

BRITISH EAST AFRICA



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P. L. McDERMOTT

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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

ACTING SECRETARY

WITH MAP AND FRONTISPIECE

NEW EDITION

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PREFACE TO THE FIRST EDITION

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 degree 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 £260,000, 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,* amounted to no less a sum than £73,000 for the year, on spirits imported into the country. The Imperial British East Africa Company,

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

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 Administrations similarly situated, may be contrasted with the disabilities imposed on the Imperial British East Africa Company in respect to the ordinary sources of revenue. Some of these disabilities, as the exemption of foreigners from liability to taxation, were incidental to the suzerainty of the Sultan of Zanzibar whilst an independent Mahomedan sovereign bound by essential treaty obligations; but they are not necessarily incidental to an altered condition resulting from the declaration of a British Protectorate, and they must not only lapse to the advantage of the general administration of the future, but other adventitious aids will accrue to provide those resources which were withheld from the Company.

A. B. KEMBALL,

Chairman of the Court of Directors.

29th August, 1893.

PREFACE TO THE NEW EDITION

THIS edition completes the record of the Company to the date of acceptance of the proposals of Government for the transfer of the Company's administration and property, namely April 1895. In connection with the Resolution passed by the shareholders on the 11th of that month, formally confirming the acceptance of the proposed terms, particulars are added of the result of a final appeal made by the shareholders to receive from her Majesty's Government due consideration (expressly excluded from the settlement accepted) on account of the Company's expenditure in acquiring Uganda and the rest of the interior for the benefit of the nation.

The present volume is a considerable enlargement of the original one, which practically carried the narrative only as far as 1892. Nine chapters, and some Appendices, altogether new, have been added, and the two concluding chapters of the old volume have been revised and completed. Every care has been taken to authenticate the facts of this history by reference, where necessary, to the original documents and to any other authoritative sources of information occasionally consulted.

3rd May, 1895.

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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 Saïd. The Sultan of Zanzibar was to pay the ruler of Muscat an annual subsidy of 40,000 crowns (about £8,000), 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 the 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.* 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

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

Company to which Lord Granville referred in his dispatch 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.*

* 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 to defend from further encroachment the remainder of his rights by granting the concession* to the British East African Association (as the Company was

* 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.* 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 agreement† 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

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

†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.

On this occasion, as at an earlier date, Sir William Mackinnon and those who were associated with him had insisted on those guarantees from her Majesty's Government, which they considered absolutely essential. Mr. Holmwood, the Acting Consul-General, through whom the Concession had been proposed, had returned to this country. 'I gather from what Mr. Holmwood said,' Sir W. Mackinnon wrote to the Secretary of State, 'that your lordship considers it of great importance that the British East African Association should not delay in commencing the administration of that part of the Sultan's dominions to which our Concession applies, and that there is even considerable danger of our losing hold of the British sphere in the event of the necessary action being further postponed. I can only assure your lordship that no one is more desirous than I feel in regard to prompt and effective measures being undertaken for the development of the British sphere of influence in East Africa, and, though in no way seeking or anticipating any personal profit, I am only awaiting the two simple guarantees which those associated with me in this matter consider to

be absolutely essential to the success of British enterprise in this direction, in order to put down my name for a subscription of £25,000, and to induce several influential persons interested in the advance of British commerce to join me in subscribing the necessary capital.

‘I recently had the honour of personally submitting to your lordship our views as to the nature of these guarantees. It may be right that they should be submitted in writing :—

‘First: That a British line of mail steamers should be kept up between Zanzibar and Aden :

‘Secondly : That the hearty co-operation and support of her Majesty’s Government should be accorded to the Association, such, in fact, as is received from their Government by the German East Africa Company.’

On this understanding the Imperial British East Africa Company was formed. On the part of her Majesty’s Government a Royal Charter of Incorporation was the pledge of those assurances of ‘hearty co-operation and support’ which Sir W. Mackinnon and those who acted with him stipulated as ‘absolutely essential.’

In the early part of 1887 Mr. Stanley started on his expedition for the relief of Emin Pasha, proceeding *viâ* 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 preced-

ing 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.* 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 charter † was granted by her Majesty on 3rd September 1888. It was published in the *London Gazette*

* Africa No. 1 (1888), pp. 79, 85.

† See Appendix No. 3 *Charter*.

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, 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 Rohlf's 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 dispatch 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 2nd 1837, 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.

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** 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,† 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 in the mainland under the influence of the slave-dealers, to establish, in conjunction with his Highness, a blockade over the coast of his continental

* The flag-ship of Admiral Fremantle, to whom, and to the officers of the squadron, the Company was indebted for constant and cordial support.

† 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.'*

* 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.* 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, 5,000 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

* 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,'* 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

* *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.'*

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.† 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

* Africa No. 1 (1889), pp. 10, 17.

† 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 Mahomedan 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 Mahomedan 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 tranquility 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 dispatch addressed to Lord Salisbury on January

11th 1889, her Majesty's Agent and Consul-General at Zanzibar makes the following report on the matter, which is valuable as independent and authoritative official testimony to the motives and policy of the proceeding and its effect upon the native mind on the coast:—*

‘I have the honour to state, for the information of your Lordship, that I have received a letter from Mr. George Mackenzie, managing director of the Imperial British East Africa Company, reporting the issue by him of papers of freedom to all the fugitive slaves found in the mission stations adjoining Mombasa, and for whose unconditional freedom he had, as already reported, arranged with the Arab masters by the payment of a gross sum aggregating £3,500.

‘The ceremony of the presentation of these papers took place at the Church Missionary station at Rabai, on the 1st January 1889, amid a very large concourse of the 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 people, and especially the Arabs, and in inclining them to welcome favourably any future proposals that may be put forward on behalf of a Company that has commenced its career with an act of such unparalleled generosity and philanthropy, cannot be overrated.

‘The terms in which the certificates of freedom, as well as the certificates of free residence, distributed by Mr. Mackenzie to the runaway slaves have been drawn up,

* Africa No. 1 (1889), p. 35.

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.

Had it not been for the recent action that has been taken on behalf of the runaway slaves, I believe that within a short time the mission stations would have become untenable, and I have no hesitation whatever in affirming that, had not the late exhaustive inquiry been determinedly pressed to a successful conclusion, so great was the hatred, 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.

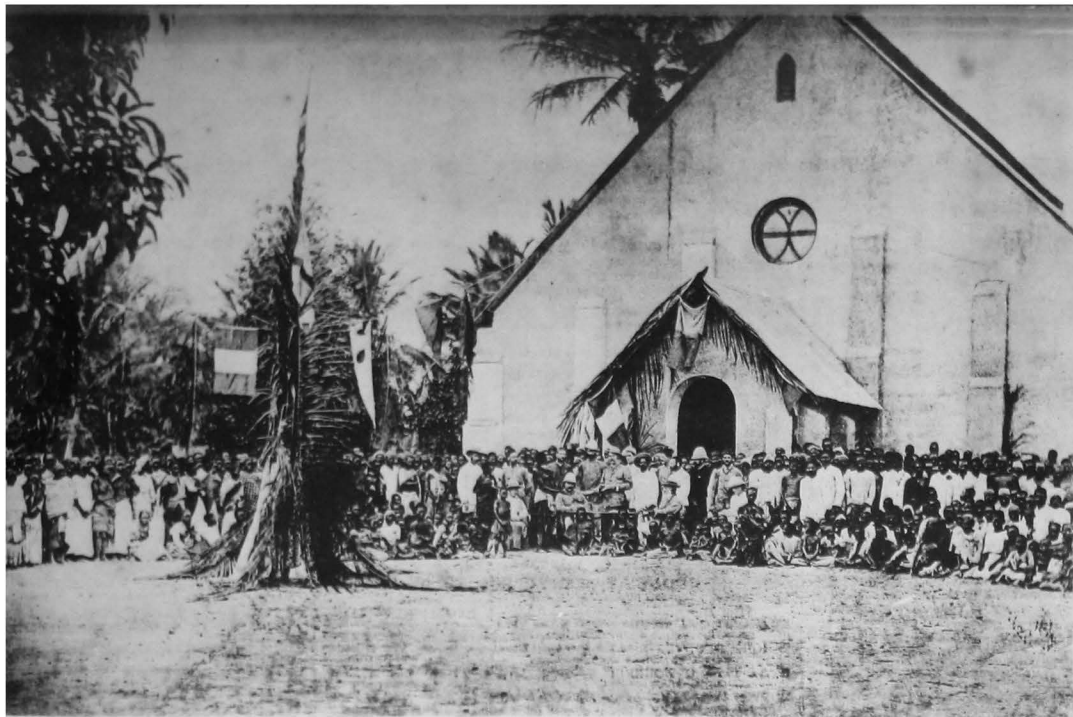
‘From such consequences they and possibly other neighbouring stations have been saved by the action of Mr. Mackenzie. It is surely not too much to expect that they should now work honestly and sincerely to consolidate the good that has been begun. If, from a mistaken view of their duties towards humanity, the missionaries, however, continue to receive runaway slaves, all that has been done will have been labour lost. The old feeling of hatred and discontent will return among the Arabs, and the Missions themselves, sooner or later, will undoubtedly perish.

‘The Church Missionary Society has made a good start with reference to the prevention of the reception of future runaway slaves; everything, however, depends upon the manner in which the missionaries, as a body, consistently and unfalteringly carry out the system of prevention.’

Her Majesty’s Agent and Consul-General subsequently (on March 18th) reported to Lord Salisbury that the various Missionary Societies had failed to appreciate the

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.

The number of slaves liberated under Mr. Mackenzie's arrangement (for, in the cases of the runaways from the interior who were unclaimed and received permits of residence, these certificates gave them a status which was practically equivalent to freedom) was, as already stated, 1,422, and the amount of compensation paid was £3,500. As a recognition of the responsibility of Government in instituting the Asylums, the Treasury made a grant to the Company of £800 towards that amount; some friends of the Church Missionary Society, through Sir Fowell Buxton, contributed £1,200; and the United Methodist Free Church gave a sum of £200. The amount which the operation cost the Company was therefore £1,300.



Presenting Papers of Freedom to 1422 Runaway Slaves

At Rabai, 1st January, 1889, by

MR. GEORGE S. MACKENZIE AND GENERAL L. W. MATHEWS, C.M.G.

Representing the Imperial British East Africa Company.

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

quarter from which the first serious movement of obstruction was made was Witu.

Witu is a small district of the mainland, opposite the island of Lamu, and occupying, as recognised by the Anglo-German Agreement of 1886, the coast-line commencing north of Kipini and terminating at the northern extremity of Manda Bay,—in all about 60 miles. Simba, the so-called ‘Sultan’ of this district, had formerly been a subject of the Sultan of Zanzibar and resided on the neighbouring island of Patta; but having been outlawed for contumacy towards the Sultan’s authority, he fled to the mainland to Kau, on the Osi, where he began to collect a new following around him to enable him to defy his sovereign and make good the position he had forfeited by his rebellion. Kau being within the Sultan of Zanzibar’s dominions, Simba was soon driven out, and finally he migrated into the forest north of the Osi River and settled at a place called Witu, about twenty-five miles from the coast. Vice-Consul Haggard visited Witu in August 1884, and reported to Sir John Kirk* that Simba’s following ‘was composed chiefly of all the malcontents, bankrupts, and felons of the surrounding country, and very largely also of runaway slaves.’ Witu became, in fact, under Simba the Alsatia of that part of the coast, and, as Mr. Haggard stated in his report (25th August 1884), those people ‘lived chiefly by plundering the neighbouring Swahili villages, and by selling the captured inhabitants as slaves to the Somalis in exchange for cattle, or not unfrequently back to the Swahilis themselves, from whom they again invariably take the earliest oppor-

* Africa No. 1 (1885). p. 21.

tunity of re-stealing 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 3,000 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 Watoro* 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 dispatch of June 2nd 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

* Runaway slaves.

intrigues of those German subjects on the other hand, of placing the district which he occupied under the Protectorate of Germany. This protection was accorded him, and the Sultan of Zanzibar was therefore compelled, on the demand of the German Government, to hold back his troops at Lamu and order them not to land at Witu.

Such was the origin of the German Protectorate in Witu, which, from its geographical position on the northern boundary of the British sphere, and from the hostility of its outlawed inhabitants to the subjects of the Sultan of Zanzibar, was well calculated to become, what it turned out to be, a literal thorn in the side of British enterprise on the east coast. In 1887 a German Witu Company was formed, with a nominal maximum capital of 500,000 marks (£25,000), to develop the industrial resources of a territory which was undoubtedly fertile, and also, from its proximity to the sea and to the flourishing port of Lamu, possessed of exceptional commercial advantages. The territory of Witu having no port of its own its commerce could only be carried on through Lamu, where there was a considerable population of British-Indian merchants and at which the mail steamers, inward and outward, regularly called. Lamu (which belonged to the Sultan of Zanzibar) was therefore essential to the prosperity of Witu; and the German Witu Company, after spending their small capital, cast covetous eyes on this port, the possession of which could alone avert the extinction of the Company after a brief and disappointing existence.

In December 1888, the German Government professed to have heard a report to the effect that the Imperial British East Africa Company was endeavouring to obtain from

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 Lambertmont, 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 concessionaires, 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 Lambertont, in transmitting the Award to Lord Vivian, gave expression to his sense of the great desirability, in the interests to concord and civilisation, of the principle of the delimitation arrangement of 1886 being extended to the territory north of the Tana River.*

Immediately on the promulgation of Baron Lambertont'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,† 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 Lambertont, 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

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

† 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 Benhardt, 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 impunity 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-

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.’* 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,

* 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 expedient.' 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 Lambert 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 Lambertmont. The following passages in Baron Lambertmont'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

Germany, 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 Lambert 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 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-

plain, although it entailed ceaseless anxiety and a heavy drain on the Company's resources, but which beyond question has given the Company a claim upon the country which ought to be recognised.

While the opposition of Germany to the concession of the islands was assuming definite shape, that Government was taking other steps, equally unexpected and unjustifiable, to obstruct our interests.

CHAPTER V.

THE NEW GERMAN PROTECTORATE—MANDA AND PATTÀ.

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.'

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 29th—November 1st 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 resentment 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 Con-

cession; 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.*'*

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

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 Company's interests were necessarily subordinated. 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 dispatch 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.'*

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

* 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 1885.

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 $1\frac{1}{2}$ 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 dispatch 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.*

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.

* Enclosure in dispatch dated 2nd August 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, Magalisho, 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 Oopia. 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.*

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 2½ 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

* 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. Mackinnon 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 enter-

* The British Colonies in North America asserted the same principle in 1755, at the beginning of the Seven Years' War, against the claims advanced by the French west of the Ohio river, where the latter had some posts. The contention of the Colonies on the Atlantic sea-

prise 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

board was that no foreign nation had the right to claim sovereignty in their 'hinterland' between the same parallels of latitude from the Atlantic to the Pacific. The title claimed by Spain on the Pacific coast was afterwards successfully disputed by England at Vancouver. The modern African doctrine is therefore by no means a new one. See Mr. Lecky's *History of England in the Eighteenth Century*.

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 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 1888* 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

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

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-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 successively 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.* From this caravan, owing to the

* 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

difficulties of communication, little or nothing was heard for nearly a year, but in the spring of 1890, following the news of Mwanga's re-conquest of Uganda, that part of the African continent became the object of keen interest. It 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 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 local tradition had it that the kingdom would eventually be conquered by an enemy entering by the north side of the Victoria Nyanza.

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.* 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. 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

* *Times*, 2nd April 1890.

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 more 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 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 any rate, 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

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 Kāvironondo 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 1,000 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 Mahomedans, 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

good enough to come and put me on my throne. I will give you plenty of ivory, and you may do any trade in Uganda, and all you like in the country under me.' This appeal was accompanied by another from Mwanga's Christian subjects begging the Company's force to come to their assistance. Mr. Jackson answered the king that he had been sent up by the Company, not to Uganda, but to assist Mr. Stanley should he be met with, and to explore and open up new countries. Before taking so important a step as coming to Uganda, Mr. Jackson desired to know the actual condition of affairs with Mwanga and his people. The reason for declining to go at the time was that Mwanga's messenger had been detained so long in Usoga, and that reports were received of the king having recovered his throne and the missionaries having returned in safety. Mr. Jackson waited thirty days for a reply from the king. On 7th December his messengers returned with letters from Mwanga and the Rev. E. C. Gordon. News had just been received of the king's defeat at Uganda (which, as formerly mentioned, Mwanga had fled to at the end of September) of the defeat of the Uganda army by the Mahomedans. The danger was imminent, and the king was ready to take refuge again on the islands. 'Mwanga,' Mr. Gordon wrote, 'is willing to offer you the most favourable terms he can for future use. We think that if you help him now you will be able to ask what terms you like, as they are in great distress.' The chiefs of Uganda wrote at the same time by the king's direction. 'Mwanga,' they declared, 'asks you to come and bring your caravan here with you; he says he is anxious to see you and make an agreement

with you, for he says this country Buganda is yours. He says to come and build in Buganda and live here. He informs you that his enemies have been defeated and driven away. Mwanga is very anxious that you do not delay, but come quickly and make an agreement for trade, in order that you may know how much he wants you.' Mwanga himself, at the dictation of Père Lourdel, wrote in somewhat ambiguous terms regarding the agreement or treaty which he was willing to make with the Company, but repeating his earnest request for the Company's force to come to Uganda. Mr. Jackson was fairly well informed of the political situation. Mwanga had been pleased with the purport of his first letter, which showed that he was willing to enter Uganda and ally his force with the king on condition that 'everything should be properly settled' as regarded the Imperial British East Africa Company. The meaning of this condition was perfectly understood. The chiefs were willing and anxious to enter into a treaty, but Mwanga was quite under the influence of Père Lourdel, who dissuaded him against consenting to put his country under the protection of the Company, because the French missionaries feared that the establishment of the Company's authority might undermine their own political influence in Uganda. Père Lourdel's advice to the king was to invite traders of all nationalities on the same terms, and to cede political influence to no European nation. In other words, the political as well as the missionary influence of the French priests was to be secured by the neutralisation of Uganda—that is, its exclusion from the scope of European 'spheres of influence.' Hence

the tenor of the replies sent to Mr. Jackson. It is noteworthy that while the French priests were pursuing this policy in Uganda, their superior, Cardinal Lavigerie, was endeavouring to obtain from the Brussels Conference a formal declaration placing Uganda as a neutral territory outside the spheres of the European powers. Attention was drawn to the matter in the London press, and in Parliament, and the British Foreign Office addressed inquiries to Lord Vivian, our Ambassador at Brussels, as to the truth of the report. There were very strong grounds for the suspicion that Cardinal Lavigerie was prepared to place all the local influence of the Roman Catholic Missions on the side of German trade (as was actually being done just then in Uganda by Père Lourdel) in consideration of the support of Germany towards securing to his missions paramount control of the country by the exclusion of European, especially British, political influence. Cardinal Lavigerie denied this imputation; but Lord Vivian, on 30th May 1890, informed Lord Salisbury that—'However this may be, the report that Cardinal Lavigerie has proposed to the Conference to deal specially with Uganda as being outside the sphere of influence, not only of Great Britain but of any European power, is confirmed by his Eminence's letter to Baron Lambermont.' No notice, Lord Vivian added, had been taken of Cardinal Lavigerie's letter in Conference.

'After the most careful consideration with my colleagues,' Mr. Jackson reported to the Directors, 'we decided not to go.' Mr. Jackson informed the king of his inability to assist him; but he sent one of the Company's flags to Mwanga, with the intimation that his

acceptance of the flag would lay upon the Company the obligation, as the acknowledged protecting power, to come to his assistance.

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 11th 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:—

‘After leaving Korokoro we had several fights with the Wa-Kikuyu, about twelve of whom were caught, tied up, and made to carry loads.

‘The first Masai we met was at Lykipia, and at the engagement which took place there two Swahilis and one Somali were killed. The Masai at this place had large herds of cattle, goats, and sheep, and we carried all the goats and sheep away with us, but had to leave the cattle behind, being too wild to drive. There would be about sixty of us in the caravan at this time. In the confusion at this engagement, nine of the Wa-Kikuyu escaped.

These Masai followed our caravan for two days, but our Askari kept them away by firing at long distances. On the third night they came down on us, but were repulsed.

'We had another engagement at a latter period, and lost one Swahili.

'After leaving the Masai country we met a few men called "Onderobo," who were at once caught, tied up, and threatened with violence unless they acted as guides for the caravan to Lake Baringo. When we arrived at Baringo the Onderobo and the three remaining Wa-Kikuyu were let off.

'At Njemps we met a Swahili caravan, and got one of the members to act as guide in the direction of Uganda. The guide had not gone very far when he declined to act as guide, and wanted to return. Dr. Peters at once tied him up, and he was brought along for the rest of the journey in that manner.

'We arrived at a place near where an English missionary (Bishop Hannington) was killed, and where a station had been established by Mr. Jackson for the Imperial British East Africa Company. Dr. Peters did not seem inclined at first to go near Jackson's station, and remained where he was,* and made friends with the chief of the village, from whom he received two bullocks. After this the chief asked Dr. Peters to give him some of his soldiers to help him in a war he was engaged in with a neighbouring chief. Dr. Peters gave him ten Somalis and about thirty Swahilis, and at the engagement which

* Qua Sakwa. Bishop Hannington was killed further west, near the Nile. Mr. Jackson's station was at Qua Sundu (Mumiya's) two hours' march from Qua Sakwa.

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,*

* 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 3,500lbs.), 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 matter 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 had 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 to. 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 1st July 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 22nd June 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 dispatch to Sir E. Malet of 14th June 1890,* 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

* 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 on 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 dispatch 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 first 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. *

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

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

agreements to the south and the north—the exclusive right of political influence and territorial extension.

For the first two years the British East Africa Company had been able to keep its territory free from disturbance of any kind. It became necessary, however, for her Majesty's Government to despatch a naval expedition to the German Protectorate of Witu almost immediately after the conclusion of the treaty of July 1890. About the 25th of August a German subject named Küntzel, with a party of ten German mechanics, landed at Lamu with a steam saw-mill for erection at Witu. On informing the British Consular Agent of his intention of immediately proceeding to Witu with all his men and machinery, M. Küntzel was warned that the safety of himself and his party would be by no means secure, 'on account of the growing dislike evinced by the Witu people towards Europeans and Christians generally, and towards Germans in particular.' M. Küntzel was stated by the British Consul-General to have been 'of a violent disposition,' and the Consular Agent at Lamu had had his doubts excited as to the propriety of the party proceeding to Witu by the high-handed way in which they had ~~sum~~ avoured to carry on their business in Lamu. Moreover, Witu had for months past been the haunt of all the murderers and bad characters upon the coast, and the Sultan was a weak, ignorant, and fanatical creature, daily exposed to the worst influences. *

It was inevitable that mischief should result from the contact of such elements. Küntzel and his party, being refused permission by the Sultan to cut timber, insisted

* Blue Book, Africa No. 3 (1890-91), pp. 5, 11.

on proceeding with their operations. On the 14th September Küntzel arrived at Witu and found that five of his companions had already been taken there, and deprived of their arms. M. Küntzel 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 gate-keeper refused to let them pass, and Küntzel drew his revolver and shot him. The natives at once flew to arms. Küntzel 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. Küntzel 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.*

Count Metternich, the German Chargé d'Affaires at London, called on Lord Salisbury with a dispatch 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-

* 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.*

* 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 1st 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. Mwangi'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 Mwangi 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 dispatch to the Marquis of Salisbury, dated 12th September 1890, the British Agent and Consul-General at Zanzibar pointed out that, while Mwangi 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 reports, aimed at the illicit trade in gunpowder, which Mr. Gedge found on by the French priests, and it was felt a fort (Fort) against the strongly expressed wishes of the British it is very

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 Mahomedans by the united arms of the Christians, the latter agreed among themselves to divide the great offices prohtate, and the landed estates, between the Protestant and Roman Catholic chiefs. Conflicting claims, involving the Co_s of injustice, arose between Protestants and Roman Catholics regarding these estates, and the king, who presides of the Co_t latter party, gave his judgments in favour to be borne 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 Mahomedan party, who were burning the villages within sight of the Uganda capital. On the 7th of May the Mahomedan 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 Mahomedan 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 1,000 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 Mahomedans 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 report* 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 *viâ* 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.'†

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

* Blue Book, Africa No. 8 (1892).

† 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.*

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

* *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 Mahomedan 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 quâ 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.*

A settlement was also made with the Mahomedan 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

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

guaranteed freedom to missionaries.* 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, Mahomedan, and Heathen, testified their gratitude to the agency which had brought about this result.

*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 Lavignier. 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 dispatch 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 its 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 dispatch

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 £8,000 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 1st 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 the

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 4,000 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.* 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

* 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 were 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 Mahomedan 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 Sir E. 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 principles of finance which are 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 £5,000.
2. That in the event of the expedition costing £20,000,

the Government should bear £15,000, and the Company £5,000.

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 £5,000 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,* with an intimation that the grounds upon which this resolution was taken

* Africa No. 1, 1893.

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.

The Most Honourable

For the Court of Directors.’

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

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 Mahomedan 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

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 Mahomedan 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.* 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

* 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.* But the Company was painfully conscious of the nature of such appeals, which pointed to the thankless exhaustion of its 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

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

CHAPTER XIV.

WITU.

IN a former chapter the circumstances were briefly mentioned of the assumption by the Company of the administration of Witu. Somewhat more particular reference to those circumstances, and to the condition of this district when the Company took charge of it early in 1891, may be desirable in connection with its subsequent history during the period of more than two years that it remained under the control of the Company.

Although transferred to Great Britain by Germany by the Agreement of 1st July 1890, it was only after the punitive expedition that a Protectorate was declared on 25th November. Communications then commenced between the Foreign Office and the Company with the view of settling the future administration. The desire of the Government was to place the Protectorate under the nominal sovereignty of the Sultan of Zanzibar, distinct from the Sultanate of Zanzibar, with a separate flag, and without right of succession to his heirs, the administration being confided to the Company. The legal existence of slavery in Witu was one of the considerations suggesting the interposition of the Sultan of Zanzibar as a Mahomedan sovereign, between the Crown of Great

Britain and this Protectorate. The Company did not favour the idea, and would accept it only under strictly defined limitations; but as these became inoperative through the subsequent withdrawal by her Majesty's Government of the proposal to invest the Sultan with the sovereignty of Witu, it is unnecessary to detail them here.

As will be recollected in connection with the dispute regarding the concession of Lamu, this important port was closely identified with Witu by geographical position and commercial and agricultural interests, and the relations between the island and the mainland were numerous and intimate. The administration of Witu could hardly, therefore, be considered apart from that of Lamu. The Company's concession of this and the other northern islands and ports dated since 31st August 1889, but owing partly to the efforts of the Germans to dispute a portion of the rights conveyed under this concession, and partly to the necessary lapse of a trial year before the Company could take over complete control of the customs and administration, this event had not yet taken place. The troubles on the adjoining mainland, as well as the sympathetic disaffection in Lamu which necessitated strong measures of repression by the Sultan, tended to delay still further the assumption of full administrative responsibilities by the Company. The hesitation of the Directors was fully approved by her Majesty's Government. It was pointed out in November by Sir Charles Euan-Smith, that, owing to the action which was being taken in Lamu by the Sultan for the arrest of several leading Arabs accused of complicity in the Witu disturb-

ances, there might possibly be further excitement, and under the circumstances the Consul-General was of opinion that it might be desirable for the Company to defer for the present the proposed establishment of their administration on the islands. In the end of December the Directors were informed* that Sir Charles Euan-Smith had reported that the Company might in his opinion safely assume the administration of the islands from the 1st January. Several Arab ringleaders had been put in prison, all the disaffected soldiery had been deported to Arabia, and all who were hostile to the present state of affairs 'thoroughly frightened into submission.' But although the Directors had for some time been anxious to assume responsibility in the islands, they were deterred from doing so at once by the warning so recently received from Sir C. Euan-Smith, and by the declared objection of their Administrator (Sir Francis de Winton) to the severance of Witu from Lamu in respect of responsibility of administration. It became necessary, therefore, in the opinion of the Directors, to determine definitely the terms and conditions of occupying Witu before undertaking the occupation of Lamu, Manda, and Patta. It was pointed out that the risks involved in the occupation of Lamu, as recently declared by Sir C. Euan-Smith, must operate with double force in regard to Witu. The rebel element was still very considerable and formidable, and was known to command the sympathy of disaffected members of the Arab communities on the coast. The Directors were bound to weigh the chances of disturbance, and to consider that any reverse or even failure

* Foreign Office Letter, 27th December 1890.

to maintain the supremacy of the Company (Imperial assistance being denied) might very easily engender a spirit of rebellion 'only too likely to spread throughout its territory, as was the case in the German sphere, and though arising out of a state of things for which it is not responsible, would inevitably cripple its resources, already somewhat strained, and end in paralysing its enterprise.' Whilst the correspondence was proceeding, the hesitation of the Directors to assume this anxious responsibility was confirmed by news of an attack made by the Witu people on Lamu Island, resulting in the killing of some Askaris. The death of Fumo Bakari, the outlawed Witu chief, followed soon after, and somewhat modified the objections of the Directors to assume charge of Witu. On January 15th 1891 Sir Francis de Winton was directed to take over the administration of Lamu and the islands, and to await further instructions regarding Witu. A few days later a telegram was received in London from the Administrator reporting serious complications to have arisen, which he and Sir C. Euan-Smith were endeavouring to arrange, and that in consequence the occupation of Lamu was postponed. From the Foreign Office it was ascertained that the late Sultan's brother, the newly elected Sultan of Witu by whom overtures for peace had been made, had been deposed and thrown into prison; that another brother had been nominated his successor, but was entirely under the influence of the Waboni chief Avatula by whom the former had been deposed, who was urging the continuance of active hostilities, and was thought to aspire to the Sultanate for himself. Sir C. Euan-Smith

succeeding in effecting an arrangement, which was agreed to by the person now called Sultan and by Avatula, and under the circumstances the Foreign Office proposed, if the Company would now undertake the charge of Witu, to lay aside the condition relative to the Sultan of Zanzibar and place the country entirely under the Company's flag. Mr. George S. Mackenzie was accordingly sent out to Africa to carry the arrangements into effect, as Sir Francis de Winton was returning to England on leave.

Meanwhile a Report was received from Sir Charles Euan-Smith at the Foreign Office describing the state of affairs in Witu. On the death of Fumo Bakari, a younger brother of his, named Bwana Shehe, was unanimously elected Sultan. Immediately on his election he was said to have announced his intention of making peace with the English, and of surrendering to them the criminals connected with the recent murders in Witu, as well as all stolen property. The consequence was that he was at once deposed, imprisoned and loaded with chains, the chief agent in this deposition being the Waboni chief Avatula, on whom Fumo Bakari and his family had become dependent after the destruction of Witu by the punitive expedition. Another brother of the late Sultan, named Fumo Omari, was then elected Sultan in the prisoner's place. 'It was said,' Sir C. Euan-Smith reported, 'that this man and the chief Avatula were loud in their assertions that they would continue hostilities with the English,' and the subsequent history of Witu shows how they gave effect to those assertions. Nevertheless, the Consul-General induced the rebels to profess

a desire for forgiveness and peace, and he offered full pardon to all (except those actually concerned in the murder of the Germans) who ceased hostilities, restored stolen property, and submitted to such dispositions as might be made for the administration of Witu. To Fumo Omari and the members of his family were promised honourable treatment and subsistence, but that chief was not recognised as Sultan of Witu. The chiefs accepted the terms offered by Sir C. Euan-Smith, and afterwards signed a treaty binding themselves to the conditions agreed upon.* But the temper with which the rebels agreed to this accommodation was soon apparent. Sir Charles Euan-Smith had made it a peremptory condition that 'all property stolen since the commencement of the troubles should be restored,' and declared that the actual murderers of the German subjects were distinctly excluded from the general pardon, and 'were not to be harboured and protected.' The chiefs declared that there was no property of the kind in Witu hands, and demurred to the requisition, which they believed was imposed on them, to surrender the murderers. It was explained to them that they were not asked to surrender the criminals in question, but that these would have a fair trial if they surrendered. The peace concluded in such a spirit was not a very promising one, but it served the purpose of bringing to an apparent conclusion the disastrous condition of things left behind by the Imperial punitive expedition.

Captain Rogers, an Indian police officer, was placed in charge of Witu, with Mr. Bird-Thompson as assistant, and a force of about 200 military police recruited by the

* See Appendix No. 9. Settlement of Witu.

Company from India. The recent expedition had disorganised all industry and order. The chiefs Fumo Omari (a brother of the late Fumo Bakari, claiming now to be 'Sultan'), and Avatula, head of the Waboni, were established at a post called Jongeni, in the forest in the northern part of the district, and here, notwithstanding the treaty they had just made, they set all authority at defiance. The former refused, as he had bound himself by the treaty, to return to Witu or allow his people to return. Binti Sultani, widow of the late Sultan, he detained prisoner with her followers in order to prevent her return. Avatula, the Waboni chief, supported Fumo Omari in his contumacy, and, as already mentioned, was understood to be aiming at the position of 'Sultan' for himself. These outlaws kept the surrounding districts in subjection to them, carrying away their crops, their people, and maintaining a general reign of terror. The village they occupied was surrounded by a dense forest, and was so fortified by stockades as to be practically impregnable save by artillery. It was, however, the object of Captain Rogers, while re-building the town of Witu and endeavouring to restore confidence among the inhabitants, to avoid the use of force in dealing with the contumacious chiefs, and to induce them to lay down their arms by milder persuasions. In July 1891, Mr. Jackson (the Company's superintendent at Lamu) and Captain Rogers paid a visit to Jongeni, unarmed and without soldiers, in consequence of a report having reached Fumo Omari that they were going to Jongeni for the purpose of arresting him and conveying Binti Sultani back to Witu, 'and Fumo Omari had issued orders to the

effect that any European approaching Jongeni was to be taken prisoner or shot.' On the way they found sentinels posted every mile, and in answer to questions put to Fumo Omari regarding his non-compliance with his promise of returning to Witu, he declared most emphatically he did not intend to do so 'this year or next year,' and would not allow his people to do so. In regard to daily complaints being made by men of their wives, slaves, etc., being detained in Jongeni against their wishes, Fumo Omari replied 'as he was Sultan of his people he could do anything he liked with them.' There was no doubt left on the minds of the officers that the *soi disant* 'Sultan' considered he had a right to dictate terms. During their stay at Jongeni, the house the officers occupied was guarded night and day by Askaris, no one being allowed to see them without permission. Binti Sultani was 'a close prisoner, in distinct and direct violation of Article 6 of the Treaty by Fumo Omari. She has from the first expressed a desire to return to Witu and sent slaves to rebuild her house, these slaves have now been summoned to Jongeni by threats, and all her people coerced into deserting her. I am credibly informed,' adds Captain Rogers, the writer of the Report, 'she is put to every indignity. She has frequently appealed to me, but I regret I am powerless to help her without coming to blows.' Such being the attitude of Fumo Omari, it only remains to be added, in order to show the task the Company had on its hands in Witu, that Kitawa, the first village above mentioned, was described as 'situated in dense bush and most difficult of access, the gate being far more enclosed than those at

Witu and Jongeni. Between Kitawa and Jongeni we passed four other villages, all similarly situated and equally strong.'

In September Captain Rogers was able to report no improvement. Fumo Omari still remained defiant in his stronghold at Jongeni, and he and Avatula clearly showed that they intended to ignore the treaty they had signed on the 18th of March. They paid no attention whatever to the letters of Captain Rogers pointing out to them the risks they ran 'by ill-treating and interfering with the liberty of British protected subjects.' The majority of the people were peaceably inclined and gladly accepted British rule, but were 'over-awed by Fumo Omari and his lawless soldiery, who have all to gain and nothing to lose if a state of anarchy is maintained.' Trade of every kind was at a standstill. A large number of people who ran away from Witu at the period of the punitive expedition were living along the coast, 'frightened to return until such time as they see that Fumo Omari can no longer molest them on account of their friendship for the English.' Captain Rogers declared himself thoroughly convinced that matters could never improve, nor the district be thoroughly settled, until Fumo Omari and his confederate Avatula were forced to obey unconditionally the Company's orders and to answer for their ill-treatment of British subjects since the signing of the treaty.

The policy of patience and persuasion was followed for some time longer, but at length, in March 1892, the representative of the Company was driven to use force against the rebels. On the 18th of that month the position at Jongeni was attacked. The fight, which was a severe

one, owing to the elaborate defences of the place, lasted several hours. Captain Rogers, without field guns, was unable to carry the position, except at great sacrifice of life, and therefore towards evening he retired slowly, unmolested by the enemy. These were reported by fugitives to have lost twenty-three killed and fourteen wounded, besides many that were missing. The Company's loss was three killed and ten wounded, among the latter being Mr. Bird-Thompson. All the water and wells in the district had been poisoned by the rebels, but, fortunately, Captain Rogers was warned of this danger. On receiving the news of this affair, Mr. Portal, Her Majesty's Agent and Consul-General, despatched for the use of the Company's force two field guns and ammunition and twenty-five war rockets. In May, a dispatch received at the Foreign Office from Mr. Portal gave an official report of the proceedings which followed. It became evident early in April that the two actions fought between the Company's troops under Captain Rogers, and the Witu rebels under the two chiefs Fumo Omari and Avatula, had by no means settled the difficulty. The Company's Sepoys had, indeed, on each occasion succeeded in driving the enemy back into their fortified villages, but Captain Rogers had not felt himself strong enough to follow them, nor was he able to blow up or otherwise destroy the stockades and fortified gates by which these villages were defended. From Jongeni, said the Consul-General, 'raiding parties used to sally forth nearly every night and capture slaves, especially women and children, cattle, corn, etc., from all the peaceful villages which acknowledged the Company's rule. In so doing, the Witu people openly set at nought

the treaties which they had made with the English Company.' In the middle of April Mr. Berkeley,* the Company's Administrator, reported that he had organised preparations for a combined attack on Jongeni, by which he hoped to effect the capture of the two rebel leaders, and thereby put an end to all resistance. At the same time, in the hope of avoiding bloodshed, negotiations were opened with the two hostile chiefs through an influential Arab gentleman in the Company's service. Mr. Portal proceeded in person to the spot, as Commissioner of East Africa, and he arranged with Captain Campbell, the senior naval officer on the station, to bring her Majesty's ship *Philomel* to Lamu, in order to be ready to give any assistance which might be necessary.

The Company's forces, under Captain Rogers, were found encamped about three hours march from the rebels' head-quarters at Jongeni, and as it was evident that nothing was likely to result from the offices of the Arab gentleman mentioned above, he was recalled. Identical letters, signed by Mr. Berkeley and countersigned by Mr. Portal, were written to the two chiefs calling upon them to disband at once their forces, to acknowledge the Company's authority and to hoist its flag, to give up certain prisoners, slaves, stolen property, etc., and to abstain from all raiding and robbery. The presence of the *Philomel* at Lamu, and of her Majesty's Commissioner in the Company's camp, caused 'great perturbation among the rebel forces,' and on the 29th April Fumo

* A member of the Consular Staff at Zanzibar, whose services had been lent by Government, and who for more than a year filled the office of Administrator with distinguished ability and success.

Omari and Avatula accepted unconditionally the terms dictated to them. The prisoners were at once surrendered, the forces began to disperse, the Company's flag was hoisted, 'several hundreds of people went to Witu to settle peacefully under the protection of the Company, Fumo Omari started without delay for a village which had been allotted to him, and where he will be under the constant supervision of the Company's district officer, and the whole of the hostile coalition was promptly and thoroughly broken up.'

The arrangement, owing to the character of the elements of insubordination, was a truce rather than a pacification, extracted not from the desire of the rebel chiefs for peace, but from their fear of superior force. A month later Fumo Omari and his followers, still refusing to come to Witu, were found establishing themselves at a forest station of the 'Watoro' and not at the village which had been assigned to him. The soldiers of Fumo Omari were a factor in the situation of considerable anxiety and difficulty. The ordinary inhabitants, the peaceful and industrious cultivators of the soil, were loyally ranged on the side of order. The personal following of the Sultans of Witu had from the beginning been of another class—fugitive criminals, runaway slaves, and bad characters of all sorts from the coast, who found asylum by enlisting in the service of the Witu chief. The point was referred to with considerable misgiving by the leading advisers of Fumo Omari himself, with whom Mr. Berkeley had a personal conference regarding the affairs of the district. These men readily agreed how much it was to the advantage of all parties that the country should be thoroughly

pacified and that the people should devote their attention to agriculture and trade. But they indicated the difficulty which existed with reference to Fumo Omari's soldiers, 'who from long custom and tradition had no knowledge of or aptitude for any sort of work ; their trade was supposed to be fighting and also to some extent hunting, which in real truth means that they had always lived as dependants upon the Sultan of Witu, and that when the latter was not in a position to support them they lived by plunder.' At an appointed meeting with Mr. Berkeley to discuss the state of affairs in a friendly way, Fumo Omari, a few weeks after the 'peace,' appeared with an armed following of 300 or 400 of these men.

