M. STEWART, Bart., G.C.B., SIR T. FOWELL BUXTON, Bart., SIR JOHN KIRK, G.C.M.G., General SIR ARNOLD BURROWES KEMBALL, R.A., K.C.B., K.C.S.I., Lieutenant-General SIR LEWIS PELL, M.P., K.C.B., K.C.S.I., Colonel SIR FRANCIS DE WINTON, R.A., K.C.M.G., C.B., W. BURDETT-COUTTS, M.P., A. L. BRUCE, R. P. HARDING, GEORGE S. MACKENZIE, ROBERT RYRIE, shall constitute the first Court of Directors with power to fill up any vacancies which may arise and to add to their number, but not exceeding sixteen, in all, including the President and Vice-President. At the expiration of three years from the date of incorporation, three of such Directors shall retire annually, but such retiring Directors shall respectively be eligible for re-election.

11. Anything hereinbefore contained is subject to such alteration or amendment as may be imposed by the terms of any other concession which may be accepted by the Company or by any charter or charters which may be granted to the Company by the Queen's Most Excellent Majesty in Council or by the deed of settlement executed in pursuance thereof.

Dated this 18th day of April 1888.

W. Mackinnon,	£25,000
Brassey,	10,000
R. P. Harding,	10,000
P. Mackinnon,	15,000
Wm. Vaughan Morgan,	10,000
S. Vaughan Morgan,	10,000
W. Vaughan Morgan,	5000
Alexander L. Bruce,	5000
H. J. Younger,	5000
A. G. Schiff,	10,000
Geo. W. Medley,	10,000
D. Macneill,	10,000
J. Mackinnon,	5000
W. Burdett-Coutts,	10,000
C. Tennant,	5000

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Ths. Fowell Buxton,	£10,000
Edwyn S. Dawes,	5000
George S. Mackenzie,	5000
W. H. Bishop,	10,000
Richard Helme,	5000
P. C. Leckie,	5000
N. Macmichael,	5000
James H. Renton,	5000
R. Ryrie,	5000
Kinnaird,	5000
J. H. Puleston,	5000
A. Gordon,	5000
Walpole Greenwell,	5000
James F. Hutton,	5000
Duncan Mackinnon,	5000
D. M. Stewart,	1000
John Kirk,	1000
A. B. Kemball,	1000
Lewis Pelly,	1000
F. de Winton,	1000
Fredc. Holmwood,	1000
J. M. Hall,	4000

APPENDIX No. 3

ROYAL CHARTER

(Dated 3rd September 1888)

VICTORIA by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith. To all to whom these presents shall come, GREETING :

WHEREAS a humble Petition has been presented to Us in our Council by WILLIAM MACKINNON, of Loup and Balinakill, in the County of Argyll, Scotland ; the Right Honourable LORD BRASSEY, Knight Commander of Our Most Honourable Order of the Bath, of Normanhurst Court, Sussex ; General SIR DONALD STEWART, Baronet, Knight Grand Cross of Our Most Honourable Order of the Bath, Knight Grand Commander of Our Most Exalted Order of the Star of India, and a Companion of Our Most Eminent Order of the Indian Empire, of Harrington Gardens, London ; SIR JOHN KIRK, Knight Grand Cross of the Most Distinguished Order of St. Michael and St. George, of Wavertree, Sevenoaks, Kent ; WILLIAM BURDETT-COUTTS, a Member of the Commons House of Parliament, of Holly Lodge, Highgate, Middlesex ; ROBERT PALMER HARDING, of Wetherby Gardens, Kensington, Esquire ; GEORGE SUTHERLAND MACKENZIE, of 13 Austin Friars, London, Merchant :

AND WHEREAS the said Petition states amongst other things :—

That the Petitioners and others are associated for the purpose of forming a Company or Association, to be incorporated, if to Us should seem fit, for the objects in the said Petition set forth under the corporate name of the Imperial British East Africa Company.

That his Highness the Seyyid Barghash-Bin-Said, Sultan of Zanzibar and its East African dependencies, by his grants or concessions dated the 24th May 1887, granted and conceded to the Petitioners, or some of them, under the name or description of the British East African Association, all his powers, and the rights and duties of administration, and other privileges specially named, on

the mainland of East Africa, in the territory of the Mrima, and also on the islands embraced in such territory, and in all his territories and dependencies on the coast of East Africa, from Wanga to Kipini, both inclusive, such powers, rights, and duties to be exercised and performed in his name and under his flag, and subject to the provisions of the said grants and concessions.

That divers preliminary agreements have been made on behalf of the Petitioners with chiefs and tribes in regions which adjoin or are situate to the landward of the territories included in the said grants or concessions, and which are included in the sphere of British influence, agreed on behalf of ourselves and the Government of his Majesty the Emperor of Germany, in 1886, by which powers of government and administration in such regions are granted or conceded to or for the benefit of the petitioners.

That the Petitioners desire to carry into effect the said grants, concessions, and agreements, and such other grants, concessions, agreements, and treaties as they may hereafter obtain within the districts already referred to as being within the sphere reserved for British influence and elsewhere, as We may be pleased to allow with the view of promoting trade, commerce, and good government in the territories and regions which are or may be comprised in such grants, concessions, agreements, or treaties, as aforesaid, and the Petitioners believe that, if the said grants, concessions, agreements, or treaties can be carried into effect, the condition of the natives inhabiting the aforesaid territories and regions would be materially improved, and their civilisation advanced, and an organisation established which would tend to the suppression of the slave trade in such territories, and the said territories and regions would be opened to the lawful trade and commerce of Our subjects and of other nations.

That the possession by a British company of the coast-line, as above defined, and which includes the port of Mombasa, would be advantageous to the commercial and other interests of Our subjects in the Indian Ocean, who may otherwise become compelled to reside and trade under the government or protection of alien powers.

That the success of the enterprise in which the Petitioners are engaged would be greatly advanced if it should seem fit to Us to grant them our Royal Charter of Incorporation as a British Company under the said name or title, or such other name or title and with such powers as to Us may seem fit for the purpose of more effectually carrying out the objects aforesaid.

That the Petitioners have already subscribed large sums of money for the purposes of the intended Company, and are prepared to

subscribe or to procure such further amount as may hereafter be found requisite for the development of the said enterprise in the event of Our being pleased to grant to them Our Royal Charter of Incorporation, as aforesaid.

Now, THEREFORE, We having taken the said Petition into Our Royal consideration in our Council, and being satisfied that the intentions of the Petitioners are praiseworthy and deserve encouragement, and that the enterprise in the Petition described may be productive of the benefits set forth in the said Petition by our prerogative Royal, and of Our special grace, certain knowledge and mere motion have constituted, erected and incorporated, and by this Our Charter for Us and Our heirs and Royal successors do constitute, erect, and incorporate into one body politic and corporate by the name of THE IMPERIAL BRITISH EAST AFRICA COMPANY the said WILLIAM MACKINNON, the Right Honourable LORD BRASSEY, K.C.B., General SIR DONALD STEWART, Bart., G.C.B., G.C.S.I., C.I.E., SIR JOHN KIRK, G.C.M.G., WILLIAM BURDETT-COUTTS, M.P., ROBERT PALMER HARDING, GEORGE SUTHERLAND MACKENZIE, and such other persons and such bodies as from time to time become and are members of that body, with perpetual succession and a Common Seal, with power to break, alter, or renew the same at discretion, and with the further authorities, powers, and privileges conferred, and subject to the conditions imposed by this Our Charter, and we do hereby accordingly will, ordain, grant, and declare as follows (that is to say):—

1. The said Imperial British East Africa Company (in this Our Charter referred to as 'the Company') is hereby authorised and empowered to hold and retain the full benefit of the several grants, concessions, agreements, and treaties aforesaid, or any of them, and all rights, interests, authorities, and powers, necessary for the purposes of government, preservation of public order in, or protection of, the said territories, or otherwise, of what nature or kind soever, under or by virtue thereof, or resulting therefrom, and ceded to or vested in the Company, in, over, or affecting the territories, lands, and property comprised in those several grants, concessions, agreements, or treaties, or in, over, or affecting any territories, lands, or property in the neighbourhood of the same, and to hold, use, and exercise the same lands, property rights, interests, authorities, and powers respectively for the purposes of the Company, and on the terms of this Our Charter.

2. The Company is hereby further authorised and empowered, subject to the approval of one of Our principal Secretaries of State (herein referred to as Our Secretary of State) to acquire and take by

any grant, concession, agreement, or treaty, other rights, interests, authorities, or powers of any kind or nature whatever, in, over, or affecting the territories, lands, or property comprised in the several grants, concessions, agreements, or treaties, as aforesaid, or any rights, interests, authorities, or powers of any kind or nature whatever in, over, or affecting other territories, lands, or property in Africa, and to hold, use, enjoy, and exercise the same for the purposes of the Company, and on the terms of this Our Charter.

3. Provided that none of the powers of this Our Charter shall be exercised under or in relation to any grant, concession, agreement, or treaty, as aforesaid, until a copy of such grant, concession, agreement, or treaty in such form and with such maps or particulars as Our Secretary of State approves and verified as he requires, has been transmitted to him, and he has signified his approval thereof, either absolutely or subject to any conditions or reservations.

4. The Company shall be bound by and shall fulfil all and singular the stipulations on their part contained in any such grant, concession, agreement, or treaty, as aforesaid, subject to any subsequent agreement affecting those stipulations approved by Our Secretary of State.

5. The Company shall always be and remain British in character and domicile, and shall have its principal office in Great Britain, and the Company's principal representative in East Africa, and all the Directors shall always be natural-born British subjects or persons who have been naturalised as British subjects by or under an Act of Parliament of Our United Kingdom.

6. The Company shall not have power to transfer wholly or in part the benefit of the grants, concessions, agreements, or treaties aforesaid, or any of them, except with the consent of Our Secretary of State.

7. In case at any time any difference arises between the Sultan of Zanzibar, or the chiefs of tribes which are included in the sphere of British influence, as hereinbefore recited, and the Company, that difference shall on the part of the Company be submitted to the decision of our Secretary of State, if he is willing to undertake the decision thereof.

8. If at any time Our Secretary of State thinks fit to dissent from or object to any of the dealings of the Company with any foreign power and to make known to the Company any suggestion founded on that dissent or objection, the Company shall act in accordance therewith.

9. If at any time Our Secretary of State thinks fit to object to the exercise by the Company of any authority or power within any

part of the territories comprised in the several grants, concessions, agreements, or treaties aforesaid, or otherwise acquired by the Company, on the ground of there being an adverse claim to that part, the Company shall defer to that objection until such time as any such claim has been withdrawn or finally dealt with or settled by Our Secretary of State.

10. The Company shall, to the best of its power, discourage, and, so far as may be practicable and as may be consistent with existing treaties between non-African powers and Zanzibar, abolish by degrees any system of slave trade or domestic servitude in the Company's territories.

11. The Company as such, or its officers as such, shall not in any way interfere with the religion of any class or tribe of the peoples of its territories or of any of the inhabitants thereof, except so far as may be necessary in the interests of humanity, and all forms of religious worship or religious ordinances may be exercised within the said territories, and no hindrance shall be offered thereto except as aforesaid.

12. In the administration of justice by the Company to the peoples of its territories or to any of the inhabitants thereof, careful regard shall always be had to the customs and laws of the class or tribe or nation to which the parties respectively belong, especially with respect to the holding, possession, transfer, and disposition of lands and goods, and testate or intestate succession thereto, and marriage, divorce, and legitimacy and other rights of property and personal rights.

13. If at any time Our Secretary of State thinks fit to dissent from or object to any part of the proceedings or system of the Company relative to the peoples of its territories or to any of the inhabitants in respect of slavery or religion, or the administration of justice, or other matter, he shall make known to the Company his dissent or objection, and the Company shall act in accordance with his directions duly signified.

14. The Company shall freely afford all facilities requisite for Our ships in the harbours of the Company without payment, except reasonable charges for work done or services rendered, or materials or things supplied.

15. Except in the dominions of his Highness the Sultan of Zanzibar (within which it is required to use his Highness's flag) the Company may hoist and use on its buildings and elsewhere in its territories and on its vessels such distinctive flag indicating the British character of the Company, as our Secretary of State and the

Lords Commissioners of the Admiralty shall from time to time approve.

16. Nothing in this Our Charter shall be deemed to authorise the Company to set up or grant any monopoly of trade, provided that the establishment of or the grant of concessions for banks, railways, tramways, docks, telegraphs, waterworks, or other similar undertakings, or any undertakings or system of patents or copyright approved by Our Secretary of State, shall not be deemed monopolies for this purpose.

17. Subject to the customs duties and taxes, hereby authorised, and subject to such restrictions as may be imposed by the Company on importation of spirits, opium, arms and ammunition, and to restrictions on other things similar to those restrictions which may be applied in Our United Kingdom, or in Our Indian Empire, or as may be approved by Our Secretary of State, there shall be no differential treatment of the subjects of any power as to trade or settlement, or as to access to markets; provided that foreigners as well as British subjects shall be subject to administrative dispositions in the interest of commerce and of order.

18. The Company shall, in Zanzibar territory, conform to all the restrictions and provisions with respect to export and import or other duties or taxes which are contained in any Treaty for the time being in force between Zanzibar and any other power in relation to the Zanzibar territories of the Company.

19. The Company shall not in Zanzibar territory levy on foreigners any other duty or taxes than such as are authorised in Zanzibar territory by such treaties as last mentioned, and shall not in their other territories, without the approval of our Secretary of State, levy on foreigners any duties or taxes, other than duties and taxes similar to those authorised to be levied in Zanzibar territory by the treaties in force between Us and the Sultan of Zanzibar at the date of this Our Charter, and if any such other taxes are levied with the approval of our Secretary of State, accounts of their nature, incidence, proceeds, and application shall from time to time, if required, be furnished to Our Secretary of State at such times, and in such form, and in such manner as he directs.

20. For the more effectual prevention of the slave trade, the Company may, notwithstanding anything hereinbefore contained, levy within the territories administered by the Company, other than their Zanzibar territory, a tax on caravans and porters, or carriers carrying merchandise or other goods passing through the Company's territories, provided such tax shall not be imposed in contravention of any treaties between Great Britain and Zanzibar.

21. For regulating the hunting of elephants, and for their preservation, for the purpose of providing means of military and other transport in Our Indian Empire or elsewhere, the Company may, notwithstanding anything hereinbefore contained, impose and levy, within any territories administered by them, other than their Zanzibar territory, a licence duty, and may grant licences to take or kill elephants, or to export elephants' tusks or ivory.

22. The Company shall be subject to, and shall perform and undertake all the obligations contained in, or undertaken by Ourselves under any treaty, agreement, or arrangement between Ourselves and any other State or Power, whether already made, or hereafter to be made.

In all matters relating to the observance of this Article, or to the exercise within the Company's territories for the time being of any jurisdiction exercisable by Us under the Foreign Jurisdiction Acts, the Company shall conform to, and observe and carry out, all such directions as may from time to time be given in that behalf by Our Secretary of State, and the Company shall appoint all necessary officers to perform such duties, and shall provide such Courts and other requisites as may from time to time be necessary for the administration of Justice.

23. The Company is hereby further specially authorised and empowered for the purposes of this Our Charter—

- (I.) To fix the capital of the Company, and to increase the same from time to time, and for the purpose of raising such sums of money as it may find necessary for the proper working of the Company as the field of its operations extend, to issue shares, and to borrow moneys by debentures or other obligations.
- (II.) To acquire and hold, or charter, or otherwise deal with, steam vessels and other vessels.
- (III.) To create banks and other companies, and authorise persons and companies, and establish undertakings or associations for purposes consistent with the provisions of this Our Charter.
- (IV.) To make and maintain therein roads, harbours, railways, telegraphs, and other public and other works, and carry on therein mining and other industries.
- (V.) To make therein concessions of mining, forestal, or other rights.
- (VI.) To improve, develop, clear, plant, and cultivate any territories and lands comprised in the several grants aforesaid, or otherwise acquired under this Our Charter.

- (VII.) To settle any such territories and lands as aforesaid, and aid and ~~promote~~ immigration into the same.
- (VIII.) To grant any lands therein for terms or in perpetuity absolutely, or by way of mortgage or otherwise.
- (IX.) To make loans or contributions of money, or money's worth, for promoting any of the objects of the Company.
- (X.) To acquire and hold personal property.
- (XI.) To carry on any lawful commerce, trade, or dealing whatsoever, in connection with the objects of the Company.
- (XII.) To establish and maintain agencies in our Colonies and Possessions, and elsewhere.
- (XIII.) To sue and be sued by the Company's name of incorporation, as well in our Courts in our United Kingdom, or in our Courts in our Colonies or Possessions, or in our Courts in foreign countries, or elsewhere.
- (XIV.) To take and hold without licence in mortmain or other authority than this, our Charter, messuages, and hereditaments in England, and subject to any local law in any of our Colonies or Possessions, and elsewhere, convenient for carrying on the management of the affairs of the Company, and to dispose from time to time of any such messuage and hereditaments when not required for that purpose.
- (XV.) To do all lawful things incidental or conducive to the exercise or enjoyment of the authorities and powers of the Company in this our Charter expressed or referred to, or any of them.

24. Within one year after the date of this our Charter, there shall be executed by the members of the Company for the time being a deed of settlement, providing so far as necessary for—

- (I.) The further definition of the objects and purposes of the Company.
- (II.) The amount and division of the capital of the Company, and the calls to be made in respect thereof.
- (III.) The division and distribution of profits.
- (IV.) The number, qualification, appointment, removal, rotation, and powers of Directors of the Company, and the time when the first appointment of Directors under such deed is to take effect.
- (V.) The registration of members of the Company.
- (VI.) The preparation of Annual Accounts, to be submitted to the members at a General Meeting.
- (VII.) The audit of those Accounts by independent auditors.

(VIII.) The making of Bye-laws.

(IX.) The making and using of official seals of the Company.

(X.) The winding up (in case of need) of the Company's affairs.

(XI.) Any other matters usual or proper to be provided for in respect of a Chartered Company.

25. The Deed of Settlement shall, before the execution thereof, be submitted to and approved by the Lords of our Council, and a certificate of their approval thereof, signed by the Clerk of our Council, shall be indorsed on this Our Charter, and on the Deed of Settlement, and such Deed of Settlement shall take effect from the date of such approval.

26. The provisions of the Deed of Settlement may be from time to time varied or added to by a supplementary Deed, made and executed in such manner, and subject to such conditions, as the Deed of Settlement prescribes.

27. Such Deed of Settlement may provide for the creation of Founders' Shares, and for assigning to the holders of such shares a right to a proportion of the profits or revenues of the Company, to be defined by the Company's Deed of Settlement, to be approved, as aforesaid, without contribution to the capital of the Company.

28. The members of the Company shall be individually liable for the debts, contracts, engagements, and liabilities of the Company to the extent only of the amount for the time being unpaid on the shares held by them respectively.

29. Until such Deed of Settlement as aforesaid takes effect, the said WILLIAM MACKINNON shall be the President; the said the Right Honourable LORD BRASSEY, K.C.B., shall be Vice-President; and the said General SIR DONALD M. STEWART, Bart., G.C.B.; SIR THOMAS FOWELL BUXTON, Bart.; SIR JOHN KIRK, G.C.M.G.; General SIR ARNOLD BURROWES KEMBALL, R.A., K.C.S.I.; Lieutenant-General SIR LEWIS PELLY, M.P., K.C.B., K.C.S.I.; Colonel SIR FRANCIS DE WINTON, R.A., K.C.M.G., C.B.; W. BURDETT-COUTTS, M.P.; ALEXANDER LOW BRUCE; ROBERT PALMER HARDING; GEORGE SUTHERLAND MACKENZIE; and ROBERT RYRIE, shall be Directors of the Company, and may, on behalf of the Company, do all things necessary or proper to be done under this Our Charter by or on behalf of the Company.

AND We do further will, ordain, and declare that this Our Charter shall be acknowledged by our Governors, and our Naval and Military Officers, and our Consuls, and our other Officers in our Colonies, and possessions, and on the high seas, and elsewhere, and they shall severally give full force and effect to this Our Charter, and shall

recognise, and be in all things aiding to the Company and its Officers.

AND We do further will, ordain, and declare that this Our Charter shall be taken, construed, and adjudged in the most favourable and beneficial sense for and to the best advantage of the Company, as well in Our Courts in Our United Kingdom, and in Our Courts in Our Colonies or possessions, and in Our Courts in foreign countries or elsewhere, notwithstanding that there may appear to be in this Our Charter any non-recital, mis-recital, uncertainty, or imperfection.

AND We do further will, ordain, add declare that this Our Charter shall subsist and continue valid, notwithstanding any lawful change in the name of the Company or in the Deed of Settlement thereof, such change being made with the previous approval of our Secretary of State signified under his hand.

AND We do lastly will, ordain, and declare, that in case at any time it is made to appear to Us in Our Council that the Company have substantially failed to observe and conform to the provisions of this Our Charter, or that the Company are not exercising their powers under the recited grants, concessions, agreements, and treaties, so as to advance the interests which the Petitioners have represented to Us to be likely to be advanced by the grant of this Our Charter, it shall be lawful for Us, Our heirs and successors, and We do hereby expressly reserve and take to Ourselves, Our heirs, and successors the right and power by writing under the Great Seal of Our United Kingdom to revoke this Our Charter without prejudice to any power to repeal the same by law belonging to Us or them, or to any of Our Courts, Ministers, or Officers, independently of this present declaration and reservation.