Fumo Omari, at a place called Pumwani, and Avatula at Jongeni, continued sullenly irreconcilable to the interests of order, although the latter, who died soon after the events just related, was perhaps the less ill-disposed of the two, and enjoyed a more legitimate position. In 1893 it was proposed to transfer the Indian troops to Kismayu, where the Somali tribes of the interior were a source of considerable apprehension, and to replace them by irregulars, but the step was found to be impossible in consequence of the menacing attitude of Fumo Omari. Several elements combined to render the Company's task of occupying Witu exceedingly embarrassing. Notification was received of the approaching expiration of the engagement of the Indian military police in the following June, and that all, except three, refused every inducement to extend their engagement, and insisted on returning to India. The

Acting Administrator (Mr. Pigott) represented in strong terms the situation that would arise on the departure of these troops if they were not replaced by a force of similar character. 'I do not think,' he wrote to the Directors on the 22nd March, 'the state of Witu is such as to allow it to be left without a considerable force of efficient soldiers. Fumo Omari seems ready to take advantage of any chance which may occur to make trouble in the district, and at present there does not appear to be much chance of arresting him.' It came to the knowledge of the Directors at this time that one Sulie-man bin Abdulla, a dangerous Arab, who had been deported by the Government to Arabia for his complicity in the Witu insurrection in 1890, had landed on the Company's coast with an armed following. The incident was illustrative of a state of things indifferently calculated to facilitate the troublesome duty undertaken by the Company in Witu. It was discovered that the outlaw had invaded the Company's territory, not from Arabia, but from Zanzibar, where he had actually been residing in security, with the knowledge of the local authorities, since March in the preceding year. The Directors expressed their surprise to the Foreign Office (4th May) that the exiled rebel should have been allowed to return to Zanzibar and to leave the place with impunity to disturb the peace of the Company's coast. In view of the grave dereliction of duty on the part of the Zanzibar Government it was not much to ask that 'the Government of his Highness the Sultan of Zanzibar should be moved to take such steps as may be in their power to effect the re-arrest of Sulieman bin Abdulla and his re-

moval from the Company's territory.' After the manner in which that Government had shown their obligations towards the Company, by harbouring the returned rebel for a year, and then permitting him to set sail for the mainland with an armed following, the characteristic answer was that the Consul-General would 'press the Sultan to use his influence,' but that it did not 'appear possible that he can be recaptured by the Sultan's forces in territory under the Company's administration.' Finding his efforts to foment an insurrection on the scene of his former influence to be without result, Abdulla sought the usual asylum of outlaws, and was received most cordially by Fuma Omari, 'who,' Captain Rogers reported on 13th May, 'freed two slaves in his honour, has built him a house, and given him concubines and slaves.'

For some months Fumo Omari had been threatening and defiant. In February he had written a hostile letter to Captain Rogers, demanding the release of certain people who had been arrested for raiding, and threatening that if they were not released he would no longer be at peace with the Company. In May Captain Rogers found that Fumo and his new ally, Sulieman, had written to Binti Sultani* asking her to leave Witu with all her followers, 'and combine with them in upsetting the authority of the Company.' He described Pumwani, the position in which they were established, as being 'situated in the densest forest, and only approachable by a narrow lane a yard wide, guarded by two gates, 100 yards apart.

* Widow of the late and daughter of a former Sultan, and a person of considerable property and importance. She was strongly attached to the administration of the Company.

The forest is so thick and blocked up with felled timber and undergrowth that it is absolutely impossible to work through it. The entire forest is protected by a boma made of poles driven in at a breadth of six feet, and filled in with sand. The village can only be approached from the forest; no attack can be made from the flanks or rear owing to the depth of forest which stretches away for miles and miles.' Captain Rogers was asked for a report giving the strength of the local force which it would be necessary to raise to replace the Indian police. The smallest body he could recommend for the service would be 400 men, involving an additional cost of nearly ten thousand rupees monthly. This was what the continued occupation of Witu meant now to the Company. The task moreover had not been one of the Company's seeking, and had been reluctantly accepted. After the experience of two years the prospects offered no justification for incurring fresh and burdensome responsibilities. As will be seen in a subsequent chapter, a year before this date the pressure of financial burdens resulting from extended and exhausting territorial responsibilities was so severely felt that the Directors concluded that, without aid, the task could not be continued, and if the required aid were impracticable they suggested the absorption of the Company's charter and concession rights, on equitable terms, in a Protectorate embracing the whole British sphere of influence. They could not, therefore, entertain the expense of recruiting a new military force for the occupation of Witu, and an intimation was sent to the Foreign Office on the 4th of May that the three years' term of

service of the Indian troops would expire on 1st of June, and that the men claimed to be returned to India in accordance with their contracts. At this time it was unknown whether the Government meant in the end to retain or to abandon Uganda—in fact, the uncertainty as to the general intentions of her Majesty's ministers in regard to East Africa was paralysing all administrative work. Under these circumstances the Foreign Office was informed that the Directors 'being ignorant of the intentions of her Majesty's Government with regard to the future, they do not purpose to replace these men, but they deem it their duty to represent the situation to the Earl of Rosebery with a view to her Majesty's Government adopting such measures as they may deem proper for the security of the Protectorate of Witu after the departure of the Indian troops.' The Foreign Office replied that it was not her Majesty's Government, but the Company, that was responsible for the maintenance of order in Witu, that this was one of the duties imposed by the Charter 'to which the Company owes its existence,' and 'grave consequences' might ensue if the obligation were not fulfilled.

This threat was met by pointing out that it was primarily not under the Charter, but in virtue of an Agreement with her Majesty's Government, dated 5th March 1891, that the Company was responsible for maintaining order in Witu, and the responsibility would be discharged as long as the agreement existed. But the obligations of that agreement were not indefinite, and were terminable by either party, and in the existing condition of affairs and in view of the uncertainty as to the intentions of

Government, the Directors decided that unless Government would give them some assistance in maintaining order in the Witu Protectorate the Company could not continue the administration of that district. This communication was made on 18th May. On the 15th June the Foreign Office replied, in an argumentative letter,* contending that as no limit of time was expressly specified in the agreement under which the Company took charge of Witu, the Company could only withdraw on the grounds that it was unable 'to perform the obligations of the Charter, unassisted, owing to want of funds.' Moreover, the advent of the Company having been regarded as the inauguration of a 'new era' for the East African continent, in which the revenues derived from customs at the coast ports would be applied to the benefit of the interior, a reversion to the old system of a dual administration would be 'an anomalous and retrograde step in the history of African progress.' The argument, however, ignored the important fact that the old system was still enforced by the payment, in rent, of the revenues to the Sultan of Zanzibar, while the benefits to the interior to accrue from the 'new era' were left to be provided for out of the capital of the shareholders of the Company. A threat was conveyed that the Company by withdrawing from Witu would place itself in the situation of being compelled to continue paying to the Sultan the equivalent of revenues which it would be prevented from collecting; and it was alleged that the product of the customs duties levied at the ports, was used by the Company for the creation of

* See Appendix No. 12, *Correspondence relating to the Company's Withdrawal from Witu.*

an organisation for the purposes of improving the condition of the natives inhabiting the mainland regions, of advancing their civilisation, suppressing the slave trade, and opening their countries to foreign trade and commerce. The objects of the Company were correctly stated, but the product of the customs duties at the ports still continued to go to the Sultan of Zanzibar without any return whatever, and the work described had to be done at the Company's own cost. The contention of the Foreign Office, however, claimed on behalf of the new administration which might succeed the Company in Witu the right to collect and apply to administrative purposes the revenue of the district, the equivalent of which would still continue to be included in the revenue payable to the Sultan of Zanzibar by the Company. The result was that, as Witu was handed over by Government to the Sultan, the latter under the new arrangement received the local revenue twice over—from his own collectors, and from the Company in the rent.

On the 4th July the Directors formally confirmed their intention to relinquish the administration of Witu on the 31st of July, including the whole of the late German Protectorate up to Kismayu. The littoral limits of this Protectorate were exactly defined, but how far it went from the coast was unsettled. It became necessary, however, for the purpose of penalising the withdrawal from Witu as foreshadowed in the Foreign Office letter of 15th June, that the Company should not be allowed to remain in possession of the treaty rights it had acquired in the territory behind the Protectorate. Hence a correspondence ensued, the object of which was on the part of

the Foreign Office to bring the Directors to an admission that in withdrawing from Witu and the late German Protectorate 'the Company's administration will be withdrawn from the whole territory between the Tana and Juba.' The Directors reiterated their decision in the original terms, but eventually the Foreign Office insisted upon its own interpretation, and on the 31st July 1893, the Company relinquished the troublesome and unprofitable burden of administration in Witu. The Protectorate was at once placed under the sovereignty of the Sultan of Zanzibar.

CHAPTER XV.

KISMAYU.

THE port of Kismayu, situated near the mouth of the Juba River, a short distance south of the point where the equator intersects the East Coast, formed (with a radius of ten miles) part of the concession signed by the Sultan of Zanzibar on 31st August 1889, and confirmed on 5th March 1891. The place is of considerable importance as the outlet of the trade of the Somali country of the interior, and as the only harbour north of Manda Bay (Witu) which affords shelter to vessels at all seasons of the year. The town is situated on the northern side of a well sheltered bay, which is protected from various points by reefs and islands. All that portion of the town within the vicinity of the Fort is mostly constructed of stone, and is occupied by the Arab and Indian population—the former numbering from 200 to 300, the latter not more than a dozen. North of the Arab town is the Somali village, the population of which, being largely engaged in trading to the interior, is very fluctuating. This interior trade is almost entirely in the hands of the Somalis as middlemen, and their jealousy of this monopoly, combined with the treacherous and fanatical hostility of their attitude

towards Europeans, has been the cause of constant feuds and bloodshed.

The Company took over the administration of Kismayu from the 1st July 1891. As the prospective value of the port depended upon the opening up of the interior to commerce, the leading idea of the Company was to establish such relations with the Somali tribes as would ensure free commercial communication with the interior, especially with the country of the Boran Gallas, a race spoken of as possessing superior characteristics and inhabiting a country supplying numerous products for which there had heretofore been no access to the sea save through the hands of the Somali middlemen. It was the intention of the Directors also to open the navigation of the Juba River by means of a steamer, and to use largely as a factor in the development of the region a considerable and powerful colony of Watoro (or runaway slaves) who, some 40,000 in number, were established some distance up the river, but whose industry was much hampered by the obstruction of the Juba by the Somalis to prevent those people bringing their products to the market at Kismayu.

During the first half of the year 1891, before the arrival of the Company's officials, there had been loud complaints with regard to these obstructive tactics on the part of the Somalis, but the public authority at the port of Kismayu was powerless to provide a remedy. Already, prior to taking over the Concession, in 1889 and 1890, the Company had made treaties with the Somali tribes,* and the

* These treaties were made by the Company with the view of counteracting the designs of the Germans, who aimed at

latter were now expressing their wish that the Company should take charge at Kismayu, replacing the authority of the Arab governor, who was intensely unpopular among them. Mr. R. T. Simons,* on behalf of the Company, formally assumed charge of the district on the 5th August. He was accompanied by Mr. Macdonald Lemmi as assistant, and his general instructions were to cultivate relations of friendship with the Somali tribes whilst avoiding, as far as might be expedient, the bestowal of gratuities to the sheiks, and he was to give special attention to the encouragement of the freed slave colony at Gosha. Mr. Simons found the place in a very backward and un-

securing the country between the Tana and Juba as a base conferring upon them the right to exercise influence over the 'hinterland' of the Nile regions, including the provinces lately occupied by Emin Pasha. As a step towards this object, Germany declared a Protectorate over the coast, but her extension to the interior was barred by the treaties concluded with the Somalis and other tribes by the Company, treaties covering the whole region between the two rivers. The importance attached by her Majesty's Government to the rights thus acquired is evidenced by a letter addressed by the Foreign Office to the Company, dated 14th December 1889. In this letter it is stated the treaties made by the Company 'with the chiefs on the banks of the Tana and Juba and the district between Witu and Kismayu' had been communicated to the German Government, but that 'in view of the counterclaims which there is reason to think will be put forward by Germany in favour of the Sultan of Witu's sovereignty over territory on the left bank of the Tana, and in favour of other chiefs under German protection to parts of the territory on the right bank of the Juba, the Company should endeavour to collect all possible information in support of their contention that the chiefs with whom they have treaties are independent of the Sultan of Witu, and in proof of the territorial claims resting on the treaties.'

* Soon afterwards appointed a Vice-Consul at Zanzibar, and now her Majesty's Consul at Tahiti.

promising condition. During the twenty-five years that Kismayu had been subject to the Sultan of Zanzibar no effort had been made 'to improve the place, country, or status of the people, in consequence of which the customs receipts have always been considerably less than the cost of administration.' The measures which Mr. Simons found necessary to secure the friendship of the Somali tribes, and by that means to ensure free commercial access to the interior, involved a considerable augmentation of the expense of administration; and the settlement of matters was not facilitated by an outstanding claim of the Somalis upon the Sultan for a debt of 'blood money' in respect of certain members of their tribes who had been killed by the Sultan's soldiers,—a claim upon which the Somalis insisted with warmth. In order to deal with such a people only two courses were open. Their hereditary opposition to the admission of Europeans through their country must be overcome by force, or by negotiation. An essential condition of the success of the latter method was the payment of such subsidies as might be agreed to as an equivalent for the desired freedom and security of commercial transit through the country. This liberty of safe commercial communication was indispensable to the development of the country and the extension of civilisation, and as the country belonged of right to the people, the desired facilities were obtainable only by the use of force, or the payment of equivalent subsidies. In dealing with the same people on the Somali coast opposite Aden, the Government had found it more politic, as it was also more just and economical, to subsidise than to subdue. The

principle of purchasing the friendship of barbarous tribes by money payments is open to obvious objections; but it was a question whether this course might not be freer from objection than the alternative one of subjugation by force of arms. In the case of the Somalis near Kismayu, the Directors found themselves obliged to adopt the more peaceful course, being strongly opposed to the use of violent methods when these could be avoided, although the conciliation of the Somalis by the means of subsidies postponed still further to the future the prospect of making the revenue of Kismayu equal to the costs of administration, and, seeing that the whole of the present revenue from customs was absorbed by the Sultan of Zanzibar in rent, the immediate burden upon the Company's resources became disproportionately heavy.

In October, Murgan Yusuf, the principal Sheik of the Somalis, accompanied by some fifty other sheiks and from 4000 to 5000 followers, consented, after a great deal of diplomatic persuasion, to come to Kismayu, where they had to be entertained at the expense of the Company. On this occasion the several treaties with the tribes were revised and confirmed, and an important agreement was entered into also with Nussub Pombo, the chief of the Watoro or runaway slave colony who were settled on the Juba at the place called Gosha. A portion of these people resided on the left or Italian bank of the river, and Mr. Simons had formerly made treaties with these on behalf of the Royal Italian Government. The present arrangements did not interfere with the allegiance thereby involved, as they referred only to the communities on the British side. In order to share in the advantages of

these new agreements many of the Watoro declared their intention of removing across the river. They were all one community, although under various sheiks or headmen, of whom the individual named Nussub Pombo was the principal; their industry was exclusively agricultural, and their main interest was to secure protection against the Somalis and free access for their produce by means of the river to the coast market at Kismayu. Hitherto it had been the practice of the Somalis, who had plantations of their own further down the river, to intercept and seize the canoes of the Watoro in order to maintain for their own produce a monopoly of the market. By the agreements now entered into with the Company, the latter guaranteed the Gosha people the protection they required, and undertook, in consideration of a stipulated tribute of produce, to supply them with seeds and implements, arms for their protection, and to pay certain monthly subsidies in cash to Nussub Pombo and the other sheiks of the colony.

The arrangements with the Somalis and the Gosha people were accompanied by so much expenditure of money that Mr. Berkeley, the Administrator, proceeded to Kismayu in the beginning of November 1891 to make personal inquiry into the state of the district and the agreements concluded by Mr. Simons. Mr. Berkeley reported that the result of the work accomplished by Mr. Simons was that all the Somali tribes from the coast to Boran (the Galla country) had now been brought under the protection of the Company, and that 'we are now in a position to freely and peacefully navigate the Juba up to the Webi Dawa and at the same time to send caravans

direct from the coast up to Boran or from the Juba into Boran. This result,' he wrote, 'coupled with the Watoro agreement, of which you already know, is, I think, a really creditable and valuable bit of work, and the more so that it was accomplished under circumstances of undeniably harassing complications and anxiety. The Watoro and Ogadens (Somalis) were deadly enemies, the Coast Somalis have vigorously endeavoured to maintain the position of middlemen between the up-country and the coast, while the Wali and local Indian traders naturally enough hated the prospect of a general peace and development which would sweep them away as the only people in a position to profit by such trade as existed in a general state of antagonism, intrigue, and above all (in *their* interests), isolation from the rest of the world. Through all these difficulties' Mr. Berkeley continues, and what follows is of interest as indicating the character of the difficulties to be encountered in dealing with the people the Company had here on its hands, 'he' (Mr. Simons) 'has steadily and successfully made his way, and it really is, in my opinion, no little credit to him that numbers of these hitherto irreconcilable enemies met and mingled together in Kismayu without bloodshed, a consummation which I honestly believe might at any moment have been brought about by indiscretion on his part, or by the loss of cool tact, temper and presence of mind, in the midst of ever recurring complications, animosities and smouldering grievances. During my two days at Kismayu, I myself saw Murgan Yusuf, his chiefs, and some of the Watoro leaders, etc., etc. (Murgan and the others had waited on hearing that I was expected, but Simons had been able to

persuade them to send away the immense mob which had originally accompanied them), and I therefore had an opportunity of estimating some of the difficulties Simons had encountered. So that I feel sure that in what I have said regarding him, the Directors will see nothing but what I honestly consider as a just and well deserved tribute to excellent work well and faithfully done. There remains the question of expenditure* which certainly seems at first sight rather heavy, particularly at this juncture of affairs; but Simons assures me with the utmost earnestness that from first to last he fought over every lump sum or annual payment which he granted, and strove to the utmost to reduce them to the very lowest figure. He tells me that the majority of the men he had to negotiate with made it a *sine quâ non* to be at once given a lump sum as "heshima" before anything at all could be begun, and proceeded to name large sums which he was obliged with infinite patience to reduce to reasonable proportions, and all this during a period when any explosion of temper on the part of one or other of the various parties he was dealing with might have acted as a spark on gunpowder and produced a more or less serious catastrophe, followed by a general exit of the people he had so laboriously tempted down, and the collapse, for, perhaps, a very long time, of all negotiations towards a general peaceful understanding. With my own mind still full of personal impressions of the situation as I found it a few days ago at Kismayu, and having received from Mr. Simons himself exhaustive

* Mr. Simons' drafts during those proceedings had amounted to Rs. 65,294.

verbal accounts of the numberless exactions, claims, and sudden calls he had to contend with, I feel that it is only right that I should state that after carefully weighing and estimating the work done, and, as far as I can judge, the circumstances in which it was done, the expenditure incurred was practically unavoidable.'

That the expenditure was unavoidable, barring the employment of force to dispossess these people of the rights which they undoubtedly possessed as inhabitants of the country through which free commercial communication was desired, was sufficiently evident, regrettable as the necessity was in the case of a Company whose limited capital had not been subscribed in anticipation of such administrative emergencies. The situation afforded ample justification of the postponement by Sir W. Mackinnon, when the first concession was granted to him, of the extended grant of these northern possessions which the Sultan at the time wished to be included, and was sufficient demonstration of the pressure of political exigency which, rather than any interests of its own, induced the Company to obtain this latter concession in 1889. The port of Kismayu was a burdensome possession, but, commanding the mouth of the Juba and the trade of all that part of the continent, and possessing besides the only safe harbour between Aden and Lamu, its political importance to the interests of Great Britain was very considerable. Whilst such considerations were always operative with the Directors, the expenditure involved in the occupation of this port and the conciliation of the tribes in the interior was justified on other grounds, less immediate perhaps, but not less adequate. As before remarked, the

principal aim was to obtain free access for commerce to the Boran Galla country, hitherto shut off from the coast by the hostile and interested interposition of the Somalis. It must be recognised that in surrendering their monopoly of the trade of the interior the Somalis were yielding up that for which they were entitled to a consideration. The Boran Gallas, a superior type of people, were known to be anxious to meet European traders and find an opening to the coast for their products, and these were numerous and valuable. Hitherto they had been restricted to a limited trade through the Somali middlemen by way of the towns of Logh and Bardera on the Juba, and the free development of commercial intercourse with the Boran region promised results more than counterbalancing the measures necessary to secure them. Such considerations reconciled the Directors to an expenditure which under other circumstances they would have hesitated before incurring, and they were present to the minds of the board when, on the departure of Mr. Simons from England, they instructed him as to 'the necessity, as far as may be expedient, of avoiding the giving of gratuities to sheiks' of the Somali tribes.

As the policy of subsidising the tribes (in this instance powerful and warlike tribes, whose subjugation would be no light undertaking) was on a subsequent occasion called in question by Mr. Rennell Rodd (Acting Consul-General during Sir Gerald Portal's mission to Uganda), it may be convenient in this place to put on record the views of the Directors, as stated in a letter to the Foreign Office of 18th April 1893. 'Mr. Rodd questions the wisdom of the policy,' the Directors

wrote, 'of conciliation pursued by the Company in dealing with the natives of Kismayu and the Somali tribes on the Juba, and advocates a system of imposing, and not of purchasing, order and submission in dealing with natives. Had the object of the Directors in regard to Kismayu been to continue, as the Sultan did, in mere occupation of an isolated outpost, this would have been easy; nothing more would have been called for than the employment of a small force to command the only landing place. But the endeavour of the Company was to secure freedom of navigation up the Juba, to open up a new and important territory to trade, and to obtain, if possible, the goodwill of the powerful chiefs along the route to the interior, obtaining thereby a just right, by agreement entered into, to demand protection and to resent and punish any interference.' It was added: 'The successful navigation of the River Juba by a small party in an unarmed steamer justifies the policy of the Company carried out by Mr. Berkeley. To have used force in the first place would have put the Company in the wrong, and have exposed their action to severe criticism.'

The negotiations with the Somalis on this occasion were complicated by another question which has already been alluded to. This was the claim for 'blood money' against the Sultan of Zanzibar. The principle according to which a money composition paid to the family of the victims expiates an act of homicide is well known in eastern countries, and is a survival of the ancient *lex talionis* of the Mosaic code which has the force of law. For many years an agreement had subsisted between the Sultan of Zanzibar, as sovereign of Kismayu and the other

northern ports on the Somali coast, and the tribes, by which a sum of eight hundred dollars should be paid for the murder of an individual of one side by individuals belonging to the other. Claims arose in respect of the murders of three Somalis, on different occasions, by members of the Arab garrison of Kismayu, and even the Arab governor or 'wali' of the latter place, a man bitterly hostile to the Somalis, admitted the murders in question to be cases in which the stipulated compensation ('diya' or blood money) was due. The Sultan had made it one of the stipulations of his Concession to the Company that he should not be held liable for any 'diya' to which natives might become entitled under the administration of the Company. The Company enjoyed corresponding immunity in regard to claims which had arisen under the government of the Sultan; but in the present case the Somalis, having accepted the protection of the Company, demanded, with a justice which could not be resisted, that the Company should see right done to them in the matter by the Sultan of Zanzibar. The refusal of the Sultan hitherto to settle what was admitted to be a just claim was a sore grievance to the Somalis, and was one which the Administrator could not refuse to support. To their great satisfaction, Mr. Berkeley promised to put forward and press their claim with the Sultan. As long as the grievance remained unsettled it was an element of trouble, the consequences of which affected the Company and not the Sultan of Zanzibar. It may be here stated that the effort to get the Sultan to pay the debt was a failure. The debt was acknowledged, but its settlement was obstinately refused. After a deputation of the Somalis

had gone to Zanzibar and established the justice of their claim, and after every endeavour on the part of the Administrator to get the Sultan or his advisers to discharge an acknowledged debt, the continuance of which threatened Kismayu and its neighbourhood with reprisals by the exasperated tribes, the Company paid the money in the Sultan's name, but never recovered the amount.

The administrative charges of Kismayu amounted to Rs. 4,690 monthly.* The revenue to the Company was nothing, as the whole of the customs receipts (irrespective of fluctuations from local disturbances or other causes, which subsequently reduced them to a nominal figure) were payable to the Sultan of Zanzibar as 'rent.'

The settlement thus effected among the mutually hostile elements of the district, with so much trouble and expense, did not prove of long duration. In a few months troubles began to arise out of the question of the subsidies. Into the details it is not necessary to enter; but in the month of August 1892, Mr. Berkeley found it necessary to visit the district again. A patient examination of the various claims left unsatisfied by the original negotiations led him to effect an adjustment by agreeing to further payments. The principle of subsidising having been adopted, the Administrator was bound to distribute the payments with as much justice as possible, even though in doing so it became necessary to add to the amount payable to the tribes. This arrangement allayed the complaints and discontent. But causes of discontent remained which could not be reached

* This sum included the Somali subsidies, which a few months later increased to Rs. 5,000.

by the Company. There were two classes of Somalis, the Ogaden and Murjerten, all of which had originally come from the north side of the Juba, which was their proper country. The former, the more powerful class, consisted of a number of tribes under separate chiefs or sheiks, but acknowledging one sheik (Murgan Yusuf) as paramount; these, commonly called the "up-country" Somalis, had crossed the Juba and spread themselves over the interior. The others, the Murjerten, belonged to what is called the Herti tribe, occupying the coast, and had come down to Kismayu in canoes and settled in its vicinity. They are all alike treacherous and quarrelsome, more given to brigandage and blackmailing than to lawful industry, but they are described as cowardly and easily quelled by firmness and authority. Before resorting to the well understood application of the euphemism 'firmness and authority' the Directors, as they declared to the Foreign Office, desired to put themselves in an unassailable position by concluding agreements which would give them the just right 'to resent and punish any interference.' Soon after the arrangements made by Mr. Berkeley in August fresh troubles arose. Great discontent prevailed amongst the Ogadens with the way in which Murgan Yusuf distributed the considerable sums he had received, and several chiefs preferred claims for subsidies to the District Officer at Kismayu as being, in their own opinion, as much entitled to them as others. Bands of Somalis from the interior began to arrive at the coast, and these, in concert with Shirwa, chief of the Murjertens, commenced to foment disturbances. The Indian traders resident in Kismayu were a principal element in promot-

ing disaffection and disorder. Their interests were bound up with the old rather than with the new order of things, and they not only instigated the Somalis (for whom they acted as bankers) to fresh demands for subsidies, but it was discovered that they were the means of secretly supplying the tribesmen with guns and ammunition.

In January 1893, news was received that disaffection prevailed at Kismayu, and a gunboat was ordered to proceed thither. On the arrival of this vessel (the *Widgeon*) Mr. Todd, the Company's superintendent, held a durbar, at which seventy of the Somalis attended in arms. Mr. Todd determined to arrest three of the insubordinate chiefs, and requested the friendlies to withdraw, but immediately an attempt was made to assassinate him, and he was severely wounded in the head. Count Lovatelli, an officer of the Italian navy, who was then a guest at the Residency, seconded by the assistant superintendent, saved Mr. Todd's life by their efforts, and the seamen from the *Widgeon* drove the Somalis off, killing forty-one, while the gunboat shelled and dispersed the shore bands. 'The sudden outbreak,' Mr. Todd reported, 'was quite unexpected by me, although I felt that it would come sooner or later. The differences with Shirwa were purely because I would not satisfy his constant thirst for money or presents. On the other hand Arise, Eoolu, and Abdi Hirsi never met with anything but good from my hands. There is little doubt in my mind that the so-called friendlies had joined with Shirwa at the end and had no intention of standing neutral. With regard to the Ogadens, there has been great dissatisfaction amongst the tribes with the way

Murgan Yusuf distributed the large sums of money spent by Mr. Berkeley, also my constant refusal to include any more chiefs in the wages list. For some time previous to the arrival of H.M.S. *Widgeon* the Ogadens have been sending into the town daily large numbers of young men fully armed, with the intention, there is no doubt, of making trouble, which was only prevented by the precautions taken by me. In fact, for the past month it has been absolutely dangerous for us Europeans to go outside.'

The Acting Consul-General (Mr. Rennell Rodd), who proceeded to Kismayu in H.M.S. *Philomel* in the beginning of February, amply confirmed, in a report to the Foreign Office, the statements of Mr. Todd. A letter had indeed been received at the time of the disturbances from Murgan Yusuf, combining with the usual request for more supplies, an assurance of good will and a repudiation of his insubordinate tribesmen, but Mr. Rodd was satisfied that there had been an organised plot against the Company's superintendent, and he expressed his strong distrust of the loyalty of the British Indian traders in Kismayu. Mr. Rodd took the full responsibility, he stated, of advising the Company's Administrator to discontinue the subsidies. The money would, in his opinion, be more effectually applied to the maintenance of 'a thoroughly efficient garrison' at Kismayu. Mr. Rodd appeared to overlook the circumstance that the object of the subsidies was not the protection of Kismayu, but the opening of free access to the interior, and that a most successful exploration of the Juba river had been made by an unarmed steamer as a result of the new relations

established with the tribes. But he considered that 'an opportunity for a firm stand has been afforded by this deliberate and probably preconcerted attempt to assassinate the Company's representative in Baraza, in which numbers of the various subsidised tribes, and most of them representative men, were present. It may be advisable at some future time to reconsider the question, and gifts are of course inevitable occasionally in oriental countries; but I venture to submit that it is most desirable in the future interests of these countries to establish the principle of imposing, and not of purchasing, order and submission.'

The defences of Kismayu were strengthened, the garrison increased, and in April Captain Charles Campbell, of the *Philomel*, the senior naval officer, ordered a reconnaissance at the mouth of the Juba river to ascertain the situation of affairs. The Somalis were reported to be encamped at Gobwen on the river, and apprehensions were felt as to the safety of the sternwheel steamer *Kenia*, which was anchored in mid-stream, with her rudder disabled. The landing of the naval force produced a very good effect, and Mr. Todd stated that in consequence the Europeans (Captain Tritton and Mr. Macdougall on board the *Kenia*) were in no danger, and as the stockade at Kismayu was close on completion the presence of a man-of-war was no longer necessary. Mr. Todd left on leave in May, and Mr. Bird-Thompson took charge in his absence, assisted by Mr. Hamilton and Mr. Farrant. Captain Tritton and Mr. Macdougall still remained in the river on the *Kenia*. The Somalis were assembled some miles further up the river

at a place called Yonti, and professed to be desirous of peace, but employed themselves in raiding. Some doubts were felt as to the fidelity of the Hyderabad troops which had been sent up to reinforce the garrison (the same levies of the Sultan's army who had been found untrustworthy at Witu), but Mr. Bird-Thompson seemed to think them reliable. In May this officer had several conferences with the Somalis, who reiterated their desire for peace, and confidence was so far restored that 150 of them came into the town with cattle, etc., behaving in a very orderly manner and depositing their arms, as required, at the gate. A boma or fort was constructed under the superintendence of Mr. Hamilton, at a place called Turki Hill, commanding the Juba at Gobwen, a few miles from Kismayu, and although this work, and the fortification of Kismayu, gave assurances of order in addition to the profession of the Somalis, startling news was received in August of a fatal outbreak due to a new element of mischief. Seventy-four of the Hyderabad garrison deserted with their arms, joined the Somalis, and attacked and took Turki Hill on the 11th August. Mr. Hamilton was killed. Only Mr. Farrant remained at Kismayu, Mr. Bird-Thompson having left in the end of June on account of illness, and subsequently taken service with the new Witu Administration. Owing to the precarious position of the *Kenia*, and the well grounded fear of the disloyalty of the rest of the Viroboto (Hyderabad) troops, Mr. Tritton found himself in this emergency powerless to revenge the death of Mr. Hamilton. By the assistance of H.M.S. *Blanche*, a party gallantly led by Lieutenant Lewes and guided by Count Lovatelli,

repulsed an attack on Kismayu on the 18th August, and rescued the *Kenia* from her critical position. The village of Hamilton's murderers was attacked and destroyed, and his body was recovered.

These occurrences gave rise to an interesting correspondence between the Directors and the Foreign Office on the question of responsibility for the conduct of the Somalis. When the Company was withdrawing from Witu the preceding month (July 1893) her Majesty's Government insisted that the withdrawal should include the surrender by the Company of all administrative rights in the whole territory between the Tana and Juba rivers. In accepting these terms the Company thereby ceased to possess jurisdiction beyond the ten mile radius of the port of Kismayu, and the Somalis, with the treaties made by the Company, passed under the Administration of Witu. Under these circumstances, the Directors (23rd August) wrote to the Foreign Office expressing their reliance 'upon such steps being taken by her Majesty's Agent and Consul-General as he may deem practicable and expedient to protect the concession territory of this Company from attacks by tribes located beyond the ten mile radius limits.' To this the reply was made 'that though the Imperial British East Africa Company had retired from the administration of the whole territory between the Tana and the Juba, her Majesty's Government is at present only undertaking to provide for the administration of the territories over which the British Protectorate was declared on the 19th November 1890.' The Somalis were held to be not within the limits of the Protectorate, and the Company was left to take care of itself as best it

could. But it was pointed out to the Foreign Office that this contention was inconsistent with the terms of the notification in the *London Gazette* of 25th November 1890, of the assumption by her Majesty of the Protectorate of 'the territory of Witu, the territories lying between that country and the river Juba,' etc., as well as with the terms of a Foreign Office proposal (17th January 1891) relative to Witu, to the effect that the Sultan of Zanzibar, as Sovereign of the Protectorate, should simultaneously with his appointment to the sovereignty 'grant a concession to the Company of all the territory between the Tana and the Juba.' These declarations undoubtedly recognised the limits of the Protectorate as extending to the Juba river, and the Directors had assumed further 'that as the Company's withdrawal from the whole territory between the Tana and Juba was insisted on by her Majesty's Government concurrently with the withdrawal from the Protectorate, measures would be taken for assuming at the same time towards the tribes of that district the treaty obligations contracted by the Company by the desire of her Majesty's Government, at a time when German advances in that region were sought to be counteracted.' The Directors in reply were informed simply that they were 'mistaken in supposing that her Majesty's Government has undertaken responsibility as regards the administration of natives residing beyond those limits which, in the interior, have not been defined.'

In October 1893, Mr. Craufurd, an officer of experience, was specially sent out from England to take charge at Kismayu. The first question that confronted Mr. Crau-

furd was that of the engagements entered into with the Watoro colony at Gosha. These people were now within the jurisdiction of the Protectorate, but they were naturally unable to discriminate between the Company's officers and those of the Government,* or to understand the altered relations of their territory since the transfer of 31st July. This state of things was resulting in much embarrassment to the Company's officer at Kismayu, and it was urgently a case in which her Majesty's Government ought to be prompt in accepting the responsibilities the surrender of which by the Company had been so recently insisted upon. The Directors (19th January 1894) pointed out to the Foreign Office that the runaway slave colony, 'numbering 40,000 or 50,000, and forming an independent agricultural colony on the Juba between the Somalis of the interior and the coast, are no longer within the Company's territory; but recognising the value of such a powerful and independent settlement as a factor in the development of the country and as a buffer between the lawless Somali tribes and the coast belt, the Company's policy was to strengthen the colony of runaway slaves by supplying them, to a limited

* 'Although we have every wish to keep things running smoothly, and work harmoniously with the Witu and Home Governments, yet as a fact we can do nothing legally outside the ten-mile circle; if the pledges are broken, British prestige will suffer—the natives cannot distinguish between the Company and the Government; the Company's Agent has always been called the "Balozi" or Consul, and the frequent visits of the men-of-war have confirmed the impression on the native mind, particularly as on more than one occasion the Company's officer was superseded by the Naval Commanding Officer for the time being.'—*Report by Mr. C. H. Craufurd, 28th November, 1893.*

extent, with guns and ammunition for their protection, and to stimulate the industry of the settlement by furnishing them with seeds and implements.' The people were now 'looking for the fulfilment of the pledges made to them under the treaties approved by her Majesty's Government on 23rd January 1892,' and it was of importance that some immediate decision should be taken.

This communication elicited from the Foreign Office a mere acknowledgment of its receipt. No step has since been taken to discharge the responsibilities accompanying the transfer of territory. The object of Government in insisting on the transfer of the whole territory was not to promote the ends of the 'new era' by administering the coast for the benefit of the natives of the interior, but to penalise the Company's withdrawal from Witu by annexing to the latter the benefits arising from the trade of the wide tract of country between the Tana and Juba, in which Witu had never enjoyed right or influence, and which had been secured to British interest by the exertions and money of the Company alone.

In February 1894, Gobwen was raided by hostile Somalis, and on approaching Kismayu, were met by the Company's forces and defeated, suffering considerable loss of property. The action also resulted in the restitution of part of the property captured from the station at Turki Hill, and Mr. Craufurd was eventually successful in obtaining the surrender of the two cannon taken on that occasion. Three of the Arabs who were concerned in the attack on that place, which resulted in the death of Mr.

Hamilton, were arrested and, after trial at Mombasa, two were sentenced to death, and one to three years rigorous imprisonment.* Continual robberies with violence characterised the districts beyond the Company's jurisdiction, which were now left free from the control of all law, and traders proceeding to and from the Gosha settlements were obliged to cross the Juba and travel through the Italian territory for safety. 'The river tribes and friendly Somalis,' Mr. Craufurd reported, 'are seeking protection and assistance from the Company's Agent, whom they regard as the Consul of the Government of which they are the subjects. Within his district the Agent is able to offer protection, but beyond its limits he is not empowered to take action. There is, apparently, no administration to which these people could be referred.' In another letter he remarks, 'It is a waste of time to communicate with the officials at Zanizbar.' All Mr. Craufurd's reports were communicated, as received, to the Foreign Office.

As an interesting corollary to the refusal of her Majesty's Government to accept any responsibility for the maintenance of order outside Kismayu, it may be added here that a like condition of things arose a year later on the Tana, where certain Somali raids into the Company's territory were taking place. In this case, however, the Company's interests were connected with those of certain mission stations which were attacked and whose safety was endangered, and a circumstance so

* Much indignation was felt at Zanzibar and on the coast generally by the subsequent commutation of those sentences, on technical grounds, by the Supreme Court at Bombay.

calculated to draw public attention at home to the question of responsibility had the effect of obliging the Consul-General and his Administration to take measures for restraining the Somalis from those raids.

CHAPTER XVI.

THE RAILWAY SURVEY.

IN pursuance of the arrangement by which the Company undertook to defray the costs of the preliminary survey of the Railway from Mombasa to the Victoria Nyanza, Government pledging themselves to introduce a Vote for the purpose in the ensuing Session before the close of the financial year, the work was put in hand at once, and entrusted by the Treasury to Captain J. R. L. Macdonald, R.E., assisted by Captain Pringle, and Lieutenants Twining and Austin, R.E. The Treasury instructions were that Captain Macdonald was to survey the route from Mombasa, *viâ* Dagoreti or thereabouts, to Victoria Nyanza, reporting what in his opinion 'is the best route for a line to be constructed on the principle of the minimum first cost which will give a light railway capable of carrying at a reasonable working cost a moderate traffic on a gauge not exceeding three feet six inches. And if, in his opinion, the line he may so lay out will not be sufficient for the probable requirements of the country traversed when it is properly opened up, he is to state in his Report the modifications in route, works, buildings, and permanent way necessary in his judgment to make it so on a gauge of three feet six inches. And he must prepare estimates for the light line to be first constructed,

and for the improvements necessary hereafter to convert it into the heavier line.' It was also thought desirable that, on the return of the expedition to Dagoreti, the route should be surveyed from that place to Baza, on the Upper Tana, and a Report made on the comparative advantages of that route, but no action was to be taken for this purpose 'in the absence of previous agreement between the Treasury and the Company.'*

The arrangements made by the Company expedited the numerous preparations so much that the Survey expedition was ready to start on 7th December 1891, and two parties left the coast, one to work direct to Teita, the other to survey by way of the Sabaki River, both to effect a junction at Tzavo.. Without in this place following the details of the progress made by the survey, the extent to which that progress was indebted to the preparatory work of the Company may be gathered from a passage in Sir William Mackinnon's address to the Shareholders of the Company at a general meeting on 18th May 1892. After referring to the objects of the formation of the Company, and the practically unknown and unexplored character of the country which was to be opened up to trade, commerce, and good government, and pointing out that the first duty thus imposed upon the Company was 'one of exploration to open up to the knowledge of Great Britain this new region and its resources, and to establish with the chiefs and people such friendly relations as would render practicable the object in view,' Sir William added, 'Moreover, there was

* Africa, No. 2 (1892), page 8. The Tana route was afterwards condemned.

another most important object which the Directors had constantly before them from the very commencement. They saw that in a country devoid of animal traffic, and in which such commerce as existed depended on human portage—an exigency directly responsible for the slave trade—the development of its commercial and industrial resources could hardly be attempted until better and cheaper means of transport and communication were provided. Accordingly, from the initiation of the Company, they have directed their efforts to exploring and opening up the country by forming stations and making roads, to the construction of a telegraph line connecting the principal coast ports, and gradually connecting these with the stations in the interior, to the testing of the navigability of the two great waterways of the Tana and Juba by a specially constructed stern-wheel steamer, and above all to repeated examination of the country between the coast and the Victoria Nyanza, in order to ascertain the likeliest route for the construction of that absolute necessity of commercial development and suppression of the slave traffic—a railway, without which I emphatically say no large amount of commerce is possible, and not much good can be done, even by efforts such as we have been making. 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 railway survey left England, we were able to supply them with information, which has so greatly 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, or to within from 100 to 130 miles of the Victoria Nyanza, without finding any obstacle to prevent the cheap and easy construction of the projected railway.'

The Report of Captain Macdonald on the important section from Mombasa to Kikuyu (350 miles) was that there was nothing to prevent the construction of this line, *viâ* Voi, Kibwezi, and the Mikuyu Valley, in length about 346 miles, at a cost of about £1,022,000, or about £3,000 per mile. 'This,' said the Report, 'is for a line, metre gauge, with light earthwork, and only ballasted when swampy ground has to be crossed, but fairly bridged. The gradients would be equivalent to 1·5 per cent. or one in sixty-six, gradients which admit of considerable carrying power. The most fertile districts of the Company's territory would be in touch with the railway, and the check the line would place on Masai raids would probably considerably extend the areas of cultivation, and enable much valuable and well watered land now uninhabited to be made use of by the agricultural Wakamba.'

On the 3rd of March 1892, Government proposed in Parliament a vote of £20,000 for the Railway Survey, and an interesting and important debate ensued, extending over two sittings of the House of Commons. The vote was introduced by Mr. J. W. Lowther, Under Secretary of State for Foreign Affairs, who explained that the vote was submitted in continuation and amplification of the traditional policy of this country in dealing with the suppression of the slave trade, and that the present action was more immediately due to the obligations contracted under the General Act of the Brussels Conference. For many years British

cruisers had been engaged at great expense in checking the export slave trade by sea, but owing to the necessities of trade on land, carried on by means of porters, the demand for porters sustained the traffic in slaves and the raiding by which they were supplied. The way to strike effectually at the slave trade was therefore to supersede and extinguish the system of transport which gave rise to the demand for slaves, and this could only be done by means of a railway. Mr. Lowther pointed out that the policy of developing East Africa by means of a railway originated under the auspices of Mr. Gladstone's Government in 1885, when Lord Granville (Foreign Secretary) and his colleagues 'had taken this matter into their serious consideration,' and 'it was proposed to develop that portion of Central Africa, especially by making a railway which would run from the coast to the Victoria Nyanza, and the only condition which they attached to the proposal was that the sphere of limitation between the German territory and ours should be distinctly laid down.' The agreement which Lord Granville had contemplated in 1885 became a fact in 1886 by the delimitation of the British and German spheres of influence. In the territory thus recognised as British we became responsible, under the Brussels Act, for the extinction of the slave trade by the means indicated in that Act as most effectual for the purpose, viz.:—'the construction of roads, and in particular of railways connecting the advanced stations with the coast;' and the railway would not only 'effectually kill the further continuance of slave driving and slave raids,' but it would also entail benefits of a lasting and not of a temporary character by promoting commerce and

civilisation in the territory. The acquisition of Uganda by the Company gave an additional importance to the policy of constructing a railway. It was the only Christian country in Central Africa, it contained a fine race of men, and enjoyed a degree of native civilisation raising it considerably above surrounding countries. Facility of communication with that part of our territory was essential. 'We stood at the parting of the ways. If we did nothing now we should go backward. It was obvious that in consequence of the great cost [owing to want of effective means of transport] of maintaining Captain Lugard and those who were with him in Uganda it would be impossible for the British East Africa Company, or, indeed, for her Majesty's Government to keep him there. He would therefore have to be withdrawn, and if he were withdrawn it needed no great powers of prophecy to foresee that the Mahomedan tribes on the outskirts of Uganda, would at once attack that State, where the missionaries who were now settled there would probably be the first to be sacrificed. At all events such an event would give a great spurt to the slave trade, which our establishment in Uganda had already in some measure put a stop to, and which it was almost impossible to materially curtail by any operations which we might undertake upon the coast. If, therefore, we desired to go forward in what he might term the traditional policy of the country, the way was clear before us, and the means had been pointed out by the unanimous voice of Europe. The cost of making this railway, as compared with the vast sums we had expended in maintaining our vessels off the east coast of Africa, was trifling. At all

events by adopting the alternative her Majesty's Government proposed we should show that our vaunted philanthropy was not a sham, and our professions of humanitarianism were not mere hypocrisy.'

Mr. Bryce having complained of the absence of information on the subject of the proposed railway, and contended that our obligations were binding only in a 'protectorate' and not in what was termed a 'sphere of influence,' the Chancellor of the Exchequer (Mr. Goschen) replied that the object of the survey (the question now before the House), was to obtain information, and as to the other point, whilst nations to the north and south of us in East Africa were taking measures to meet their responsibilities, in their spheres of influence, it was suggested that 'we in the centre were to ride off on the ground that we had not a protectorate.' In that, he confessed, he thought we should 'cut only a sorry figure.' Mr. Gladstone followed, violently opposing the vote in a speech that was based throughout on very limited and inaccurate knowledge of the subject. He acknowledged the importance of the object in view—the suppression of the slave trade—and declared that 'the memory of what has taken place in former generations from the date of the Assiento Treaty tends to bring to our minds the conviction that we ought to take a large and liberal view of any proposal' for that object. But the importance of the object did not exempt us from the duty of ascertaining that the means proposed were adapted to that end, that the means were sufficient and compatible with general notions of law and right, and that in attaining our end 'we shall not com-

mit other errors and even give countenance to crimes from which, if presented to us, we should recoil.' Mr. Gladstone complained that there was not a scrap of information to guide them in the papers before the House, and rejected the argument that we had any obligation of the kind under the Brussels Act. He then proceeded to attack the vote on the ground of an utterly gratuitous and unjustified assumption that the money for the survey was being asked because 'the Company is not able to command the sum of £20,000.' He complained of the absence of information in the papers before the House, but the papers contained information in the face of which it was extraordinary to make such a statement. The survey was being made on account of the Government, and in pursuance of the public pledges of the Government, and the Company were actually advancing the money in question whilst the Government were waiting to obtain it from the House of Commons. Great part of the survey was already completed by this means. 'This we do know,' Mr. Gladstone reiterated, in continued disregard of the facts referred to, 'that £20,000 for the purposes of the survey cannot be produced by the Company, and therefore, the Government are called in.' He then went on to oppose the survey on the plea that it could only be prosecuted with bloodshed, and the railway made only by confiscation of the land of the natives. The authority repeatedly quoted by Mr. Gladstone was that of a gentleman who made no claim whatever to be an authority, a gentleman who had never been in East Africa, and whose knowledge of the country and its inhabitants had only been some-

what superficially gleaned for the purposes of framing a rough estimate of the probable cost of such a railway as was proposed. The Directors of the Company had themselves applied to Sir Guilford Molesworth, as an engineer of acknowledged eminence, to give them an estimate, and had supplied him with papers and other data for the purpose. Mr. Gladstone, over and over again in his speech, placed this distinguished engineer in the position of an authority on the dangers of the country the survey had to pass through, and the character of the natives. First of all, he referred contemptuously to 'these papers of Sir Gilbert (*sic*) Molesworth, which contain nothing approaching to information at all,' and then, in the ardour of debate, went on to make Sir G. Molesworth his chief authority for facts, in regard to which Sir G. Molesworth made no pretensions whatever to speak as an authority.* 'Sir G. Molesworth says that it is a survey that cannot be made without the presence of many hundreds of men. Is it expected that there will be any employment for these men?' He was immediately answered by the Chancellor of the Exchequer that, as a matter of fact, only forty armed men had gone with the survey, that they had come from India where they had been accustomed to survey, that they went as assistant surveyors as well as to afford protection to those engaged in the work. But Mr. Glad-

* Sir Guilford Molesworth's letter to the Treasury, from which the quotations were made, merely pointed to the possibility of fighting with the Masai, judging from the accounts of Thomson's and Dr. Peters' expeditions; but he expressed his opinion that fighting would be avoided by the presence of an armed escort commanded by Europeans.

stone retorted, 'Sir G. Molesworth says that there is a strong hostility against Europeans, and that any expedition that may be organised [the expedition had already been organised, and had passed through four-fifths of the distance in perfect peace] must have an escort sufficiently strong to resist an attack. That is the peaceful survey,' etc. 'I know that these Masai—if I can trust Sir G. Molesworth—are on the route . . . and that you must put them down.' 'You see from what Sir Gilbert (*sic*) Molesworth says that hostilities are to be looked upon as certain.' 'If crime is committed in the course of the forcible operations anticipated by Sir Gilbert Molesworth . . . how are you to punish that crime?' To crown the irrelevancy of this remarkable speech, Mr. Gladstone drew arguments against the railway from the circumstances of a country situated some hundreds of miles beyond its proposed terminus. He believed that Uganda lay on the route between the coast and the Lake Victoria, and that the line, and the survey expedition, would have to pass through that country. On the reports of Captain Lugard relative to the land and population of Uganda, Mr. Gladstone established his charge that the railway would involve the confiscation of land and the employment of forced labour, and on the strength of the foregoing extraordinary premises and authorities he 'washed his hands of all responsibility for such proceedings.'*

Mr. Gladstone, in the course of his speech, had demanded by what title we went into the countries between the coast and the lake to make this railway survey. He was at once informed that treaties, which gave us that right,

* *Times* report, 4th March 1892.

had been made all along the route. Then it was suggested, both by Mr. Gladstone and another member (Mr. Labouchere) who followed, that these treaties were being withheld from the House because (although not asked for) they were not on the table. 'There has been a most deliberate intention,' said the latter speaker, 'on the part of the Government and the East Africa Company to conceal from us the facts that were in their own possession. Where are these treaties and maps?' Sir Lewis Pelly (one of the Directors of the Company), effectively disposed of the question of the treaties. 'I hold in my hand,' he said, 'a list of seventy-eight treaties entered into with various chieftains between the coast line and the Victoria Nyanza.' Sir Lewis Pelly read to the House the terms of the treaties, and the declaration of protection on the part of the Company annexed to each. He reminded the House that a Report by Captain Lugard, which the Opposition alleged had been concealed from the House, but from which, nevertheless, quotations were made by them, had been furnished by the Directors themselves to the leading members of the Opposition. He challenged Sir W. Harcourt (in the absence of Mr. Gladstone) to say whether this was not the fact, and Sir William Harcourt admitted it. Sir Lewis Pelly exposed the ignorance of the geography of the country displayed in Mr. Gladstone's idea that the railway was to pass through or terminate in Uganda. The Victoria Nyanza, a sheet of water of 27,000 square miles, intervened between Uganda and what was to be the terminal point of the railway. The argument of Mr. Gladstone against the proposal, on the ground that there

were disturbances in Uganda, was parallel to 'an objection to constructing a railway from London to Holyhead for the purpose of supplying Ireland, because there happened to be an attempt at revolution in some place like Cork. The right hon. gentleman,' added Sir Lewis Pelly, 'says, "A map—give us a map." A map has been hanging for a long time in the Tea-room, and there were maps all over London.' Sir Lewis Pelly quoted authoritative recent reports showing the prevalence of the slave trade in the region the railway would pass through, and amongst others, one from the well known paper *Truth*, from a correspondent whom the editor (Mr. Labouchere, M.P.) vouched for as a reliable authority, stating that 'slaves form the currency' of trade in the countries in question.

Sir William Harcourt, notwithstanding the contradictions and explanations already given in the course of the debate, and ignoring further corrections with which his speech was interrupted, persisted in maintaining that the railway was going to Uganda, through a country which we had no right to enter, among populations burning with fanatical hostility, and so on. 'The railway does not go to Uganda,' interposed Mr. Burdett-Coutts, 'it is a railway to the Lake.' 'The Foreign Office,' replied Sir W. Harcourt, ignoring also Sir Lewis Pelly's explanation, 'opened this as the case of a railway to Uganda.' 'I never did anything of the sort,' answered the Under Secretary for Foreign Affairs, 'I said it was proposed that the railway should go from Mombasa on the coast to the eastern border of the lake.' It was all, however, to no effect. Sir W. Harcourt went on quoting Captain Lugard's report on Uganda as a picture of the country the railway was to

pass through. 'The report of Captain Lugard,' he declared, 'shows that . . . if you have this railway made it is quite obvious you must have platelayers with rifles every 100 yards along the line, and not only when you make it, but to prevent it being pulled up.' The whole case against the railway, as it was presented by Mr. Gladstone and Sir William Harcourt, was based on premises devoid of any justification, the entire debate on this side being a conspicuous effort to manufacture argument from irrelevant assumptions. Mr. Goschen (Chancellor of the Exchequer) concluded the discussion by twitting the last speaker (Sir W. Harcourt) on his unwillingness to take the opinion of the House by a division. But a division would be taken because 'we want to know how many members will endorse the speech which has fallen from the right honourable gentleman.' Mr. Goschen again reminded them that the idea of the railway, to which they were now so violently opposed, originated with themselves when in office in 1885, and he quoted the words of Lord Granville's dispatch. As to the East Africa Company, which Sir W. Harcourt accused of many things, 'the great merit of the East Africa Company,' said the Chancellor of the Exchequer, 'by which they have already rendered great service to civilisation,' was that 'they have introduced the custom of paying for everything on liberal terms wherever they pass. That is why their caravans have passed safely over certain tracks where formerly travellers used to be attacked.' Mr. Goschen pointed out the erroneous data upon which Mr. Gladstone formed his judgment when he relied on the expedition of Dr. Peters, with its

'rough methods,' but 'the East Africa Company have from the beginning followed the policy which they have inherited from those Scotsmen who have been engaged in missionary enterprise, a policy which has already produced such discipline in the country that large numbers of porters are able to pass now over places where before it was impossible for them to travel in safety.' It was suggested that the natives might be unjustly dealt with. The Chancellor of the Exchequer answered that 'in that respect the East African Company had a blameless record.'

The leaders of the Opposition had not the courage to support their speeches by their votes, and left the House before the division took place. The House testified its opinion of these speeches by carrying the vote by a majority of 98 (Ayes 211, Noes 113)*, many of the majority being members of the party led by Mr. Gladstone and Sir W. Harcourt.

By the 7th August 1892, the survey was not only finished, but the expedition had reached Kikuyu on its return to the coast. A telegram from Captain Macdonald, despatched from this place, summarised, in a few words, a result which furnished a striking commentary to the hostile declamations in the House of Commons in March:—

'Kikuyu, 7th August. Survey succeeded in finding good line to Sio Bay, Victoria Nyanza. Length about 700 miles. Cost, under £2,500,000. Excellent harbour. No fighting. Officers well.'

On arriving at Kibwezi (200 miles from the coast), on 5th September, Captain Macdonald received instructions from Government to return to Uganda to inquire into

* Parliamentary Debates, 4th March 1891.

the causes of the late disturbances. The command of the survey party was accordingly transferred to Captain Pringle, R.E., who arrived at Mombasa with the expedition 23rd September. Captain Pringle, accompanied by Lieutenants Twining and Austin, immediately afterwards sailed for England to complete the Report and estimates, and the remainder of the expedition was disbanded.

In June 1893, the full Report of the Survey was presented to both Houses of Parliament in a voluminous blue book. The estimated length of the proposed line was 657 miles, and the cost £2,240,000, being an average of £3,409 per mile. The estimate included cost of construction and equipment. The gauge adopted was three feet six inches. Provision was made for water supply in the first 200 miles of the road, for the supply of the bulk of the labour during the first two years from India, and for a special railway police. The line, as projected, would be equal to running four trains a day (of an average of about thirty passengers and forty tons of goods), with daylight running only; from six to eight trains with both day and night running; and when the traffic should exceed these limits, the line could be converted into a line for heavy traffic, comparable with the Indian metre gauge railway lines, at an additional cost of £2,200 per mile. The route recommended for the line was 'practically that which Sir Guilford Molesworth, in his Report on the proposed railway, dated 1st May 1891, states, "presents the only probable chance of obtaining an inexpensive railway."' *

* The reports of Sir John Fowler and General Sir E. Williams, R.E., contemplated the same route. The estimated cost per mile

'The proposed route for the railway,' says the official Report, 'follows generally the shortest line to the north-east corner of Lake Victoria, as far as the junction of the Etakatok and Guaso Masa rivers (miles, 560). Thence, though the Nzoia is not quite so direct as the caravan route through Kabras, the work is easier, and a better gradient attainable. The route passes near the cultivated districts of Ndara and Ndi, through that of Kibwezi, is in touch with the populous country of Ulu, and passes through the fertile countries of Kikuyu, Ketosh, and North Kavirondo. By this route the Masai would be prevented from raiding Ukambani, Kikuyu, Ketosh, and Kabras. It would afford communication with the grazing grounds of the Upper Athi Plain and Naivasha Valley, and would enable the high lying Guaso Ngishu plateau to be opened up by European enterprise. Further, by means of its terminus on the Lake Victoria, and by steamboats plying on the lake, the railway would connect the populous and fertile lake districts with the sea, and grant the outlet so necessary for the development of these countries.'

The opposition to the railway in the House of Commons rested almost entirely on objections drawn from the character of Uganda and of the Masai. It is interesting to note what the Report says specially on those two points. 'The country of Uganda is too far distant from the terminal station for the people to have much say in

was £3,166, while the Government Survey made it £3,409, a remarkable proof how right the Directors were in their contention that the official Survey was unnecessary as a preliminary to asking Parliament for the guarantee on the capital.

the construction of the railway.' But the civilisation of 3,500,000 people in the lake districts, and the development of their countries, would be assured by the construction of the railway. 'As regards the action of the Masai with respect to the construction of the projected railway, I do not think that they would offer any opposition to it. Cases of thieving would occur, as elsewhere, but of organised or even petty opposition there would probably be none.' The Masai were estimated at 100,000, and the first effect of the railway would be to put a stop to their raiding and oblige them to adopt peaceful industry. 'To recapitulate,' says the Report, 'it is extremely improbable that any opposition would be experienced at the hands of any of the tribes to the construction of a railway from Mombasa to Lake Victoria.'

Besides the development of the agricultural and commercial resources of the countries it would pass through, and the civilisation of their population, the Report deals largely with the effect of the railway on the slave trade. The expedition in the course of its progress through the country had some personal experience of the character of the traffic. The survey parties were joined at various places by runaway slaves, deserters from Arab caravans who avoided the survey people. The only occasion on which the expedition appeared to have been threatened with hostilities was in Sotik, where 'large parties of armed natives collected in commanding positions near villages on the approach of our caravan, and in reply to a question regarding their intentions, would say, "We are here to prevent your

men from kidnapping our young men and women." This would point to the general custom of Swahilis in the country, as European caravans but rarely travel by this road.' The character of the slave trade in British East Africa is fully described in the Report. Formerly it had been the object of the Arab or Swahili traders to obtain slaves for the free carriage of their ivory to the coast, and they attacked native villages, capturing men and women to act as porters. 'Now, however, in the British sphere of influence, at all events east of the Lake, a great change has taken place. The energetic action of the I.B.E.A. Company's officials in the interior, and on the coast, has rendered this old method of obtaining slaves, with its many attendant cruelties, too difficult and dangerous a pursuit to be indulged in to any great extent.' But the trade by 'purchase' was carried on so as to render detection difficult, slaves being purchased (captives made in inter-tribal wars, or bought in inter-tribal traffic, chiefly women and children), and children frequently kidnapped, all being done as an adjunct to the legitimate business of a trading caravan. 'When the stock of trade goods is exhausted, the return journey to the coast is commenced. So long as the caravan marches through unfrequented country, no attempt at concealment is made; but through districts where detection of their slaves is possible, the following system is adopted. The caravan splits into two parties, one with the bulk of the ivory and Swahili porters marches by the usual roads openly, and pays the recognised customs dues at the Company's posts. They account for the diminution in their numbers by epidemics of smallpox, by

the recurrence of famine or war, and will relate most circumstantially how such and such men were cut up in the Suk or Nandi country. Meanwhile the other portion of the caravan, the remunerative portion, marches by unfrequented roads to the coast, making detours wherever the proximity of a caravan with a European leader necessitates such a move. On arrival at the coast, the same system of deceit is carried out; one portion of the caravan marching into Mombasa with the bulk of the ivory, and the same story of their losses. The second portion further sub-divides into smaller parties which march to various Arab shambas. The ivory and slaves they get rid of piecemeal as opportunity offers, the former being sold to Indian traders, the latter to Arabs and Swahilis. The slaves are employed in the shambas by their masters, who thus obtain cheap labour. The women generally becomes wives or concubines of their owners.' The trade was believed to be increasing, and it was said no Swahili ivory caravans returned to the coast without slaves. 'Several well known Arabs on the coast are reported to send an annual caravan more for slaves than for ivory.' Caravans from the German sphere of influence starting from Pangani and other coast ports travel through the British sphere and take down slaves with them, 'the facilities for slave trading being undoubtedly greater by these routes than by the Company's trade route. Unless such slaves are actually caught in the slave sticks' it is exceedingly difficult to identify them, the women being represented to be the wives of some members of the caravan, and all being 'warned not to say anything to the "Mzungu" (European),' under threats

of various terrors. The hardships of the long caravan journey are very severe on the poor slaves, and when passing foodless and waterless tracts of the country it is they, and not their masters, who suffer. The methods by which they are obtained are an additional feature of horror. One savage tribe raids another, carrying off cattle and slaves, and selling the latter to the coast traders for wire or other articles of barter. So cheap are they in certain districts that west of Mount Elgon 'women prisoners of war are sold for two large coloured beads apiece.' In many cases tribes, in time of famine, sell their children to obtain food.

No doubt exists as to the reality and magnitude of this evil, which the opponents of the railway in Parliament sought to minimise or wholly deny, and the extent and vitality of the evil afforded ample justification for proposals to remedy it. How far the railway would operate to suppress the traffic was carefully investigated, and the results are shown in the report. First of all, by superseding the prevalent system of commercial transport by means of human porters, the railway would deprive slaves of their chief value to the slave owners at the coast, who are accustomed to hire them out for this purpose. There would, therefore, be less demand at the coast for slaves. With the cheap and rapid competition of the railway in the field, caravan trading would come to an end, or if persisted in for unlawful purposes would attract too much attention for its safety. 'As has been shown,' says the Report, 'the Company's trade route, with its few posts, has done much to compel the slave traders to

ameliorate the condition of the slave,* has made them discharge large numbers of victims, and forced them to employ indirect and round-about routes. It is only reasonable to suppose that the railway, with its still further reach, its numerous stations, its facilities for railway police, its line of telegraph, its rapid communication, etc., would render even these out of the way routes very much more difficult, and the slave trade a still more dangerous profession. Again, and this is perhaps as important a fact as that last mentioned, the civilising influence the railway would have on the country at large, the checks that better and stronger government following in its wake would place on intertribal wars, the consequent non-existence of captives of war available for purchase; all these are deterrents and preventives to slave trade by purchase or raiding.' The lake regions, Usoga, Uganda, Unyoro, and other districts, were described as 'a hotbed of slavery.' The effect of the railway on these regions would be great, by means of the easy communication by steamboat from its terminus. The advance of civilisation would extinguish the slave trade. But in dealing with the regions east of the Lake we are 'dealing only with the tentacles of the great octopus which holds Equatorial Africa in its grasp. The railway would make it possible to strike at its vital organs, and so destroy it. The I. E. B. A. Company has achieved much at a distance of 800 miles from its base,' but the fresh base afforded by a railway would give the anti-slavery forces command over Unyoro, Manyema, and the provinces of the Upper Nile. 'By

* By causing slaves to be well treated, as ostensible members of the caravan party, in order to conceal the fact of their being slaves.

any other means,' is the deliberate conclusion of this able and exhaustive Report, the suppression of the slave trade in the British sphere of influence 'must be a slow, partial, and costly process.'

No other means have been proposed. It is now two years since this Report was presented to Parliament, and nothing has yet been done, nor have her Majesty's Government indicated an intention of taking any action to give effect to it. The only decision on the subject which they have made public up to the present is contained in an announcement by the Chancellor of the Exchequer (Sir W. Harcourt) in the House of Commons on 18th February, in reply to a question by one of his supporters, that it is not contemplated to ask any money, or consent to any borrowing of money, in connection with a railway during the present session of Parliament.

CHAPTER XVII.

THE UGANDA MISSION.

THE narrative of events relating to Uganda, left off in a former chapter at the point when the Company, at the solicitation of Government, consented to prolong its occupation until 31st March 1893. Its sequence is connected with the course of certain proposals made by the Directors with a view to the promotion of public interests in East Africa. To the origin of these proposals it is necessary to revert before proceeding with the history of Sir Gerald Portal's mission to Uganda.

In the early part of 1892 the Directors began to perceive that the status and operations of the Company were considerably affected by the altered relations of her Majesty's Agent and Consul-General, who was now not merely the official representative of the Imperial Government, but was also invested with interests of another nature as the director of the Administration of the Sultan of Zanzibar. These interests and those of the Company could not, in the nature of things, always run together, and it was foreseen that inevitable friction would arise in which the Consul-General would occupy a different position towards the Company from that which he had held prior to the declaration of a Protectorate over Zanzibar.

These were among the considerations which led the Directors, in the summer of 1892, to review the position of the Company; and the approaching withdrawal from Uganda—to be followed, as was generally expected, by an occupation on the part of her Majesty's Government—accentuated the situation which, in the interests of East Africa as well as those of the Company, called for attention.

Briefly, the motives of the Directors for approaching Government on the subject were stated in the Report issued to the shareholders on 18th May 1893. It was there observed that 'if the British Protectorate is to be extended, perhaps her Majesty's Government may find it inconvenient for the Company to retain administrative control over so large a tract as the coast zone, in which case your Directors are prepared to support a scheme involving the re-transfer, on equitable terms, to the Sultanate of all the rights and privileges acquired by the Company. . . . In view of the inconvenience of the Company retaining its ports while the interior is being developed by other interests, communications have been addressed to the Foreign Office with the view to facilitate arrangements, and to be in a position to meet the wishes of her Majesty's Government in the matter. As far back as 30th July 1892, two Directors waited upon the Marquis of Salisbury to submit a scheme for the re-absorption of the Company by the Zanzibar Protectorate. His Lordship received the proposals favourably; but, as he was then on the eve of resigning office, he could do no more than promise to forward the proposals to Zanzibar for Sir Gerald Portal's consideration, and leave the

question for settlement in the hands of his successor. Sir G. Portal's reply to the proposal,' it was added, 'though doubtless duly received, has not been communicated to the Company, but there is reason to believe that officer advocates some such scheme as that suggested being worked out.'

The proposals submitted to the Marquis of Salisbury on 30th July 1892, after referring to the financial aspect of the administration of the districts between the coast and Lake Victoria, and suggesting that the Sultan of Zanzibar, in consideration of his substantial interest in the development of the territory, should assist in guaranteeing the capital necessary for further operations, proceeded to state as the only alternatives, either that the Company should surrender its Charter and confine its future operations to the coast zone, 'or, if the political and commercial advantages acquired by means of its capital be worth preserving to the nation, that on obtaining reasonable compensation for its outlay, the Company should resign its concession into the hands of the Sultan with a view to its being absorbed in a Protectorate embracing the whole British sphere.' The Directors, in submitting the proposals, declared themselves to be far from desiring the adoption of either alternative; they retained entire confidence in the success of the Company's enterprise with time and the favouring conditions which there were reasonable grounds for anticipating; but they were nevertheless, 'prepared to conform to the exigencies of the policy that may commend itself to her Majesty's Government, ready on the one hand to co-operate in any arrangement that may be deemed best in the public interest, willing on

the other to accede to any settlement that shall equitably safeguard the rightful claims of the shareholders of the Company.' Lord Salisbury forwarded a copy of the Directors' letter to Sir G. Portal for report, authorising him 'to send a summary of the report by telegraph if he sees fit,' but the nature of that Report, if made, was not disclosed, although it was known that Sir G. Portal was in favour of a settlement of affairs in East Africa on some such lines.

The matter now lay in abeyance for many months, and before the subject was again taken up, the mission of Sir Gerald Portal to Uganda intervened, on the issue of which the consideration of the question was afterwards held by her Majesty's Government to be dependent.

The Directors, on 3rd October 1892, had decided to accede to the proposal of Government that the Company's occupation of Uganda should be continued for three months after 1st January 1893. Instructions were immediately telegraphed to Mombasa, for transmission by special messengers to Captain Williams in Uganda. From the point of view of the considerations which had influenced the Directors in regard to the occupation of Uganda—considerations exclusively of national interest—they had assented with reluctance to a prolongation of the Company's stay in that country for only three months. They were unable to see what public interest could be served by such a step, the ostensible grounds of the proposal not having any existence in fact. The divergence between the motives of the Directors and those of her Majesty's Ministers in reference to Uganda became still more evident from later negotiations initiated by the

Government. On the 15th November a suggestion was made to Sir William Mackinnon by Sir Philip Currie, Permanent Under Secretary at the Foreign Office, with regard to a continued occupation by the Company after the date fixed for withdrawal (31st March 1893) on condition of a sufficient yearly grant of money from the Treasury. Sir W. Mackinnon called a special meeting of the Directors without delay and submitted the proposal to their consideration. This meeting took place on 18th November. On the 16th (the day after the interview with Sir Philip Currie) Lord Rosebery had written to Sir W. Mackinnon, 'I presume I may consider that your conversation with Sir P. Currie of yesterday contains your final views. It may, however, be convenient that you should state them directly to me. If so, perhaps, you could call here [Foreign Office] between eleven and noon to-morrow.' Under this official sanction the question was considered by the Directors on the 18th November. The result was communicated to Lord Rosebery in a letter, addressed to Sir Philip Currie, which Sir W. Mackinnon forwarded direct to Lord Rosebery with the following note:—

' 30 Old Burlington Street,
18th November 1892.

' Dear Lord Rosebery,—I was able yesterday afternoon to explain to the Board of the I. B. E. A. Company what passed at the interview between Sir Philip Currie and myself, leaving them to prepare the necessary reply, as I felt too unwell to remain.

' This morning a draft reply was brought to me here. I made a good many changes, but finally accepted the letter in its present form; but as it may still contain some some sugges-

tions your Lordship might wish more or less altered, I have thought it best to send it direct to you, as I am anxious, if possible, that it should contain nothing contrary to your views and wishes.

‘I may say that if you think three years inadmissible, I am ready to do all in my power to get the Board to agree to two years; but I fear it would be very difficult, if not impossible, to get them to agree to a shorter period for the reason stated in the letter.

‘£50,000 a year as the support needed has been named after a carefully revised estimate. The details of this estimate I could send you if required.

‘I shall be here all to-morrow (Saturday) forenoon and afternoon in case you should wish me to come and see you regarding the contents of the letter.

‘Believe me, etc.,

‘W. MACKINNON.’

The following was the official letter containing the decision of the Board:—

30 Old Burlington Street,
18th November 1892.

‘Dear Sir Philip,—I lost no time in submitting to the Court of Directors the suggestion made by you at our interview of the 15th inst. with regard to the continued occupation, by the Company, of Uganda, for a further period after the time at present fixed by the Government, on receipt of a sufficient yearly grant of money.

‘The matter has received the careful attention of the Directors, and I am authorised to say that the Court, being anxious as far as possible to meet the wishes of her Majesty’s Government, accept the principle of maintaining the Company’s position in Uganda and the intermediate territories as suggested by you, provided the sum to be paid is fixed at such an amount as will cover the whole expense, direct and indirect, of occupation and administration, and that this is secured for a term sufficiently long to give to natives and Europeans alike that confidence which is essential to a stable Government.

‘It is the opinion of the Court that in order to enable them to carry out the intentions of her Majesty’s Government in this matter a grant of £50,000 per annum, payable half-yearly in advance, would be needed, and that this sum should be paid for a period of three years.

‘It is for the Government to consider whether also it would not be desirable that, as in the case of Nyassaland where the Administration is supported by five river gunboats of the Royal Navy and by Indian troops, the small steamer which the Company have now ready packed and awaiting shipment should be placed by her Majesty’s Government on the Victoria Nyanza for police and administration purposes. This would satisfy one of the declarations of the Brussels Act, and add materially to the efficiency of the Administration. If this proposal received the favourable consideration of her Majesty’s Government, the maintenance and working of the craft would be cared for by the Company.

‘As to the necessity of the grant for a term of three years, I have only to remark that any shorter period would, in the opinion of the Directors, inevitably lead (from want of confidence in the stability of our occupation) to revolt, intrigue, and continued agitation, and would make the peaceful holding of Uganda precarious, costly and fruitless, and might again culminate in civil war.

‘Should the above suggestions correspond with the views of her Majesty’s Government, and meet with approval, all details can be arranged hereafter.

‘I would observe that the final orders for evacuation, issued in conformity with the letter published by Government, dated 30th September, will, if not promptly countermanded by telegram, leave Mombasa this month and will be carried into effect on receipt in Uganda. In such case it will be difficult, if not impossible, after the 1st December to change or countermand the execution of those orders so as to avert the confusion that is likely to begin when the outposts are recalled. The final arrangements therefore should be made before that date, and for this reason I have lost no time in at once consulting the Court of Directors and communicating to you their views.

'In connection with the annual expenditure above indicated the Directors beg to remark that the construction of the railway from Mombasa to Lake Victoria would result in an immense reduction in the cost of transport, and at the same time by intercepting the slave trade effect a very important economy in the present vote for slave cruisers. The Directors therefore hope that on receipt of Captain Macdonald's final report, her Majesty's Government may find themselves in a position to arrange that the Railway be proceeded with.

'I need hardly say that in agreeing to accept in principle your suggestions, with the modifications now submitted for the favourable consideration of her Majesty's Government, the Directors do so without prejudice to any of their rights included in the Sultan's Concession and their numerous Treaties with the native chiefs under the Charter.

'Believe me, etc.,

'W. MACKINNON.

'Sir Philip Currie, K.C.B.'

It will be noticed that the proposal of the Directors was to carry on the occupation and administration of 'Uganda and the intermediate territories' for a payment of £50,000 a year for three years. It was calculated that the progress of the railway, and the settlement and development of the country, would by the end of that period justify the resumption of the charge by the Company on its own resources. That the offer of the Directors did not err on the side of an undue estimate, was subsequently made clear by the demand made by Government to Parliament for £50,000 a year to carry on the occupation of Uganda alone. The rejection of the proposal arose from another cause. The Government had in view to make some temporary arrangement that would postpone the necessity of an immediate decision* on a matter in regard to

which prominent members of the Cabinet had taken a pronounced attitude in the debate on the railway vote. The Company, on the other hand, regarding the permanent interests of the country as the only issue at stake, decided that an occupation such as was suggested by the Government would be useless if maintained for a less period than three years, and that in order to ensure its ultimate success the construction of the railway should be proceeded with concurrently. The consequence of this divergence of views between the two negotiating parties was obvious. Lord Rosebery, as soon as he read the letter, wrote to Sir W. Mackinnon stating that he regarded it as putting an end to 'his project,' as he was convinced the 'Government will not, and indeed, should not agree to any such terms.' Sir W. Mackinnon then received a call from Lord Rosebery's private secretary (Hon. F. H. Villiers), who explained that 'owing to circumstances the letter addressed to Sir Philip Currie is a disappointment,' and expressed a wish that Sir W. Mackinnon 'would endeavour to facilitate Lord Rosebery's plans, seeing there might otherwise be difficulty in coming to a decision regarding Uganda.'*

Sir William Mackinnon thereupon, after receiving Lord Rosebery's letter, wrote to his lordship (19th November) intimating that he was willing to meet Lord Rosebery's wishes in any way that might be desired, and would place himself unreservedly in the hands of Government. He informed Mr. Villiers next day (Sunday 20th) of what he had done, and that gentleman expressed his gratification and felt sure the letter would be of assistance to Lord

* Private memorandum by Sir W. Mackinnon.

Rosebery, whom he promised to inform of their conversation and of Sir William's sentiments. On the same day, after this conversation, a decision was taken by Government to send an independent Commissioner of their own to Uganda.*

On 24th November official announcement was made through the Press of the decision, and on the evening of the 30th, at the dinner of the St. Andrew's Society, Lord Rosebery informed Sir W. Mackinnon that the Commissioner to Uganda would be Sir Gerald Portal.

On learning of Sir Gerald Portal's appointment the Directors at once wrote to the Secretary of State placing at the disposal of the Commissioner the services of the Company's establishments and resources, an offer which was thankfully accepted. To meet the wishes of the Government a telegram was despatched to the Company's Administrator directing him to accommodate the requirements of Sir G. Portal by transferring to him troops, stores, etc., as far as conveniently could be done.

The Company's Administrator (Mr. E. J. L. Berkeley) was taken by Sir Gerald Portal as Assistant Commissioner, his services having been kindly lent by Government from the Consular Staff to the Company for the past year.

* 'We have decided to send an independent Commissioner of our own, and not to interfere with the evacuation by the Company.' *Lord Rosebery to Sir W. Mackinnon, 23rd November.*

'Although the decision is different from what I expected after my conversation with Mr. Villiers, and although I might have wished it otherwise, I am content, because I believe it will be overruled for the good of the natives and the advantage of the Empire.' *Sir W. Mackinnon to Lord Rosebery, 23rd November.*

Sir Gerald Portal's instructions were to proceed to Uganda and frame a Report 'as expeditiously as may be, on the best means of dealing with the country, whether through Zanzibar or otherwise.' The terms of this instruction had evident reference to the proposals made by the Directors on the preceding 30th July, upon which Sir Gerald Portal had at the time been directed to report to the Secretary of State. That this Report (if made, as it must be assumed that it was) was not mentioned or produced at the period of the mission to Uganda, lent colour to the opinion that the object of Sir Gerald Portal's mission, as well as that of the negotiations with the Company, was rather to gain time in order to postpone the necessity of a decision by the Cabinet. The subsequent history of the Mission afforded much confirmation to that opinion.

The expedition started from the coast on 2nd January 1893, and in the following month a paper was presented to Parliament containing a letter written by Sir G. Portal a few miles in the interior, giving particulars of the start and expressing his acknowledgments for the assistance rendered to him by General Mathews and by the officials of the Company. So thoroughly was the route to Uganda by that time opened and known, through the traffic of the Company, that Sir G. Portal was able to telegraph, before leaving the coast, to Lord Rosebery, his expectation to cross the Nile before the 13th March.*

The expedition reached Kikuyu on the 30th January, crossed the Nile 12th March, and arrived at Kampala (Uganda) on the 17th of the same month.

* The expedition actually crossed the Nile on the 12th March.

In April, dispatches (written from Kikuyu) were received at the Foreign Office. The first of these which came to the knowledge of the Directors did so through a paragraph in the *Daily News*. On the 7th April an editorial paragraph in that journal stated that 'A dispatch from Sir Gerald Portal has reached the Foreign Office, giving information gained during the earlier portion of his advance towards Uganda. We have reason,' the *Daily News* added, 'to believe that it is not of a character that will be encouraging to the supporters of the missionary and commercial enterprise of the British East Africa Company.' The announcement attracted attention, and on the next day it was contradicted. The Directors were informed by a letter from the Foreign Office that 'no such dispatch as that mentioned in the newspapers' had been received from Sir Gerald Portal. In the Press a more guarded statement was published (through Reuter's Agency) to the effect that 'no official communications have been received at the Foreign Office from Sir Gerald Portal concerning his mission to Uganda,' but it was admitted that 'private letters' had come to hand, the contents of which would not be allowed to transpire. Notwithstanding the official denial received from the Foreign Office, the Directors had reason to believe that the dispatch alluded to by the *Daily News*—a communication reflecting very seriously not only on the work of the Company, but on the personal character of the Directors—had been received; and on the 18th April they addressed the Secretary of State expressing the hope that, with regard to the reported animadversions of the Commissioner, the Earl of Rose-

bery would accord them an opportunity of investigating alleged irregularities of which at present they had no cognisance. The statements of Sir G Portal were the more surprising in that his Assistant Commissioner had at the same time written to the Administrator at Mombasa warmly eulogising the work of the Company's officials at the only two stations which the Mission had yet passed. No answer to this letter was received, nor was it acknowledged.

When it is mentioned that on the 17th of March the Directors had resumed the negotiations for surrender of the Company's interests which had been in abeyance since the July preceding, and that Government had invited definite proposals for that object, which Lord Rosebery stated he 'would be prepared to consider'—it will be evident how important it was that the interests of the Company should not be prejudiced by reports of such a character as that mentioned in the *Daily News*, without affording the Directors an opportunity of answering them. The existence of the dispatch referred to in the *Daily News*, and the use made of it, are matters no longer in dispute; and the statements it contained more than justified the Board in claiming the right to be put in a position to answer it. This, however, the Foreign Office refused, in a spirit of injustice that may be left without comment.*

On the 15th of April the Foreign Office communicated to the Directors other dispatches from Sir G. Portal, from Kikuyu, dealing with the unsettled state of that district,

*It is due to the late Sir Gerald Portal to state that, after his return to England, he expressed his regret at the ill considered statements to which he had given currency, and his intention to withdraw them.

and the delay and difficulty in obtaining supplies of food. The Commissioner was eager to advance as rapidly as possible, and his impatience at this delay seems to have been at the bottom of his hasty criticism of the administration of the Company, but the delay, after all, amounted to no more than six days.* As her Majesty's Government professed to have received Sir Gerald Portal's reports 'with surprise and concern,' the Directors dealt with the statements in detail, expressing, however, their regret that Sir G. Portal should have founded his statements on the information of a very subordinate official of the Company, and of an illiterate caravan leader, instead of referring for explanations to his Assistant Commissioner (Mr. Berkeley) 'who, as the principal executive officer of the Company during the past fifteen months, was presumably responsible for the shortcomings' laid to the Directors' charge. The general character of the Commissioner's criticisms may be inferred from the remark of the Directors that 'It were wholly unreasonable to expect that in a period of five years means should be found to police the whole country, to institute a judicial administration in the interior, and to construct tanks, to erect buildings, and form 700 or 800 miles of road;' and regret was expressed that after so limited an acquaintance with the difficulties the Company had had to encounter in a new and unknown country, Sir G. Portal should have written dispatches, casting reflections upon the policy and deprecating the work of the Company, dispatches 'hastily framed in ignorance of material facts and considerations,' and betraying 'a spirit so unfriendly to

* See Africa No. 8 (1893), page 2. (No. 3.)

the Company' that the Directors deprecated in strong terms being refused facility for giving explanations in reference to any other dispatches of the kind that might be received by Government.