IN WITNESS whereof we have caused these Our Letters to be made patent.

Witness ourself at Westminster, the third day of September, in the fifty-second year of our reign.

BY WARRANT under the Queen's Sign Manual.

MUIR MACKENZIE.
(Seal.)

APPENDIX No. 4
BARON LAMBERMONT'S AWARD
(Translated from the French)

BARON LAMBERMONT TO LORD VIVIAN.

BRUSSELS, 17th August 1889.

MY LORD,—I hand to your Excellency the Award which I have given upon the subject of the Island of Lamu, in fulfilment of the mandate which her Britannic Majesty's Government and the Imperial German Government did me the honour to confer on me.

Being an Arbitrator and not a Mediator, I had only to pronounce what were the strict rights, and I could not enter into the domain of compromises.

But if the study which I have had to make, and a loyal spirit of conciliation could entitle me in the eyes of the two Governments to do so, I would here record, in a purely personal manner, and without confining myself to the strict limits of my judicial task, the impression which has been left on me by an examination of the facts accomplished, or in course of being accomplished, in East Africa, and a wish which is at the bottom of my sentiments.

In 1886, Germany and England, in a spirit of mutual harmony, and by an agreement to which the Sultan of Zanzibar adhered, adjusted their respective rights in a considerable portion of East Africa. This act was not and could not be complete; it corresponded to a given state of affairs, and to some extent necessarily followed the march of events. Could not the same as was done three years ago, with regard to the territories to the south of the Tana, be done with regard to those which lie to the north of that river? I do not venture to decide that question. It is for the interested Governments to examine it, and, if the case arises, to select the opportune moment. Upon so vast a theatre there are numerous elements of compromise. If a fresh agreement should be made, regulating them, one could not only arrive at arrangements which would settle the present difficulties

in a mutually advantageous manner, but one would eliminate for the future the very source of differences which, in the present state of affairs, have a tendency to multiply.

These desirable results cannot be expected from an award which decides by right, and upon an isolated case ; it separates the interests at issue, and does not reconcile them. It may leave behind it regrets ; it does not suppress the principle of rivalry capable of hampering the course of works of civilisation, for which the spirit of concord and the co-operation of all beneficent energies are the first condition of success. It is the sincere wish of the Arbitrator to see the two great Powers complete, in that sense, the task which has devolved upon him, and arrive at a general compromise worthy of their sagacity, and worthy of the solicitude which they manifest, in an equal degree, for the grave interests involved in the taking possession of African territories by European nations.

Upon the conclusion of my task, I desire to express once more my profound gratitude for the token of confidence bestowed on me, and which I ascribe entirely to my country, and to my sovereign. Permit me to hope, my Lord, that your excellency, with your perfect obligingness, will be good enough to act as my intermediary with her Majesty's Government.

I take the opportunity, etc. etc.,

(Signed) BARON LAMBERMONT.

AWARD given on the 17th August by BARON LAMBERMONT,
Minister of State of his Majesty the King of the Belgians,
on the subject of the Island of Lamu.

We, Baron Lambermont, Minister of State of his Majesty the King of the Belgians :

Having accepted the appointment of Arbitrator which has been conferred on us by the Government of her Majesty the Queen of Great Britain and Ireland, Empress of India, and by the Government of his Majesty the Emperor of Germany, King of Prussia, with reference to a dispute which has arisen between the Imperial British East Africa Company and the German Witu Company :

Animated by the sincere desire to respond, by a scrupulous and impartial decision, to the confidence which the two Governments have shown in us :

Having for that purpose duly examined and maturely considered the documents which have been produced on either side :

And desiring to give a decision upon the subject of the dispute, which is the farming of the customs, and the administration of the Island of Lamu situate on the East Coast of Africa :

One of the parties claiming for the German Witu Company priority of right as to such farming :

The other contending that the late Sultan and the present Sultan of Zanzibar undertook to concede the said farming to the Imperial British East Africa Company, and that the objections raised on the part of Germany are not of a nature to place any obstacle in the way of the Sovereign of the Island of Lamu fulfilling the obligations contracted by his predecessor and himself toward that Company.

I.

Considering that in the Memorandum presented by the Imperial German Government, the right of the Witu Company is, in the first place, stated to be derived from the Convention made on the 29th October and 1st November 1886 between Germany and England, and from the signification said to have been attached to that Agreement by the contracting Powers.

Whereas the said Convention circumscribed the area to which it is to apply within expressly determined limits, namely—starting from the sea—the Rovuma on the south and the Tana on the north.

Whereas it then divided this space into two zones, separated by a line of demarcation following the Wanga or Umbe.

Whereas of these two zones, one is allotted exclusively to German influence, which is to be exercised to the south of the line of demarcation, and the other exclusively to English influence, which is to be exercised to the north of the said line.

Whereas the respective limits of the two zones of influence are thus clearly fixed, and are formed by the line of demarcation and the perimeter, beyond which they cannot extend without going out of the territory subject to the arrangement.

Whereas, to draw from the spirit or sense of the Convention an inference which does not arise from its text, and which would attribute to Germany exclusive freedom of action in the territories situate to the north of the Tana, it would be necessary that a special and fresh agreement should be made to that effect between the contracting Powers, and should be duly proved.

Whereas no document is produced proving the existence of such an agreement.

And whereas such proof does not arise from the Note of the British Government, dated 7th September 1888, inasmuch as, in

admitting that the sphere of English influence does not extend as far as the river Osi, that document is in perfect harmony with the terms of the 1886 arrangement, which limits its application to the territories comprised between the Rovuma and the Tana.

For these reasons :

We are of opinion that—save the clause which acknowledges as belonging to the Witu territory the strip of coast between Kipini and the northern end of the Bay of Manda—the Anglo-German agreement of the 29th October and 1st November 1886 does not extend its effects either beyond the Tana or beyond the Rovuma, and does not give either of the parties a preferential right as to the farming of the customs, and the administration of the Island of Lamu, which is situate beyond the limits within which the said arrangement is, according to its own terms, to have its application.

II.

Considering that, according to the German Memorandum, the Islands of the Bay of Manda, from a geographical point of view, belong to the Witu country, of which they are said to be the prolongation ; that, looked upon from a commercial standpoint, the Island of Lamu is the place of deposit for the goods which come from the Witu country, or which are intended for that German possession ; and lastly, that its connection with the continent still further appears in regard to judicial or political order, by reason of the manifold relations of the inhabitants of the island with the continent, and the questions of ownership, or of cultivation connected therewith ; the whole of these facts demonstrating that the administration of the island must be intrusted to the same hands as have the administration of the continent ;

Considering that, on the other hand, the English Memorandum represents the Island of Lamu as having for a long time past been a mart for British commerce, a place where the steamers of the British India Company trading to East Africa touch, and a centre of commerce which is almost exclusively in the hands of English merchants.

WHEREAS no argument drawn from the proximity of the continent could, so far as regards the Island of Lamu, prevail against the formal clause of the Anglo-German agreement of the 29th October and 1st November 1886, which places that Island amongst the possessions, the sovereignty of which is acknowledged in the Sultan of Zanzibar.

And if considerations based upon financial and administrative

interests or upon political convenience can show the advantages or the disadvantages offered by a solution in conformity with the views of one or the other of the parties, such reasons do not rank as a mode or acquisition recognised by international law.

For these reasons :

We are of opinion that neither the geographical connection, nor the commercial connection, nor the political interest, properly so called, place either of the parties in a position to claim, as a right, the cession of the customs and the administration of the Island of Lamu.

III.

The questions of a prejudicial character being thus decided and the discussion being reduced to the question of the engagements said to have been entered into by the Sultans of Zanzibar towards the two parties :

Considering that it is necessary to examine whether and to what extent the engagements invoked by the two parties combine the conditions necessary for the proof of their existence and their validity ;

As regards the German Witu Company :

Considering that, on the 10th December 1887, the German Consul-General and Mr. Toeppen, the representative of the Witu Company, had an audience of the Sultan Seyyid Barghash, of which audience the Consul-General gave an account to his Government by a report, which is not produced, but the analysis of which in the German Memorandum ends with these words : 'The result of this interview expanded may be summed up in this sense, that the Sultan declared himself to be at once ready (*'sofort sich bereit erklarte*) to grant the Concession for the Islands of Manda Bay to the Witu Company, as soon as the other arrangement with the German East African Company should be concluded, and that he only desired to retain his freedom of action for the fixing of one method or the other of indemnifying him in money ;' and that in his letter of the 16th November 1888 to the Sultan Seyyid Khalifa, the Consul-General expresses himself thus : 'I take the liberty of recalling the fact that, under Seyyid Barghash, negotiations were already carried on for a concession of the islands of Manda Bay to the German Witu Company, of which Mr. Toeppen is the representative at Lamu. Seyyid Barghash received Mr. Toeppen in my presence and showed himself ready to assume such an engagement (*'Seyyid Barghash hat seine Bereitwilligkeit ein derartiges Abkommen zu treffen ausges-*

prochen) as soon as the Convention with the East African Company should have been concluded.'

Whereas the expressions made use of by the Sultan, taken in their natural sense, would imply the intention of concluding a Convention.

Whereas in order to transform this intention into a unilateral promise, availing as a Convention, the harmony of wishes ought to have been manifested by the express promise of one of the parties, together with the acceptance of the other party, and this harmony of wishes should have applied to the essential elements which constitute the subject of the Convention.

Whereas in a case such as the one in question, the farming of the customs and administration of a territory or a port must be a mutual contract, comprising on the part of the lessor the cession of the exercise of sovereign rights, which may be formulated in very different manners as regards their subject and their duration, and consisting on the part of the lessee of a fixed or proportionate royalty.

Whereas in the words attributed to the Sultan, such as they are summed up by the German Memorandum and reproduced in the letter of the German Consul-General of the 16th November 1888, the essential conditions of the contract to be entered into are not fixed.

Whereas, if no law prescribes any special form for Conventions between independent States, it is none the less contrary to international usages to contract verbally engagements of that nature and of that importance.

Whereas the adoption of the written form is particularly necessary in dealings with the Governments of but little civilised nations, which often only attach binding force to promises made in a solemn form or in writing.

Whereas, especially in this case, the existence of a verbal Convention should be shown by formal stipulations, and one could not, without grave detriment to the security and facility of international relations, infer it from the simple statement that one is ready to grant a concession ;

Whereas no other documents written about the period in question are produced but the letter dated 21st November 1887, in which the German Consul-General transmitted to Sultan Seyyid Barghash the proposal of Mr. Toeppen, and the acknowledgment of receipt by the Sultan, dated the same day and which said nothing about the actual issue.

Whereas between the 10th December 1887, the date of the

of the employees, and though mentioned have been found, Sale of receipt showed that at that

Whereas therefore, whatever of Sultan Seyyid Barghash, paid only has been furnished ; and although it is mentioned in the General wrote to the Sultan on it is referred to in the despatch Government after the audience must be a principle, in international law irrespective of any question of title for one's self.

Whereas lastly, however worthless may be, and putting his good faith in the words of Sultan Seyyid Barghash gathered and translated by a Dr. check the accuracy of such translations neither confirmed by the late successor ;

For these reasons :

We are of opinion that proof of the contract contracted by Sultan Seyyid Barghash to lease the customs and the administration to the German Witu Company is sufficient

Khalifa is said to have declared to the German Consul-General, in June 1888, that he would not grant any further Concession without having come to an understanding with the representatives of Germany and of England, and according to the letter of the German Consul-General to the Sultan dated the following 16th November, the latter had assured him that there was as yet no English proposal, and that if any should be put forward, he would ask the opinion of the German Consul-General in advance.

Whereas, in his letter of the 12th January 1889 to the said Consul-General, Seyyid Khalifa denies that he made or could have made such declarations, saying that the mistake might in his opinion have arisen from a misunderstanding attributable to the Dragoman ; and, in his letter of the 16th of the same month to the English Consul-General, which letter is inserted in the English Memorandum, his Highness repeated his denials.

Whereas, without putting in question the good faith of the parties, one can and must acknowledge that the declarations in question could not in themselves have conferred any right on the Witu Company to the Island of Lamu.

And moreover, as regards their bearing in other respects, they would come, by reason of their form, within the application of the principles above enunciated.

For these reasons :

We are of opinion that the facts subsequent to the interview of the 10th December 1887 have not altered the bearing of that interview as defined in the foregoing conclusions.

As regards the Imperial British East Africa Company :

Considering that, according to the English Memorandum, the Sultans of Zanzibar have, since 1887, constantly held at the disposal of Mr. William Mackinnon, his partners, and the future British Company, a concession of territories, including the Island of Lamu ; that the said concession, far from being ever rejected or withdrawn, is said to have been accepted from time to time with regard to certain parts of these territories, the remainder, and particularly Lamu, having been reserved for the subsequent disposal of the said persons and Company.

Whereas the Contract of cession which should form the basis of these promises is represented only by a draft, which bears neither date nor signature ;

Whereas, in that form, it can only be looked upon as a proposal made to Sultan Seyyid Barghash, without it being proved that such proposal was transformed into a Concession from his Highness to

Mr. Mackinnon or into a general promise to cede the administration from the Sultanate to the English Company, which promise the said Company had successively accepted for the various parts of the territories belonging to the Sultan.

Whereas none of the subsequent documents alleged by the English Company directly and clearly mentions this project, which was never commenced to be carried out.

Whereas the evidence of General Mathews, commander of the Sultan's troops, which is recited in the English Memorandum and was taken on oath on the 23rd January 1889, mentions *negotiations* entered into about nine years previously and carried on up to the beginning of 1887, but does not cite any Convention concluded during that period.

Whereas the document in solemn form delivered by Sultan Seyyid Barghash to the English Consul-General under date of the 6th December 1884, would have been useless if the Draft of 1877 had had the force of a contractual promise absolutely binding the Sultan towards the Imperial British Company.

Whereas it is not possible, with the aid of the documents produced, to connect with that draft, by a direct link showing the execution of a previous perfect and valid Convention, the negotiations which were resumed by Mr. Mackinnon in the spring of 1887.

Whereas under date of the 22nd February 1887, Sultan Seyyid Barghash sent Mr. Mackinnon a telegram, in which his Highness declared himself ready to grant him the Concession which he (Mr. Mackinnon) had previously proposed, and this offer was followed, on the 24th May, by the conclusion of an agreement conceding to the Imperial British Company the strip of coast from the Wanga to Kipini.

Whereas in that agreement no mention is made of the territories situate to the north of Kipini and comprising the Island of Lamu.

Whereas with regard to these latter, the Imperial British Company limits itself to invoking the evidence of General Mathews to the effect that, to his knowledge, these territories were offered by the Sultan to Mr. Mackinnon in 1887; that he always understood that they were reserved, in accordance with Mr. Mackinnon's wish, for a subsequent Concession; and that he was sent, as representative of the Sultan, to make a verbal communication to Mr. E. N. Mackenzie, the agent of the Imperial British Company, authorising him to inform Mr. Mackinnon that all the territories to the north of the Kipini would be offered to him in preference, when they came to be leased or ceded.

Whereas, in the verbal message with which General Mathews was intrusted, whatever consideration his evidence may merit, one cannot find the elements of an actual and positive promise to grant a concession, whereof the essential conditions were sufficiently determined.

And, as regards the reserved or anticipated acceptance of Mr. Mackinnon, it only forms the subject of a purely personal opinion on the part of the General.

Whereas the evidence of General Mathews is in harmony with the above quoted telegram of Sultan Seyyid Barghash with reference to the intention of treating with the English, and this intention is found again and takes shape in the letter addressed by his successor on the 26th August 1888 to the English Consul-General.

Whereas, however, if this latter letter constitutes a political engagement between Government and Government not to cede the administration of the Sultanate to any others than to subjects of the Sultan, or to Englishmen, or to Mr. Mackinnon so far as regards Zanzibar and Pemba, one does not yet find in it the direct and actual promise to cede to the Imperial British Company itself all the ports of the north.

Whereas the intention of treating with the English is, moreover, expressed in an evident manner in the letter of Seyyid Khalifa to the German Consul-General, dated 12th January 1889.

And there is no occasion to pay any regard to the objection that this determination was vitiated through having had a false cause, viz., that the Sultan Seyyid Khalifa only adopted it on account of a promise which he believed to have been made by his predecessor to the English Company, as the knowledge of the communication made on the 22nd February 1887 by his predecessor, and the steps taken in the name of the latter by General Mathews may legitimately have influenced his decision, and the Sultan may moreover have decided not from one sole motive, as appears from his said letter to the German Consul-General and from those which he sent in the course of the same month to the English Consul-General, and which are reproduced in the English Memorandum.

Whereas the intention repeatedly manifested by Sultan Seyyid Khalifa was transformed into a fact by the negotiations which were opened in the month of January 1889, between his Highness and Mr. Mackenzie, the attorney of Mr. Mackinnon.

Whereas in these negotiations the essential conditions of the resumption of the administration and customs of the Island of Lanu were put forward and discussed for the first time between the parties.

Whereas harmony of wishes was established upon all points, as is shown by the exchange of the letters of the 19th and 20th January 1889, between the Sultan and Mr. Mackenzie, combined with the telegram from the Sultan to Mr. Mackinnon dated the 30th of the same month.

But whereas the document so prepared has not received the signature of the Sultan and the latter has subordinated it to the removal of an obstacle which stopped his final determination.

For these reasons :

We are of opinion that the Sultan has remained free to dispose of the exercise of his sovereign rights, within the limits traced out by the letter of his predecessor to Sir John Kirk of the 6th December 1884 and by the one which he himself addressed to the English Consul-General on the 26th August 1888.

And that the Imperial British East Africa Company does not produce any engagement validly assumed towards it by any of the Sultans of Zanzibar, and creating in its favour an exclusive right to the resumption of the customs and the administration of the Island of Lamu.

Considering lastly that the signing of the Convention formulated between the Sultan Seyyid Khalifa and the representative of the Imperial British East Africa Company has only been deferred in consequence of the opposition of the German Consul-General.

And whereas this opposition is founded upon the right of priority claimed by the German Witu Company, the reality of which right has formed the subject of the foregoing conclusions :

For these reasons :

We are of opinion that the proposed agreement between the Sultan Seyyid Khalifa and the representative of the Imperial British East Africa Company on the subject of the Island of Lamu can be signed without giving rise to any rightfully founded opposition.

Done at Brussels in duplicate.

17th August 1889.

(Signed) BARON LAMBERMONT.

APPENDIX No. 5.

AGREEMENT BETWEEN HIS HIGHNESS THE SULTAN OF ZANZIBAR AND GERALD HERBERT PORTAL, ACTING ENGLISH CONSUL-GENERAL.

His Highness Seyyid Khalifa-Bin-Said, with the concurrence of the English Government, hereby grants a lease of his possessions to the Imperial British East Africa Company on the following conditions:—

1. His Highness hands over to the Imperial British East Africa Company all his towns, lands, and possessions on the mainland from Kipini to Mruti or Marote (excepting Witu) including the islands of Lamu and Manda and Patta and Kiwihu and all other islands in that vicinity, and in Manda Bay, and any other islands on that coast, and the ports of Kisimayu, Brawa, Merka, Magadisho, and Warsheikh and Mruti to be at disposition of and in the hands of the Company.

2. These possessions to be held by the Company as his Highness's wakil and plenipotentiary and agent, and they are to be administered according to the Sherial (Mohammedan laws and customs). His Highness's flag Liwalis, Askaris, and Katteis will be maintained. His Highness's authority will be respected as now, but these officials will be under the orders of the Company in all fiscal matters and for the maintenance of public order; but his Highness will have the right of veto in matters of public polity in so far as concerns his subjects.

3. The custom duties in the above mentioned places are to be levied in conformity with the existing treaties between his Highness and Foreign States, and his Highness's subjects will be liable to the same duties.

4. In the above mentioned places the Company will have the right to select for their own use during the period of this concession any building for or belonging to his Highness.

The Company will have the right to acquire lands and buildings by purchase or negotiation, with consent of the proprietors.

5. This agreement is for five years from the date of its signature. After these five years have elapsed the Sultan shall give another concession for more than five years, according to agreement between himself and the Company.

6. For five years the employees of his Highness will remain in the Custom House. After the lapse of this period his Highness will hand over the customs entirely to the Company, and all increase on net profit shall be divided equally between his Highness and the Company.

In faith whereof his Highness, Seyyid Khalifa-Bin-Said, and Gerald Herbert Portal, British Acting Agent, and Consul-General on behalf of the Imperial British East Africa Company, have signed this agreement, and affixed their seals.

Done at Zanzibar, this 31st day of August 1889.

(Seal) Signed and sealed in Arabic by his Highness.

(Seal) Subject to concurrence of the Imperial British East
Africa Company (Signed) G. H. PORTAL.

APPENDIX. No. 6

MANDA AND PATTÀ CONCESSION (Correspondence)

COLONEL EUAN SMITH TO THE MARQUIS OF SALISBURY

(No. 133. Confidential. Ext. 76, 80, and 84.)

ZANZIBAR, April 2, 1890.