On the 31st of March 1893 the Company's flag was taken down at the Uganda capital and the Union Jack hoisted in its place. The Commissioner enjoyed the great advantage in initiating his new administration of being able to avail himself of the troops (Soudanese) so wisely enlisted by Captain Lugard, and the stores, munitions, arms, forts, and officers of the Company, all of which were loyally and freely placed at his disposal. On the 29th of May he concluded a new treaty with Mwanga, the king of Uganda, which differed in no material point from the treaty made with the Company, except in that 'whereas Mwanga has bound himself either to renew this Agreement or to make a Treaty in a similar sense should he be required to do so, the liberty of action of her Majesty's Government as regards the whole question is in no way prejudiced,' and 'the pledges which I have given regarding the presence and duties of a Representative of her Majesty are only binding until such time as your Lordship's instructions on the subject should reach Uganda.'*

Sir Gerald Portal having finished his Report, was able to write to Lord Rosebery on the 29th of May that, as it was expedient he should himself return to the coast in

* Sir G. Portal to Lord Rosebery, 29th May 1893.—Africa No. 2 (1894) page 17. So one-sided an Agreement (as to signing which Mwanga of course had no choice) was a necessity of the situation, seeing that there was no certainty as to the ultimate decision of her Majesty's Government regarding Uganda.

order to be in a position to give any explanations of the Report that might be desired, he had therefore appointed Captain Macdonald, R.E., to the position of Acting Commissioner 'in Uganda and its dependencies,' with a force of 500 Soudanese and fifty Zanzibari soldiers. Mr. Reddie, Mr. Wilson, and Mr. Grant, of the Company's staff, were left with the Acting Commissioner.

On his return journey to the coast, at Guasso Massa river, 200 miles from Kampala,* the Commissioner was overtaken by letters from Captain Macdonald, who feared grave complications with the Mussulman party in Uganda, and disaffection amongst the Soudanese troops, and who therefore asked Sir G. Portal to return to that country. The serious illness of a member of his staff caused Sir Gerald Portal to halt for some time in Kavirondo, and here he received later dispatches from Uganda which rendered his return unnecessary. A rising of the Mahomedan party had been quelled by the Uganda forces, the Soudanese had proved loyal, and their seditious leader, Selim Bey, had been degraded and deported to the coast.† From Kikuyu, where he arrived in August, Sir Gerald Portal, instead of proceeding direct to the coast as at first intended, made a detour by way of the Tana river. A change of plan had been necessitated by

* Before leaving Uganda, Sir Gerald Portal had to discharge the melancholy duty of reporting the death at Kampala, of malarial fever, of his elder brother, Captain Melville Raymond Portal, on 27th May, an event which excited deep and universal sympathy with the young Commissioner, long before his own touching record of it was made public in his posthumous memoir of the Mission to Uganda.

† Selim Bey died on the way, at Lake Naivasha, on 15th August.

his recall to Uganda in June, on account of the apprehended Mahomedan outbreak, and the Commissioner had accordingly sent on the Assistant Commissioner (Mr. Berkeley) with his Report and other dispatches, which arrived in London in the end of August.

Events had taken place during the absence of Sir Gerald Portal in Uganda which exercised an influence on the results of his Mission and on the destinies of East Africa. On the 22nd of June 1893, Sir William Mackinnon died at the Burlington Hotel in London. The public Press of all shades of opinion testified freely to the national loss sustained in the death of a man whose enterprise, ever directed to the extension of British commerce and civilisation, was indeed measurable by parallels of latitude and meridians of longitude, whose simplicity of character, largeness of heart, and singleness of aim, admitted of no deflection to the right or to the left from the direct line of a great Christian and humanitarian benevolence. So freely and fully was public testimony borne to Sir William Mackinnon's character, and aims, and achievements, that nothing remains to be added here. The last interest of his life was centred upon the work in East Africa with which his name will for all time be associated. The disappointment of the just expectations of help, in reliance on which he had induced his friends to embark with him in this great undertaking, weighed upon the close of his career, but he died in confidence that the British nation would one day realise the value of the work done by the Company, however harshly and unjustly the latter might be treated by a British Government. A letter written a short time before his death, to

a friend who had been officially associated with the initiation of the Company in Africa, contains some passages which may be regarded as Sir William Mackinnon's last words on the work of the Company he had founded and so generously supported. In reference to the misrepresentation, in connection with the proposed railway, of the Company's character and operations, and the work it had done for the Empire, which was prevalent in hostile political quarters, he wrote: 'But for the Company there would have been no "British sphere of influence" in East Central Africa, but neither the House of Commons nor the country at large recognise this, and any talk of material assistance to the Company to recoup in a measure its large outlay in its efforts to secure national objects and national interests, raises at once a chorus of voices against the giving of any pecuniary grant as a supporting of a private trading Company, and yet the Company have never traded, and all they have spent has been spent in seeking the attainment of national objects, such as possession and control of Uganda and the sources of the Nile. Objects,' he added, with prophetic confidence, 'which, if the British Empire lives, will be recognised before long as of the highest value, in every sense of the word, to the Empire, and well worth the money, ten times over, spent on the work by the Company.' And so Sir William Mackinnon dismissed his work to history. 'I was very unwell,' the letter sadly concludes, 'when your letter reached me. I am very little better now, and I fear my working time is nearly over. If I live to 31st instant I shall complete my seventieth year. I have been a hard worker all my life, and I need not wonder

if hard and constant responsible work should break me down now.'

The other event referred to was the transfer of the Protectorate of Witu to the administration of the Sultan of Zanzibar, a measure which, in its unexpected consequences, materially affected the line taken by the Commissioner in his Report on Uganda.

CHAPTER XVIII.

SIR GERALD PORTAL'S REPORT.

It has been mentioned in the last chapter that in March 1893 the Directors resumed the proposals for settlement which had been in abeyance since the preceding July. The death of the Sultan of Zanzibar (Seyyid Ali) suggested a fitting opportunity to move again for an adjustment of the Company's position. The claim for commutation of the rental paid by the Company, by which a considerable annual saving could be effected, had been postponed during Seyyid Ali's lifetime by agreement, and his death afforded an opportunity of assimilating the tenure of the concession territory to that of the German coast. This course, it was recognised, would involve direct responsibility on the part of her Majesty's Government, as it meant a transfer of sovereignty to Great Britain; and undeniable as were the rights of the Company, under its concession, to the commutation, there might be objections on the part of her Majesty's Government to adopting the suggested course. Should such objections bar the proposal, it was submitted as an alternative that the territory administered by the Company under concession might be re-absorbed and the whole worked through Zanzibar. The scheme for commutation

the Government declared to be impracticable, but the alternative suggestion Lord Rosebery would be prepared to consider, and he asked a fuller statement of the views of the Directors as to its precise character and the conditions on which it could be carried into effect.

A meeting of the shareholders was held on 29th May 1893 to consult with the Directors on the course to be adopted; and the result was the nomination of a Committee of the Shareholders 'to consult, confer and cooperate with the Directors in and about the said negotiations, and any final arrangements that the Court of Directors may think fit to conclude.' The members of this Committee were Sir Charles Tennant, Bart., Messrs. Septimus Vaughan Morgan, Alfred G. Schiff, W. H. Bishop, George W. Medley, Richard Helme, and James H. Renton. On communicating the resolution to the Foreign Office the Directors were invited to make proposals, and at a meeting of the shareholders' Committee on 19th June the purport of the communications with the Foreign Office was reported. As regarded the re-absorption of the Company's Concession by Zanzibar, four considerations had to be taken into account, viz.:—(1) Capitalisation of surplus customs revenue, *i.e.*, the balance left after paying the Sultan's rent of £4500 per annum; (2) the forts, custom-houses, and unoccupied agricultural lands; (3) goodwill; and (4) the banking concession for Zanzibar and Pemba—a distinct concession giving the Company exclusive rights of State banking, issue, and currency. A suggestion that a portion of the compensation to be paid to the Company might be in the form of bonds secured on the Zanzibar revenues

was rejected by Government ; but the Directors were able to give the shareholders a very important assurance in another matter. An inquiry was made as to whether, in the event of a settlement with Zanzibar, Government would grant the Company any consideration for its expenditure 'in the acquisition of Uganda and the interior, should they be held under a Protectorate.' To this the Directors felt themselves, after their communications with the Foreign Office, in a position to say 'that in their belief, they would find the Earl of Rosebery well disposed to assist the Company by bringing about an equitable arrangement, involving compensation for the national ends attained, entirely at the Company's expense, in acquiring and opening up the territory in the interior.'

On the 23rd of June 1893, in pursuance of resolutions adopted by the Committee of Shareholders, the Directors wrote to the Foreign Office* stating that they were prepared to recommend that in 'consideration of the altered political situation brought about by the declaration of a British Protectorate over the Sultanate of Zanzibar,' the re-absorption of the concession belt of territory be agreed to for a payment of £180,000; and that the services of the Company in the interior be recognised by such further payment as would bring the total compensation up to an amount equal to 10s. 6d. in the pound of the total capital expended. This offer was to have 'present effect, or if delay should be unavoidable' should be understood to exclude the Company from any liability for charges in respect of administration, etc., subsequent to the date of

* Correspondence issued by the Directors, 3rd May 1894.

the offer. All the rights and property of the Company were included, except cash balances or cash claims. On the 30th of June Lord Rosebery wrote to the Directors promising the proposals 'his careful consideration.'

This offer was made by the Committee of Shareholders with great reluctance, and under pressure of very disheartening circumstances. Two prominent and influential members of that Committee explained to the shareholders the reasons that influenced them. At a general meeting on 8th May 1894, which may be anticipated for the present purpose, one of these gentlemen (Mr. G. W. Medley) stated that there were some among the Committee—and he thought a great many among the body of shareholders—who thought the proposal ought never to have been made. But the circumstances were peculiar. Colonial disasters unsettled men's minds, general depression prevailed, the Company had just lost its founder, Sir William Mackinnon, and the utmost uncertainty existed as to what would be the action of the Government with regard to Uganda. The offer was made in 'a time of uncertainty and depression' from many causes. Mr. W. H. Bishop, on the same occasion, said that 're-absorption had been proposed because precedent to and at the time of the death of the late Sir W. Mackinnon every effort of the Directors to administer under conditions equitable to the Company had been checked by the action of the Government.' He enumerated the disabilities under which the work of the Company was continually hampered without redress, and, checked at every turn, with a large amount of their capital gone in enterprises from which they were denied

any benefit, the Committee accepted the view—not knowing what course to take—that surrender on inequitable terms ‘might be preferable to continued expenditure without any discernible prospect of return.’

More than two months having elapsed without further communication from the Government, the Directors, on 13th September, wrote to the Foreign Office stating that her Majesty’s Government having now been for some time in possession of Sir Gerald Portal’s reports, that officer not having had occasion to return to Uganda as was anticipated, it was a matter of ‘urgent and pressing importance’ that the Earl of Rosebery’s decision on the Company’s proposals should be made known. The delay was very seriously embarrassing the Directors, on whose staff in Africa vacancies were occurring which, under the circumstances, could not be filled by new appointments. In reply, the Directors were informed that Lord Rosebery was not yet in possession of Sir Gerald Portal’s ‘final’ reports, and until they were received and considered his Lordship regretted that he was unable to give a decision.

The meaning of this official evasion will appear from what follows. When Sir Gerald Portal, on his return journey to the coast, was recalled to Uganda, he wrote to Lord Rosebery that he had instructed Mr. Berkeley to proceed to the coast with all speed in charge of the dispatches on the subject of the mission. ‘Mr. Berkeley,’ the Commissioner added, ‘will be fully able to supply your lordship with any explanations or supplementary information which may be required.’* Mr. Berkeley’s

* See Africa No. 2 (1894), p. 21. No. 6.

arrival in London in the latter part of August had caused the Directors to address to Lord Rosebery the communication above referred to, which elicited the reply that the 'final' reports were not yet received. But events had taken place since the completion of Sir Gerald Portal's Report which necessitated a reconsideration of his recommendations in so far as they might deal with the future administration of Uganda 'through Zanzibar.' In a debate on Supply in the House of Commons on 18th September, Sir Edward Grey, Under Secretary for Foreign Affairs, stated that Witu 'was to be administered by the Consul-General at Zanzibar.' But it afterwards appeared in the *Times* that this statement was, to say the least of it, misleading. The Protectorate of Witu had been placed under the administration of the Sultan of Zanzibar immediately on the withdrawal of the Company, *i.e.*, on 1st August. In a letter to the *Times*, Sir Arnold Kemball, referring to the statement of Sir E. Grey, pointed out the publication in the *Zanzibar Gazette* of 30th August of a notification, 'issued in the name of the Sultan of Zanzibar and signed by the First Minister of the Zanzibar Government, declaring Witu to be formally annexed to the Sultanate and placed under the administration of the Sultan as its sovereign.*' The notification declared, it was added, that the Protectorate was placed under Mahomedan law, and the status of slavery was recognised and defined accordingly. When the Company

* The Notice was headed, 'By order of His Highness the Sultan of Zanzibar. The following provisional regulations are issued for the Government and administration of the British Protectorate lying between the rivers Tana and Juba.'

assumed the administration of this Protectorate in 1891 it was required to administer British law (the Indian Codes), and, by agreement between the Company's representative and the British Consul and native chiefs, the status of slavery was at once abolished and the final extinction of slavery decreed for May 1896. All officials and judges were now appointed by, and responsible to, the Sultan of Zanzibar, who was the final tribunal of appeal in all cases, including even Europeans. 'As the notification,' Sir Arnold Kemball concluded, 'is dated 1st August, and is countersigned by her Majesty's Acting Agent and Consul-General, it is strange that it should appear to have been unknown to Sir E. Grey, when he stated in Parliament on 18th September that the British Protectorate of Witu "was to be administered by the Consul-General at Zanzibar."' * At the same time the ever vigilant British and Foreign Anti-Slavery Society made a protest to Lord Rosebery against that clause of the notification reviving the legal status of slavery in the Protectorate. The reply was that the regulations had been assimilated to those existing in Zanzibar as the only practical course in view of the disturbed state of the country. The connection between the state of the country, and the necessity for re-imposing slavery, was not obvious, and the Society, on 14th November, again wrote to Lord Rosebery denouncing the 'retrograde policy' adopted in regard to slavery, and quoting in full the terms of the constitution established by the Company under which administration of British law and the extinction of the status of slavery were pro-

* *Times*, 21st October 1893.

minent features.* The matter elicited a very strong expression of opinion from the *Times*, in a leading article of 28th November. 'It is a curious anomaly in the history of the extension of British influence in Africa,' said the *Times*, 'that there should be occasion at this stage of its development for a memorial to be addressed to her Majesty's Government praying it to reconsider a policy of which the effect has been to re-enslave a considerable native population of freedmen.' Such was the position disclosed in the memorial of the Anti-Slavery Society. The terms of the agreements executed by the Company having been referred to, it was explained that circumstances obliged the Company to hand back the burden of administration to Government. 'It might have been anticipated that, in thus passing from the jurisdiction of a Company to the jurisdiction of the British Government, the native population would have had nothing to lose in the system by which it was governed. As a matter of fact, the contrary is the case. A comparison of the agreement of 1891 with the provisional regulations issued by the Sultan of Zanzibar for the administration of the country in 1893 leads to the inevitable conclusion that the latter document abrogates the most important rights and privileges which were conferred by the former. The legal *status* of slavery, which had been abolished, is virtually restored. The prospect of complete emancipation in three years has disappeared. The territory, which was placed by the agreement of the Company under our Indian Code, is now administered under Mahomedan law . . . It

* For the full text of these papers, refer to Appendix No. 9.

is greatly to be regretted that the Government should have committed itself to such a step The measures taken by the East Africa Company in this direction count among the most serious claims that the Company has established upon public sympathy, and the first expectation that will be entertained of the Power that replaces it, is that it shall continue the work that has been begun.' The protest of the Anti-Slavery Society would be echoed by the public opinion of the country, and 'that a British Government, having full knowledge of the circumstances, should consent to put back into an enslaved condition a population which had already attained its freedom, constitutes so extraordinary a departure from national precedent that it is at first difficult to believe. The only reason which has been given for the arrangement is the excuse common to all shortcomings—that it is convenient.' But in relation to the project underlying Sir Gerald Portal's mission to Uganda, upon which his Report had presumably been framed, the concluding sentences of the *Times* article were full of import. 'Our position in Zanzibar surely gives us the power to have made such provision as we thought fit for the administration of a province which we placed by our own act within the jurisdiction of the Sultan. If it does not, and if the provisional regulations for the administration of Witu are to be accepted as a sample of the permanent administration which it is proposed to establish over the portions of our East African Protectorate which are to be dealt with through Zanzibar, it cannot be too soon or too strongly said that either the legal status of slavery must be

abolished in Zanzibar, or the jurisdiction of a Mahomedan Sovereign must be prevented from extending to territories which have once enjoyed the privilege of British rule.'

On 17th November the approaching arrival in England of Sir Gerald Portal suggested to the Directors the advisability of again addressing Lord Rosebery in anticipation of the Commissioner's final reports. The motive of this communication was to deprecate the consideration of the Company's case being prejudiced by official reports which the Directors were not given an opportunity of answering. Reference was made to the dispatch mentioned in the *Daily News* of 7th April, and to one dated Kikuyu, 31st January, which had been communicated to the Company, but portion of which had been printed in a Blue Book without the reply of the Directors. In the latter dispatch, for instance, Sir Gerald Portal had held the Company up to severe criticism for the alleged failure of the Administration at Mombasa to supply ammunition which had been indented for; but before Sir G. Portal left Kikuyu it came to his knowledge that the requisition had been immediately complied with, and on 4th February he admitted that the supply (which actually reached Kikuyu the day after his departure) was on the way from the coast. In other dispatches published in the same paper statements were made, on the alleged authority of Captain Williams, R.A., as to the non-payment of Soudanese soldiers, which statements the Directors, on the personal authority of that officer himself, were able to refute. No hostile bias was attributed to Sir Gerald Portal in those matters, but it was feared that some of the dispatches

might have been 'written under misapprehensions, so that in his criticisms of the Company's work he may have failed to take adequate account of the political difficulties (outside his personal cognisance) which hampered its earliest operations.' Whilst relying on the impartiality of Lord Rosebery and his colleagues in considering the Commissioner's reports, it was urged that when these appeared to reflect prejudicially on the Company, an opportunity should be afforded of offering explanations. The fullest examination of the Company's proceedings was unreservedly invited; and the obvious evils attending the uncertainty of the present situation justified the hope expressed by the Directors that the decision of Government might be communicated to them with the least practicable delay after Sir Gerald Portal's arrival.

In reply, the Directors were informed that, on Sir Gerald Portal's arrival, the whole subject would receive 'prompt consideration,' and that no partiality would be shown in dealing with it. This assurance was officially given on the 24th November 1893. It will presently be seen how the promise of 'prompt consideration' was carried out.

Sir Gerald Portal arrived in England in the end of November. As week after week passed, and the Report was still unpublished, the public began to share the anxiety of the Company to see that document. On 27th December, a question was put in the House of Commons, and Mr. Gladstone stated that the Report had been 'some days' in the hands of the Government, that there would be no needless or avoidable delay on the part of Govern-

ment in producing it and announcing their decision, but that he could not say when the subject would be in a sufficient state of 'ripeness' to be laid before the House. As to which the *Times* caustically remarked next day that it was 'difficult to understand how Sir Gerald Portal's Report can attain any greater degree of maturity by lying in a pigeon hole, and the opinion of the country would certainly ripen all the more quickly were that Report made public.' On 16th January 1894, the Directors again pressed upon Government the anxiety and embarrassment the delay was causing, and the reply of the Foreign Office was that, as Sir G. Portal had been ill almost ever since his return to England, no communication could be made regarding the future.

On 25th January 1894, Sir Gerald Portal died, at the early age of thirty-five. His youth, and the high promise of his career, made the event the occasion of universal sorrow. In a Report issued to the Shareholders on 15th February, the Directors recorded 'their deep regret on account of the death of Sir Gerald Portal, to whom the Company has been indebted for many services while he was at Zanzibar, and whose career was so full of promise for the Empire, and more especially for British East Africa.' On 13th February Mr. Gladstone stated in the House of Commons that the Report would be presented before a supplementary estimate for Uganda; and the Prime Minister added, 'I cannot mention this subject and this report without adding one word, in which I believe I shall express the sentiment of the whole House, expressive of the grief of the Government at the loss that we have sustained by the death of Sir Gerald

Portal. He performed a very great service to the public in his mission to Uganda with an ability and energy that command admiration, and, speaking generally, I feel that in the removal of a gentleman of so high a character and gifted with such distinguished qualities the country has sustained a heavy loss.'

It was not until 12th April that the Government made their long deferred announcement regarding Uganda. It was decided to retain that country and declare a Protectorate over it. On the preceding day Sir Gerald Portal's Report was made public.* The Report was dated 'Zanzibar, 1st November, 1893,' and was therefore not the Report which he had sent home after leaving Uganda.†

* Africa No. 2 (1894), p. 29.

† 'This was not the Report he had written from Uganda,' says an apparently well informed authority in the *Asiatic Quarterly Review* of July 1894, 'but another, prepared after his arrival in London to meet the requirements of an altered situation. The former idea of placing the whole territory under Zanzibar was now brushed aside as impracticable (that is, as a project to attempt which after the Witu blunder would be too hazardous). . . . How much of this last Report, and of the scheme it recommends, properly belongs to Sir Gerald Portal, there is no means of knowing. The Report was probably a compromise with circumstances to which the able and much lamented young Commissioner was compelled to bend his neck.' In a footnote it is added, 'Sir Gerald Portal was a Hampshire man, and not likely to use a term like "implement" which is indigenous to the north of the Tweed, and unintelligible to most persons born south of that stream. Compare the following passages :—

'I think no one can read the Charter in its very explicit terms without feeling that the Company has failed to *implement* the conditions of the Charter.' *Lord Rosebery in the House of Lords, 1st June.*

The possible solutions of the whole question of the British sphere of influence appeared to Sir Gerald Portal to be five; (1) evacuation pure and simple; (2) the transfer of Uganda and the sphere of influence to Zanzibar; (3) administration by Zanzibar as a tenant of her Majesty's Government; (4) direct administration by her Majesty's Government; and (5) a compromise of the last three, by which the sphere of influence might be maintained, by the help of Zanzibar, at the minimum of cost to both countries.

The second proposal (of which the third was a modification) was the idea of the scheme which Sir Gerald Portal was sent to report upon. As has been seen, the Witu arrangement had, during his absence, given Zanzibar so unpopular a complexion that the scheme was now practically outside discussion. In Sir Gerald Portal's Report the agency of the Zanzibar Government was, on several grounds, rejected. The idea of evacuation was barred by the extent to which British credit was involved in the pledges given to the natives under the various treaties approved by Government, and by the certain results that would flow from withdrawal, or abandonment. The words of Sir Gerald Portal with reference to Uganda in particular, afford a very strong confirmation of the value of the work done by the Company in securing that region. After alluding to 'the strategical value of the position of Uganda, as controlling the head waters of the Nile and the three great lakes of Victoria, Albert, and Albert Edward,' the Commis-

'The existence of many pledges and treaties, made by that Company's officials, which it has been unable to implement.' *Sir Gerald Portal's Report*.

sioner calls 'attention to the fact that an evacuation of Uganda means a great deal more than a mere withdrawal of a few officers and a flag from a distant and partly known country in Central Africa. It means, practically, the renunciation of the whole of that vast territory reserved by the Anglo-German Convention for the sphere of British influence. The country lying between Lake Victoria and the East coast is valuable chiefly as being the road to Uganda, and the evacuation of the latter would soon be recognised as being equivalent to the restriction of British influence and British commerce to the coast line and to the ports of the Zanzibar Sultanate.' He recorded his 'conviction that the withdrawal of English influence must be followed by the establishment of the control of some other European Power,' and such control 'would almost inevitably extend, not only over Uganda and its immediate dependencies, but would embrace all the neighbouring countries, the great lakes, the Nile Valley, and the natural highways of the interior. The control of Uganda,' Sir Gerald Portal summed up, 'means, in the course of a few years, a preponderance of influence and of commerce in the richest and most populous section of Central Africa; a withdrawal from Uganda entails, besides the legacy of war and bloodshed left to that country itself, a renunciation on the part of England of any important participation in the present work of development, in the suppression of slavery, and in the future commerce of East and Central Africa.' For those reasons he recommended all thoughts of withdrawal to be set aside. The fifth course was the one recommended by Sir Gerald Portal, involving a Pro-

tectorate over Uganda, and the administration of that country and the intervening districts to the coast by Assistant Commissioners. The whole idea presupposed the removal of the Company as an agency exercising administrative functions, and the retention of the Zanzibar Sultanate at the coast as a sort of auxiliary, without any specially defined functions or limitations. The execution of the whole of this scheme, including provision for interest on capital to build part of the railway, Sir Gerald Portal estimated at £50,000 a year.

But Sir Gerald Portal added his deliberate conviction that every interest we have in Eastern and Equatorial Africa—the creation of a profitable trade, the development and civilisation of the natives, the suppression of internecine wars, the commercial and political control of the upper waters of the Nile, the extinction of the slave trade—'all resolve themselves into the all-important and overshadowing question of transport and communication.' With the present system of transport along the British route the expense of administrative posts and establishments in the interior would be augmented and their safety and efficiency reduced, and all progress would be laborious and uncertain. Transport from the German coast being cheaper, the growing demand in Uganda for manufactured goods would be supplied from that coast to the exclusion of British trade. In a word, the British road was the shortest, and it must also be made the safest, cheapest, and quickest to the interior. It would then drain the commerce of all the lake regions. The only means of doing this effectively was declared to be by a railway.

Apart from a railway, every plan was pronounced to be more or less a makeshift. The administrative consequences of the present mode of communication were as grave as the commercial ones, and were more immediate, and the avoidance of the heavy expense involved in the existing imperfect means of transport, by the substitution of a railway even part of the distance, would result in considerable economy in itself. On all grounds, Sir Gerald Portal made railway construction an essential condition of any system for the administration and development of East Africa.

The Report contained many statements, based upon imperfect or insufficiently considered information, which the Directors felt called upon to traverse without delay, and their reply was immediately communicated to the Foreign Office, and also made public in the Press.* Such statements, however, affected neither Sir Gerald Portal's general judgment of the work done by the Company, nor the belief of the Directors in his desire to be impartial in matters of detail, subject to limitations of experience and information, of which due account had to be taken. He placed on permanent official record in his report, after his argument against the principle of combining administration and trade in the same hands, the declaration that 'to the founders of the Company belongs the sole credit of the acquisition, for the benefit of British commerce, of this great potential market for British goods. It should, moreover,' he adds, 'be remembered, in justice to them, that in the face of many initial diffi-

* See Appendix No. 13. Sir Gerald Portal's Report, and the observations of the Directors thereon.

culties they succeeded, in marked contrast to the neighbouring European colonies, in establishing their influence without bloodshed, and by their own unaided efforts.'

CHAPTER XIX.

THE SETTLEMENT OF UGANDA.

IN making the announcement of the decision of Government in regard to Uganda on 12th April 1894 the Chancellor of the Exchequer intimated that the details of the scheme 'involve arrangements with the existing Company.' The proposals of the Company had at this date been more than nine months before the Government, with results, as the correspondence shows, distinguished on the part of the Foreign Office as little by consideration as courtesy. This course proceeded still further. On 23rd April the Under Secretary for Foreign Affairs, in reply to Sir Richard Temple, stated that the proposals made by the Company could not have been discussed until a decision had been come to with regard to Uganda, and he added that he was not able to say 'whether the communications with the Company would be sufficiently advanced' to enable him to announce before the approaching debate that 'an arrangement had been come to.' Following the terms employed by Sir W. Harcourt twelve days before, the impression conveyed was that 'communications' were proceeding with the Company with a view to 'coming to an arrangement,' now that the decision on Uganda had been taken. How

far this was from being the case will appear from what follows.

Shareholders of the Company, like others, were led away by the impression left by the words of the Ministers, but, unlike others, they had a special interest in the result of their proposals. Inquiry was naturally made of the Directors as to the nature of the communications in question, and the Directors were obliged to declare that they had no knowledge of them. Under the circumstances they addressed another letter to the Foreign Office (27th April), reminding the Secretary of State that they had received no reply to the proposals of June 1893, to which Lord Rosebery had promised ' prompt attention ' four months afterwards ; and as a general meeting of the Shareholders was called for 8th May, it was asked whether it would be possible on that occasion to place the Shareholders in possession of ' any information with regard to the arrangements with the Company to which the Chancellor of the Exchequer and the Under Secretary of State for Foreign Affairs referred in the House of Commons on the 12th and 23rd instant.' To this very reasonable inquiry a curt official reply was received that it should ' receive attention,' and nothing more. The consequence was that, at their meeting on 8th May, the Shareholders unanimously, and with some indignation, withdrew the offer they had made ten months before and which her Majesty's Government had treated with such scant consideration, after themselves inviting it.

From one cause and another the debate on Uganda was postponed from time to time, and meanwhile some new interests became attached to the question by occur-

rences in the region of the upper Nile itself, and by diplomatic proceedings at home. The *Times* of 8th May contained a telegram from Zanzibar stating that Major Owen, one of the officers who accompanied Colonel Colville (the Acting Commissioner of Uganda, who had succeeded Captain Macdonald) against Kabarega, King of Unyoro, had arrived at Mombasa, reporting that the expedition had been 'brilliantly successful.' Kabarega had been driven out of Unyoro, and a line of forts established from the Albert Nyanza to Uganda. Major Owen had himself gone down the Nile to Wadelai and there planted the British flag. The much maligned Soudanese troops, it was added, had 'behaved splendidly.' Incidents so remarkable immediately following the assumption of Imperial authority in Uganda attracted considerable attention, and although Sir E. Grey said on 8th May that they had received no information at the Foreign Office, on the next day he stated that a telegram had been received to the effect that Major Owen had reached Wadelai on 4th February and hoisted the British flag, and that the war in Unyoro was at an end.

The other event to which reference has been made was the conclusion of an Agreement, on 12th May, between Great Britain and the Sovereign of the Congo Free State, dealing with territorial jurisdiction, westward from Fashoda on the Nile to the northern end of Lake Tanganyika. It will be necessary to go back some four years to elucidate the origin of the policy which it was the object of this Agreement to carry into effect. From the beginning it had been the idea of Sir William Mackinnon to secure a communication between the northern

British sphere of influence and the territory subject to the same influence in the south, and the obvious line of connection was by way of Lake Tanganyika. The supplementary Agreement between Great Britain and Germany of July 1887, indicated very clearly the ideas of both Powers at the time as to their territorial limitations west of the Victoria Nyanza. Germany understood herself to have a free hand south of the Victoria Nyanza, leaving Great Britain free to operate to the north of the 'agreed line.' A line drawn due west from the most southern point of the Victoria Nyanza seemed, therefore, according to this agreement to be the 'agreed line' of delimitation, and such a line would nearly touch the northern end of Lake Tanganyika. In order to secure the territorial right of access to Lake Tanganyika, Sir W. Mackinnon's view was, as soon as possible, to conclude treaties over the districts lying between the two lakes, which would have effectively established British rights. To carry out such a design in regions so remote required time and experienced agency, and the competition of the Germans, which led to the delimitation of 1890, had grown very pressing. Mr. A. M. Mackay, the celebrated Uganda missionary, who remained at the south end of the Victoria Nyanza after the expulsion of the missionaries from Uganda, gave it as his opinion that on tribal and political grounds the line of delimitation should take a somewhat south-westerly direction from the Victoria Nyanza to a point on the north-eastern shore of Tanganyika; and there was no one whose opinion deserved higher authority. The tribes separated from the German sphere by Mr. Mackay's line had for many years formed part of the Uganda system.

At a later date Mr. Mackay, whose interest in the delimitation of these western territories was very considerable, owing to his personal knowledge of the people and their circumstances and affinities, intimated his readiness to undertake the work of treaty making for Sir William Mackinnon and the Company over the regions between the two lakes. But it was now too late, as the Anglo-German Agreement of 1890, in the absence of such treaties, assigned to Germany the exclusive influence over the countries between the Victoria Nyanza and the Congo State.

Perceiving that the communication with the south to which he attached so much importance was not now attainable by the acquisition of treaty rights from the natives, Sir William Mackinnon had entered upon negotiations with the Sovereign of the Independent State of the Congo, which resulted in the signing of a formal Agreement on 24th May 1890, whereby the object in view was secured by the exchange of territorial concessions. To the Company the Congo State ceded a right of way, five miles wide, from the Albert Edward to the Tanganyika Lakes, and a corresponding concession was made by the Company in respect of territory on the left bank of the Nile as far to the north as Lado. These concessions involved no transfer of sovereignty, but were deemed sufficient for the purpose in view without touching sovereign rights. On 29th May 1890, King Leopold ratified this Agreement; but a month later the Anglo-German Agreement was signed. In the negotiations connected with this Agreement it is understood that Germany, while willing to allow freedom of commercial

transit from north to south by way of Tanganyika, would sanction no proposals, the effect of which might be to interpose foreign territory between her sphere of influence and the Congo State north of Lake Tanganyika. Lord Salisbury is believed to have done his utmost to give effect to the original views of Sir William Mackinnon by including the districts between the two lakes within the British sphere. In his dispatch of 14th June 1890, to Sir E. Malet, Lord Salisbury pointed out that the original German contention had been that the whole of the territory between their sphere of influence and the Congo State naturally fell to them as the 'hinterland' of their own possessions. On the south, however, well established British interests, in the form of Missions, stations of the African Lakes Company upon Lakes Nyassa and Tanganyika, and along the Stevenson Road connecting those lakes, intervened to bar the German 'hinterland' contention. 'But,' Lord Salisbury went on, 'as regards the territory to the north of Tanganyika, her Majesty's Government had no such answer. There were no English settlements, either commercial or religious, between the first degree of south latitude and Lake Tanganyika. Mr. Stanley's Treaties, according to the map which was furnished to me by Sir William Mackinnon, only extended to the latitude 1° S., or some twenty or thirty miles beyond it. Her Majesty's Government had, therefore, no title to advance which could countervail the claim which the German Government based on the fact that this region was in the immediate rear of their own.'*

* The object which had been aimed at in the negotiations in 1890 is also alluded to by Sir Percy Anderson in his letter of 28th June

The requirements of trade in respect of free communications between north and south were provided for, but the idea of Sir William Mackinnon aimed at something more, seeing that freedom of commercial transit was already guaranteed by the Act of Berlin. In 1894 the projected construction of a British line of telegraph from South Africa by way of Tanganyika and Uganda gave occasion for the revival of Sir W. Mackinnon's scheme of an agreement with the Sovereign of the Congo State. This new Agreement, which was signed at Brussels on 12th May, was received with general approval in this country. In France and Germany, for other reasons, its reception was different. Under this arrangement Great Britain acquired, by way of lease from the Congo State, a strip of territory twenty-five kilometres in breadth from Lake Albert Edward to Lake Tanganyika, and in addition the Congo State authorised the construction of a line of telegraph through its territories connecting the two British spheres of influence in the north and south. Great Britain, on the other side, granted the Congo State—or rather, its Sovereign, King Leopold—a lease of an extensive tract

to Sir E. Malet. 'The delimitation of the spheres may not correspond with the desire which has been expressed in some quarters that an uninterrupted British sphere should extend through Central Africa, but it must be remembered that the realisation of this idea was already impracticable when the negotiations commenced, Germany and the Congo State being riverains throughout the large territory comprised in the eastern and western shores of Lake Tanganyika. Traders will rely for their security as to freedom of passage on the terms of the 8th Article, which give ample guarantees for untrammelled communication between the British spheres both by land and water.' *Africa*, No. 6 (1890).

of territory belonging to the British sphere of influence west of the Nile, and as far north as Fashoda. In both cases political rights were reserved. In dealing with the territory west of the Nile this Agreement went much further than that signed by Sir William Mackinnon in 1890. The concession made by the latter extended no farther north than Lado. But, as the districts of the Nile basin were not effectively occupied by Great Britain and as effective occupation—which is essential to the recognition of sovereign rights—was perhaps inconvenient, the end in view was deemed to be successfully accomplished through occupation by a tenant, itself a sovereign State now recognising the rights of Great Britain.

However, on account of objections advanced by Germany and France to the constitutional competence of the Congo State to make such an Agreement, Article 3 (leasing the connecting strip to Great Britain) was withdrawn on 22nd June, in compliance with the request of his Majesty the King of the Belgians. It is probable that a concession of territory to a Sovereign State was regarded as quite a different matter in its potential aspects from a concession, under like reservations, to a private company, such as that obtained by Sir W. Mackinnon in 1890.

At length, on 1st June, the long deferred debates on Uganda took place, when the Government made known their decisions as to the future administration of the country. The protectorate was to be limited to the boundaries of Uganda proper.* The administration of

* The *London Gazette* of 19th June, contained the terms of the notification. 'Foreign Office, 18th June.—It is hereby notified, for public information, that under and by virtue of the Agreement con-

that country would be in the hands of a Commissioner, with adequate staff and military force to ensure obedience, and he would also maintain British authority over the adjoining countries outside the Protectorate. Government took credit for the right of way to the south which they had just obtained through the Congo Agreement; but instead of proceeding with railway construction between Lake Victoria and the coast, it was proposed to appoint an officer to superintend the transport as carried on under existing conditions. Coming to the coast, Government found a state of things that was incompatible with the carrying out of their plans. An administration like that of the Company, independent of the same control under which that of the interior was placed, constituted a situation which Government recognised the necessity of dealing with. They were, however, in communication with the Sultan of Zanzibar with a view to the acquisition by him of the coast territory from the Company on terms of settlement, and the matter of the Charter could be dealt with separately. As regarded the railway, Government were not prepared to recommend the grant of any money for that object at present. With their present knowledge of the circumstances and future of the country, the Government had no assurance that the profits of the railway would repay the outlay, and on this ground they postponed the question. A vote of £50,000 a year, assisted at first by a capital grant of £50,000, was granted on 29th May 1893, between the late Sir G. Portal, and Mwanga, King of Uganda, the country of that ruler is placed under the Protectorate of her Majesty the Queen. This Protectorate comprises the territory known as Uganda proper, bounded by the territories known as Usoga, Unyoro, Ankoli, and Koki.

£100,000, was estimated to meet the cost of the proposed administration.

The main feature of the plans of the Government as unfolded in both Houses of Parliament was that they must, as an absolute necessity, control the intervening regions between the coast and Uganda, as well as the coast itself, and that the Company must be got rid of. How to get rid of the Company was, as Lord Kimberley confessed, 'a question by no means without difficulty.' The Company would of course have to be offered terms of compensation, and perhaps it was with the diplomatic view of inspiring in the Company a needful amount of responsive alacrity, that the reference was, by Ministers in both houses, accompanied by a hint that, failing reasonable compliance, the Charter might be revoked. 'We think,' said Lord Kimberley, 'that a very serious question has arisen as to the exercise of the power reserved in the Charter to her Majesty to revoke that Charter, but, in the first instance, we desire if possible that some arrangement should be made,' etc. Sir Edward Grey, in the House of Commons, foreshadowed the revocation of the Charter in the same terms, but added, 'until the negotiations which it is proposed to set on foot are further advanced one way or the other we do not propose to raise the 'question of the Charter.' No reference was made to the fact that proposals for settlement had already been ignored for nearly two years, not by the Company but by the Government. Lord Salisbury, who knew more about the work of the Company and the principles and aims of its founders than Lord Kimberley, deprecated in dignified terms the menaces held out in the language of the Ministers. He acknowledged that the

Company was in a financial condition which did not render it an efficient auxiliary of the British Government.* But Lord Salisbury bore eloquent testimony to its services. 'Through it,' he said, 'large sums of money have been risked and lost and great energies and much devotion have been expended in carrying British dominion, civilisation, and Christianity into those countries. I think the Company is worthy of all the consideration we can show it, whether in the shape of prolonging its existence or in the shape of some recognition of the services it has rendered. It is not only that we should be animated by gratitude to the Company, but there is also the reflection that if adventures of this kind are treated with jealousy and harshness, we are not likely to find men so ready in future to do what they can to push forward the influence and greatness of this country in distant lands.' Lord Rosebery declared that he agreed on the whole with what Lord Salisbury had said about the services of the Company, and he rejected any suggestion that the Government intended to treat the Company 'with harshness and ingratitude,' or that they were 'anxious roughly and rudely to snatch away the Charter from the Company;' but he added, nevertheless, that the 'reconsideration' of the question

* 'No doubt,' remarked the *Times* next morning, 'it is true that the Company has ceased to be a powerful auxiliary of the Imperial Government, but,' added the leading journal, with generous recognition of facts that were ignored by those who attacked the Company now, 'it is not less true that moderate assistance in the matter of a railway would have gone far to maintain its usefulness, while persistence in the niggardly policy of refusing a railway will render the Imperial Government as powerless as the Company to confer real and enduring benefits upon the Empire.'

of the Charter was only postponed until the intended negotiations should have arrived at 'some result or other.' There was no doubt left as to the meaning of the Prime Minister, the Foreign Secretary, and the Under Secretary for Foreign Affairs, being that the Company would have to consider whatever terms were to be proposed, with the threat of *force majeure* suspended over the negotiations.

The railway, which Sir Gerald Portal in his Report pronounced to be an essential condition of any scheme for the administration and development of East Africa, was distinctly put aside by the Government as forming no part of their plan; and a curious and effective exposure of the inconsistency, if not the absurdity, of their position in the matter, came from a leading Radical adherent who was opposed on principle to all further extensions of territorial responsibility on the part of Great Britain. 'We were not going to build a railway,' said Mr. Labouchere, 'and it was an absurdity to attempt to hold Uganda without one.' In case of emergency in so distant and inaccessible a Protectorate, Mr. Labouchere added with practical force, it would take us months to send assistance to the spot. If we continued to hold Uganda, he declared, we should have to make a railway.

Mr. W. F. Lawrence defended the Company from the charge of failure, pointing out the success with which it had effected the objects of Government in resisting the aggressiveness of foreign competition and securing for Great Britain the extensive and valuable sphere of influence she possessed. He contrasted the treatment received by the Company, which had to defray every expense from its own capital, and was refused all assistance or means of raising revenue,

with that accorded to the Niger Company, which had been allowed by the Foreign Office to capitalise its initial expenditure (to the amount of £260,000) and levy taxes to pay interest thereon, and was further empowered to raise a revenue of £92,000 to meet the expenses of administration. Instead of helping the Company, the Foreign Office, after using it as a "cat's-paw" for its own purposes, hampered its progress. Mr. Chamberlain effectively disposed of the unfounded assumption that the country acquired by the Company was not valuable to the Empire—its potential value, from a commercial point of view merely, was undoubted. He ridiculed the system of administration to be established—'six conflicting authorities'—a sub-commissioner to superintend communications was to be substituted for the railway, which the alleged ferocious character of the Masai afforded an excuse for not undertaking, and 'this wretched man,' said Mr. Chamberlain 'is left alone in the middle of Africa, 240 miles from Zanzibar and 600 miles from Uganda,' to be 'exposed, with two or three assistants, to the onslaughts of this terrible tribe. I think there ought to be a little logic and consistency in the arguments of the Government.' 'We ought to do away with this puppet Sultan [of Zanzibar] under whose imaginary responsibility we cover up our evil deeds—this Sultan who is absolutely our creature, whom we appointed, and with whom we could arrange to-morrow. Is it not a monstrous thing that we should allow this terrible evil of slavery to exist under cover of his responsibility?' He argued strongly in favour of the railway, which Government were bound by every consideration to carry out. The railway was an

investment, and the sum bestowed upon it would be 'an exceptionally profitable investment to this country.' It was necessary in order to give our territory a fair chance, and it is not, Mr. Chamberlain asserted, giving it a fair chance 'if you merely take possession of the country and leave it in that position in which you found it.' 'If not, we must accept the views expressed by the right hon. member for the Forest of Dean (Sir Charles Dilke) and leave it to other nations to finish the work which we were too weak, too poor, and too cowardly to do ourselves.'

The question of Uganda being now settled, the excuse alleged by Government for postponing arrangements with the Company was removed. It will be remarked that, up to 8th May, when the shareholders withdrew their neglected offer of settlement, the Company had been acting from a desire to meet, by arranging terms for withdrawal, what were supposed to be the wishes of the Government, in consequence of the new order of things on the East Coast since Zanzibar became a British Protectorate. The situation was now changed by the fact that Government publicly announced that it would be necessary to carrying out their views in the sphere of influence that the Company's administrative *status* under the charter and concessions should cease to exist. The Company was no longer in the position which it had occupied prior to 8th May. In withdrawing the offer made in June 1893, the Shareholders had clearly given their grounds for so doing, 'that having regard to the fact that no reply to the offer made to the Government on the 23rd June 1893, has to this date been received from her Majesty's Government, the Directors be requested

to withdraw that offer forthwith.' This resolution was supplemented by another, recognising that negotiations were now at an end, and directing the operations of the Company to be carried on and its full rights under Charter and Concession maintained; and the Directors were further requested 'to adopt and press every legitimate means for the redress of the Company's grievances against her Majesty's Government and the Protectorate.' The consequence of this Resolution was to bring into prominence the wrongs and disabilities under which the Company was placed in Africa, and the Directors, in accordance with the wish of the shareholders, proceeded to press them upon the attention of the Foreign Office. As these were questions of great importance to the Company, and of considerable public interest in themselves, an account of them must precede the history of the negotiations eventually opened by Government for a settlement with the Company.

CHAPTER XX.

FISCAL CONDITIONS OF CONCESSIONS.

THE terms on which the Company administered those parts of the coast belonging to the Sultan of Zanzibar were 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 administrations 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 German 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 revenue 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 customs 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 custom duties which he now receives' meant literally what they expressed, as it was clear the Sultan did not 'receive' that part of the customs 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.*

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

* See Appendix No. 14, *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 concessionaires, 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.

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 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 fifty 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 dispatch 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 Govern-

ment. 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 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 Con-

cessions were 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 correspondence* 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,

* See Appendix No. 15. Correspondence relating to the placing of the Company's Concession territory in the Free Zone.

† It is right to state that Lord Salisbury's original object in bringing Zanzibar under the Free Trade régime was to enable foreign Governments to allow their subjects to be taxed in the Sultan's territory. For this purpose, at his lordship's suggestion, the Company had established a European judicial administration for the benefit of foreigners. Lord Salisbury retired from office immediately after the Free Zone system came in force. The expected powers of taxation were not afterwards obtained, and the only effect of the new fiscal system (as far as the Company was concerned) was to deprive the Company of certain customs duties for which it was, under contract, paying an agreed rent to the Government of Zanzibar, and which it was compelled by Government to continue paying, in full, without redress. Granting the right of the Sultan of Zanzibar (under direction of the Foreign Office) to

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 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.' These conditions not having been accepted, the Directors, on 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 alter the fiscal system under which the Company held its Concessions, the case of the Company was that one party to a contract should not be made to suffer by the act of the other party in modifying that contract. No intimation or warning had been given that this would be the result.

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 dispatch (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 dispatch 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.

‘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 administrating 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 was 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 was in accord with the declarations of Lord Salisbury any one may judge; and a high legal authority 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, was 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 was without legal remedy for the wrong done to it. Under the ægis of its

Charter it had the right to look for redress and support to her Majesty's Government in such a case, but the unfortunate situation was that her Majesty's Government were 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.

When the Sultan of Zanzibar was an independent sovereign he, acting on the advice of the British Government, reserved his fiscal independence under the Berlin Act. After ceasing to be independent, when his territory became a British Protectorate, the Sultan, again on the advice of the British Government, withdrew that reserve and placed all his dominions within the Free Zone. The act entailed injury only to the Company, and unconditionally granted to German trade free passage through the British ports without requiring any reciprocal concession on the part of Germany. The consequence of the Act was to preclude the Company from exercising the right, conceded to it by the Sultan, and for which it was paying him a fixed annual rental, of collecting duties at its ports on goods or merchandise passing to or from the territory of another administration in the interior. When the Company withdrew from Uganda, the Government refused to allow duties to be collected at its ports on the imports or exports of that country, although they compelled the Company to pay the rent in full to the Government of Zanzibar without deduction of the amount of the revenues thus alienated. This the Company did, and continued to do, under protest. The Company had no remedy save that provided in Article 7 of the Charter, which states that in any dispute with the

Sultan of Zanzibar an appeals lies to the Secretary of State to act as arbitrator, if willing to do so. This appeal was formally made on 6th October 1893, the quarter's rent (which was payable in advance) having been paid in full on 1st October under protest. No decision having been received, on 16th January 1894 (another full quarterly payment of rent having meanwhile been exacted from the Company on 1st January), the Directors again asked whether the Secretary of State would decide the question under the Charter. This letter was merely acknowledged on 31st January. On 27th April a renewed application had the same result. On 13th and 26th June letters were again written to the Foreign Office. All the information vouchsafed was that contained in an enigmatical statement made by Sir E. Grey in the House of Commons on 29th May, that 'the protest has been noted, but in the present position of the question the Secretary of State has not intervened.' The meaning was that the Secretary of State wished to avoid adjudicating on an act which was substantially his own act, by embracing it in the general settlement with the Company. The first intimation of the kind made to the Directors—and a period of five months more was suffered to elapse before any step was taken by the Foreign Office to formulate a proposal—was in a letter of 23rd June, wherein it was stated that the Sultan of Zanzibar had 'signified his willingness' to negotiate with the Company for withdrawal from its position under the Concessions.

CHAPTER XXI.

THE GOVERNMENT AND THE COMPANY.

THE question of making payment of rent to the Government of Zanzibar in consideration of customs duties arbitrarily alienated from the Company, was not the only matter comprised in the mandate of the shareholders to the Directors on 8th May 1894, in regard to which the Board were to press upon Government the claims and rights of the Company. The question of taxation was a considerable grievance. By the commercial treaties binding upon Zanzibar the subject of Foreign Powers were not only exempt from administrative jurisdiction in virtue of the privilege of extraterritoriality, but they were also, as mentioned in the last chapter, exempt from liability to internal taxation, whether for their persons, houses, lands or goods. It was true the Company was aware of these capitulations when it accepted the Concession, but it was also the case that the Company did not then contemplate the obligation of paying over to the Sultan the gross amount of the customs (the only public revenue), leaving no resource, except its own capital, from which to meet the necessary costs of administration. This condition of things made the immunity of foreigners from taxation an anomaly and an injustice, which

was acutely felt by the administration. With regard to subjects of foreign States, it was acknowledged that a re-adjustment of the treaties would be necessary to bring such persons under local jurisdiction; but as the 'foreign' element on the coast was mostly composed of British Indian subjects of her Majesty, who like the others were exempt from liability to taxation, and as, moreover, these formed the bulk of the mercantile and industrial population, it seemed just and proper that they should be required, as well as the poorer subjects of the Sultan of Zanzibar, to contribute towards the support of the administration to which they owed security for life and property.

Lord Salisbury, on a representation of the matter being submitted to him in 1891, replied that her Majesty's Government would be willing to assist the Company 'by sanctioning an alteration in the treaty so as to enable them to tax British Indian subjects in their territories.' The payment of taxes to a moderate amount it was said would not be resented by British Indian subjects if they were assured, in return, of efficient police protection and administration of justice, and if they found themselves exempted from certain contributions frequently exacted from traders by local chieftains. It was added that a clear statement of the nature and extent of the proposed taxation must precede any amendment of the treaty, and that the revenue so raised should be applied solely to purposes of police and administration. The Directors were of opinion that if subjects of other treaty nations were permanently to escape liability to taxation there would be grounds for dissatisfaction, and they suggested

that the Powers in question might be approached with a view to allowing their subjects to be taxed in the Zanzibar dominions for purposes of administration. Lord Salisbury replied that the importance of this branch of the question was fully recognised, but it was one which would have to be approached 'with caution and with full consideration of all the conditions and opportunities for successful negotiation.'*

The Directors immediately gave their attention to the preparation of such a scheme of taxation as was indicated by Lord Salisbury. In this they were so fortunate as to receive the valuable aid of Sir C. E. Bernard, of the India Office, who drew up an able scheme of revenue and taxation, together with a draft Revenue Ordinance suited to the conditions of East Africa. 'Taxation,' the Directors stated in submitting the scheme to Lord Salisbury on 14th October, 'would be introduced very cautiously and gradually and only for the purpose of recouping costs of administration as circumstances may render expedient, and her Majesty's Government would be kept promptly advised of any step taken in this direction.' It was replied by the Foreign Office 'that his lordship fully appreciates the ability with which the scheme has been prepared and considers it, in the main, suited to the conditions of the territories in question,' but it was deemed advisable to postpone the matter pending negotiations for the inclusion of foreign subjects under powers of taxation.

The question of taxation became bound up with that of

* Correspondence between Directors and Foreign Office, June and July 1891.

judicial administration. These rights of administration were possessed by the Company under its Concession, only as regarded subjects of the Sultan of Zanzibar. Foreigners, as already stated, were neither liable to taxation nor amenable to the local courts, the jurisdiction to which they were subject being Consular only. On 20th June 1891 the Directors were informed from the Foreign Office that the question of the establishment of judicial tribunals (for the benefit of foreigners) was of great importance, 'especially as the German Government has made the transfer of jurisdiction over German subjects conditional on their establishment. His lordship,' it was added, 'would be glad therefore to be informed of the intentions of the Company in this respect. The Consular jurisdiction, which is now necessary, may, it is hoped, be only a temporary expedient, as far as the Company's territories are concerned.' In a later communication (31st October) it was stated that, owing to the presence of large numbers of British Indian subjects in the Company's territory, 'serious difficulties may arise if steps are not taken by the Company without loss of time to establish a judicial system,' and 'so long as the present condition of affairs in this respect continues, it will be impossible for her Majesty's Government to invite Foreign Powers to allow the British Administration to exercise jurisdiction over their subjects.'

The necessity, as regards British subjects, of Consular powers in order to exercise jurisdiction was removed by an Agreement with the Sultan of Zanzibar on 2nd February 1891, which extended the authority of her Majesty's Government to confer the judicial powers

authorised by Article XVI. of the Treaty of 30th April 1886, upon any person whether a Consular officer or not. The officers of the Company could therefore be enabled to exercise judicial functions in the Sultan's dominions over British subjects without receiving Consular commissions. In order to meet the strongly expressed views of her Majesty's Government, and to justify the hope held out that powers of taxation would follow, the Directors organised a judicial administration sufficient for the present requirements. Two of the Company's officials, the Administrator (Mr. Berkeley) and a barrister-at-law (Mr. Jenner) received the necessary powers from her Majesty's Government, the former as a judge and the latter as judicial officer; and the Consular-Judge at Zanzibar was engaged by the Directors at a yearly salary to pay periodical visits to the coast in his judicial capacity as a circuit judge.

In January 1894 nothing having yet been done to grant the promised powers of taxation over British subjects, nor to bring foreigners under British jurisdiction, although the Directors had performed their part in effecting the establishment of a homogeneous judicial system, it was urged upon the Foreign Office that the prospects held out seemed still as remote as ever, and that therefore the question of continuing an arrangement involving considerable cost to the Company would have to be considered. But the Foreign Office now took up the position that in establishing and maintaining a judicial system for the untaxed British Indian population the Company was merely fulfilling its obligations towards them, and that those obligations were 'quite apart from questions of

jurisdiction over foreigners and of taxation.' This may be taken as the last word of Government on the subject of taxation. The prospect of being enabled to exercise this elementary right common to all administrations in all parts of the world had now to be abandoned by the Company as hopeless.

It was not, however, at the coast alone that the consequences of hampering disabilities had to be contended with, at the cost of much public discredit to the administration of the Company. The Concession territory extended only ten miles inland from the coast; all beyond that limit lay under the powers of administration conferred by the Charter. To meet this dual necessity, one of the Company's officials in 1891 received powers giving him jurisdiction in all parts of the sphere of British influence, whereas the powers of the other were limited to Zanzibar territory. The former officer (Mr. Berkeley) was taken away to accompany Sir Gerald Portal's mission to Uganda, and there remained only the judicial officer, with jurisdiction within the Sultan's territory. Circumstances soon arose to mark the anomaly of the situation. Certain criminals in Witu (then administered by the Company), charged with heinous offences against the person, awaited trial. The question was, who was to try them? In reply to a Foreign Office inquiry as to the course the Directors proposed to pursue, it was pointed out that, Mr. Berkeley's powers not having been transferred to any other official of the Company, no one seemed to have judicial authority to deal with capital cases outside the Sultan's dominions except her Majesty's Commissioner for the British sphere (the Consul-General),

or the officer acting for him. It was therefore suggested that Mr. Rodd, the Acting Consul-General, or his deputy the Consular Judge, should try the prisoners; but the answer was that the officials named had no jurisdiction beyond the dominions of the Sultan of Zanzibar, and the case of the Witu criminals 'must be dealt with by the Company's officers.' The result of the *impasse* brought about by the negative attitude of Government was that the accused persons were retained, untried, in prison, until some way should be discovered or devised for dealing with them.

Early in 1894 it became apparent that, if the Company was to be enabled to maintain order in the interior, to protect the natives, and to enforce the provisions of the Brussels Act (for all which it was responsible), powers of jurisdiction over British subjects beyond the Concession limits must be available. Cases arose between a British subject settled in the Ukambani country and the natives, and cases were constantly arising between caravans passing through the country for trading and other purposes, and their native porters, and the inhabitants, imperatively calling for the exercise of jurisdiction. The necessary powers not being possessed by the Company's officers in the interior, instructions were sent to them to arrest and deport offenders to the coast for trial, as the only means of bringing them to justice. The Foreign Office pronounced the instructions to be *ultra vires*, as the Courts at the coast had no jurisdiction beyond the Sultan's territory. The Directors then asked that the necessary jurisdiction be conferred on the Company's district superintendents in the interior. The answer was that

Lord Kimberley did not 'consider it necessary to confer such authority on the Company's officials, as her Majesty's Acting Commissioner in the British sphere possesses the requisite powers under the African Order in Council.' In view of the fact that the acts demanding jurisdiction were committed in districts 300 miles from the coast, and that the only authority declared to be competent to deal with them was, as the Directors stated, that of 'an officer residing at Zanzibar, an island in the Indian Ocean distant 400 miles' from the scene, the adequacy of the arrangement will be obvious. The Directors pointed out that the effect of this decision was to withhold from responsible officers of the Company the power of maintaining order within their districts, to thwart and undermine the authority of the Company 'in a manner to lead to some justification of the charge that the Company has failed in its duties ;' and a contrast was drawn between the duty imposed upon the Company of maintaining a judicial system at the coast for foreigners who were already provided with their own consular tribunals, and the denial of judicial powers in the interior where consular tribunals and exemption from local jurisdiction did not exist. 'The Directors of the Company,' it was stated, 'have from the first been anxious to establish a civilised system of administration throughout the territories in their control and occupation, and they are quite unable to understand why the Secretary of State for Foreign Affairs objects to afford them the only means by which that object can be effectively secured.' The arguments and representations of the Directors were, however, without result in obtaining the object in view.

The executive action entailed upon Directors in consequence of the shareholders' resolution of 8th May, raised another question, and a very important one, connected with proceedings which were objected to as an arbitrary usurpation of the rights of the Company under the Charter. The origin of this matter went back to the withdrawal from Uganda. In the mind of the Directors, and in that of her Majesty's Government, the act of withdrawal, when originally decided upon, was not an act of abandonment. There was a very clear understanding as to what was meant, an understanding recorded in unambiguous terms in the official correspondence. The reason of the original resolution of withdrawal—the postponement of the railway—has already been explained in a former chapter. The resolution in express terms described the withdrawal as temporary, and it was so received by Lord Salisbury, with the suggestion that the Company's force should not retire farther than Dagoreti, and should there await the progress of the railway. On finally leaving Uganda the Company's flag was replaced by the Union Jack, and the administration of that country was taken over by Government. But, between the station of Kikuyu and Uganda, in the district of Kavirondo, a station of the Company (the usefulness of which Sir Gerald Portal referred to in his memoirs of the Mission) was left in native charge pending the final decision of Government in regard to Uganda. As soon as this decision was announced, instructions were given for the despatch of a European officer from Mombasa, to occupy and develop the station in Kavirondo. Two months after the departure of this

officer a letter (8th September) was addressed to the Company from the Foreign Office, stating that the Company, when leaving Uganda, had 'withdrawn its administration' from all territory beyond Kikuyu, that this territory had now been placed under the control of the Acting-Commissioner in Uganda, and that it was not open to the Company 'to re-establish the administration from which it voluntarily withdrew after formal notification of the withdrawal.' The Directors protested against such an interpretation of their acts and declarations, as a grave breach of the Company's Charter rights. They reminded Lord Kimberley not only of the terms of the original resolution of withdrawal, but of the instructions given to Captain Lugard on the advice of the Foreign Office, 'to march to Dagoreti in order to prepare for the survey of the railway,' the force to remain there pending 'further dispositions,' and that in another Foreign Office letter (8th September 1891) it was stated that the fact of its being known that instructions had been given for a temporary withdrawal only as far as Dagoreti in connection with the survey of the railway would furnish a sufficient answer to any assertion that the Company had retired from the practical assertion of authority at Uganda.* As the decision of the Government to retain

* Writing to the Foreign Office on 17th October 1891, in connection with the Railway Survey, the Marquis of Lorne, as Vice-President of the Company, re-affirmed the views of the Directors in regard to the temporary withdrawal. 'The limitation for the present of the Company's operations would continue 'until the course of fixed administration reinforced by powers of taxation and the organisation of improved means of transport shall have been made secure, and shall have enabled them to resume a progressive advance

Uganda had only been announced in May, there had been no unreasonable delay on the part of the Company in providing for the completion of the necessary chain of communication with Uganda, which had hitherto been so efficiently maintained for 400 miles of the distance. As a consequence of this proceeding of the Government, the Company was declared to be deprived of the right of collecting revenue on the trade of the regions beyond Kikuyu—the ivory regions, from the produce of which the greatest part of the customs export revenue arose—and, as no abatement of the stipulated tribute to the Sultan of Zanzibar was allowed, on account of this confiscation of duties, the case was a serious one for the Company. The correspondence was closed by a peremptory official intimation on 31st October that the decision conveyed in the letter of 8th September was ‘final.’

Early in 1893 some gentlemen representing what was styled ‘The British Freeland Association,’ which formed a branch of a larger body called the ‘International Freeland Association,’ having its head-quarters in Vienna, approached the Directors to ascertain the conditions on which an industrial settlement might be established in British East Africa, and the extent to which such a settlement might expect encouragement in the territories of the Company. The principles and aims of the Association were of a socialistic character, and their general views and objects may be sufficiently gathered from a paragraph in a letter addressed to them by the

into the interior.’ As soon as the Railway Guarantee is granted ‘the Directors hope to reoccupy the ground from which it is necessary temporarily to withdraw.’

Directors on 9th February, 1893. After stating that they would be willing to assist the objects of pioneers to inspect and select suitable lands for settlements, it was added: 'The Company could not, however, under any circumstances, divest themselves of or delegate their jurisdiction in any sense, or promote differential laws in any particular district in the sphere under their administration. Magisterial appointments must always remain in the Company's control under Her Majesty's Government. Nor could they grant any exemption from, or introduce any differential taxation in any particular district. Settlers, wheresoever and whomsoever, must always be subject to all the laws, rules, and regulations enacted with the sanction and authority of her Majesty's Government, and to the taxation obtaining for the time being in particular districts.'

As they could not obtain permission to establish their proposed settlement on the lines of exceptional privileges indicated in the foregoing letter, the Freelanders asked upon what conditions they would be allowed to acquire land. They were informed that by the terms of a Proclamation issued in April 1891, no transactions in regard to land between Europeans and natives would be legal without the sanction of the Company. As regards unoccupied lands, a set of Regulations was carefully drawn up, for approval by the Secretary of State, and a copy supplied provisionally to the Association. Owing to the unsettled position of matters between her Majesty's Government and the Company, the Association were distinctly informed that, while regarding their enterprise with interest, the Directors must guard themselves against

taking any steps or giving any assurances which might involve any responsibility on the part of her Majesty's Government; and the Association were advised, before committing themselves to any heavy expenditure, to ascertain from the Foreign Office the views of her Majesty's Government. A copy of the Land Regulations proposed to be issued was sent to the Foreign Office.*

The Land Regulations were in due course transmitted to East Africa for promulgation, after it had been formally ascertained that the Secretary of State for Foreign Affairs had no objection to make to them. Although originally framed in connection with the Freeland Expedition which was going out early in 1894, the rules were a general administrative necessity in the Company's territory, and had no exclusive reference to a party who might select their place of settlement in a district outside the Company's jurisdiction. There was evidence that such was the Freelanders' ultimate intention. It was with considerable surprise that, after despatching the rules under the circumstances related, the Directors received a communication from the Foreign Office (14th June) announcing that her Majesty's agent at Zanzibar would be instructed by telegraph 'to caution intending settlers that the regulations apply only to territory actually under

* All the correspondence connected with the Freeland Association was sent to the Foreign Office. It may be mentioned here, as the character and design of the Association excited at the time a good deal of suspicion in this country, that the Austrian Government officially declared 'that the "Freeland" Society is an enterprise outside the State, that it has no claim to our protection, and that we do not take the smallest interest in it.'—*Count Deym to Lord Rosebery, 10th March, 1894.*

the administration of the Company's agents.' The Directors submitted that such action was calculated to perplex intending settlers and discourage their settlement, owing to the uncertainty of jurisdiction which it implied. It was pointed out that the rights of the Company were indisputable in the Concession territory held from the Sultan of Zanzibar, and in all the districts held under treaty formally sanctioned by Government. The map officially approved by the Secretary of State marking off these territories of the Company ought to be issued for the guidance of settlers. But to this the Foreign Office now raised the novel objection that it did not appear to Lord Kimberley that the treaties approved from time to time by the Secretary of State conferred upon the Company, 'the sole exclusive right of giving to Europeans a valid legal title to acquire land.' The answer was that the Company's rights were defined by Article 23 of the Charter, and had been recognised and sanctioned by the Law Officers of the Crown and by the Secretary of State in the proclamation of April 1891, which had been submitted to and approved by them before promulgation. But the discussion ended in an intimation from the Foreign Office that the question was one of right in respect of administrative jurisdiction, and that the treaty rights of the Company were limited to the area over which control was actually exercised by its officers. Each application for land from settlers would be dealt with on its merits as it arose.

A cursory reference to one more point of discussion between the Company and the Government may close this chapter. The point of the correspondence was one

perhaps of remote and contingent rather than immediate moment as regarded the Company, but it was one which incidentally disclosed the immense importance to Great Britain and the Empire of the line of coast secured by the Company. This coast is 400 miles long, and contains, besides Zanzibar, the ports of Wasin, Mombasa, Manda Bay, and Kismayu, with fine naval harbours.* The

* *The Africa Pilot*, part 3, 1889, chap. 10, and the 'Revised Supplement, 1892,' page 75 to end, give the following information regarding the naval harbours on the East Coast between the mouths of the Umbe and Juba.

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

value of the East African seaboard as a base of naval operations in case of the closing of the Suez Canal by war is obvious, in view of the French naval establishments at Madagascar, the necessity of protecting our cable communication with Mauritius, and keeping open the Cape route to India. The naval importance of the harbours of East Africa was made manifest by the refusal of her Majesty's Government to entertain the idea of claiming for them the benefits of neutrality under the Berlin Act. Under that Act those States in the Congo Basin which accept the fiscal régime of the Act (as to free transit for merchandise) enjoy the option of being placed under the

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. 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.

provisions of neutrality in time of war. The Congo State was so placed, and in like manner Germany neutralised her Protectorate of Usagara. The Foreign Office held that the Neutrality Clause of the Berlin Act applied, as a matter of course, to all territories placed under the Free Zone system; but the wording of the Act implied clearly that the benefits had to be formally claimed. Since, therefore, the absence of the protection afforded by neutrality deeply concerned the interest of the Company, it was asked whether her Majesty's Government were prepared to place the territory of Zanzibar under the neutrality clause as a corollary to the adoption of the Free Zone system. It was manifestly not advisable, in Imperial interests, to deprive the protecting power of the important naval base afforded by the Company's ports on the east coast, and Government declined to do so.* The correspondence, however, showed the immense strategic value to the Empire of the ports and coast-line obtained by the efforts of the Company, and, incidentally, how the cost and the risk were allotted to one side and the benefits to the other.

* See Appendix No. 16. *Correspondence relating to Neutralisation of Ports.*

CHAPTER XXII.

SETTLEMENT WITH GOVERNMENT.

IN the months of June and July 1894 the Foreign Office made some slight approaches to the Company on the question of settlement, but these suggested rather a desire to evade the point of the rent dispute with the Sultan than any sincere disposition to come to terms. An inquiry as to whether the Secretary of State had yet decided to adjudicate in the dispute with the Sultan elicited the reply (23rd June 1894) that 'the point now at issue is whether the Company is prepared to negotiate with the Sultan' for withdrawal from its position 'under the Concessions granted to it by his Highness.' The Directors answered that they were willing to negotiate for the surrender of 'the Company's rights and interests in East Africa,' which, of course, comprised more than the proposal on behalf of the Sultan included. On 6th July it was again stated by the Foreign Office that the Sultan 'had signified his willingness' to negotiate. It was pointed out to them in reply that the 'Sultan' was, in effect, the Foreign Office, and they were asked with whom the proposed negotiation was to be conducted. But the whole thing was meaningless, and at this stage it dropped.

The Directors had now been for two years earnestly

engaged in the fruitless effort to arrange some terms of settlement with the Government, which would bring to an end a state of things disastrous not only to the Company's interests, but to those of East Africa. More than a year before this period the shareholders, on the express invitation of Government, had, most reluctantly indeed, proposed to give up everything for 10s. 6d. in the pound of their expenditure. After making this offer they waited in vain for ten months for some answer to it, and receiving none, withdrew it. The statement in the preceding paragraph summarises all that had taken place in the way of 'negotiation' since that date. Yet Lord Kimberley in the House of Lords, on 20th August, stated, in answer to Lord Stanmore, that the power of the Government to improve road communications or 'undertake any considerable works of that sort' was hampered by the uncertainty of the position they occupied with regard to the East Africa Company. 'Until we come to terms with them,' said the Secretary of State, 'it will be difficult for us to embark on any considerable works of that kind, even if they were thought desirable. At present I am unable to go beyond that statement of the position we are placed in, because the demands of the East Africa Company are larger than we should be warranted in admitting.' The statement was received by the public with surprise and incredulity. The offer already made by the Company, and ignored by Government, was matter of recent public knowledge. The *Times* next day commented upon Lord Kimberley's speech with great severity. 'The truth is,' said the *Times*, 'that the Government are only too glad to find an excuse for doing nothing, consequently they

grasp at the unsettled claim of the Company. We are at least entitled to know what is the difference which thus stands in the way of a policy obviously dictated by regard for the national interests. The British East Africa Company may for anything we know be making exorbitant demands, but it is much more probable that it could easily be dealt with on reasonable terms if there were any real desire to settle the matter. . . . Lord Kimberley has put forth one of the most trumpery excuses for inaction ever invented, even by a politician in difficulties. If the Company is making excessive demands the public, at all events, have a right to know what they are, and we venture to say that the public would hear all about them with the greatest promptitude if they really stood in the way of anything that the Government desired to do. As no information is vouchsafed by the Government, perhaps the Company will kindly let us know exactly what it does demand. We all know that it has spent a great deal of money in doing pioneer work, which the nation was exceedingly anxious to have done at the time, though the hot fit has been followed by a cold one. Some say it spent an extravagant amount of money, but we doubt very much whether the Government would ever have done as much for fifty per cent. more. It may at least plead that it got no assistance of any kind, but, on the contrary, much hindrance, while other undertakings with which it is sometimes compared have had great and valuable Government aid. . . . What we want to know is . . . what its claims are and what efforts have been made to come to a settlement.'

The information desired by the *Times* was promptly

forthcoming. At a meeting of the shareholders on 22nd August, Sir Arnold Kemball detailed the facts of the correspondence with the Government. The result is best described in the words of the *Times* leading article of 23rd August. 'In discussing the statements made by Lord Kimberley last Monday concerning Uganda, we observed that two points required elucidation. The country has a right to know why a dispute about terms with the British East Africa Company should involve the indefinite postponement of what is by far the most important work lying before us in Uganda, and whether any, and if so what, serious effort has been made by the Government to overcome the obstacle. To the second question Sir Arnold Kemball supplied an answer in the speech he delivered yesterday at the special meeting of the British East Africa Company. He gave an historical sketch of the negotiations that have taken place between the Government and the Company, from which it appears that the Government have done absolutely nothing to arrive at a settlement of the dispute which they now allege as an excuse for neglecting the national interests confided to their care.' After referring to the offer of 10s. 6d. in the pound made by the shareholders, the article continued: 'It is not necessary to express any opinion upon this offer. It is enough that it was made on the invitation of the Government, that in any case it formed a basis of discussion, and that, as a matter of fact, there was some pretence of taking it into consideration. But nothing was done, and in May of this year the offer was withdrawn. A little later, in reply to a communication from the Foreign Office, the Company

asked to be informed in what manner negotiations ought to be conducted with the Sultan of Zanzibar, and were told that the point was under consideration, and that they would be informed when it was settled. The point would seem to be still under consideration, and still unsettled, for the Company have had no further intimation of the intentions of the Government. The Foreign Office, on Sir Arnold Kemball's showing, has played a game of evasion and obstruction which is most unfair, and in the highest degree unworthy of a great nation. It appears not only to have avoided a settlement, but to have thrown very serious obstacles in the way of the Company, and added greatly to their loss of capital, by creating and maintaining the most perplexing uncertainty as to its intentions.' The *Times* then alluded to the variety of proposals open to the Government either for buying out the Company or enabling it to carry on its work efficiently, and declared it to be 'absurd to expect people to believe that a Government really desirous to arrive at a settlement cannot find among them something at least offering a promising basis for discussion. It seems only too evident that, as we said before, the Government gladly grasp at the absence of a settlement to excuse the non-performance of duties which they are determined, for reasons more evident than creditable, to leave unperformed. It is amusing in this connection to note that the monthly transport service to Uganda, upon which Lord Kimberley laid so much stress, owes nothing to Government expenditure upon roads. It is rendered possible only by the road-making of the Company which the Government will neither buy out nor let alone.' The Directors, it was

added, 'observed with evident justice that the policy, or rather the no-policy, pursued by the Government, is one of useless and injurious expense to the Company. They might add with equal justice that it is discreditable to the nation, which did undoubtedly both officially and unofficially urge the Company to push far beyond its commercial sphere of operations, in order to secure a share in the partition of Africa then going on.'

At the same time Mr. W. F. Lawrence put a series of questions to the Under Secretary of State for Foreign Affairs in the House of Commons, which were evidently designed to leave no opening for evasion. Mr. Lawrence asked * the Under-Secretary whether, in view of his statement a short time ago to the effect that the delay in settling terms of compensation with the British East Africa Company has been due to the difference between the Government and the Company as to what the amount should be, he would state what terms had been proposed by her Majesty's Government and declined by the Company; whether the Government gave any opinion on the terms offered by the Company on 23rd June 1893, and withdrawn on 8th May 1894; and, if no opinion had been expressed by the Government on this proposal, then on what proposal had the difference of opinion arisen which had been alleged by the honourable gentleman in the House; and whether the Government had any proposals to make to the Company, and by whom the amount of compensation was to be finally determined. 'Mr. Lawrence,' said the *Times* next morning, again taking up the subject, 'must be congratulated upon his success in

* *Times* report, 24th August 1894.

obtaining distinct confirmation of the conclusions naturally drawn from the narrative of Sir Arnold Kemball. . . . We learn, in the first place, from Sir Edward Grey's reply, that no definite offer has been made to the Company, and we gather from his silence that no definite answer has ever been returned to the Company's offer. Foreign Office notions of business and of courtesy are obviously peculiar. They would not, perhaps, call for discussion at present were it not that they are by the Government's own showing responsible for the neglect of national interests. No roads can be made in East Africa because the Government cannot agree with the Company, and Government cannot agree with the Company because they take no notice of what the Company says, and say nothing themselves which the Company can deal with. It is gratifying, however, to learn that they have reasons for what they do. The matter has been clearly thought out, and we are indebted to Sir E. Grey for information about the ratiocinative process. No definite offer has been made to the Company,* because it is understood from

* Sir E. Grey replied to Mr. Lawrence, 'No definite offer has been made to the Company, because it is understood from their proposals that their views and those of her Majesty's Government differ too widely as to the value of their interest in the Chartered territory. As far as her Majesty's Government and the Sultan of Zanzibar are concerned, there is no reason why negotiations with regard to the sale of the Concession should not proceed at once. If the terms of a settlement cannot be arranged between the Government and the Company, it will become necessary to consider what is the present position of the Company with reference to its Charter and the duties which that Charter involves.' Mr. A. C. Morton asked whether the hon. member would tell the House the amount which the Company asked for as compensation. Sir E. Grey believed that the amount in the first offer was £300,000, but he was

their proposals that "their views and those of her Majesty's Government differ too widely as to the value of their interest in the chartered territory." This is truly a most admirable reason for doing nothing to procure a settlement, the absence of which, according to Lord Kimberley, makes it impossible for the Government to take steps which otherwise would have been taken to promote the obvious interests of the nation. Parliament has been induced to vote money for Uganda; the money cannot be spent either effectively or economically unless we have fair means of communication; we cannot get these means,* according to Lord Kimberley, because no settlement has been come to with the Company, and no settlement is reached because the Government will neither take the Company's terms nor offer terms of their own. All this is because something has happened which invariably happens in every negotiation—that one party asks in the first instance more than the other is willing to give. So far Sir E. Grey gives a perfectly intelligible account of an unintelligible course of action. But he becomes mysterious in his next sentence. He says, "As far as her Majesty's Government and the Sultan of Zanzibar are concerned, there is no reason why negotiations with regard to the sale of the Concession should not proceed at once." The Govern-

speaking from memory. Mr. Lawrence asked whether the Government had ever intimated to the Company that they thought that demand excessive. Sir E. Grey said he understood that the Company were certainly aware that the Government were not prepared to accept that offer. That the Government thought the demand too large was clear from the fact that they did not accept the offer.—*Times Report.*

ment have refused to negotiate and have persisted in their refusal for more than a year, though they knew that necessary work was being delayed in consequence. They express no regret and no intention of altering their procedure. On the contrary, they defend it through Sir E. Grey by the preposterous argument that the Company did not at the first attempt hit upon the exact price which they are willing to pay. Then in the same breath they tell us that so far as they are concerned there is no reason why negotiations should not proceed. There can be only one explanation. The Government understand by negotiation that the Company should put up its property at Dutch auction. It ought to go on sending in offers on a descending scale until some day the Government condescend to nod acceptance of the bid. What an edifying spectacle for the world—an Imperial Government forcing a sale and buying in extensions of Empire at a knock out where it is the sole bidder. How very agreeable for a Premier who is nothing if not Imperialist to find himself compelled by his motley followers to submit to this comic opera burlesque of Imperial grandeur! But we are not yet done with Sir E. Grey. He apparently felt that something had to be done to restore some appearance of dignity to his unfortunate situation, so he went on to secure it by saying that “if the terms of a settlement cannot be arranged between the Government and the Company, it will be necessary to consider what is the present position of the Company with reference to its Charter and the duties which that Charter involves.” This is unmistakably intended as a threat, however difficult it may be to make out its precise

meaning. It would really seem that the Company must proceed with its Dutch auction without delay, otherwise whatever mysterious powers the Government may possess will be employed for the acquisition of its property at prairie value without any formality whatever. It was understood that the Charter in no way bound the Company to occupy or administer Uganda. That was extra work undertaken in order to satisfy a public demand which was very clamorously pushed at the time. The German Government was energetically acquiring territory, the Imperial Government was too poor or too timorous to do the same, and this commercial Company was implored to do something to save a slice of Eastern Africa from the enterprise of rival powers. Since the administration of Uganda was taken over, the Company, as we understand the matter, has been informed that there is no room between Uganda and the sea for two administrative authorities. In other words, the Government, if it means anything at all, means that the Company shall relinquish the administrative duties imposed by its Charter and confine itself to commerce. Now, again, it would seem that the non-fulfilment of administrative duties is to be used as a means to put pressure upon the Company to part with its commercial property for whatever sum the Government may think low enough to escape the censure of Mr. Storey.

‘The real meaning of all this miserable evasion of national duties and responsibilities of course is perfectly clear. The Government began with some kind of intention to push Imperial interests, and with the aid of the Opposition Lord Rosebery at first gained some advantage

over his Little England supporters. But these gentlemen have put the screw upon him with ever increasing severity, and he has, it would seem, practically ceased to strive for the policy in which he believes. Their object is not disguised. They want to ruin the Uganda Protectorate altogether, and they are vindictive enough to punish the Company by any means, and to any extent, for having been the means of making that addition to the Empire. The Government, clinging to office without real power, can neither hold Uganda to any purpose nor leave it alone, and are driven to the miserable shifts and subterfuges which we have just been examining.'

This unmistakable expression of opinion produced an immediate effect. To the *Times* the Company, as well as the country, owes it that an end was brought to a state of things mischievous to the interests of both, a state of things which might have continued much longer had not an influence more powerful than the sense of public duty or of private justice been applied to the official mind. The Government now formulated and proposed to the Company terms of settlement. On 14th November a Foreign Office letter set forth the views entertained of the Company's claims and property, and the equivalent to be paid for them. There were two separate questions, the rights of the Company under its concession from the Sultan of Zanzibar, and those acquired in the interior under the Charter. It had been the object of the Foreign Office in June and July to lead the Company into a separate negotiation with the Sultan for the surrender of the former, but the Directors refused to be committed to a course that might have had the result of rendering it

impossible afterwards to secure compensation in respect of the charter territory. They insisted on the Company's rights and interests 'in East Africa' being the basis of negotiation. The point was yielded now, not willingly nor graciously, and, what with the invasion of the chartered territory from Kikuyu to Uganda already carried out, and the depreciative estimate adopted respecting the remainder, the greater part of the Company's claim to consideration was at once wiped out. The right of valuation was asserted and exercised by the purchaser, and the claim of the Company on account of its expenditure and services at an important crisis in securing and occupying on behalf of the nation the Nile sources and Uganda, and the hundreds of miles of territory between Uganda and Kikuyu, was absolutely excluded from the bargain as a claim which her Majesty's Government refused to recognise. The utmost to which they would go in considering the right of the Company to be compensated for its work in the interior, was to the extent of admitting that while other similar bodies enjoyed sources of revenue and profit from their territories, this Company had had none. It had been all expenditure and no income. Generously acknowledging this fact, her Majesty's Government reached the conclusion 'that they would be justified in recommending to Parliament a grant to the Company of a sum of £50,000 on their relinquishing the Charter.'

It was, indeed, admitted as grounds for this decision, that 'the Company were the pioneer and through whose agency British influence was extended to the Lake District, and by their means the condition of the native in-

habitants has been improved, and the slave trade has been suppressed, in the territories administered by them. Moreover, the maintenance of posts at Machakos and Fort Smith, where useful and effective control has been exercised by the Agents of the Company, materially facilitates the work which has been undertaken by her Majesty's Government in Uganda.' For all of which, the sum of £50,000 was offered.

In regard to the Concession territory, estimating the present value of a surplus revenue of £4,000 in perpetuity, of the improvements made by the Company during seven years' tenancy, and of goodwill, it was decided to offer £150,000 for all this, leaving the Company its private property, with the exception of some 200 miles of land telegraph which was to be included in the offer.

The offer was to include 'Government property.' The Directors had already made known to the Foreign Office their idea that such a transfer as that now proposed would include 'Government property,' that is, all public property in buildings, lands, or otherwise, which had come to the Company with the Concession, as well as improvements made therein by the Company. This interpretation they accordingly put upon the offer, which was detailed in its specification of the private assets to be retained—namely, as before explained to them, all property acquired by the Company, by purchase or otherwise, apart from that conveyed with the Concession.