MY LORD,—I have the honour to report, for the information of your Lordship, that on the 27th ultimo the German Consul-General called upon me in order to communicate to me the substance of a despatch received by him from Berlin, and according to which he was instructed to demand from his Highness the Sultan of Zanzibar the rescission of the concession of the islands of Manda and Patta recently granted by the late Sultan Seyyid Khalifa to the Imperial British East Africa Company, the demand in question being based upon the contents of a despatch from the British Ambassador at Berlin to the German Foreign Office, in which it was admitted that his Highness the Sultan had no right to make such a concession.

Dr. Michahelles proceeded to inform me that he had no wish to address the Sultan in the sense indicated without previously informing me and feeling assured that his demand would not meet with opposition from myself. He was anxious that the Sultan should understand that the British and German representatives were acting generally in complete harmony one with the other; and he would await before addressing his Highness the result of any telegraphic communication I might deem it advisable to make to your Lordship on the subject. Dr. Michahelles plainly evinced a desire that the demand when made should receive my support.

I thanked the German Consul-General for his courtesy in mentioning this matter to me, and stated that I would at once communicate to your Lordship by telegraph the substance of what he had said to me during our interview.

On the afternoon of the 31st ultimo, the German Consul-General called upon the Sultan to take leave of his Highness previous to his departure for Witu, and took the opportunity of mentioning to his Highness the nature of the demand which he was instructed to make, after which he came to visit me and mentioned what he had done.

That same evening he addressed to the Sultan a letter (of which I enclose translation), in which he formally demanded the rescission of the concession of the islands of Manda and Patta which His Highness the late Seyyid Khalifa had made to the British Company. The Sultan replied to this demand in a letter dated to-day, and of which he has had the goodness to furnish me with a copy. Translation is herewith enclosed. The Sultan has also sent me copy of the letter (of which I likewise enclose translation) which he has addressed to the Administrator-in-chief of the Imperial British East Africa Company, temporarily suspending the concession of these islands, and promising its immediate renewal as soon as the arbitration shall have been decided in his favour.—I have, etc.

(Signed) C. B. EUAN-SMITH.

DR. MICHAELLES TO THE SULTAN OF ZANZIBAR.

(Translation.)

(After compliments.)

March 31, 1890.

I have to inform your Highness of what was agreed upon between my Government and the English Government in the months of October and November 1886 regarding the boundaries of the Zanzibar Sultanate. It was not decided at that time to whom the islands of Manda and Patta belonged, and it was agreed upon by the two Governments that this question was to be disposed of after mutual consultation. The late Seyyid Khalifa committed a mistake in leasing these two islands to the English Company, together with the farming of the customs there. The question was under the consideration of the two Governments, who had not yet come to a decision as to the ownership of those two islands. The late Seyyid Khalifa ought to have consulted the two Governments before he granted the concession to the Company. Your Highness should therefore rescind your concession regarding the islands of Manda and Patta, and leave them in the same condition until the two Governments have come to an agreement about them.

I have received orders from my Government, who have recognised your Highness as a sovereign, to request you to rectify what has been done by the late Seyyid Khalifa under a misapprehension.

I request your Highness to cancel the concession of Manda and Patta granted to the British Company.

This is what I have to inform your Highness of. Please answer me. May God give you a long life.

(Signed) G. MICHAELLES,
Imperial German Consul-General.

THE SULTAN OF ZANZIBAR TO DR. MICHAELLES.

(Translation.)

(After compliments.)

April 2, 1890.

Oh, my friend ! we have received your letter of yesterday's date regarding the islands of Manda and Patta, and we have now understood what you mentioned. What you say has caused us much surprise and regret and astonishment, and we cannot in our heart understand the reason how it can be said that these islands do not belong to us to do what we please with.

Oh, my friend ! they have always belonged to us since the time of our fathers, and your Janab yourself, in your letter of the 16th November 1888, to our late lamented brother Seyyid Khalifa, expressly asked him to concede these islands of Manda and Patta to the Germans, and he replied that he had promised them to the English, and in that time there was no question that they belonged to somebody else, as is now said by you.

But our belief in the all-seeing justice of God, which is not a new thing of yesterday, and in the uprightness of the two great Governments, is very great. And our desire to do everything to please German Government, by whose order you write, is also very great. The arbitration which we hear is intended to be made upon our rights will surely make them as clear as day, and will destroy all other claims for ever. We have no fear on these points. God is great ! We will therefore, since you wish it, write to the British Company and tell them that we suspend the concession we gave them for the islands, and that it is abeyance until our sovereign rights are for ever determined by arbitration, at which time we shall restore the concession to them as before.

But oh, my friend, we write this letter (of which we send you a copy) only to please your great Government, and on distinct understanding that it must not be considered as any proof or any admission on our part that we yield even one little bit of our sovereign rights to these islands, which have always been ours. We maintain those rights. Also, it must not be considered that we had no right to cede these islands to the British Company, and that for that reason we have suspended the concession. They are our property, like all other concessions, and let this be known to you from your friend, and salaam.

THE SULTAN OF ZANZIBAR TO IMPERIAL BRITISH EAST AFRICA
COMPANY.

(Translation.)

(After compliments.)

April 2, 1890.

Oh, my friend ! Be it known to you that our friend the German Consul-General has written to us, by order of his Government, and has also spoken on the matter to us, that the two great Governments have decided that the question of our sovereignty over Manda and Patta must be sent to arbitration, and he says that these islands have not been proved to belong to us, and that others claim them, and that our late brother did wrong in giving the concession of them to you.

But we cannot understand this, for the islands have belonged to us ever since the time of our fathers, and our friend the German Consul-General himself asked our brother to concede them to the Germans, and he refused, because he had given them to the English. But we wish to please the Government of Germany if we can ; and what can it matter to us if our claims go to arbitration ? They must be decided in our favour. Our sovereign rights are known to all and God, and the two great Governments cannot do us injustice. But the German Consul-General has asked us to cancel our concession to you for these islands, but this is not necessary for the sake of the arbitration desired by the two Governments. We have told him that we will write to you, and ask you to consider the concession of the islands as being suspended until our rights are decided for ever by arbitration. And we will then at once restore the concession to you. And this is what we have to ask of you. Please do nothing with regard to the concession until the arbitration is decided in our favour, when we will once again give it to you with the same rights and privileges as before.

This is what we ask of you, and salaam from your friend.

APPENDIX No. 7

ITALIAN AGREEMENT

(3rd August 1889)

AGREEMENT entered into the 3rd day of August 1889, between THE IMPERIAL BRITISH EAST AFRICA COMPANY, hereinafter called the British Company, of the one part, and M. CATALANI, Chargé d'Affaires for his Majesty the King of Italy in London, for and on behalf of the Royal Italian Government of the other part, whereby it is agreed as follows :—

1st. WHEREAS negotiations have been carried on for some time past and are still pending between the British Company and his Highness Seyyid Khalifa, Sultan of Zanzibar, for the cession by the said Sultan to the British Company of certain lands, territories, and countries which lie on the coast from and including Kismayu, and north of the mouth of the river Juba including the ports of Brava, Meurka and Magadisho with radii landwards of ten sea miles and of Warsheikh with a radius of five sea miles. AND WHEREAS his Highness the said Seyyid Khalifa, Sultan of Zanzibar, by a letter dated January the 15th, 1889, addressed to his Majesty the King of Italy through her Britannic Majesty's Agent and Consul-General at Zanzibar authorised his Majesty the King of Italy's Government to arrange with the British Company for the joint occupation of Kismayu. AND WHEREAS the Royal Italian Government are desirous of acquiring territories and ports on the East Coast of Africa and the British Company are anxious to assist the Royal Italian Government in attaining such object.

Now it is hereby mutually agreed between the parties hereto that when his Highness Seyyid Khalifa, Sultan of Zanzibar, concedes to and hands over according to his promises and declarations to the British Company the said lands, territories, and countries lying on such coast from and including Kismayu and north of the mouth of the river Juba, including the ports of Brava, Meurka, and Magadisho

with radii landwards of 10 sea miles and of Warsheikh with a radius of five sea miles, the British Company shall with the consent and approval of the Sultan but at the expense of the Italian Government transfer or cause to be transferred to the duly authorised Agents of the Italian Government the aforesaid lands, territories, and countries and the above ports of Brava, Meurka, Magadisho and Warsheikh to be held by the Italian Government on the same terms and conditions as those which may be contained in the Concession to be granted for the aforesaid ports and territories to the British Company or on the best terms obtainable from the Sultan. Except as to Kismayu and its adjoining territory which is to be jointly occupied by the parties hereto as hereinafter provided.

2nd. The Italian Government hereby agrees to indemnify the British Company from all expenses, reasonable demands, and claims, if any that may arise by reason of the provisions of this Agreement or in the carrying out of the same.

3rd. The British Company agree with the Italian Government upon an equal joint occupation of Kismayu and its adjoining territory, as conceded by the Sultan, which will be jointly and equally held and administered by the two contracting parties. Both the British Company and the Italian Government shall possess at Kismayu and its adjoining territory perfect equality of rights and privileges, but subject always to the terms if any of the Concession to be granted as aforesaid. The Italian Government and the British Company shall bear and pay an equal share of the cost of administration, and shall divide equally the net returns from Kismayu and its adjoining territory. The detailed provisions for arriving at a *modus vivendi* and carrying out in the most friendly way the provisions of this clause are to be agreed upon and settled and at Kismayu by the Agents of the Italian Government and the Agents of the British Company duly authorised as soon as possible after Kismayu has been handed over by the Sultan of Zanzibar to the British Company and by the British Company to the Italian Government.

4th. The Italian Government bind themselves to limit the Italian sphere of influence and operations on the East African Continent by refraining from exercising any political or other influences, accepting protectorates, making acquisitions of lands, or interfering with the extension of British influence on the territories or over the tribes lying to the west or south of a line drawn from the north bank of the mouth of the Juba river and intended to keep always on the north and east sides of the river Juba to the point where the 8th degree of north latitude intersects the 40th degree of east longitude, and a line

drawn direct from the above-named point and running over the parallel intersecting the 35th degree of longitude east of the meridian of Greenwich. On their part the British Company agree and bind themselves to limit the said British Company's sphere of influence and operations on the East African Continent by refraining from exercising any political or other influence, accepting protectorates, making acquisitions of lands, or interfering with the extension of Italian influence on the territories or over the tribes lying to the east and north-east of the lines above specified, provided nevertheless that if the course of the Juba river should on survey be ascertained to flow at any points to the north or east of the above-mentioned lines, then the northern or eastern bank of the said river, as the case may be, shall at such points be accepted as the line of demarcation between the said parties. This proviso however shall only extend to deviations of the said river up to the point where the 8th degree of north latitude intersects the 40th degree of east longitude. The above-mentioned lines are distinctly marked in red on the map annexed hereto, and which map for the purposes of identification has been signed by the parties hereto.

5th. It is hereby further agreed that the Italian Government shall have joint and equal rights with the British Company of navigation on the river Juba and its tributaries so far as it may be requisite to give the Italian Government free access to the territories reserved to its sphere of influence as above-mentioned.

6th. The two contracting parties agree that any controversies which may arise respecting the interpretation or the execution of the present agreement, or the consequences of any violation thereof, shall be submitted when the means of settling them by means of an amicable arrangement are exhausted to the decision of the Commissions of Arbitration, and that the result of such arbitration shall be binding upon both contracting parties. The members of such Commissions shall be elected by the two contracting parties by common consent, failing which each of the parties shall nominate an Arbitrator, or an equal number of Arbitrators, and the Arbitrators thus appointed shall select an Umpire.

7th. The Royal Italian Government reserve to themselves full power to delegate all their rights, powers, and privileges belonging to them or acquired through the present agreement to an Italian Company in course of formation to be called 'The Royal Italian East Africa Company,' or some such similar name, binding themselves, however, that the said Italian Company shall comply with all obligations undertaken herein by the Italian Government who will

themselves remain responsible for the strict compliance with the obligations herein contained. This Agreement to be construed according to English Law.

Done and signed at London in duplicate in the English and Italian languages, with the understanding that the English text shall be binding, this 3rd day of August in the year 1889.

Signed by the said Sir William	}	W. MACKINNON.
Mackinnon and Signor Cata-		
lani in the presence of George		
S. Mackenzie.		T. CATALANI

3rd August 1889.

Notwithstanding the boundaries herein specified, the Imperial British East Africa Company shall have the right to require that the boundary shall be modified by drawing a line in a north-westerly direction from about the 37th degree of east longitude on the 8th degree of north latitude to a point on the Blue Nile or Abawi River westward of the 37th degree of east longitude, which river shall be the boundary to the 35th degree of east longitude, thereafter the boundary westwards and northwards shall be as marked on the map.

APPENDIX No. 8

AGREEMENT OF JULY, 1, 1890

THE undersigned,—

Sir Edward Baldwin Malet, her Britannic Majesty's Ambassador Extraordinary and Plenipotentiary ;

Sir Henry Percy Anderson, Chief of the African Department of her Majesty's Foreign Office ;

The Chancellor of the German Empire, General von Caprivi ;

The Privy Councillor in the Foreign Office, Dr. Kraeul,—

Have, after discussion of various questions affecting the Colonial interests of Germany and Great Britain, come to the following Agreement on behalf of their respective Governments :—

ARTICLE I.

In East Africa the sphere in which the exercise of influence is reserved to Germany is bounded—

1. To the north by a line which, commencing on the coast at the north bank of the mouth of the river Umbe, runs direct to Lake Jipé ; passes thence along the eastern side and round the northern side of the lake, and crosses the river Lumé ; after which it passes midway between the territories of Taveita and Chagga, skirts the northern base of the Kilimanjaro range, and thence is drawn direct to the point on the eastern side of Lake Victoria Nyanza which is intersected by the 1st parallel of south latitude ; thence, crossing the lake on that parallel, it follows the parallel to the frontier of the Congo Free State, where it terminates.

It is however understood that, on the west side of the lake, the sphere does not comprise Mount Mfumbiro ; if that mountain shall prove to lie to the south of the selected parallel, the line shall be deflected so as to exclude it, but shall, nevertheless, return so as to terminate at the above-named point.

2. To the south by a line which, starting on the coast at the northern limit of the Province of Mozambique, follows the course of

the river Rovuma to the point of confluence of the Msinje ; thence it runs westward along the parallel of that point till it reaches Lake Nyassa ; thence striking northward, it follows the eastern, northern, and western shores of the lake to the northern bank of the mouth of the river Songwe ; it ascends that river to the point of its intersection by the 33rd degree of east longitude ; thence it follows the river to the point where it approaches most nearly the boundary of the geographical Congo Basin defined in the 1st Article of the Act of Berlin, as marked in the map attached to the 9th protocol of the Conference.

From that point it strikes direct to the above-named boundary ; and follows it to the point of its intersection by the 32nd degree of east longitude ; from which point it strikes direct to the point of confluence of the northern and southern branches of the river Kilambo, and thence follows that river till it enters Lake Tanganyika.

The course of the above boundary is traced in general accordance with a map of the Nyassa-Tanganyika plateau, officially prepared for the British Government in 1889.

3. To the west by a line which, from the mouth of the river Kilambo to the 1st parallel of south latitude, is conterminous with the Congo Free State.

The sphere in which the exercise of influence is reserved to Great Britain is bounded—

(1.) To the south by the above-mentioned line running from the mouth of the river Umba to the point where the 1st parallel of south latitude reaches the Congo Free State. Mount Mfumbiro is included in the sphere.

(2.) To the north by a line commencing on the coast at the north bank of the mouth of the river Juba ; thence it ascends that bank of the river, and is conterminous with the territory reserved to the influence of Italy in Gallaland and Abyssinia, as far as the confines of Egypt.

(3.) To the west by the Congo Free State, and by the western watershed of the basin of the Upper Nile.

ARTICLE II.

In order to render effective the delimitation recorded in the preceding Article, Germany withdraws in favour of Great Britain her Protectorate over Witu. Great Britain engages to recognise the sovereignty of the Sultan of Witu over the territory extending from

Kipini to the point opposite the island of Kwyhoo, fixed as the boundary in 1887.

Germany also withdraws her Protectorate over the adjoining coast up to Kismayu, as well as her claims to all other territories on the mainland to the north of the river Tana, and to the islands of Patta and Manda.

ARTICLE III.

In South-West Africa the sphere in which the exercise of influence is reserved to Germany is bounded :

1. To the south by a line commencing at the mouth of the Orange River, and ascending the north bank of that river to the point of its intersection by the 20th degree of east longitude.

2. To the east by a line commencing at the above-named point, and following the 20th degree of east longitude to the point of its intersection by the 22nd parallel of south latitude, it runs eastward along that parallel to the point of its intersection by the 21st degree of east longitude ; thence it follows that degree northward to the point of its intersection by the 18th parallel of south latitude ; it runs eastward along that parallel till it reaches the river Chobe ; and descends the centre of the main channel of that river to its junction with the Zambesi, where it terminates.

It is understood that under this arrangement Germany shall have free access from her Protectorate to the Zambesi by a strip of territory which shall at no point be less than 20 English miles in width.

The sphere in which the exercise of influence is reserved to Great Britain is bounded to the west and north-west by the above-mentioned line. It includes Lake Ngami.

The course of the above boundary is traced in general accordance with a map officially prepared for the British Government in 1889.

The delimitation of the southern boundary of the British territory of Walfish Bay is reserved for arbitration, unless it shall be settled by the consent of the two Powers within two years from the date of the conclusion of this Agreement. The two Powers agree that, pending such settlement, the passage of the subjects and the transit of goods of both Powers through the territory now in dispute shall be free ; and the treatment of their subjects in that territory shall be in all respects equal. No dues shall be levied on goods in transit. Until a settlement shall be effected the territory shall be considered neutral.

ARTICLE IV.

In West Africa :—

1. The boundary between the German Protectorate of Togo and the British Gold Coast Colony commences on the coast at the marks set up after the negotiations between the Commissioners of the two countries of the 14th and 28th of July 1886 ; and proceeds direct northwards to the 6° 10' parallel of north latitude ; thence it runs along that parallel westward till it reaches the left bank of the river Aka ; ascends the mid-channel of that river to the 6° 20' parallel of north latitude ; runs along that parallel westwards to the right bank of the river Dchawe or Shavoe ; follows that bank of the river till it reaches the parallel corresponding with the point of confluence of the river Deine with the Volta ; it runs along that parallel westward till it reaches the Volta ; from that point it ascends the left bank of the Volta till it arrives at the neutral zone established by the Agreement of 1888, which commences at the confluence of the river Dakka with the Volta.

Each Power engages to withdraw immediately after the conclusion of this Agreement all its officials and employees from territory which is assigned to the other Power by the above delimitation.

2. It having been proved to the satisfaction of the two Powers that no river exists on the Gulf of Guinea corresponding with that marked on maps as the Rio del Rey, to which reference was made in the Agreement of 1885, a provisional line of demarcation is adopted between the German sphere in the Cameroons and the adjoining British sphere, which starting from the head of the Rio del Rey creek, goes direct to the point, about 9° 8' of east longitude, marked 'rapids' in the British Admiralty chart.

ARTICLE V.

It is agreed that no Treaty or Agreement, made by or on behalf of either Power to the north of the river Benué, shall interfere with the free passage of goods of the other Power, without payment of transit dues, to and from the shores of Lake Chad.

All treaties made in territories intervening between the Benué and Lake Chad shall be notified by one power to the other.

ARTICLE VI.

All the lines of demarcation traced in Articles I. to IV. shall be subject to rectification by agreement between the two Powers, in accordance with local requirements.

It is specially understood that, as regards the boundaries traced in Article IV., Commissioners shall meet with the least possible delay for the object of such rectification.

ARTICLE VII.

The two powers engage that neither will interfere with any sphere of influence assigned to the other by Articles I. to IV. One power will not in the sphere of the other make acquisitions, conclude treaties, accept sovereign rights or protectorates, nor hinder the extension of influence of the other.

It is understood that no companies or individuals subject to one Power can exercise sovereign rights in a sphere assigned to the other, except with the assent of the latter.

ARTICLE VIII.

The two Powers engage to apply in all the portions of their respective spheres, within the limits of the free zone defined by the Act of Berlin of 1885, to which the first five Articles of that Act are applicable at the date of the present Agreement, the provisions of these Articles, according to which trade enjoys complete freedom; the navigation of the lakes, rivers, and canals, and of the ports on those waters is free to both flags; and no differential treatment is permitted as regards transport or coasting trade; goods, of whatever origin, are subject to no dues except those, not differential in their incidence, which may be levied to meet expenditure in the interest of trade; no transit dues are permitted; and no monopoly or favour in matters of trade can be granted.

The subjects of either Power will be at liberty to settle freely in their respective territories situated within the free trade zone.

It is specially understood that, in accordance with these provisions, the passage of goods of both powers will be free from all hindrances and from all transit dues between Lake Nyassa and the Congo State, between Lakes Nyassa and Tanganyika, on Lake Tanganyika, and between that lake and the northern boundary of the two spheres.

ARTICLE IX.

Trading and mineral Concessions, and rights to real property held by companies or individuals, subjects of one Power, shall, if their validity is duly established, be recognised in the sphere of the other Power. It is understood that Concessions must be worked in accordance with local laws and regulations.

ARTICLE X.