It took no less than three months' correspondence to clear up the ambiguities of the Government offer. First, it had to be ascertained that, if the offer should be accepted, the Company would be free to dispose of the consideration

money as it liked, and not be under obligation to expend it in commercial operations for the benefit of the territory. Secondly, that the Sultan should not hereafter have the power to appropriate any private property of the Company on the plea that it was wanted for public purposes. Thirdly, there was the question of the disposal of the assets. Lord Kimberley received a deputation of the Directors on 4th December. It was pointed out to his lordship that under the offer, as it stood, the Company on liquidation would suffer a heavy loss on account of the assets, which could only be realised in a limited market, the only buyer in fact being the new Administration, to which those assets were fully worth their cost price. It was therefore submitted that some arrangement should be sanctioned for transferring them on this basis. Lord Kimberley would give no definite answer on the question further than to say that such of the assets as were needed by the Zanzibar Government might, he thought, be taken over at a fair valuation. In other respects this interview possessed interest. Lord Kimberley laid it down that the Company's agency in the promotion of national interests, in the acquisition of Uganda against the competition of Germany, and in resisting encroachments in other directions, was 'incidental to the grant of the Charter, and the Government could not be held accountable for the sacrifices it entailed,' that the Company might reasonably have refused to undertake those operations, or before undertaking them, have required a guarantee of material aid from Government; and as no such aid was guaranteed, 'with themselves must be left the responsibility of their venture.' The Government regarded

the Company as having acted on its own initiative, and as naturally taking the consequences. Lord Kimberley could not hold out the expectation that the Government would consent to any material alteration in the terms of their offer. As regards independent arbitration, which the Directors proposed as a fair means of adjusting a settlement, Lord Kimberley replied that arbitration had been rejected by the Government, and not by himself only, as a means of settlement—even although, as Sir Arnold Kemball pointed out, arbitration had been agreed to by her Majesty's Government in reference to the recent claims of a French subject in East Africa. The alternative was suggested to Lord Kimberley of the offer being declined, and the Company deciding to continue its operations. As to this, little room was left for doubt as to the consequences. Lord Kimberley was too courteous to allow himself to say anything on this unpleasant topic, but the deputation knew what was meant.

On 31st December a letter was sent to the Company setting forth the views of the Foreign Office on the question of assets. Briefly, the term 'Government property' was now extended to comprehend not only what had already been recognised as such, but also any private property of the Company—roads, buildings, tramways, harbour works, even office fixtures and furniture—which had been used in connection with the business of public administration. Of the remainder (if there should be any remainder) the Sultan's Government would select what they wished, at a valuation, to an extent not exceeding £50,000. But, as the Directors pointed out, the foregoing definition practically included all the private

property of the Company — excepting its private lands—since no other business except that of administration had been carried on. The Foreign Office were reminded of the clear understanding on the point come to between the Directors and the Department before the offer of 14th November was made. The result of all this correspondence was that, when the offer was submitted to the shareholders at a special meeting on 21st January 1895, the meeting by resolution declared itself ‘unable, from the information before it, to estimate the value of the proposals made by the Government,’ and the Directors were instructed to request a personal conference with representatives of the Foreign Office for the purpose of coming to an understanding. Once again, its sense of fair dealing and public decency moved the *Times* to speak out, with dignity and effect. Few people, its leading article stated on 22nd January, ‘will read the account of the proceedings at the meeting yesterday without feeling that the conduct of her Majesty’s Government is painfully wanting in the dignity and magnanimity that befit the representatives of a great nation. The actual difference between the two parties to the negotiation, although not inconsiderable from the point of view of shareholders trying to save what they can out of the wreck of their property, is absolutely paltry from that of a Government dealing not merely with commercial values, but with moral claims which honour forbids us to treat in the spirit of the huckster.’ After referring to the fact that the Company was willing to accept £200,000 in return for an expenditure of £450,000 ‘on the security of a Royal Charter, and on the instigation

of the Press and the official representatives of the country,' the *Times* dwelt on the dispute which now arose as to the distinction sought to be made by the Government between 'public' and 'private' assets apart from the properties belonging to the Concession. 'What it [the Foreign Office] maintains is in effect that everything in the shape of land, buildings, furniture, and so forth, which has been used for administrative purposes, shall be regarded as public assets for which no payment need be made. Having thus appropriated the whole apparatus of administration, it proposes to buy from the Company such portions of its private assets as may be thought useful to an amount not exceeding £50,000. There is an air of comparative liberality about this limiting figure, which unhappily disappears altogether upon examination. By far the larger portion of the Company's outlay of £150,000 has been upon things used in the work of administration. Indeed, the Company maintains that, under the Foreign Office interpretation, it could not claim to have any private assets at all, because everything was used for and by the administration. Even if the principle were not pushed quite so far, it is hard to imagine that any possible selection from the assets less obviously and exclusively used for administrative purposes could ever reach any sum at all approaching £50,000. It is to be remembered, besides, that when the Government has made its selection what remains must be worthless to the Company, because it is expected to clear out altogether. The Company holds, with very good show of reason, that public assets are only the things which it took over with its Concession, together with any improvements

and extensions it may have made ; whereas land bought and buildings erected and equipment provided out of its own funds are its private property, no matter for what purpose they were used. It has proposed that this question should be submitted to arbitration, but this eminently reasonable request has been peremptorily refused by Lord Kimberley. . . . There is probably not one thousand pounds' worth out of the £150,000 which could not be shown to come under the Government definition of public assets by reason of having been used for administrative purposes.' 'At best,' the *Times* added, 'this is a sorry piece of haggling to be carried on by the Government of this country with a Company which has secured, under pressure from the Government and from public opinion, our right of way to regions which otherwise would have been closed to us for ever. . . . It would have been far better for the Government to offer the £50,000 for the whole of the Company's assets, public or private, than to present itself to the world chaffering like a furniture broker over the details of a valuation. This Company has been doing national work of a kind which English adventurers have done before with the applause and thanks of their country. It may have made mistakes. We are not concerned either to admit or deny that it did. But whatever they may have been, it did a national work in difficult circumstances, and at a price, when all allowances have been made, certainly far smaller than we should have had to pay had the work been done by Government. It is a miserable spectacle that we show the world when we allow the animosities of a section of Lord Rosebery's supporters to hurry the country into this petty

bargaining over valuations. We venture to hope that, if a short way were offered out of the difficulty, it would be accepted by men of business who clearly see that with the Foreign Office in its present temper it is idle to carry on detailed negotiations.'

This forcible expression of the views of the *Times* brought to an end the 'haggling' over which three months had been wasted. Government did not give way at once to the full extent. They first conceded the Company's definition of assets, which it was agreed to purchase by valuation to the extent of £50,000, if so much should be required. They also mentioned, for the first time, as included in the bargain, a road 200 miles long from the coast to Kibwezi, 'constructed,' it was alleged, 'for public use by the generous action of the late Sir William and Lady Mackinnon.' This claim they subsequently abandoned, on its being made known that the road was the property of Sir W. Mackinnon's executors, and only leased from them by the Company. Finally, on 21st February, a letter was received from the Foreign Office stating that Lord Kimberley had decided to pay down £50,000 for all the assets, if the Company preferred this to the process of valuation.

- A special meeting of the shareholders was called for 27th March to consider the proposals as they now stood. The Directors decided to recommend the shareholders to accept the offer. They explained, at an informal meeting, on 7th March, the reasons which influenced them in coming to this decision. The prosecution of the Company's work had been rendered impossible through the line of action taken by her Majesty's Government, by the

disallowance of ordinary resources of administration, and the continuance of hampering disabilities. Every proposal of the Company during two and a half years had been ignored or postponed, to the paralysis of its work, the gradual exhaustion of capital, and the discrediting of its administration. For the assets there was no market save the one, and inadequate as the Government offer was felt to be, it was wisest to accept it as a whole. The services of the Company in acquiring and occupying Uganda were refused recognition; Lord Kimberley had said the Company must take the responsibility; and it was thus penalised by one Government for carrying out the policy of their predecessors and the expressed wishes of the nation. The shareholders were advised to accept the offer 'under circumstances that amount to *force majeure*, and as the lesser of two evils—the alternative being the hopeless prospect of prosecuting the work of the Company under the grievous disabilities imposed upon it, and in the face of such opposition and obstruction on the part of your own Government both at home and through the Sultan in Africa, as the Company has encountered at every turn in the past.'* Should the proposals be rejected, or arbitration (which had already been categorically refused) be again demanded, the shareholders would be left to go on with their enterprise under difficulties. They had no resources with which to continue the struggle with adverse forces and circumstances, and although, independently of any hostile action the Government might take in regard to the Charter, they could still hold the Concession territory, and develop it into a valuable property,

* Sir Arnold Kemball, at the meeting on 7th March.

the question was, were the shareholders prepared to come forward with a further £200,000 for this purpose? Without additional capital nothing could be done but spend what now remained in a wasteful and unequal contest.* There were angry and indignant protests, but, on consideration, the advice of the Directors was adopted, and on 27th March the following Resolution was passed:—

‘That, as arbitration in the whole case of the Company has been refused, the Directors be, and they are hereby, authorised to accept the proposals made to them by her Majesty’s Government for the surrender of this Company’s Charter and Concession, and for the sale and cession of its property, assets, and rights in East Africa (excepting therefrom its cash balance, debts due and accruing due, including all mortgage loans), for a sum of £250,000 in cash, subject to such modifications or alterations as the Directors may approve or agree with her Majesty’s Government, and that all necessary steps be taken for giving effect thereto.’

The adoption of this Resolution was however accompanied by a strong expression of feeling on the part of the shareholders regarding the refusal of Government to recognise any right to compensation for the Company’s expenditure in acquiring Uganda and the interior in the national interests. The feeling was intensified by the fact that in the cases of other cognate bodies—for example, the Royal Niger Company and the Hudson’s Bay Company—the principle of compensation for such services had been liberally recognised and admitted. At the meeting of 27th March a strong letter was read, addressed

* Mr. W. P. Alexander, meeting of 7th March.

to the Directors by Sir Edwyn S. Dawes and a number of other influential shareholders, recapitulating the claims of the Company in respect of its work in the interior, and requesting that these claims should be urged once more on the favourable consideration of the Government. The following Resolution embodied the feeling of the shareholders on the subject :—

‘ Resolved—That although the shareholders acquiesce, on the grounds of expediency, in the recommendation of the Directors to accept the Resolution just carried, rather than continue the inconvenience of a dual control in the Concession and chartered territories, they are still of opinion for the reasons set out in the accompanying letter, that the only fair mode of settlement would have been the submission of the whole question to impartial Assessors ; but having regard to the fact that the offer just accepted confessedly takes no account of the Company’s outlay in acquiring and holding Uganda, the shareholders beg that the Directors will continue to urge that, in all the circumstances attending the effective occupation of Uganda in the national interest, and the special reasons for withdrawal, there exists a strong moral claim for compensation. The shareholders beg that the Directors will continue to urge that claim on the attention of Ministers.’

The Directors carried out the mandate of the shareholders, and repeated, on 11th April, the application for a favourable consideration of the views of the second Resolution. On 18th April, the reply was received from the Foreign Office that, with regard to that Resolution, ‘ in which the Directors were requested to urge the claim of the Company to further compensation in connection

with the retention of Uganda,' 'her Majesty's Government cannot modify the terms accepted by the Company, which were finally offered by them after mature consideration of all the circumstances.'*

* See Blue Book Africa No. 4 (1895) for the correspondence on the subject of the settlement.

CHAPTER XXIII.

EXPLORATION AND DEVELOPMENT.

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 fell upon the Company. Another expedition which deserves special record was that of Mr. J. R. W. Pigott 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 ninety-two 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.*

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

* 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 stern-wheeler 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. Hopley, 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 stern-wheel steamer *Kenia* was transferred to the Juba, which river she ascended under the same officer to Bardera, a distance of about 400 miles.

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 portorage 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.

The important work known as the 'Mackinnon Road,' the excellence and value of which have been described in warm terms of eulogy by travellers and others who have passed over it, deserves special mention, as the undertaking which occupied the last interest of Sir William Mackinnon's life. The origin of this road was associated with another enterprise which, although not connected with the Company, was recommended to its interest alike by the personality and aims of its founders, and the benefits it was calculated to confer upon the Company's territory. This was the Scottish Industrial Mission at Kibwezi, a point about 200 miles from the coast on the route to Uganda. The mission was founded in April 1891 by the late Sir William and Lady Mackinnon, and some

of their relatives, the late Mr. A. L. Bruce, Sir Fowell Buxton, and others, who subscribed a sum of £10,000 for the purpose. The Mission was to be 'religious, educational, medical, and industrial,' on the lines of the well known Lovedale Mission of South Africa, and the Rev. Dr. Stewart undertook to organise and establish it. In September 1891, Dr. Stewart started from the coast to prospect for a site in the interior, and by May 1892 the Mission Station was established and in full working order at Kibwezi. As industrial training formed a chief object of this mission, it was the interest of the Company to give it every encouragement. A grant of 100 square miles of unoccupied land was made to the Mission. But the station was, besides, directly on the main route to the interior and Uganda, and could not fail to prove of great value as a resting place for caravans where food and medical attention were always procurable. The Directors, therefore, in December 1891, voted an appropriation of five thousand rupees for the commencement of a road to connect Kibwezi with Mombasa. This appropriation was immediately associated with the establishment of the Kibwezi Industrial Mission, but it formed part of a general scheme of road making, and had been preceded shortly before by a grant of double the amount for the construction of a road from the port of Melindi to a place called Jelori, where there is a station of the Church Missionary Society. The making of roads was a matter in which Sir William Mackinnon himself always took a special personal interest, and the new road from Kibwezi absorbed much of his attention. The work was entrusted to Mr. George Wilson, lately of the Com-

pany's service, and by universal testimony it was admirably done, and was constructed entirely with local native labour. So strong a hold did this undertaking have upon Sir William Mackinnon's interest in the closing days of his life, that he took upon himself the whole cost of its completion to the coast. He died before the work was finished, but Lady Mackinnon and Sir William's nephews carried his intentions out, and the 'Mackinnon Road' now spans 200 miles of the most difficult part of the country with a wide, smooth track, suitable for any description of wheeled traffic. The manner in which the road is appreciated is the highest testimony to the need which existed for it, and the excellent way in which the want has been supplied.*

But the idea of a railway to the Victoria Nyanza was

* 'On the 18th of January we struck into an excellent and well kept road some ten feet wide [afterwards widened to twelve feet through the whole distance] along which the men stepped out bravely. It led us for three or four miles through a lovely park-like country, over a clear, murmuring stream, to the station of the Scottish Industrial Mission at Kibwezi, about 200 miles from the coast. As we approached this Industrial Mission evidences of its work and beneficent influence were apparent on every side. Fields were being cultivated, the natives were at work, and, standing with confidence to see our caravan defile, shouted out cheery greetings to the men. At the Kibwezi Mission we were received with every possible kindness and hospitality, and a pleasant afternoon was spent in admiring the neatness of the gardens, the grass-built houses, the well kept turf intersected by walks and hedges, and in noting with pleasure the trust and goodwill shown by the natives of the neighbouring villages. Although the Industrial Mission had only recently been established in the country—scarcely a year before—the progress it had made in the affections of the people and the general good it had already affected in the neighbourhood were really remarkable.'—*Sir Gerald Portal* : 'Mission to Uganda.'

associated with the earliest conception of the Company, as Lord Granville mentioned in the dispatch 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 sixty-five 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 require-

ments 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, while at the same time sacrificing the present to the future by burdening the country with a slow and costly system of transport to Uganda at an expense probably exceeding that of the postponed railway guarantee. 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 eighty 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 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 was 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 (Mr. W. W. A. FitzGerald)

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 easily obtainable. The climate and soil are so favourable to native Indians that the Directors 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.

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

Whether considering the beautiful and fertile highlands of the interior as a field for colonisation, or the coast lands as one for agricultural development, the meteorological

* Mr. FitzGerald summarised his Reports in an interesting and valuable lecture at the Imperial Institute on 29th January 1894.

conditions deserve attention, and these, for a region of Equatorial Africa, are in some respects remarkable. The coast is subject to two rainy seasons, the south-west monsoons which culminate in April or May, and the north-east, from October to November or December. The former are called the 'greater,' and the latter the 'lesser' rains. What are called 'after rains,' in July, occur in Zanzibar and Uganda, but are not prevalent on the coast. There are no months in the year in which occasional showers may not be expected. The rainfall on the coast is variable, but averages from fifty-one inches at Mombasa to thirty-seven at Lamu, and eleven further north at Kismayu. The number of rainy days at Mombasa ranges from seventy-two to 164 in the year. In the highlands of the interior the mean annual rainfall is estimated at forty-seven inches (Machakos) and forty-three inches (Fort Smith, Kikuyu). The mean annual temperature at the coast varies from 78° to 82°, the coolest month (June, July, or August) having a mean of 74° to 76°, the hottest from 81° to 86°. The mean temperature at Machakos (300 miles inland) is only 65°, and at Kikuyu it is still less, but the daily range is considerable, being about 20°, or nearly double that of Greenwich. These stations are situated about 6,000 feet above the sea level.*

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

* See Appendix No. 17.—*Report on Meteorological Observations* by E. G. Ravenstein, F.R.Met.Soc.

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,

* In 1873 Sir John Kirk extracted a Decree from the Sultan of Zanzibar declaring illegal the further export of slaves from the mainland 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

though in varied degrees of oppressiveness, throughout the more or less primitive and uncivilised tribes and communities of the interior.

On the mainland the number of 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 274 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 twenty-five 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 925 slaves have been freed in special cases by order of the Company, 175 have been freed by their owners, and 293 have

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 proprietary rights as have been acquired under the connivance referred to, by an act of general emancipation without compensation. See Appendix No. 18.

obtained freedom under the Decree of 1st August 1890, in consequence of their owners dying without lawful children.* The total number who have thus obtained freedom during the Company's administration is 3089.

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.

* Article 4 of the Decree of 1st August 1890. The various decrees, etc., relating to slavery and the slave trade may be seen in Appendix No. 18.

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 Mahomedan 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 has been 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.

All who are conversant with the conditions of trade and travel in East Africa are aware that if this trade and travel are to be possible in the near future, and the work of administration is to be unhampered by the present disabilities, the extinction of slavery 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, and giving a stimulus to free labour, which will become more plentiful on the cessation of inter-tribal raids for the purpose of converting human beings into beasts of burden and objects of barter.

CHAPTER XXIV.

THE TRIBES OF EAST AFRICA.

In this chapter some particulars, taken from the Reports of the Company's officers, will be given regarding the aboriginal tribes. Such peoples as the Waganda and Masai are elsewhere referred to and are sufficiently known from other sources; but with respect to other tribes in the interior, almost wholly unknown to Europeans before the Company's time, many observations have been made which may be of interest and value.

Mr. Pigott's successful expedition up the Tana in 1889 brought to our knowledge a region previously unexplored, and it was followed in 1891 by the expedition commanded by Captain F. G. Dundas, R.N., who navigated the river for about 300 miles from the sea with the stern-wheel steamer *Kenia*. From the coast to Mount Kenia the party came in contact with a variety of distinct tribes, and the late Mr. R. M. Bird-Thompson, one of the Officers of the Company, who was already well acquainted with the Lower Tana country, furnished an interesting account of them. The Lower Tana is inhabited principally by the Wa-Pokomo,* a tribe who sub-

* The prefix "Wa" is the plural, and "M" the singular, denoting membership of a tribe—e.g., *Wa-Kamba*, the people of Ukamba (or

sist by cultivation. The banks of the river being low, the country on both sides is annually inundated, and the river thus acts as a liberal fertiliser. The crops generally cultivated are rice (for the growth of which the district is peculiarly adapted), millet, Indian corn, beans, and potatoes. Higher up, sugar cane is raised in great quantities, as well as honey and tobacco. The Pokomos, however, cultivate only sufficient to supply their own wants, as they have always existed in a state of insecurity and fear on account of the raids of their more powerful neighbours, the Swahilis and Somalis. The former, whose depredations have been put an end to under British authority, were the inhabitants of Kau and Witu; the latter, who still raid, occupy the district between the Tana and Juba. The Swahilis of Kau (a town on the Osi, near the Tana and close to the sea on the borders of Witu) called all the Pokomos as far up as Ndera their slaves, and took from them by force whatever they wanted. 'When a Swahili,' says Mr. Bird-Thompson's report, 'wants rice he goes to a Pokomo village, and sitting down by a hut, tells the Pokomo to cut him as much as he requires, and afterwards makes him row him back to his home.' The Pokomos of the Lower Tana had no idea of offering resistance to such high handed freebooting, having been accustomed to it for generations. They looked upon it as 'fate.' The Swahili raider for rice would also, if he chanced to see

Ukambani), *Mkamba*, an individual of the same people. The prefix "Ki," it may be added, denotes the language, as, Kiswahili, Kikamba, Kiganda, etc., the dialects of the Swahilis (coast people), of Ukamba, of Uganda, etc.

desirable specimens, take a woman or a man away to sell at the coast. The Gallas, from the interior, preyed upon the Pokomos in like manner, employing the spear instead of the gun to enforce their requisitions. Under such conditions industry was paralysed, and a fertile soil was cultivated only to the extent of actual needs. The Pokomos do not carry loads, but are expert boatmen. Their villages are built on the banks of the river, the huts being bee-hive shape, with raised floors on account of the periodical floods. They are skilful hunters of the hippopotamus and crocodile, which they kill with spears. As to their character, they are described as a 'gentle, kindly people, always ready to do anything, if properly treated, and very truthful and honest if left to themselves.' A Pokomo has no concubines, and only one wife, from whom he can be separated only by death. On the death of the husband his brother is obliged to support the widow until she remarries.

Above Ndera the country is much more wooded, and this is a great canoe manufacturing district. India-rubber and wild coffee are plentiful, but the people know nothing about the cultivation of either. The district is inhabited by Pokomos also, who are armed with bows and arrows, and whose great terror is the raiding Somali. They are great consumers of snuff, do not smoke, and instead of eating their honey make from it an intoxicating drink, to the use of which they are greatly addicted. A whole village will sometimes be seen drunk, 'not a single sober man in it.' This condition generally ensues after a good bargain for their ivory. Though all the country here is admirably adapted for cattle, neither Pokomos nor Gallas dare to

keep them on account of the Somalis. An interesting tribe met with near Kinakombe is the Waboni, a race of hunters, who acknowledge the Gallas as their masters, somewhat as the Wandorobo acknowledge the Masai further in the interior. The Waboni are 'a slight, wiry looking people, with rather woolly hair, and of a darkish copper colour, though by no means bad looking, having little or none of the negro type of feature about them.' Their Galla origin accounts for this fact. They are nomadic, following the movements of the game. Their weapons are bows and poisoned arrows; the poison is very deadly, as a buffalo will drop within a few hundred yards of the place where he receives his wound. Each hunter puts an identifying mark on his arrow head, which remains buried in the flesh, the shaft dropping off. Therefore, when a hunter finds a dead elephant, he extracts the arrow head to discover the owner, whom he notifies of his prize, their code of honour in these matters being very binding. One tusk from each elephant slain by the Waboni is paid as customary tribute to the nearest Galla chief, the other being left to the hunter for himself. They have no tradition of their origin, but the Gallas say that when the Waboni first came to their country they were unwilling to fight when required, and bows and arrows were then given to them 'and they were told that henceforth their business would be to hunt elephants and give half the ivory they obtained to the chief Galla of the district.' To this they agreed and consented on those terms to be considered as slaves. A tribe called the Wasania occupy the river banks above Kidori; these appear to be the same people as the Waboni, resembling them in habits and

appearance and their subjection to the Gallas. If one wants to marry he must buy the permission of the nearest Galla chief with one tusk of ivory, and afterwards buy his wife from her father with another tusk. A pot of honey and some tobacco are given to the woman, who is then merely told that she is the man's wife. There is no further ceremony.

The Gallas are masters of the Pokomos, and are themselves in no small dread of the Wakamba and Somalis on either side of them. Perhaps there is not a more interesting race of people in Africa, nor one possessing higher natural qualities. The Gallas met with on the Tana are only a branch of the great race, of which the Boran Gallas further north are the most powerful tribe. On the Tana they do not themselves till the soil, but attend to the cattle; the work of cultivation is generally done by slaves. The Gallas, as is well known, possess some tradition of Christianity or Deism, and the superiority of their race has asserted itself from Abyssinia to the great Lakes forming the head waters of the Nile. The Barareta Gallas, in the Tana regions, have not been fortunate. Years ago they came down like a torrent from the north, carrying all before them, until the fierce Somalis from the coast broke their power and drove them back from the sea against the spears of the equally fierce Wakamba. Since then they have never recovered their power, but their distinctive character remains. They are described as a tall, slight, and very handsome race, with finely cut features, hair rather coarse, and slightly curly but not at all woolly. As a rule they are a melancholy and gloomy people, addicted to brooding over their past greatness. They

ascribe the loss of their former station to their own fault, and their account of themselves, whether allegory or tradition, is peculiarly interesting. 'They were the first people created (a man and a woman), and God (Mungu) gave them a book in which all His orders were written and told them as long as these were obeyed they would be the first and greatest people on the earth. For a long time they carefully preserved the book and carried out the orders, and became a great and powerful race, until at length getting tired of living according to rule, they became careless of the book and left it lying about. One day an ox passing and seeing the book lying by itself outside the hut, swallowed it, and from that day their power gradually declined. Hence their custom whenever an ox dies, or is killed, of carefully examining its stomach for any traces of the lost book. If they could once more obtain it, they would again become the first race on earth.' Amongst these Tana Gallas a maiden has not the privilege, as amongst the greater Borans, of refusing a suitor. Their marriage customs are much the same as those of the Wasania and Waboni. If a woman's first child is a female it is left in the woods to die. When a man dies he is buried close to his cattle shed, as this is regarded as the place of honour. Their food is chiefly flesh and milk. They are great tobacco chewers, and make an intoxicating drink from their honey. They are said to be very treacherous.

Leaving the Galla district above the head of navigation the next tribe is one called the Wathaka (erroneously called by Dr. Peters Wadsagga) who occupy a highly fertile country growing millet, beans, Indian corn, castor

seed, tobacco, and other products. The people are great smokers, honey is very plentiful (nearly all the large trees having the drum-shaped hives suspended from them for the wild bees to build in), and they manufacture their intoxicating drinks from honey and millet. They are dark brown, with little of the negro type, and very active; their arms consist of bow and arrows, long dagger or sword, one or two clubs, and a large oval shaped shield, and they are ruled by a hereditary chief. They are friendly but timid and suspicious, and have plenty of ivory for sale. The Wambehe tribe, higher up the river, appear like the Wathaka to be a branch of the Kikuyu race, south and west of Mount Kenia. They are very friendly, and sold food in abundance to the strangers for cloth. When a man dies his brother and sister carry him to the wood and leave him there without burial; his wife is married by his brother, who also inherits his property and children. They worship a god whom they call Matu, and who they say lives in the clouds. In methods of cultivation and other customs the Wambehe resemble the Wathaka. The next region on the way to Mount Kenia is part of the Kikuyu country proper, and the description given of it by the Report is worth noting. 'The Kikuyu country is a succession of hills and valleys, but the most rich and fertile land we have yet seen and plentifully supplied with water; it is also densely populated. The whole place is one vivid green; short green turf like that at home is to be seen all round the villages; the plantations are like market gardens, so well are they kept, whilst every now and then we came upon an uncultivated spot, just like an English common, covered with

common brake fern. The streams which run through all the valleys are bordered with white clover, and here and there a patch of meadow sweet.' The country is highly cultivated. The people wear skins to some extent, and are said to be all more or less drunkards. The Wakikuyu were slow at first in bringing the strangers food. Like the Latuka chief who was unable to comprehend what object Sir Samuel Baker could have in going so far to look at the Albert Nyanza, these Kikuyu people, says Mr. Bird-Thompson, 'couldn't understand that we had simply come there in order to reach Kenia.' They are most accomplished thieves.

On 29th September 1891, after a difficult march through thick forest and over steep ravines, the party reached an elevation of more than 9,000 feet, on the rugged south side of Mount Kenia. It was very cold and there was a splendid view of the snow peaks; for the first time they 'realised the enormous size of the mountain—it seemed to fill up the whole country, stretching away on all sides as far as the eye could reach.' Between them and the peak was a succession of ravines and dense woods, the ridges sweeping round the mountain in spiral fashion from west to east, and making the ascent from this side apparently almost impracticable. From the northern side it is much easier, and the mountain is relatively lower. On their return journey through the Kikuyu country, the people brought them 'a stranger to see, who they said belonged to the Waruguru tribe, who lived in caves on the other side of Kenia (probably the north side). This man was about six feet high, splendidly built, enormously muscular, with a heavy black beard, mous-

tache, and whiskers, and chest, back and arms, very hairy. He treated the Wa-Kikuyu with the utmost contempt.' They could not gather much from this interesting representative of an unknown tribe, as no one knew his language, but it was understood from him that with a few companions he had come to this country 'for a walk,' and they were going back again to their own country in a few days.

In September 1893 Mr. William Astor Chanler, an enterprising American gentleman who has earned a distinguished reputation as an African explorer, penetrated into a hitherto unvisited and unknown region north of Mount Kenia. Here Mr. Chanler discovered a people who had never before beheld a European, and had only once or twice come in contact with even a native trader from the coast. They are called the Rendile and resemble, in a great degree, the Somali type. Mr. Chanler's Somalis could easily make themselves understood with these people, and many words in both languages are the same. The Rendile have no tradition of their origin, but in the opinion of Mr. Chanler they are descended from the Somalis—an opinion which would seem to be corroborated by a Somali tradition that one or more of their tribes were lost long ago. Not only much of the Rendile language, but their customs, weapons, utensils, and way of life are similar to those of the Somalis at the coast, several hundreds of miles distant. There is no intercourse whatever between the Somali country and this remote region. The Rendile possess great numbers of camels, sheep, and goats, as well as some hundreds of horses which they have bought from the neighbouring Boran

Gallas. They are not as a rule a warlike race, but have to do a good deal of fighting of necessity, as their wealth forms an allurements to other predatory tribes. They differ from the Somalis in breaking out the two lower front teeth, like the Masai and others. Mr. Chanler noticed a peculiarity about the eyes of the Rendile; nearly all the members of the tribe that he saw had a distinct blue or grey rim about their pupils. In some this was more marked than in others, but very few were without it. The Rendile at present are settled on the Guaso Nyiro, a river whose geography Mr. Chanler's explorations have done much to determine, as well as that of the surrounding country.

As reference had been made to the Boran Gallas, it may be of interest to add here such particulars as are known of this people, as they will doubtless, in the future, form an important element in the British sphere of influence. Their country has never yet been penetrated by Europeans, and the information regarding them which we possess is derived mostly from native reports collected by the Missionary, Mr. Wakefield.* The Gallas, between whose territory and the sea the Somalis have, as described in a former chapter, intruded themselves, are an entirely different race from the negroes, occupying a very large tract of country, and have been estimated to number sixty tribes, with a population of from six to eight millions. By far the largest and most powerful of these tribes is that of the Borans, covering the whole of the country between Lake

* See Proceedings of Royal Geographical Society, May 1884, Paper by Mr. E. G. Ravenstein.

Rudolph and the River Juba. From a physical point of view the Gallas take a high rank, being generally tall and well formed, and surpassing the average negro very considerably in intelligence. They are a warlike nomadic race, and are distinguished from other African races by the exceptional freedom and respect which their women enjoy, girls having the privilege of saying 'No' to a matrimonial suitor, and monogamy being the rule. A Galla sometimes retains female captives but would disdain to marry one, and more frequently gives them away to his Somali neighbours towards the coast. The position occupied by women is in itself a distinct mark of the superiority of the Gallas. Their political organisation is patriarchal. The Boran Gallas are ruled by a king, who, however, is never seen by coast people, but is reported to be hospitable to strangers and very desirous of finding an outlet to the sea for the trade of his country. The Southern Gallas are generally described as heathen, but they profess faith in a Waka, or Supreme Being, their idea of whom is very similar to that of the Deity entertained by civilised nations. At the coast they are spoken of as Christians, and a saying is ascribed to them 'Our brothers (Christians) are white and live on the sea.' 'The more I learn of the Boran and Rendile Gallas,' Mr. R. T. Simons wrote in a Report on these people in September 1891, 'the more I am convinced that they are the people spoken of by Krapf in 1849 as the "still surviving Christian remnants at the Equator of whom I heard in Shoa;" and it is a curious fact that every Somali girl from the interior, whose mother or grandmother was a Boran woman captured by the Somalis, wears as an ornament a

white round shell or stone, having a black leather cross upon it.' The Borans are divided into two sections, called Ya and Yul, the former occupying the North-West and being purely pastoral, and the latter pastoral and agricultural.

As to the commercial value of the Galla country we are indebted for what we at present know to the partial explorations of Mr. Wakefield and one or two others, and the accounts of coast traders who have visited and resided in the country. From this information Mr. Wakefield traced the Juba from Konso (to the south of Kaffa) to the towns of Logh and Bardera; below this latter town the river is called by the natives Webbi Gananeh, Juba being the name given to it by the Arabs. Konso is inhabited by half-breed Gallas, who excel as agriculturists and as weavers of cotton cloths, the products of their looms being exported to great distances. The trade of the Boran country is tapped at present by three routes from the coast (exclusive of occasional caravans to the distant port of Berbera, opposite Aden). The first is from Magadisho to Logh, the second from Brava to Bardera and Logh, and the third by the Juba itself from Kismayu. These routes pass through the country of the Somalis, who, as already explained, hold a monopoly of the trade as middlemen. To Logh and Bardera the Boran Gallas bring camels, asses, hides, ivory, coffee berries, nitrate of soda, etc., which they exchange for copper, iron, cloth, etc.

The trade, however, is said to bear no proportion to that which would follow from a free way to the coast, and this fact lends great value to the future of the port of Kismayu. The produce of the Galla country which is at present without an outlet, is known

to consist of large quantities of ivory, as well as horses (the Gallas are fine horsemen), ponies, cattle, sheep, goats, donkeys, camels, coffee, hides, skins, glue, gum, India-rubber and barley. At a place called Jan Jan, in the Boran country, white, red, dark red, and green stones are reported to be obtainable; but no one seems to know their value. Gold is reported to exist up the Juba in the form of dust, and the same precious metal is also said by the people to be found in a mountain a day's journey from Bardera. From other accounts it is not unlikely that gold will be found in the region of Lake Rudolph. The river Juba was explored in 1865 by Baron Von der Decken, who was killed at Bardera, and the Company's steamer *Kenia*, under the command of Captain Dundas, R.N., successfully and peacefully navigated the river to the same place.

The district of Kikuyu, already mentioned as lying to the south and west of Mount Kenia, is inhabited by a very industrious but exceedingly intractable tribe of whom we have an interesting account from Mr. Francis G. Hall, the Company's superintendent at Fort Smith in that district. Mr. Hall describes the country as about 100 miles in length and fifteen to eighteen miles in breadth, encircled by a dense belt of forest, which affords effective protection to the people from their enemies. The elevation of the country varies from 6,000 to 7,200 feet, and the country consists of a number of spurs with narrow valleys, through which run beautiful streams of clear water. With the exception of small patches of excellent grass, which are kept for grazing purposes, and a few small swamps, every available piece of ground is under

cultivation, and the district might be described as one vast garden. The general aspect of the country is decidedly picturesque. The climate is temperate and equable and admirably adapted to Europeans, the sun being tempered by the north-east breeze and the nights being invariably cold. White frosts occur occasionally in the months of June, July, and August. The mean temperature in the shade during ten months of 1893, recorded by Mr. Hall, was about sixty-five degrees, and the rainfall fifty-two inches. The soil is exceedingly fertile and yields remarkably good crops of maize, millet, and other corn, different kinds of beans, sweet potatoes, yams, bananas, sugar cane, and tobacco. Large supplies of grain are obtainable throughout the year, and in this respect alone the district is of immense importance to caravans proceeding to Uganda. 'This supply,' says Mr. Hall, 'is occasionally interrupted by fits of obstinacy on the part of the natives, who, for apparently no reason, will not only refuse to supply food, but also make hostile demonstrations against the trading party.' However, things have improved greatly under Mr. Hall's administration, and though the natives are said to be too treacherous to be trusted to any extent, a large and increasing number in the vicinity of the station are loyal to the European, and can generally be depended upon for supplies. Mr. Hall has also induced them to take service as caravan porters, and they do this work with regularity and fidelity, a fact which marks a great advance in the influence acquired over them.

The Wakikuyu have cleared their country of forest by their own exertions, and continue to extend this opera-

tion. The men are not well built, but are very wiry and of great powers of endurance, as Mr. Hall instances by the fact that his messengers run to Machakos and back, a distance of ninety-four miles, in thirty-six hours, and after a night's rest apparently feel no ill effects. They are of a cunning, distrustful, and treacherous nature, accustomed to look upon strangers as enemies, and have in past times proved very troublesome to caravans passing by their country. But the establishment of the Company's station in their midst has gradually removed this ill-feeling, and within a radius of fifteen miles the natives, though considerably divided amongst themselves, are well disposed towards Europeans. The men of the tribe do no work whatever, with the exception of those engaged in special trades such as blacksmiths, etc., and they never leave their villages unarmed. As a general rule each village has a chief of its own, independently of its neighbours, and quarrels are frequent and always settled by fighting. They have a very poor opinion of the value of human life, but though so quarrelsome they are by no means plucky, and prefer cunning to boldness in their warfare, in which their weapons are chiefly barbed poisoned arrows, as it is only on rare occasions that they come to sufficiently close quarters to use spears and shields. The women, who are fairly developed, though short of stature, do all the manual labour; they carry immense loads of produce or firewood on their backs, supported by a rein over their forehead, and appear to be working daily from morning to night all the year round. Owing to the large number of women captured from time to time from the Masai, who are taken as wives by their

captors, the tribe is rapidly losing its individuality. As to the population, an estimate of 200,000 would be well within the mark. Dancing is the principal amusement of both sexes, and unlike most tribes their dance is not invariably accompanied by beer drinking. Large numbers will frequently assemble together about four p.m. and dance until sundown merely for the pleasure of it. The beer drinking dances are on a much larger scale and are often kept up far into the night.

The marriage ceremony is purely a business transaction. A certain number of goats or cattle are paid to the parents, and the daughter is handed over to the purchaser without her wishes being consulted in any way, and is frequently very ill treated. When a chief or headman dies his son takes possession of all his belongings, including wives and slaves, but he is allowed to purchase other wives should he wish to do so, a privilege not allowed amongst the neighbouring Masai. Only chiefs are entitled to the honour of burial, and their graves are carefully protected from the attacks of hyenas by piles of stones, thorns, etc.; in all other cases the body is left in the bushes. Altogether Mr. Hall's opinion is that little that is good can be said of the Wakikuyu, although those who have come under the influence of the Company's station have improved considerably. They obtain many slaves (women and children) from the Masai by raids and treachery, and a considerable trade in slaves was at one time carried on with Swahili and Arab caravans; but this, though not entirely stopped, has been materially checked, as well as the trade with the neighbouring Wakamba.

To the south and south-east of Kikuyu lies the extensive country of Ukamba or Ukambani. The Company's station in this country is Machakos, and the influence acquired over the inhabitants by Mr. John Ainsworth, and the work which he has done in the district have won for him the unqualified praise of every traveller who has passed the station. Mr. Ainsworth estimates the population at about one million souls, and describes them as an extremely industrious people. The country is eminently suitable for European agriculturists, being exceedingly fertile and temperate. From a very interesting report furnished by Mr. Ainsworth on the laws and customs of the Wa-Kamba, the following particulars are taken.

There is no paramount chief, the organisation being patriarchal and the general community being ruled in all matters of public concern by a council of the Wazee or Elders. The people live in villages or bomas surrounded by a thick thorn hedge and if possible sheltered by trees. Each village is governed by an Elder. The younger boys look after the goats and sheep in the shambas; the young men are employed hunting, looking after the cattle, or working for wages at the Company's station. There are very few idlers. The houses consist of a framework of sticks covered on the outside with grass. The sleeping places are three or four feet off the floor close to the roof, and underneath these the goats, sheep and fowls congregate at night. Besides the living-houses there are also grain-houses or stores. The cooking arrangements are primitive but the food is good, consisting of butter-milk and potatoes, flour boiled with milk, various kinds of beans,

potatoes, etc., often varied with beef, mutton, goat flesh, fowls, or game. They either boil or roast their meat and the dessert consists of sugar cane, bananas, or honey.