In all territories in Africa belonging to, or under the influence of either Power, missionaries of both countries shall have full protection. Religious toleration and freedom for all forms of divine worship and religious teaching are guaranteed.

ARTICLE XI.

Great Britain engages to use all her influence to facilitate a friendly arrangement by which the Sultan of Zanzibar shall cede absolutely to Germany his possessions on the mainland comprised in existing Concessions to the German East African Company, and their dependencies, as well as the island of Mafia.

It is understood that his Highness will at the same time receive an equitable indemnity for the loss of revenue resulting from such cession.

Germany engages to recognise a Protectorate of Great Britain over the remaining dominions of the Sultan of Zanzibar, including the islands of Zanzibar and Pemba, as well as over the dominions of the Sultan of Witu, and the adjacent territory up to Kismayu, from which her Protectorate is withdrawn. It is understood that if the cession of the German coast has not taken place before the assumption by Great Britain of the Protectorate of Zanzibar, her Majesty's Government will, in assuming the Protectorate, accept the obligation to use all their influence with the Sultan to induce him to make that cession at the earliest possible period in consideration of an equitable indemnity.

ARTICLE XII.

1. Subject to the assent of the British Parliament, the sovereignty over the island of Heligoland, together with its dependencies, is ceded by her Britannic Majesty to his Majesty the Emperor of Germany.

2. The German Government will allow to all persons, natives of the territory thus ceded, the right of opting for British nationality by means of a declaration to be made by themselves, and, in the case of children under age, by their parents or guardians, which must be sent in before the 1st of January 1892.

3. All persons, natives of the territory thus ceded, and their children, born before the date of the signature of the present Agreement, are free from the obligation of service in the military and naval forces of Germany.

4. Native laws and customs now existing will, as far as possible, remain undisturbed.

5. The German Government binds itself not to increase the customs tariff at present in force in the territory thus ceded until the 1st January 1910.

6. All rights to property which private persons or existing corporations have acquired in Heligoland in connection with the British Government are maintained; obligations resulting from them are transferred to his Majesty the Emperor of Germany. It is understood that the above term, 'rights to property,' includes the right of signalling now enjoyed by Lloyd's.

7. The rights of British fishermen with regard to anchorage in all weathers, to taking in provisions and water, to making repairs, to transshipment of goods, to the sale of fish, and to the landing and drying of nets, remain undisturbed.

(Signed)

EDWARD B. MALET.
H. PERCY ANDERSON.
V. CAPRIVI.
K. KRAUEL.

BERLIN, *July 1, 1890.*

APPENDIX No. 9
SETTLEMENT OF WITU

Terms of Peace, signed 25th January 1891

BE it known that the people of Witu have sued for peace and pardon from the great English Government for all the evil that they have done, and the people of Witu promise to obey any future orders whatever that the great English Government may issue with regard to the territory and State of Witu, and they will not oppose any measures whatever that the great English Government may consider it advisable to adopt in this matter. And it is understood that honourable treatment and subsistence (*vide* Memo. attached) will be accorded to Fumo Omari and his relatives. And when this paper has been signed by Fumo Omari and the people all war and fighting shall cease, and the people of Witu have permission to go where they please and attend to their business. And every person in Witu who stole or seized the property of Europeans shall return it forthwith. But certain people who have done very bad things, and whose names are given to the envoys, will not be pardoned and are not included in this general pardon.

MEMORANDUM.

It is agreed that the amount of subsistence allowance to be accorded to Fumo Omari shall be fixed by the Imperial British East Africa Company, and shall not exceed a maximum payment of Rupees four thousand two hundred (Rs. 4,200) annually. Such payment being made conditional on his good behaviour, and for nominal services to be rendered by him to the Company. The subsistence allowance to be limited to the life of Fumo Omari himself.

(Initd.) G. S. M.

NOTICE proposed to be issued on taking over WITU and which has been approved by Sir C. EUAN-SMITH.

Notice is hereby given that under arrangement entered into between Sir C. EUAN-SMITH, H.B.M. Consul-General, and Mr. GEORGE S. MACKENZIE, Director of the Imperial British East Africa Company, dated _____, the said Imperial British East Africa Company and their officers have from the date hereof assumed the government and control of the territory hitherto known as the Sultanate of Witu, as also the continuous coast-line from Kipini to Kismayu, hitherto held under the protection of his Imperial Majesty the Emperor of Germany.

All the laws and regulations which are now in force in the Imperial British East Africa Company's other towns and territories (lying within the British sphere of influence) shall be recognised and made equally applicable to all people resident within the above-mentioned territory now acquired by the Imperial British East Africa Company.

To prevent all disputes arising between Europeans or foreigners of any nationality and the natives such as led to the late lamentable destruction of life and property, all parties are requested to lodge particulars of outstanding claims with proofs in support of same in order that the same may be investigated on the earliest possible date, and further, all foreigners claiming lands, houses, or shambas are required within the space of six months from the date hereof to notify same to the representative of the Imperial British East Africa Company resident in Lamu, and to accompany the notification with full and true copies of the title-deeds appertaining to same in order that they may be examined and registered in the books of the Company.

In order to remove all feelings of animosity which may exist in the minds of disaffected natives against Europeans in consequence of the late lamentable disturbances and the subsequent British Punitive Expedition, all Europeans of any nationality whatever are hereby specially cautioned against attempting in cases of dispute to take the law into their own hands and to possibly bring about a breach of the peace. All complaints should be promptly lodged at the nearest Agency of the Imperial British East Africa Company, who will promptly institute a full and impartial inquiry into the case.

The Company require that all Europeans and foreigners when leaving the coast to proceed inland should notify same to their principal resident at Lamu, who will furnish them with a pass commending them to the care and protection of the local Governor and any

complaints arising out of the neglect of this rule may at the option of the Company's representative prevent the complaint being recognised or investigated.

AGREEMENT.

*H.M. Agency and Consulate-General,
Zanzibar, 5th March 1891.*

PREAMBLE.

It is hereby mutually agreed between Colonel Sir Charles B. Euan-Smith, K.C.B., C.S.I., her Majesty's Agent and Consul-General at Zanzibar, acting on behalf of her Majesty's Government on the one part, and between Mr. George Sutherland Mackenzie, Acting Administrator-in-Chief of the Imperial British East Africa Company on the other part—both having been duly empowered to make and sign this agreement—that the Imperial British East Africa Company shall take over and assume the charge and administration of the State and Territory of Witu under the following conditions :—

ARTICLE I.

The Imperial British East Africa Company with the consent of her Majesty's Government will assume direct charge of the Administration of the territory of Witu under the terms of their Charter from the earliest possible date not later than the 31st March 1891. The sole responsibility regarding the administration and future proper Government of the province will rest with the Imperial British East Africa Company alone. The Imperial British East Africa Company shall have power to raise revenue by the imposition of taxes and custom duties, such revenue to be for the Imperial British East Africa Company's sole use and disposal, but the said taxes and custom duties to be subject if necessary to revision by her Majesty's Government. The judicial administration of the territory shall be in accordance with the procedure and provisions of the Indian Civil and Criminal Codes.

ARTICLE II.

The Imperial British East Africa Company bind themselves to institute an efficient administration in the territory of Witu under European control with the least possible delay and to maintain the same.

ARTICLE III.

The Imperial British East Africa Company bind themselves loyally to fulfil each and all of the conditions of pacification recently concluded by Sir Charles B. Euan-Smith with the Witu leaders, of which a copy is attached.

ARTICLE IV.

The Prohibition regarding the entry of Europeans into Witu territory to be withdrawn simultaneously with the assumption of Administration by the Imperial British East Africa Company, who will exercise sole control in this respect.

ARTICLE V.

Martial law which was proclaimed and is now in force throughout Witu territory to be abolished at the same time.

ARTICLE VI.

Her Majesty's Government reserve to themselves the right of deciding at any future time as to what extent, if any, the Sultan of Zanzibar shall be connected with Witu, and the adjoining territory. The question of the ultimate sovereignty over Witu is also reserved for their decision.

ARTICLE VII.

The Imperial British East Africa Company's flag may be flown throughout Witu territory as soon as they are in a position to protect the same.

(Signed) C. B. EUAN-SMITH, Colonel,
H.M. Agent and Consul-General.

(Signed) GEORGE S. MACKENZIE,
Administrator-in-Chief, Imperial
British East Africa Company.

Witness:—

(Signed) ERNEST J. L. BERKELEY,
H.M. Vice-Consul.

5. 3. 91.

WITU.

NOTICE is hereby given that under arrangement, dated March 1891, entered into between SIR CHARLES EUAN-SMITH, H.B.M. Consul-General at Zanzibar, acting on behalf of H.B.M. Government and MR. GEORGE S. MACKENZIE, Director of the Imperial British East Africa Company, the said Company and their officers have from the date hereof assumed the Government and control of the territory hitherto known as the Sultanate of Witu, as also the continuous coast-line from Kipini to Kismayu over which a British Protectorate was declared as published in the London Gazette of Tuesday, 25th November 1890.

All the regulations which are now in force in the Imperial British East Africa Company's other towns and territories (lying within the British sphere of influence) shall be recognised and made equally applicable to all people resident within the above-mentioned territory now acquired by the said Company.

To prevent disputes arising between Europeans and foreigners of any nationality, and the natives such as led to the late lamentable destruction of life and property, all parties are requested to lodge particulars of outstanding claims with proofs in support of same in order that the same may be investigated on the earliest possible date. But claims arising out of the destruction of life and property during the late troubles must be presented direct to the representatives at Zanzibar of the several Governments interested. The Company will take no cognizance of any claims for compensation or other than ordinary mercantile debts which may have been incurred prior to the date hereof.

Further, all foreigners claiming lands, houses or shambas are required within the space of six months from the date hereof to notify same to the representative of the Imperial British East Africa Company resident in Lamu, and to accompany such notification with full and true copies of the title-deeds appertaining to same, in order that they may be examined and registered in the books of the Company.

In order to remove all feelings of animosity which may exist in the minds of disaffected natives against Europeans in consequence of the late lamentable disturbances and the subsequent British Punitive Expedition, all Europeans of any nationality whatever are hereby specially cautioned against attempting in cases of dispute to take the law into their own hands, and so possibly bring about a breach of the peace. All complaints should be promptly lodged at the nearest Agency of the Imperial British East Africa Company, whose repre-

sentative will promptly institute a full and impartial inquiry into the case.

The said Company require that all Europeans and foreigners when leaving the coast to proceed inland should notify same to the Company's principal representative in Lamu, who will furnish them with a pass commending them to the care and protection of the local Governor or chief; any complaints arising out of the neglect of this rule may at the option of the Company's representative prevent complaints being recognised or investigated.

Hereafter lands for which proper title-deeds have not been registered (other than shambas and lands under actual cultivation) cannot be bought, sold, or transferred by a native to a foreigner until the same has been duly notified to the representative of the Company and the requisite sanction in writing be obtained from the principal European District Officer. There will be no hindrance whatever to the sale of shambas and lands actually under cultivation; the proprietors of them may deal with them as they please.

The Company will, in the exercise of their sovereign rights over the entire coast-line, abolish the collection of double duties on produce or imports and exports of any kind passing to and from the port of Lamu and the mainland. No one other than the Company is entitled to establish a custom-house or collect duties or taxes of any kind within the territory or coast-line specified in this notification.

Kidnapping of any people or forcing them to work gratuitously is also forbidden. No tribute of any kind in produce or otherwise is to be collected from any of the people resident within the sphere of the Company's influence.

The catching and selling of slaves is also illegal, and persons caught doing such will be severely punished.

All the inhabitants of the province of Witu are now under the rule and protection of the British Government, and all the runaway slaves from other parts of the coast will on the date of the Company assuming charge, found in Witu, be reckoned free people; but domestic slaves—the lawful property of subjects of H.H. the Sultan of Zanzibar—flying to Witu after this date will not be harboured there.

The judicial administration of the territory shall be in accordance with the procedure and provisions of the Indian Civil and Criminal Codes which shall be applicable to all parties holding lands and properties within the territory herein referred to.

(Signed) GEORGE S. MACKENZIE,
Director, Imperial British East
Africa Company.

LAMU, 20th March 1891.

AGREEMENT ENTERED INTO BETWEEN

- (1). Mr. ERNEST J. L. BERKELEY, H.B.M. Vice-Consul at Zanzibar.
- (2). Mr. GEORGE S. MACKENZIE, Director, Imperial British East Africa Company.
- (3). The undersigned Representatives of the people of Witu ; at Jongeni, in the territory of Witu, on March 18, 1891.

ARTICLE I.

Sheikh Fumo Amari, Bwana Avatulla, and the notables of Witu having duly received and read the letter addressed to them by Sir Charles Euan-Smith, H.M. Agent and Consul-General at Zanzibar, dated March 4, 1891, and having discussed all the matters therein referred to with Mr. Berkeley and Mr. Mackenzie aforesaid, do hereby, on behalf of themselves and the people of Witu, fully, freely, and loyally accept and recognise that the territory of Witu is henceforth under the control and administration of the Imperial British East Africa Company, and they further pledge themselves faithfully and loyally to serve and support and obey the said Company's administration.

ARTICLE II.

The flag of the Imperial British East Africa Company, and no other, shall be recognised throughout the territory of Witu.

ARTICLE III.

The Imperial British East Africa Company pledge themselves faithfully to observe each and all of the conditions of the peace concluded between the people of Witu and Sir Charles Euan-Smith, H.M. Agent and Consul-General on the 23rd and 24th of January 1891.

ARTICLE IV.

The martial law which, on the 21st of October 1890, was proclaimed throughout the territory of Witu by Admiral Fremantle is withdrawn in accordance with the official notice to that effect signed on the 14th March 1891 by Captain Hill, R.N., senior naval officer on the east coast of Africa.

ARTICLE V.

Vice-Consul Berkeley, on behalf of her Majesty's Government, hereby declares the province of Witu to be duly and formally handed

over to the administration of the Imperial British East Africa Company aforesaid, under the terms of the Agreement entered into on the 5th of March 1891 between Sir Charles Euan-Smith, H.M. Agent and Consul-General at Zanzibar, and Mr. G. S. Mackenzie, Director, Imperial British East Africa Company.

ARTICLE VI.

The notables and people of Witu, being aware of and desirous to support the efforts that have continuously been made by her Majesty's Government and by the British Company to suppress the slave-trade and slavery in East Africa, do hereby freely and solemnly pledge themselves henceforth to have no dealings of any kind or description with the slave-trade, and to use their best endeavours to suppress and obstruct it. They further engage and declare that from this day forth all the inhabitants of Witu are free, and that in the province of Witu the status of slavery is abolished and shall no longer be recognised, but all the aforesaid inhabitants of Witu are now British protected persons and shall enjoy all the rights and privileges appertaining to such persons. And the Imperial British East Africa Company will use their best endeavours to ensure that while this provision regarding the freedom of all Witu subjects is put into full and legitimate execution, it shall not in any way injuriously affect the lawful rights of the subjects of his Highness the Sultan of Zanzibar resident in Lamu and the territories adjoining the province of Witu.

But regarding the general emancipation of slaves above referred to, it is agreed, with a view to prevent an immediate and heavy loss to the owners of plantations, shambas, etc., at present worked solely by slave labour, to defer the actual process of liberating *bona fide* slaves thus employed for a period of five years : the slaves nevertheless retaining the usual right to purchase their freedom by mutual consent at any time. The total abolition of slavery throughout the province of Witu is fixed to take place finally and absolutely on the 24th of May 1896.

ARTICLE VII.

In consideration of the provisions of Article VI. the Imperial British East Africa Company pledge themselves to use their best endeavours, should it be requisite, to obtain and encourage the importation into Witu territory of coolie labour for agricultural and other legitimate purposes.

Done in triplicate in English and Swahili, at Jongeni, on the 18th day of March 1891.

- (Signed) ERNEST J. L. BERKELEY, H.B.M. Vice-Consul.
„ GEORGE S. MACKENZIE, Director, Imperial British
East Africa Company.
„ Witness to the Signatures, F. J. JACKSON.
„ What is written above is true: FUMO AMARI bin
Sultan Achmed, with his own hand.
„ What is written above is true: AVATULLA BIN HERO
SOMALI, with his own hand.
„ Witness to above signatures, SAID BIN HAMIDI
HIADI, with his own hand.

(Swahili Translation.)

APPENDIX No. 10

TREATY WITH MWANGA

(Dated March 30th, 1892)

I, MWANGA 'Kabaka' of Uganda, do hereby make the following treaty (in supersession of all former treaties whatsoever, with whomsoever concluded) with Captain F. D. LUGARD, D.S.O., an officer of the army of her Majesty Queen Victoria, Queen of England, etc., acting solely on behalf of the IMPERIAL BRITISH EAST AFRICA COMPANY (incorporated by Royal Charter): the aforesaid Captain F. D. Lugard, D.S.O., having full powers to conclude and ratify the same on behalf of the said Company. And to this treaty the principal officers and chiefs of my country do sign their names as evidence of their consent and approval:—

CLAUSE I.

The Imperial British East Africa Company (hereinafter called 'the Company') agree on their part to afford protection to the kingdom of Uganda, and by all means in their power to secure to it the blessings of peace and prosperity; to promote its civilisation and commerce; and to introduce a system of administration and organisation by which these results shall be obtained.

CLAUSE II.

I, Mwanga, Kabaka of Uganda, in the name of my chiefs, people, and kingdom, do acknowledge the suzerainty of the Company, and that my kingdom is under the British sphere of influence, as agreed between the European powers. And in recognition hereof I undertake to fly the flag of the Company, and no other, at my capital and throughout my kingdom; and to make no treaties with, grant no kind of concessions to, nor allow to settle in my kingdom and acquire lands or hold offices of State, any Europeans of whatever nationality without the knowledge and consent of the Company's representative in Uganda (hereinafter called 'the Resident').

CLAUSE III.

The Resident, as arbitrator, shall decide all disputes and all differences between Europeans in Uganda. All lands acquired by Europeans in Uganda shall be subject to his consent and approval and shall be registered in his office. All arms in possession of Europeans and their followers shall be marked and registered by the Resident. His decision in all matters connected with Europeans shall be final, and subject only to appeal to the higher authorities of the Company. All employees of the Company shall be solely under the order of the Resident.

CLAUSE IV.

The consent of the Resident shall be obtained, and his counsel taken by the king, before any war is undertaken, and in all grave and serious affairs and matters of the State, such as the appointment of chiefs to the higher offices, the assessment of taxes, etc.

CLAUSE V.

Missionaries—viz., those solely engaged in preaching the Gospel and in teaching the arts and industries of civilisation, shall be free to settle in the country, of whatever creed they may be, and their religious rights and liberties shall be respected. There shall be perfect freedom of worship. No one shall be compelled to follow any religion against his will.

CLAUSE VI.

The property of the Company and its employees, and all servants of the Company, shall be free from the incidence of all taxes.

CLAUSE VII.

The revenues of the country shall defray, as may be found feasible, the money expended purely on the development and organisation of the country, the expenses of its garrisons, etc. For such objects the king shall supply labour and give every facility.

CLAUSE VIII.

All arms in the country shall be registered, and a licence given for them. Unregistered arms shall be liable to confiscation. The importation of arms and munitions is prohibited.

CLAUSE IX.

Traders of all nations shall be free to come to Uganda, provided they do not import or offer for sale goods prohibited by international agreement.

CLAUSE X.

Slave trading or slave raiding, or the exportation or importation of people for sale or exchange as slaves, is prohibited.

CLAUSE XI.

The Company will uphold the power and honour of the king, and the display of this court shall be maintained.

CLAUSE XII.

This treaty shall be binding in perpetuity, or until cancelled or altered by the consent and mutual agreement of both parties to it.

Dated Kampala, this 30th day of March 1892.

(Signed) F. D. LUGARD, Captain 9th Regiment, Offtg.
Resident in Uganda, Imperial British East
Africa Company.

„ MWANGA, x (his mark) Kabaka of Uganda.

Witness.—I certify that the signature of Mwanga was made in my presence, and was of his own free will.

(Signed) W. H. WILLIAMS, Captain Royal Artillery.

11th April, 1892.

(Signed) KATIKIRO APOLLO KAGWA, Katikiro of Uganda.
„ KIMBUGWE KAGO, Mugema. ('Kimbugwe' is
Sebwatu, late Pokino, now Sekibobo, tem-
porarily acting Kimbugwe.)
x Mark of SEBOA, Pokino (R. C.)
x Mark of SEYATIMBA, late Kago (R. C.)
„ S. S. BAGGE, witness to signatures.
(Swahili.)

(Signed) F. D. LUGARD, Captain 9th Regiment,
Commanding Uganda for I. B. E. A. Co.

MWANGA, x (his mark).

I certify that the signature of Mwanga above was made in my presence and was of his own free will.

(Signed) W. H. WILLIAMS, Captain Royal Artillery.

11th April 1892.

x Mark of SEBOA, Pokino (R. C.), present rank, late Sekibobo.
x Mark of SEMATIMBA, late Kago (R. C.)

CLAUSE III.

The Resident, as arbitrator, shall decide all disputes and all differences between Europeans in Uganda. All lands acquired by Europeans in Uganda shall be subject to his consent and approval and shall be registered in his office. All arms in possession of Europeans and their followers shall be marked and registered by the Resident. His decision in all matters connected with Europeans shall be final, and subject only to appeal to the higher authorities of the Company. All employees of the Company shall be solely under the order of the Resident.