For what may be called political purposes the Wa-Kamba are distinguished by divisions each managed by the Elders composing it. Matters concerning one or more divisions are brought before the Elders of the various divisions concerned, who, in council, endeavour to arrange the matters. If a peaceful settlement failed one division attacked another and fought it out, but in latter times by unanimous consent all matters of dispute are submitted to the decision of the Company's Agent at Machakos, who is the only supreme head of the whole people that is recognised. The distinction between real and personal property is very clearly marked. There is no individual property in land, the plantations belonging to the community collectively and each individual enjoys the use of a particular portion, the produce of which absolutely belongs to himself. This produce is the only personal estate recognised by law, but the surplus remaining over and above the necessary food supply is convertible into real estate by investment, that is by bartering it for trade goods with which real property can be acquired. Should the owner of an unsold surplus of food die, in the case of a woman the property goes to her child, or if there be no child to her husband or mother; should the deceased be a man the food is distributed among the people of the boma to which he belonged. Real or inheritable property consists of cattle, sheep, goats, donkeys, barter goods, wives and female children. The laws of succession are clearly defined. Primogeniture is the rule but it entails respon-

sibilities as well as rights. The principle of inheritance is that the heir assumes the family obligations as well as the property of the father. The heir in fact has to take towards the family the position of the father, whereby his sisters and younger brothers become in the eye of the law his own children and his father's wives his wives. This means that he has to assume towards the widows and children the duties of maintenance and provision incumbent on the head of the family. When the younger brothers want to get married the heir is obliged to provide them with cattle and goats to pay, according to custom, for one wife each, provided, of course, that the deceased father has left cattle and goats or other equivalent property. Should the deceased father have left no cattle, etc., then, if the family includes daughters, the cattle, etc., paid for these on their marriage are divided between the heir and his brothers in the proportion of two-thirds to the former and one third to the latter. It is in this way that female children come to be regarded as a valuable asset in the inheritance. A woman cannot inherit, but she can acquire real estate. Should a man die leaving property but no sons, his daughters, as well as his wives, etc., are inherited by his eldest brother. Uncles or cousins on the male side count as brothers. When the heir is an infant at the death of the father the eldest brother takes the guardianship during the minority. On marrying and taking over his property the heir also assumes possession of his father's wives, including his own mother; for these he has to provide houses, or, if it is their wish, he can transfer them to the male relatives of his late father, and thus divest

himself of further responsibility. The guardian or trustee is required by the law to render a strict account of his stewardship. The law decrees that every cow left by the deceased must be given up to the heir, and one calf for every two years that have elapsed must be accounted for. Every female child must be handed over, or, if they have been married, two cows must be accounted for in respect of each. Every wife left by the father must also be rendered up. In case of death, etc., of any of these assets ample evidence must be produced of the fact in order to relieve the trustee of his responsibility. The occasional failure of a trustee to account properly for the property intrusted to him gives rise to considerable trouble.

As the object of every man's ambition is to possess cattle and wives, the laws for the defence of property are correspondingly strict. Before the influence of the Company became established in the country there was naturally a great deal of thieving, and many sanguinary feuds followed from the thieving. Since the thieves began to find themselves caught and punished these depredations have become rare and 'blood feuds' are gradually disappearing. The great attraction to thieves being cattle, the fundamental principle of the law is that every man's house is his castle. Should a boma be entered by thieves the occupants are justified in killing the intruders; this, however, has usually resulted in 'blood feuds' to be fought out afterwards. When the thieves succeeded in taking away the cattle from a boma, it then became a matter for the Elders of the division to adjust by settlement or, failing

this, it was fought out between the parties concerned. When a peaceful settlement has been arrived at, all that is demanded by the party robbed is the restitution of the stolen cattle; fines are not inflicted, except for thefts of small things, such as cloth, etc.; might is, in fact, acknowledged to be right. The law on the subject of murder is precise for an aboriginal people, and it presents some points of interest, even to our own law-makers. The responsibility attached to the suppliers of intoxicating drinks, for example, could hardly fail to command the attention of a considerable party in this country. 'Should one man,' says Mr. Ainsworth, 'in his boma, or in the entrance, during the night, kill another who has no business there, the act is held to be justified. But should one man murder, or wound with intent to injure or murder, in any case but the one just mentioned or unless engaged in party fighting, then he is fined by the Wazee, and if he cannot pay, his relatives have to subscribe each so much. But should the same man be guilty of another murder then he is killed.' The verdict of the community is formally taken upon his guilt, and on sentence being pronounced by the Wazee the guilty party is at once set upon and beaten to death. The compensation value of a murdered man is from five to ten cows according to the judgment of the Wazee. A murdered woman is valued at two cows. There is no case known where a Ukamba woman has committed murder. Should a drunken man commit murder he is fined for the first offence just the same as a sober man; should he commit another murder when drunk, it is optional with the Wazee either to kill him or make the person who gave

him or sold him the liquor pay compensation; but should he commit a second murder while sober he is killed. A mad man (and there are a few in the country) committing murder is not held responsible; his relatives are held responsible—it is their duty to see that he is properly secured and guarded. No one in Ukambani can plead ignorance of the law, because from their childhood the consequences of offences are impressed upon children, and they are made acquainted with the course of the law in such matters. It may be added, as further illustrative of the views of these people, that a man convicted of rape is severely flogged—so severely as sometimes to be lamed for life; and after the flogging he has to pay one cow to the father, brother or husband. Should the same man commit a second offence he is treated exactly as a man who commits a second murder, that is, beaten to death. The treatment of women is generally a criterion of social advancement, and although, on account of the universal native custom of paying for wives, women are regarded by law as being, to this extent, property, the Wa-Kamba treat their women better than most native tribes. Women have no ‘rights,’ but girls while living with their parents and performing all the work required of them, are always treated with great kindness. When they have finished their work they can go to a dance, or for a visit to another boma; but they are seldom permitted to go alone, and a father or an elder brother will often sell his goats in order to be able to dress the sister or daughter well. ‘The social system of the Wa-Kamba,’ Mr. Ainsworth says, ‘places the woman in an inferior position to the man, but at

the same time she leads a happy life and is very contented, and in many ways she is perfectly free.' Very often betrothals are made in infancy, but when the girl reaches puberty she is not bound by such betrothal if the proposed husband does not please her. Nearly every young girl has a sweetheart, and parents place no obstacle in the way of a lovers' union in marriage if the young man is able to pay the required cattle, or makes arrangements to pay by instalments. If a man divorces his wife the children go with the mother, and the law gives him no further claim to them. A woman cannot get rid of her husband except by running away from him. A curious custom is that for a married man to meet his mother-in-law is considered 'very bad form'—for what reason it is difficult to say. A man may have as many wives as he can afford, the price of one varying from thirty to seventy-five goats (twenty-five goats being equal to a cow). The women in Ukambani do all the wood gathering, the cooking, and all the house work, and a share of the shamba work just like peasant women in Europe. Suicide is almost unknown. The Wa-Kamba are a singing race, and dancing is a favourite pastime. Mr. Ainsworth gives a curious description of their dances, a peculiarity of which is that the old ladies seem to dance as heartily, if not as gracefully, as the young ones.

The Masai, who inhabit the country west of Kikuyu and who have won such notoriety for marauding, have latterly fallen upon evil days and have ceased to be the terror they formerly were to the other tribes. The presence of European authority in the country inspired

them with awe from the first, and no party, however small, has been molested passing through their country, or obliged to pay the 'hongo' tribute, since the advent of the Company. The moral authority of European occupation has been of itself sufficient to inspire this respect. The steps taken to intercept their raiding routes have restricted their licence in other directions. Lastly, the epidemic which lately swept over the country and destroyed the cattle was a terrible blow to them, and reduced them to the verge of starvation. The Wa-Kikuyu, their old enemies, have seized every opportunity of attacking their kraals, and by force or fraud have made a practice of carrying off their women and children as slaves. Some of these they have retained for themselves, some they have bartered with coast traders, and some with the neighbouring Wakamba. The slave trade thus carried on, it has been the object of the persistent efforts of Mr. Ainsworth and Mr. Hall to suppress. Their action has met with marked success, especially in stopping the trade between Kikuyu and Ukambani. It would be impossible at present, and until the Wa-Kikuyu are more completely under control, to prevent the raiding and kidnapping of these people in the Masai country, but the liberation of their captives, when discovered, has lessened the profits of the business and so far discouraged it. Nor has this been the only measure taken with effect by Mr. Hall. Last year a party of the Masai came to him at Fort Smith and begged protection for their people. These were in the forest, in hourly danger of an attack from the Wa-Kikuyu, and Mr. Hall sent to have them brought in. Mr. Hall's men

actually found the Wa-Kikuyu assembled at the place ready for the attack—the usual method of which was to kill all the men and carry away the women and children—but a couple of shots dispersed them, and the Masai party, numbering between 400 and 500 souls, were brought in to the Company's station. These people, Mr. Hall stated, belonged to the Matambatu section of the tribe, and owing to a feud raging among the various sections of the Masai, and the treacherous attacks of the Wa-Kikuyu, they had suffered heavily, and wished to live under the European officer's protection. Mr. Hall settled them on some ground near the fort where they could cultivate, and although they were entirely destitute, and it was evident that help from the Company's stores would be needed for some time, these people quite understood that they were to live by their own labour, and gratefully settled down to work. The Wa-Kikuyu in the neighbourhood treated them in a very friendly way and supplied them with plenty of food. As Mr. Hall observes, had it not been for the protection thus promptly given them, 'these people would now be scattered through the district as slaves to the Wa-Kikuyu, and the men all killed, and the fact of their having come here under protection has had a distinctly depressing effect on the slaving propensities of the Wa-Kikuyu.'

A scheme conceived and successfully carried out by Mr. Ainsworth in the Ukambani country for policing the district and checking every attempt at slave trading, deserves special remark as illustrative of the remarkable influence acquired by this gentleman over the tribes of that region. This was the enrolment and organisa-

tion of a force of native volunteers, armed and drilled at Fort Machakos. The men eagerly joined, and after sufficient discipline were distributed in parties to take charge of outposts on the frontier whence hostile attacks, or slave parties, might be expected. Some were retained for police duty, and as a reserve, at head-quarters, and from these the regular mail runners to the coast were taken. The vigilance with which the outpost garrisons have performed their duties is deserving of all praise; by their means Mr. Ainsworth has the frontier securely in hand, and the most covert attempt at slave trading is at once detected by the outposts, and the traders and their captives brought in to the fort, where the former are punished by fines, and the latter are set free, and sent back to their own country if they wish to return.

In Ukambani, Mr. Ainsworth says, the difficulty of obtaining native labour is a thing of the past. 'I have only to send word that I want labourers and the young men swarm in to take up the work,' and they are better, smarter, cheaper, and more reliable labourers than coast men. The grain producing capacity of the country is practically unlimited, with hundreds of thousands of acres of fertile land unoccupied, 'thousands of willing hands ready to till and sow' if they are only afforded a market for their produce, and a climate exceedingly suitable for European residence. There is no limit, Mr. Ainsworth says, to the development of enterprise in the district by European planters, and with the capacities of an extensive region of fertile country, a willing population, and the application of capital, a great future appears to this well

qualified judge to lie before that part of East Africa as a corn and cattle producing region, wanting only a railway from the coast to stimulate its undoubted resources. From the accounts received concerning these countries from those who have had opportunities of observing them, it would not be rash to predict that, railway communication being provided, British East Africa at no distant date will, as a source of food supply alone, rank as one of the most important possessions of the Empire.

THE COMPANY'S SERVICE

THE following is a list of Europeans who have been engaged in the service of the Company. Of the Directors five died and two resigned during the seven years of the Company's existence. It will be noticed that the mortality in East Africa, from climatic diseases, was very small, and in nearly every case of the nine deaths which were due to illness, the origin was pronounced by the medical officers to have been not local, but constitutional, or the result of climatic illness contracted previously in other parts of Africa.

In connection with the European staff in East Africa an honourable place ought to be occupied by the name of the late Mr. E. N. Mackenzie, of Messrs. Smith, Mackenzie, and Co., Zanzibar, who rendered valuable services to the Company, prior to the date of the Charter, in negotiating numerous treaties in the interior, in virtue of which the Charter was granted. In this and other important work, in association with Mr. E. N. Mackenzie and his brother, Mr. George S. Mackenzie, the Company was much indebted to the assistance of General Sir Lloyd Mathews, whose services were kindly placed at the disposal of the Company by the late Sultans Seyyid Barghash and Seyyid Khalifa.

DIRECTORS.

- 1 SIR WILLIAM MACKINNON, BART., C.I.E. (*died*, 22nd June 1893).
- 2 LORD BRASSEY, K.C.B. (*retired*, 2nd October 1890).
- 3 FIELD-MARSHAL SIR DONALD M. STEWART, BART., G.C.B., G.C.S.I., C.I.E.
- 4 SIR THOMAS FOWELL BUXTON, BART.
- 5 SIR JOHN KIRK, G.C.M.G., K.C.B.
- 6 GENERAL SIR ARNOLD B. KEMBALL, K.C.B., K.C.S.I.
- 7 GENERAL SIR LEWIS PELLY, M.P., K.C.B., K.C.S.I. (*died*, 22nd April 1892).
- 8 MAJOR-GENERAL SIR FRANCIS W. DE WINTON, G.C.M.G., C.B. (*Appointed Administrator in East Africa*, 24th May 1890).
- 9 MR. W. BURDETT-COUTTS, M.P.
- 10 MR. ALEXANDER L. BRUCE (*died*, 27th November 1893).
- 11 SIR ROBERT PALMER HARDING (*died*, 22nd December 1893).
- 12 MR. GEORGE S. MACKENZIE.
- 13 MR. ROBERT RYRIE.
- 14 MR. JAMES F. HUTTON (*died*, 1st March 1890).
- 15 MR. JAMES M. HALL.
- 16 THE MARQUIS OF LORNE, K.T., G.C.M.G. (*retired*, 7th August 1893).
- 17 MR. WILLIAM PEDDIE ALEXANDER.
- 18 MR. WILLIAM HENRY BISHOP.
- 19 MR. WILLIAM F. LAWRENCE, M.P.

LONDON STAFF.

			<i>Date of Appointment</i>
1	MR. P. L. McDERMOTT	- -	1st August 1888
2	MR. FRED F. MACKENZIE	- -	1st November 1888
3	MR. A. H. VICKERS	- -	9th November 1888
4	MR. J. A. C. YOUNGER	- -	1st March 1889
5	MR. E. BRADBRIDGE	- -	1st March 1889
6	MISS FRANCES H. FERRAND	- -	1st November 1889
7	MR. F. H. CHEESWRIGHT	- -	14th November 1889
8	MR. J. T. WHYTE	- -	20th November 1889
9	MR. F. D' A. VINCENT	- -	21st November 1889
10	MR. H. S. MILBORROW	- -	12th May 1890
11	MR. A. B. READER	- -	8th September 1890
12	MR. T. D. PALIN	- -	8th September 1890
13	MR. C. H. CRAUFURD	- -	17th October 1890
14	MISS CHARLOTTE J. WOOD	- -	1st December 1890
15	MR. A. C. W. JENNER	- -	1st December 1890
16	MR. E. L. BENTLEY	- -	10th January 1891
17	MR. W. G. HAMILTON	- -	1st June 1891
18	MR. J. E. DALLEY	- -	15th June 1891
19	MR. A. J. STUART	- -	1st August 1891
20	MR. H. HALLETT	- -	1st December 1891
21	MR. E. HOWARD	- -	25th February 1893

STAFF IN AFRICA.

ADMINISTRATORS.

1	MR. GEORGE S. MACKENZIE	- - -	1888-1889
2	MR. J. W. BUCHANAN	- - -	1889
3	MR. GEORGE S. MACKENZIE	- - -	1889-1890

STAFF IN AFRICA. ADMINISTRATORS—continued.

4	SIR FRANCIS DE WINTON	-	-	-	1890-1891
5	MR. GEORGE S. MACKENZIE	-	-	-	1891
6	CAPTAIN H. B. MACKAY, R.E. (<i>Acting</i>)	-	-	-	1891
7	MR. J. R. W. PIGOTT (<i>Acting</i>)	-	-	-	1891
8	MR. ERNEST J. L. BERKELEY	-	-	-	1891-1892
9	MR. J. R. W. PIGOTT (<i>Acting</i>)	-	-	-	1892-1895

GENERAL AFRICA STAFF.

					<i>Date of Appointment</i>
1	AUBURN, GEORGE J.	-	-	-	1st September 1888
2	AINSWORTH, JOHN	-	-	-	26th October 1889
3	ANSTRUTHER, KEITH	-	-	-	10th March 1890
4	AVRON, B. C.	-	-	-	September 1890
5	ASTOOR, M.	-	-	-	7th February 1891
6	AGNEW, ARTHUR LE PAGE	-	-	-	19th October 1891
7	ALEXANDER, A.	-	-	-	2nd July 1891
8	BATEMAN, C. S. LATROBE	-	-	-	4th February 1889
9	BROWN, A. T.	-	-	-	12th October 1889
10	BAGGE, STEPHEN S.	-	-	-	9th May 1890
11	BROWN, ARCHIBALD	-	-	-	14th May 1890
12	BALLANCE, SERGEANT WILLIAM	-	-	-	19th June 1890
13	BUDD, LIEUTENANT N. A. H.	-	-	-	14th July 1890
14	BROWN, A. G. (<i>died</i> , 20th September 1890)	-	-	-	1st March 1890
15	BOYCE, JOSEPH	-	-	-	1st January 1889
16	BROWN, MATHEW	-	-	-	19th December 1890
17	BUCHANAN, FREDERICK	-	-	-	7th November 1890
18	BOUSFIELD, H. R.	-	-	-	January 1891
19	BRADBRIDGE E. (<i>Special Service</i> , 1891-1892)	-	-	-	8th June 1894

STAFF IN AFRICA. GENERAL AFRICA STAFF—continued.

		<i>Date of Appointment</i>
20	CRAUFURD, CLIFFORD H. - -	1st September 1888
21	CLARKE, H. T. - - -	29th August 1889
22	CROMPTON, G. G. - - -	31st December 1889
23	CATCHPOLE, E. - - -	20th March 1891
24	DICK, ANDREW - - -	10th October 1889
25	DOUGLAS, F. H. - - -	25th October 1889
26	DE WINTON, W. F. (<i>died</i> , 31st March 1892) - - -	21st May 1890
27	DUNDAS, CAPTAIN F. G. (R.N.)	14th January 1891
28	DE WINTON, J. M. - - -	1st July 1894
29	ESPIE, H. P. - - -	2nd July 1891
30	FOAKER, FRED. G. - - -	10th October 1889
31	FRASER, F. D. S. B. (<i>died</i> , 8th April 1890) - - -	26th October 1889
32	FUTTER, ROBERT (<i>died</i> , 4th December 1890) - - -	18th December 1889
33	FARRANT, ROBERT G. - - -	9th February 1891
34	FITZGERALD, W. W. A. - - -	6th June 1891
35	GEDGE, ERNEST - - -	13th September 1888
36	GORDON, STUART D. - - -	4th February 1889
37	GILKISON, T. T. - - -	12th June 1890
38	GRANT WILLIAM - - -	10th May 1890
39	GEMMILL, JOHN - - -	12th August 1890
40	GALBRAITH, F. W. - - -	25th October 1890
41	GIBSON, WALCOT - - -	7th April 1891
42	HOYSTED, JAMES R. - - -	29th August 1889
43	HUNT, HORACE J. - - -	2nd October 1889
44	HAMILTON, CLAUD - - -	15th October 1889
45	HOBLEY, C. W. - . -	8th March, 1890

STAFF IN AFRICA. GENERAL AFRICA STAFF—continued.

		<i>Date of Appointment</i>	
46	HOWARD FRANCIS - - -	29th May	1890
47	HEWITT, HARRY - - -	23rd August	1890
48	HONEYMAN, W. P. - - -	1st March	1890
49	HERRIOT, DR. S. - - -	6th November	1890
50	HOFFMAN, WM. - - -	December	1889
51	HUNTER, JOHN - - -	17th October	1890
52	HAMILTON, W. G. (<i>killed, 11th</i> August 1893) - - -	21st May	1891
53	HALL, FRANCIS G. - - -	7th April	1892
54	JACKSON, F. J. - - -	3rd October	1888
55	JEFFREYS, H. W. - - -	21st February	1890
56	JENNER, A. C. W. (Judicial Officer) - - -	3rd December	1890
57	KING, JAMES G. - - -	10th February	1891
58	LAST, J. T. - - -	16th August	1888
59	LEITH, G. C. - - -	22nd October	1889
60	LUGARD, CAPTAIN F. D. (D.S.O.)	2nd December	1889
61	LEMMI, R. G. M. - - -	28th November	1890
62	LINCOLN, J. H. - - -	January	1891
63	LANE, C. R. W. - - -	4th October	1894
64	MACKINNON, DR. A. D. - - -	1st September	1888
65	MACPHERSON, DR. J. S. - - -	12th February	1889
66	MARTIN, JAMES - - -	26th January	1889
67	MACDOUGALL, KENNETH - - -	13th February	1889
68	MACDONALD, DR. W. H. - - -	22nd October	1889
69	MACLENNAN, DON - - -	1st November	1889
70	MACKAY, CAPTAIN H. B. (<i>died,</i> 16th April 1891) - - -	31st May	1890
71	MACALLISTER, R. J. D. - - -	5th July	1890

STAFF IN AFRICA. GENERAL AFRICA STAFF—continued.

		<i>Date of Appointment</i>	
72	MACQUARIE, DUNCAN - - -	30th August	1890
73	MONRO, GEORGE - - -	29th November	1890
74	MACKENZIE, VICTOR H. L. (<i>died</i> , 30th September 1892) -	1st December	1890
75	MACLENNAN, DONALD - - -	19th December	1890
76	MOFFAT, DR. R. N. - - -	13th January	1891
77	NEUMANN, A. H. - - -	19th May	1890
78	NELSON, CAPTAIN R. H. (<i>died</i> , 26th December 1892) -	5th February	1892
79	PIGOTT, J. R. W. - - -	1st September	1888
80	POLLOK, COLONEL F. T. - - -	8th March	1889
81	POWELL, GEORGE (<i>died</i> , 29th June 1891) - - -	18th December	1889
82	POWELL, JAMES - - -	18th December	1889
83	PRYOR, ALLEN - - -	1st January	1891
84	PLUMMER, CAPTAIN T. C. B. -	1st March	1890
85	PEAT, ANGUS McLEOD - - -	2nd December	1890
86	PORDAGE, FREDERICK - - -	19th August	1890
87	PHILOWPOSKY, JAMES - - -	23rd December	1890
88	PURKISS, W. J. - - -	4th February	1891
89	PIDCOCK, CAPTAIN H. - - -	12th December	1892
90	POWER, G. E. - - -	12th October	1894
91	ROACH, W. L. - - -	24th December	1889
92	RYCE, PATRICK (<i>died</i> , 23rd May 1890) - - -	31st January	1890
93	ROGERS, CAPTAIN A. S. - - -	14th July	1890
94	RICHARDSON, E. - - -	March	1890
95	REMINGTON, T. E. C. - - -	29th November	1890
96	REDDIE, COLIN S. - - -	September	1890

THE COMPANY'S SERVICE

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STAFF IN AFRICA. GENERAL AFRICA STAFF—continued.

		<i>Date of Appointment</i>	
97	RAB, DR. T. M. (<i>died</i> , 29th August 1893)	- -	11th May 1891
98	RUSSELL, E. J. H.	- -	12th October 1894
99	SWAYNE, LIEUT. H. G. C. (R.E.)		13th September 1888
100	SIMONS, R. T.	- - -	8th February 1889
101	SMITH, J. BELL (<i>killed</i> , 10th September 1894)	- -	13th February 1889
102	SMITH, MAJOR A. F. ERIC	-	20th May 1890
103	SMITH, G. D.	- - -	1st December 1890
104	SCHIFF, ERNEST W.	- -	30th April 1892
105	TEED, T. M.	- . -	4th February 1889
106	THOMPSON, R. M. BIRD-	- - -	29th August 1889
107	TODD, J. ROSS	- - -	22nd November 1890
108	TRITTON, CAPTAIN J. W.-	- -	3rd July 1891
109	WILLIAMS, CAPTAIN W. H. (R.A.)	- - - -	22nd May 1890
110	WILKINSON, B. N.	- - -	30th August 1890
111	WILSON, GEORGE	- - -	January 1890
112	WILSON, D. J.	- - -	30th January 1890
113	WILSON, CAPTAIN W.	- -	May 1890
114	WILLIAMS, JAMES N.	- -	19th December 1890
115	WILSON, JOHN P.	- - -	20th December 1890
116	WEAVER, J. V.	- - -	January 1891
117	WISE, C.	- - -	October 1894

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 24th May 1887, and 9th October 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 product 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

collect dues on any vessels, goods, etc., arriving at or departing from such port or ports, etc., etc., subject in all cases to existing treaties between his Highness and foreign states.

This being the position in which the Sultan stood after he joined the Berlin Act and at the time he transferred his rights to the Company, let us examine what are the conditions imposed by the Berlin Act, modified in part as it now is by the provisions of the General Act of the Conference of Brussels, upon such Powers as join without reserve or withdraw these reserves as the Sultan has now done. This is necessary in order to appreciate fully the effect of the Sultan's withdrawal of his original reserves upon the position of the Company.

The Berlin Act embodies an international code of law applicable over a large part of Africa, technically termed the Conventional Basin of the Congo, and in which the dominions of Zanzibar might at any time, by the adherence of the sovereign, be included either wholly or in part—that is, with or without the reserve which he imposed, and which was fully accepted. Where no reserve exists—as must be the case in territories acquired by any of the signatory Powers after the ratification of the Act, in which case reserves are not permitted by the Act—the first general principle affecting fiscal matters is that there shall for a period of twenty years be no import duties established on goods introduced from without; secondly, that transit of all goods, whether for import or export, shall be free throughout the zone.

Underneath these two rules, and essential to the execution of the Act, is the general principle accepted by all

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 five 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 five 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

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.

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 articles, 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 24th, 1887.

For the British East African Association,

(Signed) E. N. MACKENZIE.

Zanzibar, May 24th, 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 25th, 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 in 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 aboved 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 stipend 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 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, water-works, 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 1880, 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, 9th October 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 1885, 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 water-works, 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 Founders' 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 hereinbefore 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 settle-

ment 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 £5,000, 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-Gen. 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., 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	5,000
Alexander L. Bruce	5,000
H. J. Younger	5,000
A. G. Schiff	10,000
Geo. W. Medley	10,000
D. Macneill	10,000

APPENDIX II.

475

J. Mackinnon	£5,000
W. Burdett-Coutts	10,000
C. Tennant	5,000
Ths. Fowell Buxton	10,000
Edwyn S. Dawes	5,000
George S. Mackenzie	5,000
W. H. Bishop	10,000
Richard Helme	5,000
P. C. Leckie	5,000
N. Macmichael	5,000
James H. Renton	5,000
R. Ryrie	5,000
Kinnaird	5,000
J. H. Puleston	5,000
A. Gordon	5,000
Walpole Greenwell	5,000
James F. Hutton	5,000
Duncan Mackinnon	5,000
D. M. Stewart	5,000
John Kirk	1,000
A. B. Kembal	1,000
Lewis Pelly	1,000
F. de Winton	1,000
Fredc. Holmwood	1,000
J. M. Hall	4,000

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, water-works, 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 endorsed 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.B., 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, and 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

promise alleged to have been made by the Sultan, and the 28th March 1888, the date of his death, there is not produced any document, or any written or verbal indication emanating from his Highness, showing or implying his consent to the proposal of the representative of the Witu Company.

Whereas, according to the reiterated assurances of the present Sultan, given both to the German Consul-General and to the English Consul-General, no trace of such acquiescence has been discovered either in the archives of the Sultanate or in the recollection of the employees, and though the written documents just above mentioned have been found, Sultan Seyyid Barghash's acknowledgment of receipt showed that at that date his Highness had decided nothing.

Whereas therefore, whatever sense one may attach to the words of Sultan Seyyid Barghash, proof of the opening of the negotiations only has been furnished; and as regards the engagement itself, although it is mentioned in the letter which the German Consul-General wrote to the Sultan on the 16th November 1888, and though it is referred to in the dispatch addressed by that official to his own Government after the audience of the 10th December 1887,—it must be a principle, in international as in all other affairs, and irrespective of any question of good faith, that one cannot create a title for one's self.

Whereas lastly, however worthy of confidence the Consular Agent may be, and putting his good faith absolutely out of the question, the words of Sultan Seyyid Barghash were spoken in Arabic and gathered and translated by a Dragoman, without it being possible to check the accuracy of such translation, and their interpretation was neither confirmed by the late Sultan nor acknowledged by his successor;

For these reasons :

We are of opinion that proof of the engagement said to have been contracted by Sultan Seyyid Barghash on the 10th December 1887, to lease the customs and the administration of the Island of Lamu to the German Witu Company, is not furnished with the proper sufficiency.

That consequently the said Company cannot found any preferential or prior right upon the declarations of the Sultan in the course of the interview which took place at that date.

Considering that it is necessary to examine whether the facts which have occurred since the accession of the present Sultan have not modified the soundness of these conclusions :

Whereas, according to the German Memorandum, Sultan Seyyid

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 or 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 entrusted, 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 Lamu 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 23th 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 an rightfully founded opposition.

Done at Brussels in duplicate.

17th August, 1889.

(Signed)

BARON LAMBERMONT.

APPENDIX No. 5.

AGREEMENT BETWEEN HIS HIGHNESS THE SULTAN OF ZAN- ZIBAR 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 Kismayu, 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 (Mahomedan 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 PATTA CONCESSION (Correspondence).

COLONEL EUAN-SMITH TO THE MARQUIS OF SALISBURY

(No. 133. Confidential. Ext. 76, 80, and 84.)

ZANZIBAR, *2nd April* 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 dispatch 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 dispatch 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 his 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.)

31st March 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.)

2nd April 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 in 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.)

2nd April 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 ten 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 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 Mackinnon and Signor Catalani in the presence of George S. Mackenzie.	W. MACKINNON.
	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 1st 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 Umbe 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 $6^{\circ} 10'$ 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 $6^{\circ} 20'$ 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 $9^{\circ} 8'$ 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 V. 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 do 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 Lloyds.

7. The rights of British fishermen with regard to anchorage in all weathers, to taking in provisions and water, to making repairs, to transhipment 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, 1st July 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 revival 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-

representative 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 representatives 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 18th 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 4th 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 *bonâ 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 Signature, 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. G. 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 garrison, 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, × (his mark) Kabaka of Uganda.

Witness.—I certify that the signature of Mwanganga was made in my presence, and was of his own free will.

(Signed) W. H. WILLIAMS, Captain Royal Artillery.

11th April 1892.

(Signed) KATHIRO APOLLO KAGWA, Katikiro of Uganda.
„ KIMBUGWE KAGO, Mugema. ('Kimbugwe' is
Sebwatu, late Pokino, now Sekibobo, tem-
porarily acting Kimbugwe.)

× Mark of SEBOA, Pokino (R. C.)

× 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, × (his mark).

I certify that the signature of Mwanganga above was made in my presence and was of his own free will.

(Signed) W. H. WILLIAMS, Captain Royal Artillery.

11th April 1892.

× Mark of SEBOA, Pokino (R. C.), present rank, late Sekibobo.

× 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.

Mark of MUEPI, Mujasi.

Name of ABDALLAH, Pokino.

Mark of SEKIRU, Mugema.

Mark of LUTALAH, Mutasa.

Name of ABDAL, Aziz.

Mark of WAMALA, Sekibobo.

Mark of KAMIA, Kimbugwe.

Mark of KAGO, Asmani.

I certify that these signatures or marks have been made in my presence by the principal Mahomedan 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 Mahomedans 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,
20th August 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 this 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, 25th August 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 FOREIGN OFFICE.

2, PALL MALL EAST, LONDON.

11th November 1891.

SIR,—I am directed to state, for the information of the Marquis of Salisbury, that in consequence of funds being to a certain extent provided from private sources for prolonging the occupation of Uganda until the 31st December 1892, the subjoined telegram was sent to Mombasa on the 2nd instant :—

‘Send by special messenger to proceed with all haste to Lugard, cancel former orders, maintain your position ; hope you will be able to secure large contributions from Mwanga. We will provide the necessary balance among friends.’

Toward the fund of £40,000, considered necessary for this purpose, there has been subscribed up to date £25,000. Another £5,000, which the Directors expected, is uncertain : £15,000 is therefore still required.—I have, etc.

(Signed) ERNEST L. BENTLEY,
Acting Secretary.

FOREIGN OFFICE TO IMPERIAL BRITISH EAST AFRICA COMPANY.

FOREIGN OFFICE, 16th November 1891.

SIR,—I am directed by the Marquis of Salisbury to acknowledge the receipt of your letter of the 11th instant, stating that a sum of £25,000 has been subscribed from private sources to enable the occupation of Uganda to be prolonged until the 31st December 1892; and I am to request that you will convey to your Directors the expression of the satisfaction with which his Lordship has heard of the liberal contributions that have been made for this important object.—I am, etc.,

(Signed) P. CURRIE.

IMPERIAL BRITISH EAST AFRICA COMPANY TO FOREIGN OFFICE.

2, PALL MALL EAST, LONDON,

25th May 1892.

SIR,—Adverting to Mr. McDermott's letter of the 20th August 1891, announcing the resolution of the Board of Directors to withdraw from Uganda, and to his subsequent letter of the 11th November 1891, intimating the circumstances under which their intention had been deferred, and a decision taken to authorise the continued stay of the Company's agents in the lake districts until the close of the present year, I am desired to state, for the information of the Marquis of Salisbury, that, owing to the excessive cost of transport and other consequent difficulties of communication with the interior of Africa

the time is held to have now arrived for giving notice to those immediately interested that, in conformity with its resolution of last year, forwarded to you on the 20th August, the Board has now instructed the Company's Administrator at Mombasa to make the necessary arrangements for the complete evacuation of Uganda by all the Company's employees on the 31st December next, the term up to which the Company had agreed with the friends of the Church Missionary Society and its own contributory friends to prolong the occupation.

The Court is therefore compelled to issue these instructions, a copy of which it is my duty to enclose, herewith, for Lord Salisbury's information.

Her Majesty's Government will doubtless remember that the Imperial British East Africa Company was in a large measure compelled by the exigencies of the situation in East Africa while the spheres of influence of rival countries were in dispute in the early part of the year 1890, and by national sentiment as expressed both in the press and through the Government, to lose no time in securing for Great Britain the regions of the interior, without possession of which the then small sphere assigned to British influence, including less than 150 miles of coast-line, would have been shorn of most of its potential value, and the markets of the interior lost to British commerce.

The Directors would emphatically but respectfully add that if even a moderate portion of the assistance granted by other Governments in the development of the territories assigned to them in Africa had been afforded to this Company for similar purposes, there would not now be any necessity for withdrawing the only evidence of British influence from Uganda and the lake districts.

They still cling to the hope that it may be in the power of her Majesty's Government to take such action as may avoid the very serious danger and national reproach that must accompany the retreat from regions which have been declared by European concert to be under British influence, and where so much has already been done by missionaries, as well as during the last two years by officers of the Company, to ensure stable government and secure the cessation of the internecine warfare which has been so largely promoted by the necessities of the traffic in slaves.—I have, etc.,

(Signed) W. MACKINNON, *President.*

IMPERIAL BRITISH EAST AFRICA COMPANY TO CAPTAIN LUGARD.
(Extract.) LONDON, 16th May 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, 26th May 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,
28th May, 1892.

SIR,—I have to acknowledge the receipt of Sir Philip Currie's dispatch 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 dispatch 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 necessaries 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,
10th August 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,
12th August 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, 30th September 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,

3rd October 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 pur-

pose. 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.)

31st October 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 of 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 31st 1892.

You are already apprised by telegraph of the resolution of th

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 ROSEBERY TO SIR G. PORTAL.

FOREIGN OFFICE, 10th December 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, 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, 24th December 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, 25th December 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.

WITHDRAWAL FROM WITU.

FOREIGN OFFICE TO COMPANY.

15th June 1893.

Sir,—I am directed by the Earl of Rosebery to acknowledge the receipt of your letters of the 18th and 24th ultimo, relating to the disbandment of the Indian police force, and to the desire of the Company to withdraw from the charge of the administration of the territory of Witu, which it assumed under the terms of its Charter by the agreement signed by Sir C. Euan-Smith and Mr. G. Mackenzie on the 5th March, 1891.

I am to observe that the two subjects are distinct. The Indian police force was not raised for service in Witu, but for general service in the territories administered by the Company. When Sir W. Mackinnon, the President of the Company, wrote to Sir Phillip Currie on the 21st December 1889, pressing for the assistance of the Foreign Office to obtain the assent of the Indian Government to the recruitment of men for this force, there was no question of Witu. The matter at issue was the enrolment, as the letter explained, of volunteers in the Punjaub for police purposes in East Africa, that is, throughout the whole sphere of the Company's administration, and it was particularly urged that, without a force, the Company could not effect the object which it desired, and which was pressingly urged on it by Mr. Stanley, of advancing to Victoria Nyanza. Witu was not at that time within the British sphere; it did not become so till long afterwards, many months after the period of service of the Indian police actually began.

The disbandment of the police force affects, therefore, the general question of the power of the Company to continue to provide for the preservation of public order in, or protection of, the territories under its administration, which it undertook under the 1st Article of its Charter, and must be treated from that point of view.

The question of the withdrawal from the administration of Witu, which must be treated separately, is a distinct step of great significance as regards the present policy of the Company.

Your letter of the 18th of May says that the agreement under which that territory is administered does not impose upon the Company the obligation of continuing to administer it for any length of time, and that the Directors conceive that the provisions of the agreement are terminable by either of the parties to it. It proceeds to say that unless her Majesty's Government will relieve the Company of the expense that must necessarily be incurred in providing for the continued maintenance of order, the Directors will have no alternative but to terminate the agreement.

The position thus assumed is that the Company is justified in ceasing at any moment, at its discretion, to administer the territory, and that it will do so now unless it is subsidised or relieved of the expense of administration by her Majesty's Government.

In order to examine this, the history of the occupation of Witu must be considered.

When the Charter was issued, Witu was in the hands of a German Company, and was a German Protectorate. The Directors at once began to dwell on the injurious effect of this rivalry on the Company's interests; on the 8th December 1888, they appealed to her Majesty's Government to urge that the German Government should be induced to sell the territory to the Company. The request was repeated in writing on the 1st February and the 31st October of the following year. The prospect of negotiations for a general settlement encouraged them to still stronger representations, which were continued till, under the agreement of the 1st July 1890, Germany definitely ceded the Protectorate to Great Britain.

The Company did not, however, at once enter into possession. Before the actual transfer took place German settlers were murdered, and the state of the country became so insecure that the Government by the Company was deferred until its pacification had been effected by her Majesty's forces, supported by troops of the Sultan of Zanzibar. A treaty of Peace was concluded on the 25th January 1891, and on the 5th of March the agreement was signed under which the administration was definitively conferred on the Company.

The terms of the agreement were as follows :—

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. The Imperial British East Africa Company shall have power to raise revenue by the imposition of taxes and customs duties, such revenue to be for the Imperial British East Africa Company's sole use and disposal, but the said taxes and customs duties to be subject, if necessary, to revisal 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.

It contains no provisions as to the term during which the administration is to continue ; but in this there is nothing exceptional. By the 2nd and 3rd Articles of the Charter the Company is empowered to exercise the powers of administration referred to in the 1st Article, as regards territories over which rights might be acquired subsequent to the issue of the Charter, under agreements sanctioned by her Majesty's Government. No limit of time is specified, nor has any limit been laid down in any of the sanctioned agreements. The difference between an agreement affecting other territories and that affecting Witu is that the former is made with native chiefs and submitted for the sanction of her Majesty's Government, while the latter, in consequence of the country being a British Protectorate, was made direct with her Majesty's representative. There is, therefore, no exceptional procedure to be adopted as regards withdrawal. The Company, if it surrenders the administration and evacuates the territory, will do so on the same grounds as those on which it acted in the case of Uganda—the impossibility of continuing to perform the obligations of the Charter, unassisted, owing to the want of funds. The notification given in your letter is in this respect sufficiently precise.

In considering the question of withdrawal it is essential to ascertain what is implied in retirement from Witu.

The coast-line of that country was defined in the agreement with Germany as extending from Kipini to a point opposite the island of Kwyhoo, but the German Protectorate extended up to Kismayu and the notice of British Protectorate of the 19th November 1890, comprised the whole coast-line previously under German protection.

It is presumed that the whole of this coast line will be abandoned.

The question of the interior then arises. The internal frontiers of the Protectorate have never been defined. The affairs of Witu are inextricably connected with those of the Somalis of the Juba, as was proved by the necessity of associating the Somali chief, Avatulla, with the Witu ruler in the Treaty of Peace of January 1891. Separate government would be apparently impracticable, even if two strong administrations should exist ; but this is out of the question, for with the disbandment of the police scanty material for govern-

ment on the part of the Company would remain; the abandoned Protectorate would be interposed between the administrative centre of Mombasa and the Somali; the interior would be cut off from the sea by the same territory; there would be neither officials nor police, and it is believed that the Company has no port nor station, outside the Sultan's dominions and Witu, between the Tana and the Juba. Withdrawal from the whole of the districts between the rivers seems, therefore, inevitably involved in retirement from Witu.

But the question of the contraction of the Company's operations does not stop here. Sir Gerald Portal has been informed that the posts on the Sabaki line have been withdrawn; Consul Smith has learnt that Taveta will probably cease to be occupied. If this be the case the only territory that will be retained under administration will, apparently, be that represented by the posts between Mombasa and Dagoreti, of which it is reported that Machakos and Kikuyu alone are strongly held and administered by European officers.

Under these circumstances the disbandment of the police would require little further explanation, for the liabilities of the Company under the Charter would be confined within limits easy to be controlled.

I am to observe also that the withdrawal from Witu and the adjoining territory raises an important question as to the position of the Company, after the withdrawal, with respect to the tenure of the Islands of Lamu, Manda and Patta, and the station of Kismayu. These places are the gates of the Tana-Juba district. Through them all trade virtually passes, and at them the customs duties are levied on goods passing inwards and outwards. From the earliest date of authentic history, through the epochs of the Arab and Portuguese occupations and the reigns of the rulers of Muscat and Zanzibar, it had been the policy of the conquerors of the coast to leave the mainland in the hands of the uncivilised and predatory tribes which populated it, and to intercept its trade at the seaports for the benefit of the middlemen settled in them. The advent of the British Company was supposed to inaugurate a new era. Formed, as the preamble of its Charter declares, for the praiseworthy object of materially improving the condition of the natives inhabiting the mainland regions, of advancing their civilisation, suppressing the slave trade, and opening their countries to foreign trade and commerce, it for the first time brought the ports and the native territories under a common administration, and utilised the former for their natural purpose as the true outlets of the latter. It was enabled to do this in consequence of the transfer to it of the concession of

the administration of the ports which had been granted to the East African Association by Sultan Seyyid Barghash. The product of the customs duties levied at the ports has been appropriated by the Company to the creation of an organisation for the purposes above specified, instead of being utilised as a source of wealth, without consideration for the welfare of the regions on which its fruitfulness depends.