CLAUSE IV.

The consent of the Resident shall be obtained, and his counsel taken by the king, before any war is undertaken, and in all grave and serious affairs and matters of the State, such as the appointment of chiefs to the higher offices, the assessment of taxes, etc.

CLAUSE V.

Missionaries—viz., those solely engaged in preaching the Gospel and in teaching the arts and industries of civilisation, shall be free to settle in the country, of whatever creed they may be, and their religious rights and liberties shall be respected. There shall be perfect freedom of worship. No one shall be compelled to follow any religion against his will.

CLAUSE VI.

The property of the Company and its employees, and all servants of the Company, shall be free from the incidence of all taxes.

CLAUSE VII.

The revenues of the country shall defray, as may be found feasible, the money expended purely on the development and organisation of the country, the expenses of its garrisons, etc. For such objects the king shall supply labour and give every facility.

CLAUSE VIII.

All arms in the country shall be registered, and a licence given for them. Unregistered arms shall be liable to confiscation. The importation of arms and munitions is prohibited.

CLAUSE IX.

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CLAUSE X.

Slave trading or slave raiding, or the exportation or importation of people for sale or exchange as slaves, is prohibited.

CLAUSE XI.

The Company will uphold the power and honour of the king, and the display of this court shall be maintained.

CLAUSE XII.

This treaty shall be binding in perpetuity, or until cancelled or altered by the consent and mutual agreement of both parties to it.

Dated Kampala, this 30th day of March 1892.

(Signed) F. D. LUGARD, Captain 9th Regiment, Offtg.
Resident in Uganda, Imperial British East
Africa Company.

„ MWANGA, x (his mark) Kabaka of Uganda.

Witness.—I certify that the signature of Mwanga was made in my presence, and was of his own free will.

(Signed) W. H. WILLIAMS, Captain Royal Artillery.

11th April, 1892.

(Signed) KATIKIRO APOLLO KAGWA, Katikiro of Uganda.
„ KIMBUGWE KAGO, Mugema. ('Kimbugwe' is
Sebwatu, late Pokino, now Sekibobo, tem-
porarily acting Kimbugwe.)
x Mark of SEBOA, Pokino (R. C.)
x Mark of SEYATIMBA, late Kago (R. C.)
„ S. S. BAGGE, witness to signatures.
(Swahili.)

(Signed) F. D. LUGARD, Captain 9th Regiment,
Commanding Uganda for I. B. E. A. Co.

MWANGA, x (his mark).

I certify that the signature of Mwanga above was made in my presence and was of his own free will.

(Signed) W. H. WILLIAMS, Captain Royal Artillery.

11th April 1892.

x Mark of SEBOA, Pokino (R. C.), present rank, late Sekibobo.
x Mark of SEMATIMBA, late Kago (R. C.)

I certify that the above marks were made in my presence this the 7th day of May 1892, of their own free will.

(Signed) S. S. BAGGE

Mark of DUWALIRA, Kaugao.

Name of ABDALLAH, Pokino.

Mark of LUTAIAH, Mutasa.

Mark of WAMALA, Sekibobo.

Mark of KAGO, Asmani.

Mark of MUEPI, Mnjasi.

Mark of SEKIRU, Mugema.

Name of ABDAL, Aziz.

Mark of KAMIA, Kimbugwe.

I certify that these signatures or marks have been made in my presence by the principal Mohammedan chiefs—each by the man noted against it—of their own free will, and without compulsion. The titles shown against each are those held by them among the Mohammedans prior to their return to Uganda. The treaty was also read in their presence in the vernacular before the king in public burza.

(Signed) F. D. LUGARD, Captain.

Dated Kampala, this 3rd day of June 1892.

APPENDIX No. 11

CORRESPONDENCE RELATING TO COMPANY'S WITHDRAWAL FROM UGANDA

IMPERIAL BRITISH EAST AFRICA COMPANY TO FOREIGN OFFICE.

2 PALL MALL EAST, LONDON,

August 20th, 1891.

Sir,—With reference to the verbal communication already made to Sir Percy Anderson by Lord Lorne, Sir William Mackinnon, and Sir John Kirk, as to the necessity, for financial reasons, of the Company's temporarily withdrawing from Uganda, I am instructed to confirm that communication, and in doing so to hand you herewith copy of the Minute of the Court of Directors, at which the resolution was taken.

I am to add that the grounds upon which this resolution was taken will presently be communicated to you in detail.—I am, etc.

For Secretary (Signed) P. L. M'DERMOTT.

COPY OF RESOLUTION OF COURT OF DIRECTORS ON 16TH JULY 1891.

Resolved,—That to give effect to a policy of retrenchment rendered necessary by the financial position of the Company, all the Company's establishments at Uganda shall temporarily be withdrawn.

That for the present Dagoreti shall be the extreme point of the Company's occupation in the interior.

FOREIGN OFFICE TO IMPERIAL BRITISH EAST AFRICA COMPANY.

(Extract.)

FOREIGN OFFICE, *August 25, 1891.*

I am directed by the Marquis of Salisbury to acknowledge the receipt of your letter of the 20th instant, confirming the verbal communication made by certain of your Directors to Sir P. Anderson on the 31st ultimo, as to the necessity, for financial reasons, of the Company's temporarily withdrawing from Uganda.

Lord Salisbury has learnt with regret the reasons which have induced the Company to come to this decision.

IMPERIAL BRITISH EAST AFRICA COMPANY TO CAPTAIN LUGARD.

(Extract).

LONDON, *May 16, 1892.*

Past experience of the risks and delays of communication with the interior renders it indispensable that timely notice should be conveyed to you of the decision of the Board of Directors to terminate at the close of the present year the Company's occupation of Uganda and the lake districts, a measure which, as you know, had been deferred in virtue of an engagement entered into with the Church Missionary Society and other friends who agreed to provide the funds for prolonging the occupation till end of 1892.

The following is a copy of the Resolution to this effect that was taken by the Court of Directors at its last meeting on the 5th May :—

‘That the Foreign Office be informed that, in view of the length of time required for communication with Captain Lugard, the Company intends to at once forward instructions to him to make the necessary arrangements for retiring, and to retire to the coast from Uganda at the close of the present year.’

The latest accounts coming from Uganda of your expedition are contained in a letter from Captain Williams, of the 6th October, which was received at this office on the 22nd February. Since that date no official reports whatever have reached my Directors. Meantime, continuous rumours, derived from missionary and other sources more or less authentic, lead us to think that a revolution has occurred in the country, that conflicts have taken place between the two Christian factions, and that Mwanga has fled from Mengo, firstly to Buddu, and eventually to German territory, where he is supposed to have taken refuge.

The inferences to be drawn from these rumours by the light of your reported experiences, taken in conjunction with the antagonism of the rival parties and the susceptible and impulsive character of the native leaders, seem to justify my Directors in the belief that, however originating, these troubles have supervened in spite of what they believed to have been the impartial attitude and watchful precautions observed by yourself and Captain Williams in order to anticipate their occurrence and to hold the balance fairly between the parties.

Under these circumstances, the Directors desire to assure you of their confidence, satisfied as they are that, whatever the issue, it will be found to reflect no discredit on the national honour, or upon any one concerned.

It is not the place here to recall the circumstances under which the Company was impelled, by the pressure of its energetic neighbours, and by national and imperial considerations recognised by her Majesty's Government, to advance into Uganda. How far it was justified in thus extending its operations, and how far the responsibility for the result rests upon the Company, are questions which may remain for the judgment of her Majesty's Government and the nation.

My Directors are not the less apprehensive that the issue of the present troubles may be to enhance your liabilities and to enlarge your obligations to an extent immeasurably beyond the scope of the Company's enterprise, as it would altogether be beyond the reach of their available resources. It is not, therefore, without a full sense of the gravity of the situation, or without a full appreciation of consequences (which, should their worst fears be realised, none more than they would deplore, but which it is absolutely out of their power to avert), that the Court of Directors are compelled, solely by financial reasons, to instruct you that their Resolution to evacuate Uganda and the lake districts is imperative, and leaves you no discretionary power as to the time of giving complete effect to it.

Her Majesty's Government and the Church Missionary Society have been duly advised of the instructions now furnished to you, and if nothing is done to protect national and missionary interests in the lake districts after your retirement, neither you nor the Company can be held responsible for the consequences.

You will, therefore, at the time, and in the way you think best, intimate to all Europeans resident in Uganda, and the native Christians and others who have placed themselves under or who may seek your protection, that your intention is to withdraw with all the Company's employees on the 1st January 1893 (that is, immediately after the date on which the Company's agreement with the Church Missionary Society and other friends expires). You will furnish every possible support to those desirous of accompanying you, irrespective of creed or party.

You will withdraw your entire force from Uganda, and place them meantime in the Company's station at Dagoreti. On arrival there you will hand over charge to Captain Williams, and return yourself with all despatch to London, that the Directors may have the benefit of a personal conference before deciding as to the final disposal of the present force under your command.

The Administrator has been directed to send you up along with these instructions the largest possible amount of ammunition and a

supporting body of men to enable you to effect the evacuation in the manner hereinbefore indicated.

You will understand that you are at liberty to hand over any surplus arms and ammunition which may not be necessary for the requirements of your force on marching to Dagoreti to the chiefs and natives remaining behind in Uganda who have given you their loyal support.

FOREIGN OFFICE TO IMPERIAL BRITISH EAST AFRICA COMPANY.

FOREIGN OFFICE, *May 26, 1892.*

SIR,—I am directed by the Marquis of Salisbury to acknowledge the receipt of your letter of 17th instant, containing a copy of the instructions which have been issued to Captain Lugard, directing him to withdraw the Company's forces from Uganda on the 31st December next.

His Lordship observes that in the last paragraph of the instructions Captain Lugard is authorised to hand over any surplus arms and ammunition to the chiefs and natives remaining behind in Uganda who have given him their loyal support.

This authority would appear to be contrary to the spirit of the provisions of the Brussels Act, which deal with the placing of arms of precision in the hands of natives, and it would be difficult, if it became known, to find substantial grounds on which it could be justified.

He would be glad, therefore, to hear that telegraphic instructions have been sent to Mombasa to cancel the paragraph in question.—
I am, etc.

(Signed) T. V. LISTER.

IMPERIAL BRITISH EAST AFRICA COMPANY TO FOREIGN OFFICE.

2 PALL MALL EAST, LONDON,
May 28, 1892.

SIR,—I have to acknowledge the receipt of Sir Philip Currie's despatch of May 26th acknowledging copy of instructions issued to Captain Lugard directing him to withdraw the Company's forces from Uganda on the 31st December next, and to state for the information of the Marquis of Salisbury that telegraphic instructions will be sent in accordance with the opinion expressed in the despatch under reply cancelling the last paragraph of the instructions in which Captain Lugard is authorised to hand over any surplus arms and ammunition to the chiefs and natives remaining behind in Uganda who have given their loyal support to the Company's officers. I am

desired to state in explanation that the Directors in issuing these instructions conceived they were fully justified in doing so by the spirit and letter of the Brussels Act, the district being within the British sphere, and those chiefs being the *de facto* representatives of the Company ; it appeared, therefore, to the Directors that such an act would fall under the 'arming of the public force and the organisation of their defence.' No doubt on the retirement of the Company from Uganda the party hostile to the British will try to expel the British missionaries and their followers in order to gain political ends, and it was in order to guard against such a contingency the Directors were desirous to leave the necessities of defence in the hands of our countrymen.—I have, etc., (Signed) ERNEST L. BENTLEY,
Acting Secretary.

IMPERIAL BRITISH EAST AFRICA COMPANY TO FOREIGN OFFICE.

2 PALL MALL EAST, LONDON,
August 10, 1892.

SIR,—I am instructed to transmit to you the enclosed instructions to be transmitted by the mail of the 12th instant to Major A. E. Smith.—I have, etc., (Signed) ERNEST L. BENTLEY,
Acting Secretary.

IMPERIAL BRITISH EAST AFRICA COMPANY TO MAJOR SMITH
(Mombasa).

2 PALL MALL EAST, LONDON,
August 12, 1892.

SIR,—I am directed by the Board to acknowledge the self-denial with which you have anticipated the difficulties experienced by the Directors in respect to your employment at Uganda, in association with officers your juniors in army rank, whose claims to their consideration you have thus handsomely appreciated.

The coming retirement of Captains Lugard and Williams, as antecedently arranged, while in no degree detracting from the recognition of your motives, enables the Directors to utilise your services in furtherance of the policy inaugurated by those officers.

The enclosed correspondence will complete the knowledge you already possess of the position of the Company, and of the progress of events up to date ; these comprise the circumstances under which the Company undertook the occupation of Uganda and the national

interests involved ; the commercial and political advantages acquired by the expenditure of the Company's capital, and the means of preserving those advantages unimpaired without imposing a burden on the Company to which its resources are wholly inadequate.

Briefly stated, as early as July 1891, the Directors realised, under stress of financial considerations, the imperative duty of retiring from Uganda, but in notifying their resolution to this effect to Captain Lugard on the 10th August 1891, they were so far induced to give this measure a temporary character that they apprehended the consequences of a definitive withdrawal in the probable encroachments of neighbouring States (not parties to the Agreement defining spheres of influence), by way of establishing claims to sovereign and administrative rights in a field which Great Britain should be held to have abandoned.

Inasmuch, however, as the project of a State railway from Mombasa to Lake Victoria had now been so far accepted in principle by her Majesty's Government that a preliminary survey to determine the feasibility of the undertaking had been assented to, subject to Parliamentary sanction, a special motive was provided for maintaining in a more tangible form a hold upon the terminus of the proposed line ; this being the issue which alone, it was argued, could sustain the public recognition of the importance of the dominion.

The accompanying Blue Book supplies all particulars relating to railway construction with which the continued occupation of Uganda is so inseparably connected.

How far Captain Lugard has had it in his power, in spite of obstructive environments, to realise the earnest aspirations of the Directors that the king should be induced to execute his treaty obligations for the maintenance of administration in his kingdom, and as far as possible make the revenue of the country suffice for the future support of the Company's forces, is, of course, unknown ; but the situation was clearly explained to Captain Lugard as being governed by this condition, and the decision was accordingly enforced that, failing adequate relief in the manner indicated, the occupation of Uganda by the Company must terminate at the end of this year. The Directors are fully sensible of the obstacles encountered by Captain Lugard, and of his judgment, fortitude, and tactful resource in overcoming them ; but the present unaided resources of the Company make it quite impossible to reap the fruits of his labours in the direct and consecutive manner they would desire unless the foregoing condition be realised.

Extraneous aid, while it encouraged the Directors to postpone for

a season their resolution to quit Uganda, has operated, nevertheless, to enhance their pecuniary obligations, and has, in fact, resulted in replacing them, with even diminished means, in the position which they held in July 1891. The unavoidable consequences have been communicated to Captain Lugard in my letter of the 16th May last, which finally instructs him to withdraw his entire force from the lake districts and locate them in the meantime at Dagoreti, under the command of Captain Williams, returning himself to London, as he had desired, for a personal conference with the Court of Directors.

The heavy caravan now under equipment by Mr. Martin would, of course, proceed to Uganda under your command; but, referring to the necessity of your remaining at Mombasa pending the receipt of these instructions, our telegram of the 5th instant required that it should be despatched in advance, under Martin, to Dagoreti, there to await your coming, and it is hoped that Zerhani's escort, to be provided by Mbaruk, who is, as you are aware, in the regular pay of the Company, will enable you to overtake him without occasioning material loss of time to the expedition.

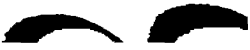
No alternative will be left you but to retire with Captain Lugard to Dagoreti, where, in the absence of Captain Williams, who we understand is returning to England, you would assume command of the Company's forces and station on the departure of Captain Lugard. The hold of that station is not to be regarded as committing the Company to a forward policy, which the responsibility of the Directors to its shareholders would no longer justify, nor to commit the Company to pecuniary liabilities on account of the Egyptian refugees.

As was to be expected, the Directors have had no opportunity of ascertaining the views and opinions of the new ministers of her Majesty, with whom must now rest the decision of the pending questions respecting East Africa. You might, nevertheless, if possible, carry on with you to their destination the presents for Mwanga and Wakoli, which were left by Captain Macdonald at Machakos.

We learn that the Church Missionary Society are largely augmenting their Uganda staff, but as you are now, and must continually be, in communication with Bishop Tucker and the Missionary establishments of his diocese, I need not further advert to this subject.

In conclusion, I have only to enclose the instructions now going to Captain Lugard as supplementing the wishes of the Directors which are expressed to yourself, and to be, sir, yours faithfully,

(Signed) ERNEST L. BENTLEY,
Acting Secretary.



FOREIGN OFFICE TO IMPERIAL BRITISH EAST AFRICA COMPANY.

FOREIGN OFFICE, *September 30, 1892.*

Sir,—The final determination of your Directors to evacuate Uganda on the 31st December next, which was notified to the late Government, and accepted by them in May last, has engaged the earnest attention of her Majesty's Government, and I am now directed by the Earl of Rosebery to convey to you, for the information of the President and the Directors, the decision which her Majesty's Government have taken in view of the situation thus created.

It being evident that the resources of the Company are unequal to their continued occupation of Uganda, which has likewise been declared by the late Government to be arduous, if not impossible, in the present state of communication, her Majesty's Government adhere to the acceptance by their predecessors of the principle of that evacuation.

It having been, however, pressed upon them by various communications, especially in a recent telegram from Sir G. Portal, that dangers may arise from immediate evacuation at the appointed time, which might be obviated by some further delay that would give time for preparation calculated to facilitate evacuation with greater safety, her Majesty's Government are prepared to assist the Company by pecuniary contribution towards the cost of prolongation of the occupation for three months up to the 31st March, on a scale not exceeding that of the present expenditure. It must, however, be distinctly understood that this measure is taken solely with a view to facilitate the safe evacuation by the Company, which is rendered necessary by their financial position; that the responsibility for the measures to be taken in carrying out the evacuation will rest with the Company alone; that the Government do not intend by this step to take upon themselves any of the liabilities incurred by the Company or their agents in respect of Uganda or the surrounding territories, and that the Government reserve to themselves absolute freedom of action in regard to any future measures consequent upon the evacuation.

Should it be the opinion of your Directors that no additional security would be obtained by delaying, the evacuation must take place as originally proposed; otherwise I am to request that instructions may be at once despatched by telegraph to the Company's agent at Mombasa to give effect to the decision of her Majesty's Government. I am, etc.,

(Signed) P. CURRIE.

IMPERIAL BRITISH EAST AFRICA COMPANY TO FOREIGN OFFICE.

2 PALL MALL EAST, LONDON,

October 3, 1892.

Sir,—I am directed to acknowledge receipt of your letter of the 30th ultimo, and to state, for the information of Lord Rosebery, that although steps were at once taken to invite the attendance of a quorum of Directors to consider its subject-matter, it was found impracticable before to-day to convene a Board meeting for this purpose. I am to explain accordingly that I was unavoidably prevented from acquainting you with the views of the Court respecting the proposals of her Majesty's Government prior to the publication of your letter under acknowledgment through the medium of the public press.

After due deliberation, and viewing the importance of the national interests concerned, the Board have resolved to accept the proposals of her Majesty's Government in respect to postponing the impending evacuation of Uganda on the terms and for the period prescribed. Instructions have accordingly been wired to this effect to the Company's Administrator at Mombasa for communication to Captain Williams, now in charge at Uganda.

The Board's resolution to continue the occupation of the lake district in the manner proposed has been actuated by the hope that the provisional arrangement to which it refers may in the issue bear fruit conducive to the cause of humanity and to the public advantage.

I have, etc., For the Court of Directors,

(Signed) A. B. KEMBALL.

IMPERIAL BRITISH EAST AFRICA COMPANY TO FOREIGN OFFICE.

2 PALL MALL EAST, LONDON,

(Extract).

October 31, 1892. •

Adverting to the Board's letter of the 3rd instant accepting the proposals of her Majesty's Government for postponing the evacuation of Uganda by this Company for a period of three months, and to my letter of the same date submitting transcript of the telegram which was in consequence wired to the Company's Administrator at Mombasa, I am directed to enclose herewith, for the information of the Earl of Rosebery, copy of the detailed instructions which will be despatched by mail of the 4th proximo to that officer for communication to Captain Williams.

As it is estimated that Captain Williams would not be able to

concentrate his forces and complete the other arrangements for the march to the coast under a period of two months, that officer has been enjoined to lose no time in making all needful preparations in order to quit Kampala on the 31st March next. Timely measures will likewise be taken by the Administrator to store provisions for the retiring force at Dagoreti and the intermediate stations *en route* as were adopted in the case of the survey expedition.

IMPERIAL BRITISH EAST AFRICA COMPANY TO MR. BERKELEY.

(Extract.)

October 31, 1892.

You are already apprised by telegraph of the resolution of the Board to prolong their tenure of Uganda for a period of three months, and you have learnt from our communications with the Foreign Office the grounds upon which this resolution was taken. Its effect will have been to cause Captain Williams to suspend the concentration of the Company's forces and employees and the completion of the other arrangements preparatory to the evacuation of the country in the terms of the original instructions.

Owing to the wide distribution of the Company's forces, and to the peculiar character of the relations which now exist between the rival factions on the spot, it is estimated by Captain Lugard that these preliminary arrangements could not be effectively carried out under a period of two months. In these circumstances it is incumbent upon Captain Williams to give timely notice in February to his subordinates and to all outlying posts for their concentration upon Kampala, in order that the withdrawal may be deliberately carried out at the appointed time in an orderly manner. Every possible precaution is to be taken for the effective provisioning of the men on the march.

The Directors assume that you are fully informed of the details of the Uganda garrison and followers, and they count upon your taking all necessary measures to victual Dagoreti and other stations on the road (as in the case of the survey expedition), in the fullest assurance that Captain Williams will quit Kampala on the 31st March.

You are requested to forward a copy of these instructions to Captain Williams by the first post leaving for Uganda, and to send duplicates and triplicates by succeeding mails, and for this purpose also to make use of the German route if you should deem it advisable to do so.

THE EARL OF ROSEBURY TO SIR G. PORTAL.

FOREIGN OFFICE, *December 10, 1892.*

SIR,—The Imperial British East Africa Company have decided to complete the evacuation of Uganda by the 31st March. With that evacuation her Majesty's Government have determined not further to interfere.

2. They have, however, resolved to despatch you, in your capacity as Commissioner for the British sphere of influence in East Africa, to Uganda, there, after investigation on the spot, to frame a report, as expeditiously as may be, on the best means of dealing with the country, whether through Zanzibar or otherwise.

3. The Company have offered to make over to her Majesty's Government their establishments and stores in Uganda. It will be for you to judge how far it may be necessary or expedient to avail yourself of this proposal.

4. It will of course be your first duty to establish friendly relations with King Mwanga. It may be necessary for this purpose to give him presents, and even, for the moment, to subsidise him, but you will make no definite or permanent arrangement for subsidy without reference to me.

You will impress upon the king that in following the advice which you may give him he will best be proving the sincerity of the assurances given by him and his chiefs in their letter to the Queen of the 17th June, and that your mission cannot fail to satisfy him of the interest which is taken by the British Government in the country.

6. The other points on which you should dwell in your communications with the king and chiefs are the prevention of broils stirred up under the name of religion, the promotion of peace, the encouragement of commerce, the security of missionary enterprise, and the suppression of the slave-trade.

7. One considerable difficulty is inherent in the situation. The Company has of late concluded a great number of treaties with native chiefs, including one of perpetual friendship with Mwanga, which last, however, has not been ratified by the Secretary of State. There are many others (eighty-three in all) which have been so approved. Whether an approval of this kind can be held in any way, directly or indirectly, to bind her Majesty's Government is a moot point. There is no doubt of the liability of the Company, and of the fact that the Company, having concluded these treaties, finds itself compelled to evacuate the country without making any endeavour to implement them. It is to be feared that this proceeding may have a

prejudicial effect on the British good name in those regions, and I shall be anxious to have your report on this point with as little delay as possible, as well as on the course to adopt with reference to these engagements.

8. A mission to Central Africa cannot, of course, be conducted according to ordinary precedent; the infrequency and difficulty of communication may require a latitude beyond what is usual, and in intrusting to you these important duties her Majesty's Government reckon with full confidence on your meeting with firmness and caution every occasion that may arise.

9. Her Majesty's Government desire that your expedition shall be fully officered and equipped. There will therefore be attached to you Mr. Ernest James Lennox Berkeley, Colonel Rhodes, Major Owen, Captain Portal, and Lieutenant Arthur. You will also take the interpreters and guides that you may deem necessary, and an adequate force of armed natives.

10. It will be your duty to sign a Commission appointing one of the above officials to act on your behalf in case of your being incapacitated. You will use your own discretion as to which it shall be.

11. During your absence on this mission it will be necessary to supply your place as Consul-General at Zanzibar. Her Majesty's Government will lose no time in sending there a suitable official to act in this capacity. Should, however, any interval elapse between your departure and his arrival, you will instruct Mr. C. S. Smith to represent the Agency.—I am, etc.,

(Signed) ROSEBERY.

SIR G. PORTAL TO THE EARL OF ROSEBERY.

(Telegraphic.)

ZANZIBAR, December 24, 1892.

Does any understanding exist with the Company, or has any pledge been given by them, that, after the evacuation of Uganda, they will maintain their station in the district of Kikuyu?

THE EARL OF ROSEBERY TO SIR G. PORTAL.

(Telegraphic.)

FOREIGN OFFICE, December 25, 1892.

With reference to your telegram of yesterday's date, the Company, it is understood, still maintain their original intention of withdrawing as far as Dagoreti, and, in accordance with the instructions given to Major Smith on the 12th August, of holding that station as their advanced post.

APPENDIX No. 12

ARTICLE IX. OF THE GERMAN COMPANY'S CONCESSION

His Highness grants to the Association the *régie* or lease of the customs of all the ports throughout that part of his Highness's territories above defined for an equal period of time to the other concessions upon the following terms, namely :—

At the beginning of their administration the Association pays to his Highness an advance of 50,000 rupees in cash, which is to be refunded in equal monthly quotations within the first six months. For the first year the Association hand over to his Highness at the end of every month according to the European reckoning the whole amount of the customs duties levied from the import and export trade in his Highness's territories above defined, after deduction of a certain sum for the expenses incurred by collecting the duties. These expenses are not allowed to exceed the sum of Rs. 170,000 in the first year, and if the Association are not able to prove by their books that, in fact, they expended the above-mentioned sum, they have to pay to his Highness also the difference between their real expenses and the said amount of 170,000 rupees.

The only profit the Association shall have in the first year is a commission of 5 per cent. from the net revenues paid to his Highness. After the first year's experience the annual average of the sum to be paid to his Highness by the Association shall be fixed. The Association, however, shall have the right at the end of every third year, according to the results of the previous three years as shown by their books, to enter into fresh negotiations with his Highness in order to fix a revised average. His Highness shall be authorised to appoint an officer who can control the revenues made in the custom-houses of all ports included in this concession.

Further, it is understood that his Highness shall not claim the duty of any part of the trade twice over, and that the Association, therefore, shall be entitled to control the customs officers of his Highness at Zanzibar to this effect, and to claim a drawback for the

amount of any duties which may hereinafter be paid direct to his Highness on any imports to or exports from the ports included in this concession. The Association further guarantee to pay to his Highness 50 per cent. of the additional net revenue which shall come to them from the customs duties of the ports included in this concession, and his Highness grants to the Association all rights over the territorial waters in or appertaining to his dominions within the limits of these concessions, particularly the right to supervise and control the conveyance, transit, landing, and shipment of merchandise and produce within the said waters by means of a coast-guard service both on land and water.

A P P E N D I X No. 13

**DECREES, ETC., RELATING TO SLAVERY AND THE
SLAVE-TRADE**

**TREATY between HER MAJESTY and the SULTAN OF ZANZIBAR for
the suppression of the Slave-Trade.**

Signed at Zanzibar, June 5, 1873.

In the name of the Most High God.

Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and His Highness the Seyyid Barghash-bin-Said, Sultan of Zanzibar, being desirous to give more complete effect to the engagements entered into by the Sultan and his predecessors for the perpetual abolition of the slave-trade, they have appointed as their representatives to conclude a new treaty for this purpose, which shall be binding upon themselves, their heirs, and successors, that is to say, her Majesty the Queen of Great Britain and Ireland has appointed to that end John Kirk, the Agent of the English Government at Zanzibar; and his Highness the Seyyid Barghash, the Sultan of Zanzibar, has appointed to that end Nasir-bin-Said; and the two aforementioned, after having communicated to each other their respective full powers, have agreed upon and concluded the following articles :—

ARTICLE I.

The provisions of the existing treaties having proved ineffectual for preventing the export of slaves from the territories of the Sultan of Zanzibar in Africa, her Majesty the Queen and his Highness the Sultan above-named agree that from this date the export of slaves from the coast of the mainland of Africa, whether destined for

transport from one part of the Sultan's dominions to another or for conveyance to foreign parts, shall entirely cease. And his Highness the Sultan binds himself, to the best of his ability, to make an effectual arrangement throughout his dominions to prevent and abolish the same. And any vessel engaged in the transport or conveyance of slaves after this date shall be liable to seizure and condemnation by all such naval or other officers or agents and such courts as may be authorised for that purpose on the part of her Majesty.

ARTICLE II.

His Highness the Sultan engages that all public markets in his dominions for the buying and selling of imported slaves shall be entirely closed.

ARTICLE III.

His Highness the Sultan above-named engages to protect, to the utmost of his ability, all liberated slaves, and to punish severely any attempt to molest them or to reduce them again to slavery.

ARTICLE IV.

Her Britannic Majesty engages that natives of Indian States under British protection shall be prohibited from possessing slaves, and from acquiring any fresh slaves in the meantime, from this date.

ARTICLE V.

The present treaty shall be ratified, and the ratifications shall be exchanged, at Zanzibar, as soon as possible, but in any case in the course of the 9th of Rabia-el-Akhir (5th of June 1873) of the months of the date hereof.¹

In witness whereof the respective plenipotentiaries have signed the same, and have affixed their seals to this treaty, made the 5th of June 1873, corresponding to the 9th of the month Rabia-el-Akhir 1290.

¹ The Sultan of Zanzibar's Ratification was attached to the original Treaty. That of her Majesty was delivered to the Sultan in September 1872.

SUPPLEMENTARY SLAVE-TRADE TREATY, DATED 14TH JULY 1875.

ARTICLE I.

The presence on board of a vessel of domestic slaves in attendance on or in discharge of the legitimate business of their masters, or of slaves *bona fide* employed in the navigation of the vessel, shall in no case of itself justify the seizure and condemnation of the vessel, provided that such slaves are not detained on board against their will. If such slaves are detained on board against their will they shall be freed, but the vessel shall, nevertheless, not on that account alone be condemned.

ARTICLE II.

All vessels found conveying slaves (other than domestic slaves in attendance on or in discharge of the legitimate business of their masters, or slaves *bona fide* employed in the navigation of the vessels) to or from any part of his Highness's dominions, or of any foreign country, whether such slaves be destined for sale or not, shall be deemed guilty of carrying on the slave-trade, and may be seized by any of her Majesty's ships of war and condemned by any British Court exercising Admiralty jurisdiction.

PROCLAMATION ABOLISHING SLAVERY IN KISMAYU BRAVA (MERKA)
AND MOGDISHU.

(Translation.)

In the name of God the Merciful the Compassionate.

From Barghash-bin-Said.

Seal of
Barghash.

To all who may see this of our friends the inhabitants of Kismayu, Brava (Merka), Mogdishu and its dependencies, be it known, God having brought about the departure of the Egyptians from our dominions in Kismayo, that on re-establishing our Government and Kingdom we have decreed the abolition of slavery throughout our dominions in the Benadir and the district of Kismayu, and we have commanded our Governors to see that this order is enforced, and that slaves are not permitted to pass through the territory above-named.

Written by Zahr with his hand this 17 day of El Haj 1292 (15th January 1876). This is from me written with his own hand.

(Signed) BARGHASH-BIN-SAID.

COPY OF LETTER, dated 12th February 1890, from the ADMINISTRATOR-IN-CHIEF to the CONSUL-GENERAL explanatory of the arrangement come to regarding the FULLADOYO SLAVES.

I have the honour to inform you that a few days ago a representative deputation of the runaway slaves who have settled in the district of Fulladoyo, which lies midway between Takaungu and Mombasa, and inland about thirty miles from the coast, waited upon me to solicit my intervention with their owners for the purchase of their freedom by themselves.

These people, although practically free, feel the hardship of the restrictions under which they live in being unable to come into or trade at the coast towns where their owners reside, and so also find themselves debarred from participating in the regular wages offered in the numerous works of the Company.

Having promised them my support, they undertook to be bound by any arrangement I might make on their behalf.

I at once opened negotiations on the subject with some of the principal Mombasa Arabs, owners of these runaways, and I am pleased to inform you that after considerable negotiations they have consented to allow them to redeem themselves for the very moderate sum of 16 dols., equivalent to £2, 10s. per head.

Those now in Fulladoyo, I am informed, number about 1000, and in the surrounding districts probably not less than 3000 souls.

Mr. Binns, of the Church Missionary Society, is at present travelling through the Giriama districts, and I have asked him to send me at once a list of all the Fulladoyo runaways from Mombasa who have settled there. When I have definitely secured their freedom, I anticipate little or no difficulty in settling similarly with the owners of the slaves who have run away from other coast towns in the British sphere.

My proposal is to raise by private subscription at home a sum of £3000; this will enable me to deal at once with 1000 to 1200 runaways, each of whom being willing to work and making the request will himself be advanced the 16 dols. (free of interest) requisite to purchase his or her freedom. This sum to be repaid by the slaves in easy instalments of 2 dols. per month, or a lesser sum in cases where maintenance of families has to be provided for. In cases of caravan porters hiring themselves to the Company, the usual three months' advance would make them free men at the end of four months' work.

As these advances are repaid further redemptions can be effected. In this way a fund of £3000 will, I estimate, enable about 2700 slaves annually to purchase their own redemption, and so provide a working body of freed slaves ready to supply the labour demand whenever the time arrives for dealing with the question of universal redemption, which I venture to think is not far distant.

Like many desirable schemes objections may be raised to this one; it is, I admit, capable of being rendered liable to abuse by the unscrupulous. As a preventive, therefore, I would suggest that only the chief representative of the Company should be permitted to employ slave labour on such terms, that a return of all slaves so engaged by him should at once be notified to your office, and that a duplicate of the certificate of freedom should also be sent to you: this I think would thoroughly enable you to check abuses.

It is, of course, understood that all contracts entered into with slaves thus employed by the Company shall be direct with the slave himself and not through the medium of the owner.

I trust her Majesty's Government may see fit to approve and support the scheme as a trial measure at all events. It certainly presents two great benefits: first, in accustoming the Arab slave-owner's mind to the idea of the slaves working out their own redemption; and, second, the very moderate figure at which the price of redemption (£2, 10s. per head) has been fixed, placing it within the reach of every worthy and industrious slave to work out redemption within a very limited period.

SLAVERY.

PROCLAMATION.

It has been reported to me that the Wanika and Giriama tribes are now making war upon each other and selling their captives into slavery. These tribes are free people who have made treaties with and placed themselves under the jurisdiction of this Company. Notice is therefore hereby given, that the following tribes, the Wanika, the Wa-Giriama, the Wa-Duruma, the Wa-Kauma, the Wa-Gala, the Wa-Kamba, the Wa-Gibania, the Wa-Senia, the Wa-Kambi, the Wa-Ribi, the Shimba, the Wa-Digo, the Wa-Teita, and

Wa-Pokomo are all under the protection of this Company. No man, woman, or child belonging to any of these tribes can be held as a slave, and any so held will, on appealing to the Company, be at once liberated, and no compensation whatever can be claimed or will be paid to the holder of such a person.

In making this proclamation it must be understood that it only applies to the members of the free tribes above named, who are under the jurisdiction of the Company. It is not intended to apply to or affect the ordinary domestic slaves who are as heretofore recognised to be the property of their masters according to old custom and the law of the Sultan of Zanzibar. With such slaves the Company has no intention to interfere; they will be dealt with according to the Sheria.

(Signed) GEORGE S. MACKENZIE.

MOMBASA, 1st May 1890.

The above proclamation was read in the public Baraza on 11th Ramathan 1307, before the Wazai and all the people of the town, and they unanimously approve of and agree to be bound by the terms of it.

(Signed) SALIM BIN KHALFAN,
Lewali of Mombasa.

COPY OF LETTER from MR. GEORGE S. MACKENZIE to the CONSUL-GENERAL, dated 2nd May 1890, explanatory of the FRIENDLY TRIBES SLAVE PROCLAMATION.

I have the honour to bring under your notice copy of a proclamation which I have issued here, and which has an important bearing on the slave question at the coast ports under the jurisdiction of this Company.

You are aware many of the members of the tribes named are kidnapped by passing caravans, and, especially in times of famine, great numbers of them are sold into slavery by their own relatives for a mere nominal supply of food. The above tribes cover territory extending for 250 to 300 miles into the interior. The proclamation will therefore not only materially restrict the field from which slaves can be drawn, but it will facilitate their redemption when captured. The principle once accepted can hereafter be extended to all the tribes inhabiting the territory right up to and surrounding the lake without offending the feelings or susceptibilities of the coast Arabs.

The proclamation was read and explained by me in person at the public Baraza, when it was fully discussed and approved by the elders and the people. You will observe I have had it indorsed by the Lewali on behalf of the community.

COPY OF LETTER from MR. GEORGE S. MACKENZIE to COLONEL EUAN-SMITH, dated 15th May 1890, explanatory of the SLAVE PROCLAMATION.

In reply to your No. 151 of 9th inst., I have the honour to inform you that the question of making the action of the proclamation issued on 1st inst. retrospective was not raised or discussed at the time. The matter was left purposely open, as the people themselves were so ready to admit the justice of the proclamation, that I am inclined to think that should a slave belonging to any of the tribes named now present himself for freedom I could without difficulty fix the retrospective action of the proclamation, but I do not think it is politic needlessly to raise the point. The question must be settled by my successor as occasion presents itself. There is no doubt that it is most desirable it should be made retrospective.

COPY OF LETTER dated 22nd May 1890, from the ADMINISTRATOR-IN CHIEF to the CONSUL-GENERAL, explanatory of the arrangements made regarding slaves harboured at Mission Stations, etc.

With reference to our conversation on the recent debate in Parliament on Slave Regulation in the I. B. E. A. Co.'s territory, and my recent proclamation, I beg to inform you three distinct arrangements have been made by me for the freedom of slaves.

1st. *The runaways harboured at the Mission Society's Stations.*
Composed of two classes :—

- (a) *Slaves owned by coast Arabs belonging to any African tribe.* These were redeemed by payment down to their masters of 25 dollars (twenty-five dollars, or say £3, 19s. 6d.) per head. These slaves are registered, and on receipt of payment the masters signed the register acknowledging the redemption, and the slaves thereupon received a 'freedom certificate.' They were, at the time the arrangement was made, living at and under the protection of the

customary for parents to sell their children to obtain food for themselves.

The proclamation prevents this being done, and any one purchasing such a slave would, on discovery, have him confiscated without receiving indemnification.

No inquiry as to how the owner became possessed of him is necessary; the fact of his being a member of any one of the tribes specified entitles him to freedom.

The proclamation purposely does not state whether the action is to be retrospective, but by judicious action when the first case for settlement presents itself, I anticipate no difficulty in having such a construction put upon it, and it would certainly have retrospective effect in case of those harboured at the Mission, as already pointed out, thus removing a difficulty which it might have been inconvenient to settle without resort to compensation.

I cannot conceive that when these measures are properly understood, their action can be questioned even by the most querulous. They procure the liberation of from 5000 to 6000 slaves, taking a moderate estimate of the numbers affected. The effect is, and will be in every way, beneficial and far-reaching, and has been brought about by the hearty concurrence and goodwill of the slave-masters themselves, who recognise the benefits thereby conferred upon the general community; and, further, they are absolutely free from all suspicion of being a coercive measure on the slave for the benefit of this Company.

COPY OF SULTAN OF ZANZIBAR'S SLAVERY PROCLAMATION.

Dated 15th day of El Hej 1307, at Zanzibar (1st August 1890).

In the name of God the Merciful, the Compassionate, the following Decree is published by us, Seyyid Ali Bin Said, Sultan of Zanzibar, and is to be made known to, and to be obeyed by, all our subjects within our dominions from this date.

DECREE.

1. We hereby confirm all former decrees and ordinances made by our predecessors against slavery and the slave-trade, and declare that, whether such decrees have hitherto been put in force or not, they shall for the future be binding on ourselves and on our subjects.
2. We declare that, subject to the conditions stated below, all

slaves lawfully possessed on this date by our subjects shall remain with their owners as at present. Their status shall be unchanged.

3. We absolutely prohibit, from this date, all exchange, sale, or purchase of slaves, domestic or otherwise. There shall be no more traffic whatever in slaves of any description. Any houses heretofore kept for traffic in domestic slaves by slave-brokers shall be for ever closed, and any person found acting as a broker for the exchange or sale of slaves shall be liable, under our orders, to severe punishment and to be deported from our dominions. Any Arab or other of our subjects hereafter found exchanging, purchasing, obtaining, or selling domestic or other slaves, shall be liable, under our orders, to severe punishment, to deportation, and the forfeiture of all his slaves. Any house in which traffic of any kind in any description of slave may take place shall be forfeited.

4. Slaves may be inherited at the death of their owner only by the lawful children of the deceased. If the owner leaves no such children, his slaves shall *ipso facto* become free on the death of their owner.

5. Any Arab, or other of our subjects, who shall habitually ill-treat his slaves, or shall be found in the possession of raw slaves, shall be liable, under our orders, to severe punishment, and, in flagrant cases of cruelty, to the forfeiture of all his slaves.

6. Such of our subjects as may marry persons subject to British jurisdiction, as well as the issue of all such marriages, are hereby disabled from holding slaves, and all slaves of such of our subjects as are already so married are now declared to be free.

7. All our subjects who, once slaves, have been freed by British authority, or who have long since been freed by persons subject to British jurisdiction, are hereby disabled from holding slaves, and all slaves of such persons are now declared to be free.

All slaves who, after the date of this decree, may lawfully obtain their freedom, are for ever disqualified from holding slaves, under pain of severe punishment.

8. Every slave shall be entitled, as a right, at any time henceforth, to purchase his freedom at a just and reasonable tariff to be fixed by ourselves and our Arab subjects. The purchase-money on our order shall be paid by the slave to his owner before a kadi, who shall at once furnish the slave with a paper of freedom, and such freed slaves shall receive our special protection against ill-treatment. This protection shall also be specially extended to all slaves who may gain their freedom under any of the provisions of this decree.

9. From the date of this decree every slave shall have the same

customary for parents to sell their children to obtain food for themselves.

The proclamation prevents this being done, and any one purchasing such a slave would, on discovery, have him confiscated without receiving indemnification.

No inquiry as to how the owner became possessed of him is necessary; the fact of his being a member of any one of the tribes specified entitles him to freedom.

The proclamation purposely does not state whether the action is to be retrospective, but by judicious action when the first case for settlement presents itself, I anticipate no difficulty in having such a construction put upon it, and it would certainly have retrospective effect in case of those harboured at the Mission, as already pointed out, thus removing a difficulty which it might have been inconvenient to settle without resort to compensation.

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3. We absolutely prohibit, from this date, all exchange, sale, or purchase of slaves, domestic or otherwise. There shall be no more traffic whatever in slaves of any description. Any houses heretofore kept for traffic in domestic slaves by slave-brokers shall be for ever closed, and any person found acting as a broker for the exchange or sale of slaves shall be liable, under our orders, to severe punishment and to be deported from our dominions. Any Arab or other of our subjects hereafter found exchanging, purchasing, obtaining, or selling domestic or other slaves, shall be liable, under our orders, to severe punishment, to deportation, and the forfeiture of all his slaves. Any house in which traffic of any kind in any description of slave may take place shall be forfeited.

4. Slaves may be inherited at the death of their owner only by the lawful children of the deceased. If the owner leaves no such children, his slaves shall *ipso facto* become free on the death of their owner.

5. Any Arab, or other of our subjects, who shall habitually ill-treat his slaves, or shall be found in the possession of raw slaves, shall be liable, under our orders, to severe punishment, and, in flagrant cases of cruelty, to the forfeiture of all his slaves.

6. Such of our subjects as may marry persons subject to British jurisdiction, as well as the issue of all such marriages, are hereby disabled from holding slaves, and all slaves of such of our subjects as are already so married are now declared to be free.

7. All our subjects who, once slaves, have been freed by British authority, or who have long since been freed by persons subject to British jurisdiction, are hereby disabled from holding slaves, and all slaves of such persons are now declared to be free.

All slaves who, after the date of this decree, may lawfully obtain their freedom, are for ever disqualified from holding slaves, under pain of severe punishment.

8. Every slave shall be entitled, as a right, at any time henceforth, to purchase his freedom at a just and reasonable tariff to be fixed by ourselves and our Arab subjects. The purchase-money on our order shall be paid by the slave to his owner before a kadi, who shall at once furnish the slave with a paper of freedom, and such freed slaves shall receive our special protection against ill-treatment. This protection shall also be specially extended to all slaves who may gain their freedom under any of the provisions of this decree.

9. From the date of this decree every slave shall have the same

rights as any of our other subjects who are not slaves, to bring and prosecute any complaints or claims before our kadis.

Given under our hand and seal this 15th day of El Haj 1307, at Zanzibar (August 1st, 1890). (Signed) ALI BIN SAID,

(Seal)

Sultan of Zanzibar.

[Article 8 was cancelled by a decree made on the 20th August 1890, declaring that, 'If any slave brings money to the kadi to purchase his freedom, his master shall not be forced to take the money.']

With reference to the question of the application of the Indian Act of 1843 to the slavery problem in the Zanzibar Protectorate, the following extract from a letter of Mr. George S. Mackenzie, in the *Scotsman* of 6th December 1892, possesses special interest on account of the practical knowledge of the conditions existing in East Africa, and of the slavery question in particular, possessed by the writer :—

'Slavery in Mohammedan countries does not exist by virtue of any Act of the existing Government. It is a state of things recognised by the Mohammedan law, which cannot be annulled by decree or convention, although the authority may be restricted in giving effect to its provisions. Under this law a slave cannot marry or inherit property without the consent of the master ; if a slave dies the master inherits all his property to the exclusion of the wife or relations. The children of a female slave are the slaves of her master ; the father has no right in them. There can be no doubt that the most effectual remedy which could be applied to attain the object of slave abolition would be the passing of an enactment similar to Act V. of 1843 of the Indian Legislature. In this way a fatal blow would be struck at the institution of slavery in British East Africa, as was done in India half a century ago, and has been done only the other day in our West African possessions. The provisions of that simple and effective Act are :—

ACT No. V. OF 1843.

'“ An Act for declaring and amending the law regarding the condition of slavery within the territories of the East India Company.

'“ I. It is hereby enacted and declared, that no public officer shall, in execution of any decree or order of Court, or for the enforcement of any demand of rent or revenue, sell, or cause to be sold, any person, or the right to the compulsory labour or services of any person, on the ground that such person is in a state of slavery.

“II. And it is hereby declared and enacted, that no rights arising out of alleged property in the person and services of another as a slave shall be enforced by any civil or criminal court or magistrate within the territories of the East India Company.

“III. And it is hereby declared and enacted, that no person who may have acquired property by his own industry or by the exercise of any art, calling, or profession, or by inheritance, assignment, gift, or bequest shall be dispossessed of such property or prevented from taking possession thereof on the ground that such person or that the person from whom the property may have been derived was a slave.

“IV. And it is hereby enacted, that any act which would be a penal offence if done to a free man shall be equally an offence if done to any person on the pretext of his being in a condition of slavery.”

‘There can be no doubt that the whole institution of slavery has been greatly shaken within the last few years. A large number of slaves have been freed under existing rules, and the owners feel that their tenure over those who still remain is insecure. Another important consideration which is doing much to undermine slavery is that many Arab slave-holders are beginning to understand, as the Indians in Zanzibar did long ago, that free labour is better, more reliable, cheaper, and far less troublesome than slave labour. Many Mohammedans, so far from wishing to maintain slaves, consider those which they possess a burden, and would be glad to get rid of them if they could obtain free labour.

‘The difficulty hitherto felt in dealing with the question of slave liberation in East Africa is the dread expressed by the masters that their plantations on which they depend will become valueless on being denuded of slave labour, and the fear of the slaves themselves that if without a protector and master they may not find the means of getting a livelihood. This is especially felt in cases of female slaves now attached to Arab masters, who would in many cases be plunged into a life of misery, if not of vice, if suddenly cast adrift.

‘Whatever we do, we must, if we are to effectively act at all, be ready to overcome the dread and difficulties of the labour question which must follow any effective action against slavery. The Indian Emigration Act should be extended to the British Protectorate both in the islands of Zanzibar and Pemba, and in the territories of the coast under the I. B. E. A. Company. Indian coolies should be permitted to contract for service at all districts now under direct British jurisdiction and supervision, whether of her Majesty’s Commissioner or the Company. At present they are prohibited from doing so. There can be no doubt that the example of the Indian labourers

would prove of immense advantage to the liberated slaves, and teach them the advantages of honest labour.

'The climate and soil of East Africa are admirably adapted for the requirements of the Indian agriculturist, and he will there find the trade of the coast already monopolised by his fellow-countrymen and co-religionists, both Hindoo and Mohammedans, who will be ready to welcome and forward his interests.

'If, simultaneously with such a movement, the construction of the railway from the coast to the Lake Victoria be taken in hand, a means would be afforded of which I am certain many slaves would readily avail themselves to work out their freedom, and thus the line would prove a public work for the benefit of the slaves, enabling them to earn wages in a manner conducive to create a feeling of self-respect and without injury or loss to the master.'

APPENDIX No. 14

CORRESPONDENCE RELATING TO THE PLACING OF THE COMPANY'S CONCESSION TERRITORY WITHIN THE FREE ZONE UNDER THE BERLIN ACT

THE FOREIGN OFFICE TO THE COMPANY.

Mr. Trench, No. 28.

FOREIGN OFFICE, 6th May 1892.

SIR,—I am directed by the Marquis of Salisbury to transmit herewith copy of a despatch from her Majesty's Chargé d'Affaires at Berlin, reporting the wish of the German Government to receive further information in regard to the application of the Free Zone tariff of the Congo Act to the territory under the administration of the Company.

His Lordship would be glad to receive any observations which the Directors may wish to offer as to the reply to be returned to this request.

I am to observe that the object of the question is evidently to enable the German Government to judge of the precise fiscal position of the mainland territories of the Sultan when they shall be placed within the Free Zone.

T. V. LISTER.

The Secretary, I. B. E. A. Co.

No. 5.

MR. TRENCH TO THE MARQUIS OF SALISBURY.

No. 28, Africa.

BERLIN, April 23, 1892.

My Lord,—With reference to your Lordship's despatch, No. 41, Africa, of the 9th instant, and to Sir Edward Malet's No. 23 of the 15th, I have the honour to enclose translation of a note which I have received from the Imperial Secretary of State for Foreign Affairs, asking for further information with regard to the application of the Free Zone tariff of the Congo Act to the territory under the administration of the British East Africa Company.—I have, &c.,

P. LE POER TRENCH.

Enclosure in No. 5.

BARON VON MARSCHALL TO SIR E. MALET.

FOREIGN OFFICE, BERLIN,

(Translation.)

April 21, 1892.

M. L'AMBASSADEUR,—I beg to thank your Excellency for the communication of the 15th instant, on the intentions of the British Government with regard to the introduction of the system of free trade, in the sense of the Congo Act, into the territory of the Sultanate of Zanzibar.

In order to be better able to judge of the proposed measure, it would be of interest to me to receive a further communication respecting the duties to be levied in the territory under the administration of the British East Africa Company, with reference to the agreement concluded with regard to the tariff for the eastern zone of the basin of the Congo, as defined by the Act.—I avail, &c.,

MARSCHALL.

THE COMPANY TO THE FOREIGN OFFICE.

2 PALL MALL EAST,

May 12th, 1882.

SIR,—I am directed to acknowledge the receipt of your letter of 6th May, transmitting copy of a despatch from her Majesty's Chargé d'Affaires at Berlin, reporting the wish of the German Government to receive further information in regard to the application of the Free Zone tariff of the Congo Act to the territory under the administration of this Company, and requesting any observations which my Directors may wish to offer in reply.

As you observe that the object of the question is evidently to enable the German Government to judge of the precise fiscal position of the mainland territories of the sultan when they shall be placed within the free zone, I am directed to state that the territories of this Company, although all included in the Conventional Basin of the Congo as defined in the Berlin Act, are situated partly within and partly without the operation of the free trade system as there defined.

In giving his adherence to the Congo Act the Sultan of Zanzibar reserved his fiscal independence, which remains limited only by treaty agreement with certain Powers, and therefore the position of the Imperial British East Africa Company as regards territories administered under the Sultan's concession, is now as it was in the

islands of Zanzibar and Pemba prior to the abolition of import duties.

Outside the ten-mile limit the Company holds the right without reference to other Powers, of imposing taxes and duties, those on imports alone being restricted by a limit of five per cent. *ad valorem*, modified as regards arms and spirits—goods declared as in transit being free provided they are made to conform to any rules and regulations in force.

In the event of the ten-mile coast zone being assimilated to the rest of the territory inland and placed under the joint action of the Berlin and Brussels Acts, it would be understood by the Company that the five per cent. duty on imports now levied under treaty would be replaced by a similar duty under the Declaration of the Brussels Act, that the special tariff in the British and German treaties would disappear and the Company would be free to deal with produce and exports, as also to impose personal and property taxes, as it now can (with the approval of her Majesty's Government) outside the ten-mile zone. On the other hand, the inland frontier where the ten-mile zone now touches the free-trade territory would disappear, and with it any rights the Company now possesses at that frontier. The northern and southern inland frontiers also of the ten-mile zone, where that zone adjoins Italian and German territory, would in such case be regulated by the provisions of the Brussels Act, and the Company would lose the right it now holds of levying any import duty it pleases at these frontiers—the treaties which restrict the Sultan's power in respect of import dues having reference to the seaboard and coast ports of his dominions alone.

There is, however, one point of some importance to which my Directors would respectfully invite the attention of the Marquis of Salisbury. Under Article 7, clause 2, of the German Commercial Treaty with Zanzibar, it is provided that the import duty must be collected at the port in the Sultan's dominions where the goods are first landed. If, therefore, a German merchant tender payment of the five per cent. duty at Zanzibar and this payment is there refused on the ground that the harbour of Zanzibar is now a free port, the German merchant will have a plausible argument in his favour if he insists on taking these goods to Mombasa duty free. No case of the kind so far as is known has yet arisen, but the possibility is so obvious that my Directors trust it will not be allowed to escape consideration when the fiscal system comes to be thoroughly revised.

(Signed) ERNEST L. BENTLEY,

To the Under Secretary of State,
Foreign Office.

Acting Secretary.

THE FOREIGN OFFICE TO THE COMPANY.

FOREIGN OFFICE, *June 25, 1892.*

SIR,—I am directed by the Marquis of Salisbury to enclose copy of a notification which has been sent to the Powers Signatories of the Berlin Act informing them that from the 1st of July the dominions of the Sultan of Zanzibar will be placed within the Free Zone, that no import duties, except on certain specified articles, will be levied in the islands of Zanzibar and Pemba, and that in the territory under the administration of the Company the import tariff will be five per cent.

(Signed) P. W. CURRIE.

To the Secretary, I. B. E. A. Co.

(Circular)

FOREIGN OFFICE, *June 22, 1892.*

I have to request you to notify to the Government to which you are accredited that it has been decided to place the British Protectorate of Zanzibar, from the 1st July next, under the free zone provisions of Article I. of the Act of Berlin.

The conditions under which the finances of Zanzibar were administered at the date of the passage of the Act were not consistent with the adoption of the fiscal system of the free zone, but under the Protectorate of Great Britain a complete change has been effected. The finances have been placed under European control, reforms have been introduced in every branch of the administration, and sufficient progress has been made to justify her Majesty's Government in notifying the acceptance of the invitation tendered by the Powers in 1885 to the Governments established on the African Littoral of the Indian Ocean.

The whole of the Sultan's dominions, including the islands of Zanzibar and Pemba and the mainland territory under the administration of the Imperial British East Africa Company, will, from the above-named date, be placed permanently in the same financial position as that in which the Congo Free State was placed by the provisions of the Berlin Act, afterwards modified by the Declaration annexed to the Brussels Act. The existing system under which the tariffs and duties are regulated by commercial treaties with individual Powers will be extinguished by the substitution for it of the system framed for the free zone by the assembled Powers in 1885.

In making the above notification, your Excellency should explain that although the stipulations of the Declaration annexed to the Act

of Brussels will be applicable to the entire Protectorate, it is not proposed that the Sultan should avail himself at present, as regards the port of Zanzibar, of the right of levying import duties conferred by that Declaration. It has been decided that, until further notice, no such duties will be imposed in that port except upon spirituous liquors, arms, ammunition, and explosives.

In all the other ports of Zanzibar, including those under the administration of the Imperial British East Africa Company and the Benadir ports, the five per cent. duty on imports now levied under treaty will be replaced by a similar duty under the Declaration annexed to the Brussels Act. This will be in accordance with the terms of the Agreement respecting the tariff of the eastern zone of the Conventional Basin of the Congo, signed at Brussels on the 22nd December 1890, by the delegates of Great Britain, Germany, and Italy. The tariff will be subject to the modifications as regards arms and ammunition, spirits, and certain specified articles, in accordance with the terms of the Agreement.

THE COMPANY TO THE FOREIGN OFFICE.

2 PALL MALL EAST,

Aug. 5, 1892.

SIR,—I have the honour to receive your letter, dated 25th June, enclosing copy of the notification which has been sent to the Powers Signatories of the Berlin Act, informing them that from the 1st of July the dominions of the Sultan of Zanzibar will be placed within the Free Zone, and that no import duties, except on certain specified articles, will be levied in the islands of Zanzibar and Pemba, and that in the territory under the administration of the Company the import tariff will be five per cent.

With reference to the effect of the change so notified, my Directors understand that it does not modify the conditions of the Sultan's concession, or affect the disposal of the import dues leviable under the new system on the mainland territory of his Highness's administered by the Company, which remain to be dealt with as heretofore by the Administrator. This reservation is submitted in respect to the provisions of the Declaration annexed to the Brussels Act as interpreted by Protocol XXXII.

(Signed)

ERNEST L. BENTLEY,
Acting Secretary.

To the Under Secretary of State,
Foreign Office.

THE FOREIGN OFFICE TO THE COMPANY.

FOREIGN OFFICE, August 23, 1892.

SIR,—I am directed by the Earl of Rosebery to acknowledge receipt of your letter of the 5th instant relating to the effect on the territories under the administration of the Imperial British East Africa Company of the placing of the dominions of the Sultan of Zanzibar within the Free Zone of the Berlin Act.

I am to state in reply that her Majesty's Government consider that the Company is free to levy the five per cent. import duty under the condition that it scrupulously fulfils the obligation imposed by the Brussels Act in the territory under its administration.

(Signed) P. W. CURRIE.

To the Secretary, I. B. E. A. Co.

THE COMPANY TO THE FOREIGN OFFICE.

2 PALL MALL EAST,

Sept. 9, 1892.

SIR,—In acknowledging receipt of your letter of August 23rd I am directed to observe for the consideration of Lord Rosebery that while the Company is prepared scrupulously to fulfil the obligations imposed by the Brussels Act in the territory under its administration this must in no way be interpreted to affect the Company's right to appropriate the proceeds of the five per cent. import duty to the purposes contemplated by the provisions of the concession of prior date based upon the commercial treaties which were then in force. It might otherwise be held that the Brussels Act requires all sums collected under the Declaration to be expended in carrying out the objects of the Act, whereas the duties referred to in the concession were granted to the Company in order to enable them, *inter alia*, to meet the annual rent payable to the Sultan of Zanzibar.

My Directors consider it necessary to point out this distinctive condition, in order to anticipate any misunderstanding hereafter between the Sultan's Government and themselves in the matter.

(Signed) ERNEST L. BENTLEY,

To the Under Secretary of State,
Foreign Office.

Acting Secretary.

THE FOREIGN OFFICE TO THE COMPANY.

FOREIGN OFFICE, 1 November 1892.

SIR,—I am directed by the Earl of Rosebery to acknowledge receipt of your letter of the 9th ultimo relative to the right of the

Imperial British East Africa Company to appropriate the proceeds of the five per cent. import duty, leviable under the Declaration attached to the Brussels Act in the dominions of the Sultan of Zanzibar under their administration, to the purposes contemplated by the provisions of the concession of prior date granted to them by the Sultan.

I am to state in reply that the terms of the Brussels Declaration are clear, and that they govern the situation.

The Company being bound by the obligations of the Brussels Act, is permitted to increase its general revenue by the imposition of an import duty. There is no stipulation in the Declaration that the proceeds of the duty are to be kept separate, and accounted for separately as applied in a particular manner. Consequently the Company must pay the Sultan's rent out of its general revenue, supplied, among other sources, by the import duty authorised by the Declaration and the subsequent agreement of 22nd December 1890.

(Signed) P. W. CURRIE.

To the Secretary, I. B. E. A. Co.

THE COMPANY TO THE FOREIGN OFFICE.

2 PALL MALL EAST,

4th Nov. 1892.

SIR,—I have the honour to acknowledge the receipt of your letter of the 1st instant, in which you acknowledge the receipt of my letter to you of the 9th ultimo, which should be 9th September. I am instructed to point out to you that my letter of the 9th September was not in any way relative to the right of my Company to appropriate the proceeds of any duty leviable under the Declaration attached to the Brussels Act, but solely related to the preservation of my Company's rights to appropriate the proceeds of the existing 5 per cent. import duty levied under the powers conceded to the Imperial British East Africa Company by the Sultan of Zanzibar, and sanctioned and confirmed by her Majesty's Government in the Charter they granted.

When I had the honour of addressing you on the 5th August last, and acknowledging the receipt of a copy notification which her Majesty's Government had addressed to the signatory powers of the Berlin Act, informing them that from the 1st July the dominions of the Sultan of Zanzibar would be placed within the free zone, I pointed out that such intimation could not modify the conditions of an existing contract between the Sultan of Zanzibar and my Company already recognised and confirmed by her Majesty's Government.

One of the grounds on which such contention was based is that the

consent of all the parties to such existing contract had not been obtained to the intimated changes therein. The purport of my letter to you of the 9th September was to confirm this contention, whilst at the same time to assure her Majesty's Government that the Imperial British East Africa Company would scrupulously fulfil the obligations imposed on them by the Brussels Act.

I am also desired to point out to you that this Company's rights of increasing its general revenues by the imposition of an import duty is derived under the concessions granted them by the Sultan of Zanzibar, and not by virtue of anything contained in the Brussels Act.

I am moreover instructed to add that should the course notified in the enclosure contained in your letter to me of the 25th June last, in any way derogate from, or prejudicially affect, the rights conferred on this Company by the agreements of concession from the Sultan of Zanzibar and by her Majesty's Charter, my Directors will seek to recover compensation from those responsible for any damage this Company may thereby sustain.

(Signed) ERNEST L. BENTLEY,
Acting Secretary.

*To the Under Secretary of State,
Foreign Office.*

THE FOREIGN OFFICE TO THE COMPANY.

FOREIGN OFFICE, *December 8, 1892.*

SIR,—I am directed by the Earl of Rosebery to acknowledge the receipt of your letter of the 4th ultimo, in which you state that your letter of September 9th did not relate to the Company's right to appropriate the proceeds of any duty leviable under the Declaration attached to the Brussels Act, but solely to the preservation of the Company's rights to appropriate the proceeds of the existing five per cent. import duty levied under the powers conceded to the Company by the Sultan's concession, and confirmed by their Charter.

I am to observe that this contention is entirely inconsistent with the terms of the letter. The Company asked for an explanation as to whether the five per cent. import duty, now levied under the Free Zone system, was more limited than the duty of similar amount which they were previously empowered to levy, that is, to quote the words of the inquiry, whether the declaration could be 'interpreted to affect the Company's right to appropriate the proceeds of the five

per cent. import duty, to the purposes contemplated by the provisions of the concession of prior date.' Nothing could be clearer than this. It was asked whether the five per cent. duty leviable under the new arrangement could be used for the same purposes as the five per cent. duty leviable under the old arrangement.

In my reply of the 1st instant your Directors were assured that there was no difference as to the appropriation of the duty.

As regards the substitution of the Free Zone system for the previous Fiscal system existing by treaty agreements, I am to point out that there is, in his Lordship's opinion, no ground for the claim for compensation to which you refer in the last paragraph of your letter.

You speak of derogation from, or prejudicial effects to, the rights conferred on the Company by the Agreements of Concession from the Sultan of Zanzibar and by her Majesty's Charter, arising from the course notified in the enclosure contained in my letter of the 25th of June. That enclosure was the notification of the intention of the Sultan of Zanzibar to adopt the Free Zone fiscal system from the 1st of July.

I am to observe that the reference to the Charter is difficult to comprehend, as all the territories affected by the Charter, except Witu, so long as it was a German Protectorate, were included in the Free Zone from the date of the signature of the Act of Berlin, and none of them were touched by the Sultan's act.

As regards the Sultan's territories the explanation of the supposed claim appears to be given by a preceding paragraph, in which it is stated that the consent of all the parties to the existing contract had not been obtained to the intimated change. I am to point out that, if it is intended to convey that the Company's concurrence had not been shown to the entry of Zanzibar into the Free Zone, the statement is entirely erroneous. The Act, and the annexed Declaration, came into force on the 2nd of April last; on the 29th of the same month the Directors, of their own initiative, forwarded for the approval of the Marquis of Salisbury the draft of a decree which they proposed to issue, authorising the levy of import dues in accordance with the Declaration. On the 11th of May they were cautioned by his Lordship that the decree was premature, as the Sultan had not yet placed his territories under the Free Zone system. On the following day a letter was written by the Directors giving, in reply to an inquiry from the German Government, a clear explanation of the operation of the new fiscal system in the Sultan's territories under their administration. In this correspondence there is abundant

proof that the Directors not only were aware of the Sultan's intention, but that they approved it, wished to anticipate its operation, and thoroughly understood its effect.

Under these circumstances they cannot expect that her Majesty's Government will admit that the change effected by the Sultan can form the basis in any way for a claim to compensation on behalf of the Company.

(Signed) P. W. CURRIE.

The Secretary to the I. B. E. A. Co.

THE COMPANY TO THE FOREIGN OFFICE.

2 PALL MALL EAST,
16th Dec. 1892.

SIR,—I have the honour to acknowledge the receipt of your letter of the 18th inst., in reply to my letter to you of the 4th inst.

When the Brussels Act and its annexed Declaration came into force on the 2nd April last, my Directors, anxious to facilitate the operation thereof, and ready to avail themselves of the help offered by the modification then introduced in the Free Zone system of the Berlin Act where this applied to territories under their control, forwarded, as you correctly state of their own initiative, a draft decree, founded upon a similar ordinance already issued by the Congo State, and of which they asked the approval of her Majesty's Government.

It is, however, sufficiently clear that the sanction thus solicited had reference only to those frontiers of the Company's administration then subject to the free trade system of the Berlin Act, along the German, Italian, and Congo State limits, and that the Sultan's dominions could not be referred to. The draft itself affords internal evidence of this, seeing that in the third clause from the end provision is there made for exemption from the new duty in favour of goods that had already paid the Treaty Duty at the coast ports held by the Imperial British East Africa Company under the Sultan.

The contention advanced in your letter under reply that the Directors, in submitting the draft Decree which accompanied my letter of the 29th April, expressed a desire that the coast territory within the ten-mile zone included in the Sultan's concession, should be placed under the Free Zone system, is therefore untenable, as no such wish was implied or expressed.

On the 6th May, her Majesty's Government, in transmitting copy of the despatch from her Majesty's Chargé d'Affaires at Berlin, expressed a wish to receive any observations which the Directors

might have to offer as to the reply to be returned to the request of the German Government for further information in regard to the application of the Free Zone tariff of the Congo Act to the territory under the administration of the company, and more particularly to enable the German Government to judge the precise fiscal position of the mainland territories of the Sultan when they shall be placed under the Free Zone.

Here, for the first time, mention was made to the Company that the idea of placing the Sultan's dominions under an altered fiscal system had been thought of; as, however, the Directors were not in possession of the diplomatic correspondence that had passed on the subject between the Foreign Office and her Majesty's Embassy at Berlin as far back as the 9th and 21st April, and therefore before my letter of the 29th was written, to which reference was incidentally made in the enclosures, they were unable to follow why such an inquiry had been made, or to understand what the German Government had exactly in view. All they could be sure of was that the inquiry had no reference to the request contained in my letter of 29th April, which had not been considered by my Directors at the time the inquiries were made.

In replying, however, as I did, to this inquiry in my letter of 12th May, I communicated to you a full statement in which, so far from giving support to the view expressed in your letter, I reminded her Majesty's Government that his Highness the Sultan, in giving adherence to the Congo Act, reserved his fiscal independence then limited only by existing treaty agreement with certain Powers, and by the Company's concession, and I said that 'in the event of the ten-mile coast zone being assimilated to the rest of the territory inland, and placed under the joint action of the Berlin and Brussels Acts, it would be understood by the Company that the five per cent. duty on imports now levied under treaty would be replaced by a similar duty under the Declaration of the Brussels Act, that the special tariff in the British and German treaties should disappear, and the Company would be free to deal with produce and exports, as also to impose personal and property taxes as it now can (with the approval of her Majesty's Government) outside the ten-mile zone.'

This letter I venture to state defined clearly the Company's position both within and without the ten-mile zone, and expressed clearly the conditions on which this Company were then willing to waive their rights to levy and apply import and tariff export duties within that zone under the then existing condition of affairs, and to allow the Free Zone system to be therein extended, including of course the

substitution for the five per cent. import duty under the treaties, the equivalent duty as settled in accordance with the Declaration attached to the Brussels Act.

To that letter my Directors received no reply, but on the 25th June you forwarded me a copy of the notification sent to the Powers Signatories of the Berlin Act, informing them that the dominions of his Highness the Sultan of Zanzibar would be placed, as was actually done on the 8th of that month, by public notice issued at Zanzibar, within the Free Zone; and that the existing system 'under which the tariffs and duties are regulated by commercial treaties with individual Powers will be extinguished by the substitution for it of the system framed for the Free Zone by the assembled Powers in 1885.'

In acknowledging that communication on the 5th August, I again drew the attention of her Majesty's Government to the reservation previously imposed by my Directors, and pointed out that they understood that the notification did not modify the conditions of the Sultan's concession, or affect the disposal of the import duties leviable under the new system on the mainland territory of the Sultan, administered by this Company, which would remain to be dealt with as heretofore.

On the 23rd August you acknowledged my letter of 5th idem, and informed me in reply that her Majesty's Government considered the Company free to levy the five per cent. import duty referred to in the Government notification of 22nd instant, but only provided it scrupulously fulfilled the conditions of the Brussels Act. You did not however deal in that letter with the conditions expressed in my letter to you of 12th May, on which alone my Directors were willing to forego their rights of levying duties under their concession.

I accordingly addressed a further communication to you on 9th September, dealing exclusively with the point referred to by you, and pointing out that my Directors wished to have it clearly understood that in levying the import duties which they had a right to do under their Concession, their appropriation was not to be affected by the operations of the Brussels Act, because if the duties were to be treated as being levied under the Brussels Act, then (unless subject to the conditions previously imposed by my Directors, and which her Majesty's Government had never expressly accepted) the Company would have to apply such duties strictly in accordance with the Brussels Act, and to no purpose outside it, the Declaration formally recorded in the Protocols on the demand of the British plenipotentiaries being on this point clear and conclusive.

I regret that you would seem not thoroughly to have appreciated the full meaning my letters were intended to convey ; but even accepting the construction you placed upon it, I would now respectfully point out to you that in your reply dated 1st November you have not dealt with the condition that the five per cent. duty levied should be applied as before to the purposes of the Brussels Act. I am, moreover, unable to find the assurance in that letter to which you refer in your subsequent communication of 8th inst., 'that there was no difference as to the appropriation of the duty.'

In your letter of the 8th inst. you observe that my Company had asked for an explanation 'as to whether the five per cent. import duty now leviable under the Free Zone system was more limited than the duty of similar amount which they were previously empowered to levy, that is, to quote the words of the inquiry, whether the declaration could be interpreted to affect the Company's right to appropriate the proceeds of the five per cent. import duty to the purposes contemplated by the provisions of the concession of prior date.' I am desirous to remind you that in my letter of the 9th September the Company placed on record, in the words you quote, the manner in which they regarded their rights, in order, as I distinctly stated, to anticipate any misunderstanding thereafter between the Sultan and themselves in the matter.

My Directors contend that the Brussels Act Declaration was never intended to create new powers of levying duties in substitution for existing rights to do so, but that the powers conferred by that Declaration were (as represented in the Declaration) solely to provide new resources to meet the obligations imposed by the Brussels Act on some of the Powers having possessions or Protectorates in the Conventional Basin of the Congo, and which presumably had not otherwise the necessary means of doing so—as in the case of the Congo Free State, British Nyassa-land, and certain parts of German and Italian East Africa. The conditions made by the Company for acquiescing in the extension of the Free Zone fiscal system to the ten-mile coast zone not having been accepted, my Directors find themselves compelled respectfully to withdraw their proposals in order to preserve this Company's full rights ; but I am instructed to add that my Directors are prepared to consider the question in such a manner as may be agreeable to her Majesty's Government, relying upon their support to preserve to the Company the full benefits of all their rights.

(Signed) E. L. BENTLEY,
Acting Secretary.

*The Under Secretary of State,
Foreign Office.*

THE FOREIGN OFFICE TO THE COMPANY.

FOREIGN OFFICE, *February 24, 1893.*

SIR,—I am directed by the Earl of Rosebery to inform you in reply to your letter of the 16th December, that my letters of the 1st of November and the 8th of December, to which you take exception, were written after consultation, in each case, with the Law Officers of the Crown, and that, in the opinion of her Majesty's Government, they correctly define the position of the Company in regard to the Sultan's declaration of adhesion to the Free Zone system of the Act of Berlin.

The question of the previous knowledge of that declaration by the Company was discussed only in reference to the suggestion that a claim for compensation might be founded upon the allegation of ignorance. Her Majesty's Government do not find in your recent letter any reason for changing their opinion that the Directors were aware of the Sultan's intention. They do not admit the correctness of the limited scope which it is now proposed to give to the draft ordinance; and they adhere to the view that the subsequent correspondence is conclusive on the point.

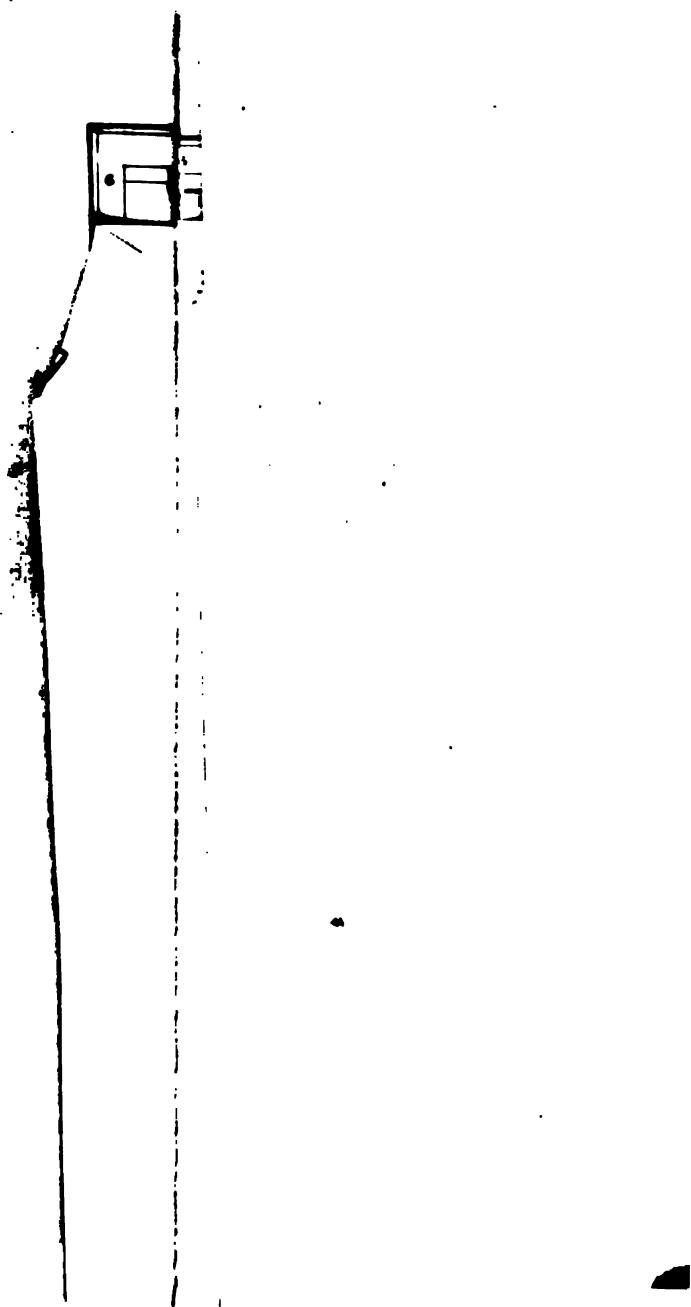
While conveying to you this intimation, I am to state that the fresh contention advanced in your letter of the 16th December, that the Sultan's acceptance of the invitation of the Powers is incomplete without the acquiescence of the Company, is absolutely untenable. His Highness in delegating to the Company the administration of a portion of his dominions, retained his sovereignty. In the exercise of his sovereign powers he adhered to the Berlin Act, and subsequently completed his acceptance of its provisions by placing his dominions within the Free Zone. The Company, which has no voice in his council, is bound to the same extent as officers administering other portions of his dominions, to accept the ruler's action, and to administer in accordance with it.

Should it decline to do so, it would be questionable whether its concession would not thereby be invalidated.

It would be advisable, therefore, for the Directors to reconsider the intimation given in the final paragraph of your letter, if it is correctly interpreted, as meaning that they intend to treat the Zanzibar coast under their administration as not included in the Free Zone.

(Signed) P. W. CURRIE.

The Secretary, I. B. E. A. Co.



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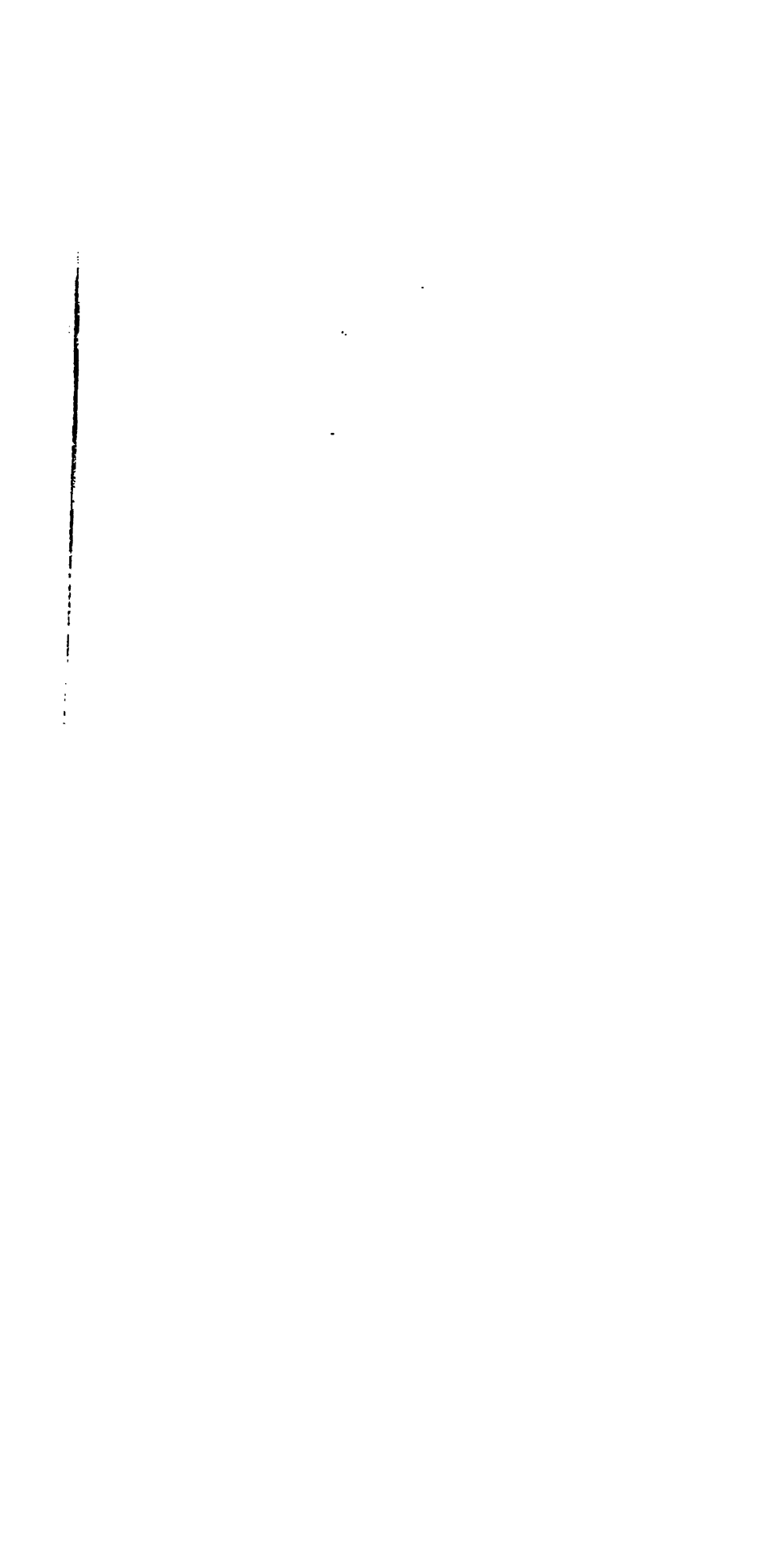
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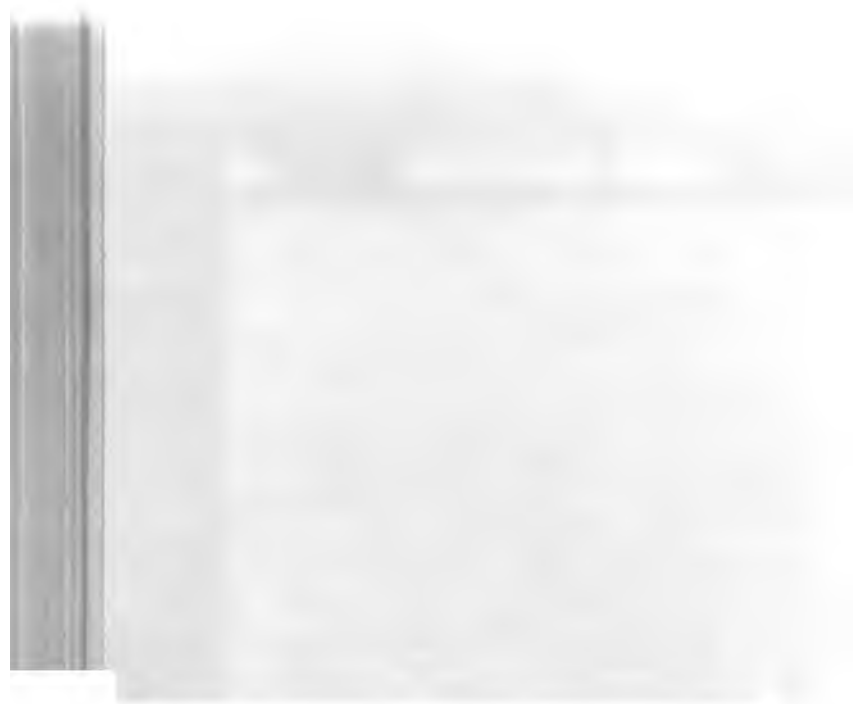














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