To return to the old conditions of a dual administration would be anomalous and retrograde step in the history of African progress. Politically and commercially the connection between the ports and the interior is now indissoluble. The political association has been emphasised, during the Company's administration, by the fact that the intimate relations of the Witu people with the Arabs of Lamu have repeatedly led to disturbances in the latter place, while it is evident that the recent troubles at Kismayu were caused by Somalis from the interior. On the commercial connection I have already dwelt.

It could hardly be contemplated that any individual or body should at present attempt to work the Sultan's concession of the customs of the ports independently. The Directors will probably agree that the Company, one of whose chief aims has been the benefit of the natives of East Africa, would not, if it could, adopt the policy of enriching itself at their expense, and of paralysing an administration which might attempt to take up the reins which it is compelled to drop by intercepting, for the benefit of its shareholders, the natural sources of revenue. But, as a matter of fact, the Company could not do so if it would; for the Act of Berlin by its provision, as regards freedom of transit, would interpose to protect the natives.

The Directors will see from the foregoing observations that their announcements open up far-reaching questions in regard to the policy of the Company; and I am to state that Lord Rosebery considers that her Majesty's Government are entitled to receive a definite statement as to the precise limits of the territory which it is proposed that it shall continue to administer, either within or without the dominions of the Sultan. His Lordship would be glad to be favoured as soon as possible with the most precise information on this point.

(Sd.) P. W. CURRIE.

COMPANY TO FOREIGN OFFICE.

4th July 1893.

Sir,—Adverting to the correspondence, as marginally indicated,

regarding the circumstances which have compelled my Directors to terminate the agreement of 5th March 1891, between this Company and her Majesty's Government, my Directors would now formally confirm their intention to relinquish their administration of the territory therein referred to on the 31st July next.

Instructions will be given to the Company's Administration at Lamu to afford every facility in giving effect to the proposed arrangement that may be desired by her Majesty's Government.

(Sd.) A. B. KEMBALL,

Chairman of the Managing Committee of Directors.

COMPANY TO FOREIGN OFFICE.

4th July 1893.

Sir,—I have the honour to inform you that the Directors of this Company have duly considered your letter of 15th June. Although marked "Confidential," they apprehend that its disclosure could not be withheld from Shareholders if the matters to which it refers should become the subject of discussion with them.

The Board have nothing to object to your statement of the circumstances under which a body of Indian police was raised by the Company for the purposes of administration. Engaged for general service, it was found that in the actual condition of Witu at the time, these men formed the most reliable force at the disposal of the Company for the occupation of that district.

The expiry of the engagement is now the occasion for reconsidering the terms of the Company's tenure of Witu. The grounds of retirement cannot be better stated than in your own words, viz. :—

'The Company, if it surrenders the administration and evacuates the territory, will do so on the same grounds on which it acted in the case of Uganda.'

In reviewing the question of the obligation of the Company to administer the territories comprised in the agreement of March 5th 1891, 'for any length of time,' the Directors rely on the 6th Article of that agreement, as implying the option to relinquish the tenure of this part of the sphere without prejudice to the antecedent Charter.

The Directors submit that the essential difference in this connection between an agreement affecting other territories and that affecting Witu, is that the former is made with native chiefs and submitted for the sanction of her Majesty's Government, while, in consequence of the country being a British Protectorate, the latter

was made direct with her Majesty's representative, subject to the reservation of Article 6.

In considering the question of withdrawal, the Directors make no pretension to retain any part of the territory defined in the agreement with Germany, as extending from Kipini to a point opposite to the Island of Kwyhoo, and comprising the whole coast-line previously under German protection, excluding the Port of Kismayu and the Islands of Lamu, Manda, and Patta, etc.

I am further requested to point out that the dispatch under reply is in error in stating 'that the posts along the Sabaki line have been withdrawn.'

During the early occupation of the Company a roadway was cut along that route and stockades built at convenient distances, but these were never permanently occupied.

Taveta, likewise, was a post of observation to guard against the encroachment of the Germans upon the old established caravan route passing near the base of Kilimanjaro. Since the frontier has been officially surveyed by the British and German Governments there is no further pressing necessity for the upkeep of the station, and the Directors consider the objects of the Charter are better advanced by concentrating attention upon the main route into the interior.

In reply to the arguments advanced in your dispatch in support of the position that 'to return to the old condition of a dual administration would be an anomalous and retrograde step in the history of African progress,' the Directors submit the following propositions:—

That the intervention of the Company has been the means of constituting British East Africa, and of rendering progress possible.

That the Company was founded by the late Sir W. Mackinnon, in direct concert with her Majesty's Government and under conditions expressed in terms of the Royal Charter and relative Acts and Conventions, which presupposed and necessitated the co-operation of her Majesty's Government.

That the action of the Company and the outlay of its capital were governed by these conditions, wherefore the Company cannot be held responsible for the political exigencies which rendered such co-operation ineffective in essential particulars.

That the Sultan's concession to the Company was anterior to the grant of the Royal Charter, which specifically recognised all the rights, privileges and reciprocal obligations embodied in that contract.

That the subsequent establishment of a British Protectorate over the dominions of Zanzibar lends the force of law to the due fulfilment of his Highness's obligations, and cannot be held to impair the rights, privileges, and reciprocal obligations embodied in his Highness's Concession to the Company.

Finally, that, in the words of your dispatch dated March 16th 1891, 'the ten mile strip of coast-line, extending from Wanga to Kipini, is held by the Company, not under the Charter granted to them by the Government, but in virtue of their concession from the Sultan of Zanzibar.' The Port of Kismayu and the Islands of Lamu, Manda, and Patta, etc., are held by precisely the same tenure.

In the interests of Shareholders it is not in the competency of the Directors to surrender any of the rights, etc., secured to the Company by the Sultan, or to forego the reciprocal obligations imposed by his Highness's concession. They can only reserve their claims if the exercise of these rights and privileges is assailed or questioned.

In this connection the Directors can hardly be charged with being prepared to adopt a policy of enriching the Company at the expense of the natives, and of paralysing an Administration which is interposed to take up the reins which the Company is compelled to drop, in the event of enforcement of its obligations to pay rent, while it is deprived of the means of providing it. The introduction of the Free Zone System is a measure which the Company is powerless to resist; but, if as a matter of fact the Company could not oppose its introduction because the Berlin Act by its provisions as regards freedom of transit would interpose to enforce an international engagement, the Directors, while acknowledging that such an obligation is paramount, submit nevertheless that if imposed in disregard of an existing contract affecting the interests of private individuals and corporate bodies, the change confers an undeniable moral if not a legal right to compensation.

As regards your suggestion that 'the product of the customs duties levied at the ports has been appropriated by the Company to the creation of an organisation for the purposes specified,' the Directors observe that three-fourths of the customs duties levied at the Company's ports have been appropriated by the Sultan, so long as he remained independent, and by her Majesty's Commissioner at Zanzibar since the establishment of the British Protectorate over his Highness's dominions, for the exclusive administration and development of the Islands of Zanzibar and Pemba.

The organisation referred to has, on the contrary, been throughout supported by the private capital of the Company, a state of things which the Directors had every reason to hope would be temporary, and for the amelioration of which they relied upon the necessary action of her Majesty's Government in respect to taxation, etc.

The Directors do not question the motives suggested in your remark that the Act of Berlin by its provisions as regards freedom of transit would interpose to protect the natives, more especially after the extension of the British Protectorate in the interior; they aver, however, that the protection of the natives has been admitted to be in every sense the first care of the Company. They submit only that this continued protection under the auspices of her Majesty's Government may be rendered consistent with the validity of contracts undertaken for the protection of the rights of British subjects.

The view of the Joint Committee, by whose authority were submitted to you the proposals of the 23rd instant, for the general settlement of the question, is that, if these were favourably entertained, they would supersede the necessity for discussing particulars. If, however, those proposals should be deemed inadmissible by her Majesty's Government, the only alternative that the Committee could propose to the general body of Shareholders would be to continue to administer the territory so far as it has been developed by the outlay of their capital, for the present within the ten mile coast-line, including the Port of Kismayu, and the Islands of Lamu, Manda, and Patta, etc., and to regulate and extend their administration inland according to the Company's means and powers. The exact limits of such regulation and extension would remain to be more accurately defined when this issue falls to be considered; but the Directors trust that the important sacrifices of the Company in carrying out the work accomplished by the outlay of their capital may be held by Lord Rosebery to justify the re-absorption of their enterprise on the terms suggested.

The intention of the Company to retire from Witu is announced by a separate letter.

(Signed). A. B. KEMBALI,
Chairman of the Managing Committee of Directors.

(Immediate.)

FOREIGN OFFICE TO COMPANY.

7th July 1893.

Sir,—I am directed by the Earl of Rosebery to state that his lord-

ship understands, from your letter of the 4th instant, that it is the intention of the Company, in withdrawing from Witu, to retire also from the adjoining coast up to Kismayu ; but I am to observe that it is essential that her Majesty's Government should have a more distinct answer to the question, put in my letter of the 15th ultimo, whether they are to understand that the Company's Administration will be withdrawn from the whole territory between the Tana and the Juba. I am to request an immediate reply to this inquiry, as provision has to be made at once to meet difficulties arising from this sudden withdrawal.

I am to add that it is important to know at once whether the Directors are ready to assent to the transfer of the services of Captain Rogers to the new administration.

(Signed) P. W. CURRIE.

COMPANY TO FOREIGN OFFICE.

8th July 1893.

Sir,—In reply to your dispatch of 7th instant, marked 'Immediate,' received this morning, I have the honour to state for the information of Lord Rosebery that the intention of the Board announced to you by my letter of 4th instant, was to retire from the whole of the territory formerly comprised in the German Protectorate and referred to in the agreement of 5th March 1891, this intention having previously formed the subject of the correspondence noted in the margin.

Mr. Rogers' engagement with the Company will terminate on 31st July in conformity with arrangements sanctioned by the Secretary of State for India.

(Signed) A. B. KEMBALL,
Director,

Chairman of the Managing Committee of Directors.

(Immediate.)

FOREIGN OFFICE TO COMPANY.

10th July 1893.

Sir,—I am directed by the Earl of Rosebery to point out to you that your letter of the 8th instant, in regard to the Company's withdrawal from Witu, still leaves it in doubt whether it is the intention of the Company to continue to administer any portion of the territory between the Tana and the Juba which was not included in the German Protectorate, and, if so, in what manner it is to be administered.

I am to add that it is urgent that the point should be cleared up, in order that his Lordship may be enabled to give the necessary instructions for Mr. Rodd's guidance without delay.

(Signed) P. W. CURRIE.

COMPANY TO FOREIGN OFFICE.

11th July 1893.

Sir,—I have the honour to reply to your dispatch of yesterday marked 'Immediate,' and I am directed to state, for the information of the Earl of Rosebery, that the Board's resolution has been communicated to the Company's Administrator in the terms of the following telegram:—

'London, 11th July. The Company has decided to withdraw from the Administration of the territory of Witu and the (late) German Protectorate, northern coast, on 31st July. Please render every assistance to her Majesty's Consul-General at Zanzibar in taking over the territory. Our withdrawal does not affect the concession of 4th March 1890.'

It is to be understood that outside the territory embraced in the late German Protectorate the Company has not, and never had, any administrative establishment between the Tana and Juba, excepting Kismayu, and it is not the intention of the Board to establish their officials in any part of that territory at present.

(Signed) ERNEST L. BENTLEY,
Acting Secretary.

FOREIGN OFFICE TO COMPANY.

17th July 1893.

Sir,—With reference to your letter of the 11th instant, I am directed by the Earl of Rosebery to state to you, for the information of your Directors, that a telegram has been sent to Mr. Rodd, containing the substance of your telegram of the 11th to the Company's Administrator, and informing him that after the 31st instant the Company will withdraw from the Administration of all territory between the rivers Tana and Juba, except Kismayu.

(Signed) P. W. CURRIE.

COMPANY TO FOREIGN OFFICE.

19th July 1893.

Sir,—Referring to your letter of the 17th instant, and in order to prevent all possible misunderstanding in future as to the territory

on the coast that has been abandoned by this Company, I have to point out that our telegram specifically applied only to the 'territory of Witu and the (late) German Protectorate.' I observe, however, that in your letter under acknowledgment you speak of 'all territory between the Rivers Tana and Juba except Kismayu.'

It will be seen, on reference to the terms of the agreement arrived at by Great Britain and Germany, and accepted by France, that the coast from the River Tana to Kipini, inclusive, belongs to Zanzibar, and as such is included in the Company's concessions; and this the Company has no intention of abandoning, neither does the Company propose giving up Lamu and the adjacent islands.

(Signed) P. L. McDERMOTT,
For Acting Secretary.

APPENDIX No. 13.

SIR GERALD PORTAL'S REPORT, ETC.

ZANZIBAR, 1st November 1893.

MY LORD,—In my dispatches of the 24th May I endeavoured to lay before your Lordship (1) a description of the road and country intervening between Uganda and the coast ; and (2) some account of the state of affairs which I found upon arrival. I now propose to explain the solutions of the whole question, which I venture to submit for your Lordship's consideration.

The factors of the whole Uganda question may be summed up as follows :—

1. A country lying 800 miles from the coast, with no natural means of communication now open, such as waterways, etc.
2. A fertile soil.
3. A temperate climate.
4. A strategical position of great natural importance, dominating the northern and western shores of Lake Victoria, holding almost the only access to Lakes Albert and Albert Edward, and controlling the head waters of the Nile.
5. A race of people of much higher intellectual development and civilisation than any other Central or East African tribe.
6. A Monarchy, nominally absolute and despotic, but actually shorn of much of its authority.
7. A King of weak moral character and innate cruelty, who has already at different times professed three different religions.
8. An almost superstitious reverence on the part of a considerable proportion of the peasantry for the family and person of the King.
9. The division of the whole population into three distinct and mutually hostile, political and religious parties.
10. The presence of and influence, both religious and political, exercised by a considerable number of European missionaries, Catholic and Protestant.
11. The firm hold taken by Christianity on the country.

12. The hostility of Mahomedanism on the north side among the Mahdists, and on the south and south-west among the Arabs, Manyema, etc., of Tabora, Tanganyika, and the Upper Congo.

13. The exhaustion of the country by a series of desperate civil wars, following on wholesale massacres by the present and late Kings.

14. The attempted administration of the country by the Imperial British East Africa Company, and the publicly acknowledged failure of the attempt.

15. The existence of many pledges and treaties, made by that Company's officials, which it has been unable to implement.

16. The impression under which the King, chiefs, and people laboured, that these pledges and treaties were of the same value as though they had been accorded by her Majesty's Government.

17. The neighbourhood of the jealous country of Unyoro on the northern frontier, rich in ivory, of almost equal power with Uganda, with a King hostile to European influence, and said to have been recently joined by a remnant of the Soudanese troops which revolted from Emin Pasha in the Equatorial province.

18. The existence of a demand among the people of Uganda for European commodities and comforts, but a great antipathy among all but the lowest classes to work of any sort.

19. The absence of any natural product except ivory, and, possibly, coffee, which would pay for exportation under present circumstances.

20. Great neglect, up to the present, of the road between Uganda and the east coast, and the failure of the Imperial British East Africa Company to effect any improvement in the means of transport of goods, which is now dependent on human portorage, and costs nearly £300 a ton.

21. The presence of a large number of Soudanese, consisting of some 500 partly trained and armed soldiers, with nearly 6,000 women, children, and followers, who were brought, part into the country and part to its western frontier, from Kavalli by the Company's officers.

22. The hatred and terror inspired by these Soudanese ex-soldiers, and the deeds of cruelty practised upon native men and women by that portion of them who were left by the Company, unpaid and uncontrolled, on the western frontier of Uganda.

23. The danger, or indeed, the certainty, of an almost immediate resuscitation of slave raiding and slave trading in the event of the withdrawal of European control.

24. The existence of a possible line of communication by a chain of lakes to the mouth of the Zambesi.

Of these factors, to which might be added several others of minor importance, those of a purely economic character would appear to weigh on the side of evacuation, since no hope need be entertained of Uganda being able, at all events for some years to come, to defray the cost of its occupation; while those of a philanthropic or strategical nature may be quoted in favour of the maintenance of some form of British preponderance.

The possible solutions of the whole question appear to me to be five in number:—

- (1.) Evacuation, pure and simple.
- (2.) The transfer of Uganda and the sphere of influence to Zanzibar.
- (3.) Administration by Zanzibar as a tenant of her Majesty's Government.
- (4.) Direct administration by her Majesty's Government.
- (5.) A compromise between the last three, by which the English sphere of influence may be maintained, with the help of Zanzibar, at as small a cost as possible to both countries.

In considering the course to be adopted, the first question which submits itself is that of the responsibility of her Majesty's Government for treaties concluded by a Chartered Company, and subsequently approved by the Secretary of State. Of this nature are, I believe, the treaties concluded with various chiefs on the east and west sides of Uganda proper. Some of these chiefs, the stronger ones, would perhaps be ready to give their consent to the abrogation of these treaties, but the weaker ones would not be so willing, and all of them probably entertain hopes of advantages to accrue to them from the protection which was promised.

I am bound to report that, whether rightly or wrongly, the impression conveyed to the different native chiefs and peoples in this region, when they signed treaties and received in return the Company's flag and promise of protection, was that they were thereby placing themselves under the protection of the Government of Great Britain. Even among the more intelligent people of Uganda the same belief obtained, and until the matter was explained to them on my arrival in a way not to be misunderstood, Mwanga himself, the chiefs of his Council, and the whole mass of the people thought that they were under British protection, and that the flag flown by the King was the flag of England. As a matter of fact, ever since his restoration by the Company's officers in March 1892, Mwanga

has flown the English blue ensign ; and as shortly after my arrival I refused to accede to his demand for a Union Jack, he continues to fly the same flag.

Since this impression undoubtedly prevails, it must be clearly understood that the withdrawal of all English control from Uganda and the surrounding countries would mean that the trust of these peoples in English promises and English credit, which has hitherto formed a marked contrast with their opinions of other European countries, would be so completely broken that any future extension of British private enterprise or trade in these regions will be impossible, except by force of arms, until confidence may be restored in a future generation.

There is another and equally serious aspect of the question which must not be lost sight of in considering the whole subject. Everything, I fear, seems to point to a desperate and, perhaps, long continued struggle in the centre of Africa, between the advances of European civilisation from the coasts on the east and west, and the old class of Arab traders who are being driven back to the neighbourhood of Lake Tanganyika, the north end of Nyassa, the upper waters of the Congo, and the south-west side of the Victoria Nyanza. This struggle may take the form of a series of petty individual revolts and skirmishes, or it may result in a crusade of the forces of Christianity against the whole creed of Islam in Central Africa. In determining both the nature and the result of this contest the position of the Christian country of Uganda is of vital importance. Even now it is known that frequent communications pass from the Arabs of Tanganyika and Tabora to the fanatical Mahomedans at Wadelai and along the White Nile, as well as to the nearest and most dangerous neighbour of Uganda, Kaba-Rega, King of Unyoro. So long as Uganda is under European supervision there is little or no danger of these probable disturbances spreading from south to north, but I fear that the withdrawal of the present control, and the consequent loss of prestige, might have consequences which, if our place is not at once taken, by some other European Power, would imperil much of the admirable work done in Uganda by Catholic and Protestant missionaries alike, would shake the position of Europeans throughout East and Central Africa, and would react seriously in the neighbouring Colonies of Germany, Italy, and the Congo State.

Any one of these countries, and more especially the first named, would be fully justified, in their own self-defence, in insisting that on our withdrawal our place should at once be taken by some other European Power. In the present condition of African evolution it

is hardly possible that Uganda, the natural key to the whole of the Nile Valley, and to the richest parts of Central Africa, and the only country which offers any present hope of profitable commerce, should be left unprotected and unnoticed by other Powers because an English Company has been unable to hold it, and because her Majesty's Government have been unwilling to interfere.

With regard to the effect, in Uganda itself, of a complete evacuation, I have the honour to report that King Mwanga, his Katikiro or Vizier, and many of the leading Protestant chiefs, have informed me that in such case they would leave Uganda at the same time with all their people, and ask our assistance to enable them to settle in the neighbouring country of Usoga. Not only would such an exodus be disastrous for Uganda, and for such of the Protestants as elected to run the risk of remaining in the country, but it would also be rather hard on the people of Usoga to be compelled to support such an inroad of Uganda Christians. That evacuation would be quickly followed by a recommencement of civil war is, I think, almost certain, and I am supported in this opinion by both the Protestant and the Catholic Bishops, each of whom has written me a letter, copies of which are herewith inclosed, expressing themselves on this point in the clearest manner. In order to form some idea of the savage nature of such a war, of the deeds of bloodshed and of nameless barbarity which would infallibly be perpetrated, I need only refer your lordship to the history of Uganda for the last eight years.

Another difficult question arises as to the disposal, in case of evacuation, of the Soudanese troops brought into Uganda by the Company's representatives. These troops number rather more than 500, but their women, children, and followers amount to nearly 6,000. They were so great a danger on the frontier of Uganda, and were committing so many acts of atrocity in the raids which they were forced to make for food while they were unpaid by the Company, that I thought it best to engage 500 of the men as soldiers, and to bring half of them to Kampala and Port Alice, placing them all under strict discipline. I would remark here that these men, under good officers, make excellent soldiers. They are the material from which the best Egyptian battalions are formed. They are engaged at an exceptionally low rate of pay—only four rupees per month for a private soldier—and their presence in Uganda enabled me to take away with me four-fifths of the more expensive, but much less efficient, Zanzibar soldiers who accompanied me from the coast. If these Soudanese are left behind on our retirement they are capable

of over-running the whole of Uganda, and it must be remembered that, in this respect, evacuation would not leave Uganda in the same condition in which it was found on the arrival of the Company. The presence of these men, good soldiers when paid and controlled by European officers, but untrustworthy when unpaid and left to take care of themselves, is a new complication, which has been introduced since the first interference of the English Company in the affairs of the country.

The strategical value of the position of Uganda, as controlling the head waters of the Nile and the three great lakes of Victoria, Albert, and Albert Edward, can perhaps be better estimated in England than in Uganda; this is, moreover, a question of wide and general policy which it is outside my province to discuss.

I may, however, be allowed to call attention to the fact that an evacuation of Uganda means a great deal more than a mere withdrawal of a few officers and a flag from a distant and partly known country in Central Africa. It means, practically, the renunciation of the whole of that vast territory reserved by the Anglo-German Convention for the sphere of British influence. The country lying between Lake Victoria and the east coast is valuable chiefly as being the road to Uganda, and the evacuation of the latter would soon be recognised as being equivalent to the restriction of British influence and British commerce to the coast-line and to the ports of the Zanzibar Sultanate.

So long as the race of Waganda continue to exist as a homogeneous people, they must, in virtue of their higher civilisation, and of their greater intelligence and initiative, occupy a leading position among the natives of Central Africa, and the European Power which exercises a controlling influence over Uganda will ultimately be able to control the politics and to guide the commerce of an immense section of the richest part of the continent. I have already stated the reasons for my conviction that the withdrawal of English influence must be followed by the establishment of the control of some other European Power, and I venture to repeat that such control would almost inevitably extend, not only over Uganda and its immediate dependencies, but would embrace all the neighbouring countries, the great lakes, the Nile Valley, and the natural highways of the interior. The control of Uganda means, in the course of a few years, a preponderance of influence and of commerce in the richest and most populous section of Central Africa; a withdrawal from Uganda entails, besides the legacy of war and bloodshed left to that country itself, a renunciation on the part of England of any

important participation in the present work of development, in the suppression of slavery and in the future commerce of East and Central Africa.

For the above, as well as for other reasons which need scarcely be detailed here, I venture to submit to your lordship that all question of a complete evacuation of Uganda, at all events for the present, should be set aside.

2. To entrust the management of Uganda and of the whole sphere of influence to Zanzibar, under the guidance of her Majesty's Consul-General, is a scheme which, at first sight, appears to have some advantages. It would relieve her Majesty's Government of some responsibilities and expense, and would keep these countries open to British commerce.

On the other hand this plan is open to several grave objections. In the first place, I do not consider that Zanzibar is as yet strong enough to undertake this task unsupported. Either the control exercised would be insufficient, or else Zanzibar would become involved in pecuniary difficulties, from which she would expect eventually to be extricated by English help.

Secondly, it will be readily understood, from what I have said above, that to replace a Christian by a Mahomedan flag in these countries would not only dangerously excite the Christians of Uganda, but would have a bad effect throughout Central and Eastern Africa, and might lead to serious complications.

Thirdly, if the 'hinterland' were to become part of Zanzibar, the East Africa Company, even were they to resign their Charter, would continue to hold their Concession of the coast from the Sultan of Zanzibar, and would perhaps claim import and export duties on all goods passing through the Zanzibar ports, though such a claim would be open to discussion. This would unduly enrich the Company at the expense of Zanzibar, and it is, I believe, now generally admitted that the experience of the last five years has not shown that it is desirable that the Company should be encouraged to continue its existence as an administrative body. The Zanzibar authorities in the interior would be forced, in self-defence, either to claim free transit for their goods through the German territory, or to avoid their own ports on the coast, and to find a new outlet beyond the limits of the Company's Concession.

3. The third suggestion, that Zanzibar should take over charge of Uganda and the sphere of influence as the tenant of her Majesty's Government, and under the English flag, has more to recommend it. The difficulty about the flag would partly disappear, but the Sultan of

Zanzibar would probably claim that his flag should fly with or below that of England. But this scheme would only nominally take the responsibility off the shoulders of her Majesty's Government ; a constant supervision, both financial and political, would have to be exercised by her Majesty's officers, on whom would lie the real onus of the administration or control of these regions, and it is to be feared that Zanzibar has not yet had time for the consolidation of sufficient resources or force for such an extension of its responsibilities. It should be remembered that less than two years ago the Government of Zanzibar was an Arab despotism of the worst class, with all its usual accompaniments of oppression, extortion, misappropriation of funds, and general insolvency. In order to gain sufficient elasticity to enable it to undertake such a duty with a fair chance of success, Zanzibar will require some three or four years more of careful tutelage. If the attempt were to be made now, it is probable that her Majesty's Government would soon be called upon for pecuniary assistance.

4. The fourth suggestion is that the direct administration of Uganda should be undertaken by her Majesty's Government. This is the solution which would recommend itself most strongly to the missionaries, and even to many among the Waganda themselves. I regret, however, that after a careful examination of the country, I am unable to recommend it for the acceptance of Her Majesty's Government. So many English officers would be required for the conduct of such an administration, so great would be its expenses, and so inadequate, at all events for several years to come, its returns, that the advantages conferred upon Uganda by such a system could hardly, it appears to me, be commensurate with the sacrifices made by England. The people of Uganda, from highest to lowest, are essentially conservative in their instincts ; my preceding dispatches have shown that they already have a constitutional and executive machinery of their own, however defective ; and so long as sufficient supervision is exercised to prevent acts of gross oppression and cruelty, and to protect the lives of Europeans, I am of opinion that it would be better on every account to leave the native King and chiefs to conduct their own administration.

5. The fifth course which remains open, and which I have described as a compromise between the last three, is that, by the appointment of Commissioners with a sufficient staff and force at their disposal to insure their safety, their political ascendancy, and the security of the other Europeans living in these countries, her Majesty's Government should maintain a control over the sphere of

influence, while making all possible use of any Zanzibar surplus or credit for the further development of the whole region for the mutual benefit of English commerce and of Zanzibar.

Whether the whole region should be officially declared to be an English Protectorate appears to me to be a question of minor immediate importance. There is, however, no doubt that King Mwanga will ask for a Treaty of Protection ; in fact, he has already done so in the temporary Agreement made between him and myself on the 29th May, and forwarded to your Lordship in my dispatch of the same date. A declaration of Protectorate would probably prove to be the simplest course.

Before continuing the development of this idea, I venture to submit that the success or failure, and, indeed, the possibility, of any scheme on these lines for the general benefit of England, Uganda, and Zanzibar, must depend very largely upon the powers retained and the attitude adopted by the Imperial British East Africa Company on the whole question. Without entering into details, I may be allowed to point out that the political existence and powers of this Company in East Africa are based upon two separate documents. The first of these, which should be more accurately described as a series of documents, is a concession from the Sultan of Zanzibar granting to the Company the lease of certain ports on the coast, and of a strip of land, ten miles in depth, running parallel with the shores of the Indian Ocean. The Sultan gave to the Company at the same time administrative and judicial powers over his own subjects living in these ports or in this strip of land, and conceded to them all the revenue which the Company might be able to collect in this part of his dominions from customs duties or other sources, subject, of course, to the limitations imposed by International Agreements. In return for these concessions, the Company agreed, after much discussion and negotiation, and after most careful computations of the value of their newly acquired rights and territories, to pay to the Sultans of Zanzibar an annual rental of 80,000 dollars, which was equivalent at the time to nearly £14,000, but which is not worth rather less than £11,000.

The powers thus acquired from the Sultan of Zanzibar were strictly limited to the boundary line ten miles from the sea, beyond which the Sultan's possessions do not extend. The rights and duties of the Company in the interior, as soon as the ten mile limit is passed, are therefore defined by and dependent on the Royal Charter granted to them on the 3rd September 1888. Without recapitulating the terms of this Charter, it may fairly be said that it was granted

to the Company in order to enable them to establish organised systems of administration and government in the interior, to promote trade, and generally to 'open up' the country. Under the powers conferred upon them by this Charter, the Company endeavoured to establish an Administration in Uganda and the neighbouring countries, and made treaties promising their protection to many chieftains of different tribes. The only other district outside the Sultan's territory, in which any attempt was made to establish any sort of Government, was in the English Protectorate of Witu.

It appears to me to be not only important, but even necessary, before any scheme can be entertained for dealing with Uganda and its neighbouring countries, whether by her Majesty's Government or by the Sultan of Zanzibar, that a clear understanding should, in the first instance, be come to as to the present and future status of the Company, both under their Charter and their Concessions. As regards the Charter, the Company have already withdrawn from Toru, Ankori, Uganda, Usoga, Kavirondo, etc., without notifying to kings or chiefs of these countries any denunciation of the treaties made with them, under which the Company promised protection in return for certain commercial advantages, and without giving to Signatories of these treaties any warning of their approaching retreat.

Similarly, the Company have now abandoned Witu; so that the only posts they now hold in virtue of their Charter are (1) the fort at Kikuyu, where constant difficulties with the natives have hitherto prevented the introduction of any real administration, and (2) the smaller station at Machakos, at which an English employé is reported to have succeeded in organising some trade in corn and cattle with the local tribesmen, and in establishing a growing influence. But neither of these places are of any commercial or political value except as stations on the road to Uganda and the Lake districts. In fact, I have been given to understand, though with what justice I do not know, that the Company contemplate a retreat even from these, their last posts in the interior of Africa. But even assuming that they propose to retain their garrisons at these places, the question which now naturally arises is, whether the possession of these two small posts within 350 miles of the coast is a sufficient result for the five years which have elapsed since the Charter was granted to justify the Company in retaining that Charter any longer? So long as they do retain it, they prevent any one else from undertaking the work which they have thrown down. If the Uganda question is to be settled by a co-operation of any sort or kind between the Governments of her Majesty and

of the Sultan of Zanzibar, it is natural that the latter at least should ask for a *tabula rasa* before incurring any fresh responsibilities in East Africa.

The case as regards the strip of coast-line held by the Company under Concessions from the Sultan is somewhat different. So long as the former continue to pay their rent with regularity, they have an undoubted right to retain their rights of administration; but I have no hesitation in saying that while it is open to doubt whether such retention will be to the advantage either of the Company or of the Sultan, there can be no question that it will be to the great disadvantage of the countries lying in the interior which form more particularly the subject of this report. So long as the Company retain their Concession, it will be in no way to the interest of Zanzibar to contribute to the prosperity of its own coast ports for the sole benefit of the Company; the efforts of the Sultan's Government would, therefore, in all probability, have to be directed to the somewhat clumsy expedient of opening a new road to the interior by the Tana River, which should pass outside the limits of the Company's Concession. In fact, the Sultan's Government, which is a factor of no little importance in the whole question, would be thrown into an anomalous position of opposition to its own ports; it would be a direct gainer by the development of a new port in Witu and by the transport of goods by the Tana River outside the Company's Concession, and it would also profit, though in a less degree, by the conveyance of the Uganda trade through German ports and the German sphere; but the increase of trade from Mombasa, while that town is under the Company's jurisdiction, would be looked upon by the Sultan and Arabs of Zanzibar, as well as, from a more practical point of view, by the fiscal authorities of the Zanzibar Government, as a misfortune rather than a benefit. If, therefore, the Company retain their Concession, it will be difficult to justify any demand being made upon Zanzibar for assistance in developing any scheme of improvement of the interior.

Nor can I imagine that the retention of the administration and fiscal powers conferred by the Concession will be of much advantage to the Company themselves. Now that they have renounced any connection with Uganda and the neighbouring countries, any trade with those countries passing through the Company's ports will presumably be treated as goods 'in transit,' and will be, therefore, free from any customs or transit duties at the coast. Article IV. of the Act of Berlin (1885) lays down that:—

'Merchandise imported into these regions,' *i.e.*, a wide zone ex-

tending, roughly speaking, from 5° north latitude to 12° south latitude, 'shall remain free from import and transit dues.'

The Declaration annexed to the Act of Brussels of 1890 modifies this Article in so far as it provides for the imposition of import duties, but the exemption from taxation of any kind of all goods in transit is carefully maintained. Article XCVI. of the same Act provides against any evasion of its provisions by declaring that 'the present General Act repeals all contrary stipulations of Conventions previously concluded between the Signatory Powers.'

It appears from these Articles to be perfectly clear that goods destined for Uganda, or for any country in the interior not under the flag of the Sultan of Zanzibar, have an indisputable right to pass through the coast ports without the payment of any duty or tax whatsoever. But if, for any reason at present unknown to me, the principle of free transit, established by the General Acts of Berlin and Brussels, cannot be carried into effect, and if the right can be proved to levy taxes on goods declared to be in transit to countries beyond their jurisdiction, even then the English Company would scarcely be the gainers. If the taxes have to be paid, the route through the German sphere is, at present, the cheaper and quicker of the two; but all payment of such taxes would be avoided by the use of a port in the English Protectorate of Witu, outside the Company's Concession, and by the development of the route to Uganda by the Tana River.

If, however, it is finally decided that the Company retain either the Concession of the coast ports or their Charter, as the general feeling and attitude of native tribes all along the road to Uganda will now be of direct interest and importance to her Majesty's Government, I would recommend that the appointment by her Majesty's Government of a Commissioner with a suitable staff in Uganda should be supplemented by the appointment of other officers to watch and report on the dealings of the Company's officers with the native tribes, whether at Kikuyu, Machakos, or on the coast.

It is, however, scarcely necessary to point out that the situation established by any such system as that sketched above would be fraught with many difficulties. A kind of ill defined and irregular partnership would have been established between her Majesty's Government, the East Africa Company, and the Sultan of Zanzibar, each of whom, while theoretically working for the same object—the development of East Africa—would, in reality, be working for their own hand, and in opposition, either open or secret, to the

interests of the other partners. The position of her Majesty's Government would perhaps be wanting in dignity, that of the Sultan of Zanzibar, who would be thrown into opposition to his own ports and his own tenants, would be anomalous and uncomfortable; while the Company, in their efforts to combine commerce and administration, and to make the exercise of their powers financially profitable, would probably find themselves in occasional opposition both to the Sultan of Zanzibar and to the representatives of her Majesty's Government in the interior. It is unnecessary to insist upon the complications which would inevitably ensue. It is enough to say that the situation thus created would, in all probability, effectually prevent any real progress being made, and would render almost futile all the expense which has been and may be incurred in this district.

In view of these considerations, and of the urgency of now arriving at a settlement of the whole East African question on a basis which offers, at least, some prospect of being definite and permanent, I venture to express my strong opinion that it is now desirable, in the interests of British commerce and of the whole of East Africa, from the Indian Ocean to the Nile Basin, that some arrangement should be arrived at, without further delay, by which the Imperial British East Africa Company shall cease to exist as a political or administrative body, either in the interior or within the limits of the Sultan's territory.

Without wishing to criticise, and still less to blame, the Company's methods of government, the history of British East Africa for the last five years, and its present condition show us clearly that the experiment of combining administration and trade in the same hands has proved a failure, so far as this part of Africa is concerned; and that the sooner this system is discontinued the better it will be for the native races, for British commerce, for Zanzibar, and, as I believe, for the Company itself. As pioneers, the Company's officers have done good work, and have greatly increased our knowledge of East Africa, and there can be no doubt that a great deal of money has been spent in the hope of opening up the country to civilisation and, at the same time, of introducing a profitable trade. In fact, to the founders of the Company belongs the sole credit of the acquisition, for the benefit of British commerce, of this great potential market for British goods. It should, moreover, be remembered, in justice to them, that in the face of many initial difficulties they succeeded, in marked contrast to the neighbouring European colonies, in establishing their influence without bloodshed, and by their

own unaided efforts. It does not come within the scope of this Report to examine the reasons for the non-realisation of all these hopes.

Should the Imperial British East Africa Company be converted into a commercial, agricultural, or transport Company, or into a combination of companies occupied with these and similar undertakings, they may still contribute in a very important degree, and, as I believe, to their own pecuniary advantage, to the development of East Africa; and in this work there can be no doubt that their experience of the country, and their command of capital, would be of the greatest service; but, without going further into the administrative history of late years, and without recapitulating a quantity of reasons, many of which are, indeed, self-evident, I feel bound to submit to your Lordship that as a political Corporation with powers of government, whether over British subjects or natives of Africa, the work of the Imperial British East Africa Company may now be looked upon as ended.

As regards the withdrawal, cancelment, or resignation of the Royal Charter granted by her Majesty in Council in 1888, there would, I imagine, be but little difficulty, especially since the Company have now, of their own accord, practically resigned their rights acquired under this Charter, by relinquishing any connection with the interior elsewhere than at the two small posts above mentioned; but in surrendering their Concessions, obtained at various times from the Sultans of Zanzibar, the Company would be fairly entitled to receive from the Sultan adequate compensation for such actual improvements as they may have made within the territories of the Sultanate.

If Zanzibar re-enters upon the possession of its own ports on the coast, it would then be to the interest of the Sultan's Government to co-operate in the work of civilisation and development of the interior.

In this case the proposals which I have the honour to submit are as follows:—

1. An English Commissioner to be appointed for Uganda and its Dependencies and neighbouring countries as far as the eastern border of Kavirondo, with a staff of thirteen English officers (provision for officers on leave included), and a force of 500 Soudanese soldiers. The proposed distribution of the officers and men is shown in detail in Inclosure No. 3 to this dispatch. In case the number of officers should appear to be excessive, I would remind your Lordship that the experience both of the East Africa Company and of

the neighbouring German Colony has shown us that it is most undesirable, in these countries, ever to have less than two Europeans together in any post. As regards the number of men required, I do not think that, in view of the excited state of popular feeling which is kept alive by the presence of two rival parties of European missionaries, any smaller force would, for the present, at all events, be sufficient to control the situation. In any case, I have every hope that, should the country remain quiet, it may be found possible to organise and drill a small body of native Waganda as police or soldiers, who may prove eventually to be the nucleus of a larger force of the greatest value in the future history of East and Central Africa.

It would be the duty of the British Commissioner to insure the safety of Europeans living in Uganda, who would be required, if necessary, to come into his forts for their protection; to assist in repelling the invasion of any foreign enemy; to prevent and suppress civil war and rebellion, whether religious or otherwise, if, in his opinion, the King is unable to deal with such rebellion by himself; to collect customs duties; to encourage commerce, and to repress slavery and the slave trade. It would be no part of his duty to interfere in the details of the administration of the country, except where Europeans or other foreign subjects are concerned, or in any cases of gross cruelty, injustice, or of slave trading which might be brought under his notice.

Neither the Commissioner nor any of his officers should be allowed to engage in trade of any sort on their own behalf or in the name of the Government. The system under which, in the days of the Company's occupation, the protecting Power arrogated to itself not only the supreme executive authority, but also a practical, if not a theoretical, monopoly of trade, has been proved to have had a thoroughly bad effect. It is impossible to combine administration and trade in the same hands without loss of dignity. It was, not unnaturally, found that a piece of advice, an admonition, or a reproof bestowed upon the King or upon any great Chief by a representative of the Company lost much of its weight in cases where a few minutes later the same representative might be haggling with the admonished parties over the price—in beads or cloth—of a tusk of ivory or of a bag of gum. The Company's officers, quite naturally, endeavoured to secure for themselves all the trade from the Central African regions under their control. It should be the chief object of her Majesty's Commissioner, on the other hand, to encourage independent and private trade by all the means at his command.

There can be no doubt that, with a prospect of security and of equality of treatment, a very considerable trade with Uganda, Usoga, and the neighbouring countries may be rapidly developed. The ordinary customs revenue which may be derived from such trade will go some way, even at first, towards the expenses of the Commissioner and his staff, while no one with any personal acquaintance with these people would hesitate to admit that, with a less restricted trade, the native demand for European commodities, already considerable, will rapidly increase. It would be necessary, at all events at first, to subject this trade, especially in the case of Arab or native agents, to careful supervision, and due precautions would have to be taken against any abuse of legitimate traffic or anything approaching to a trade in slaves. But all these things resolve themselves ultimately into the great question of transport, which will have to be discussed later, and it is unnecessary here to weary your Lordship with detailed suggestions as to the regulations which may be found necessary.

For the further definition of what I would propose to be the powers and duties of the Commissioner, I would refer your Lordship to the instructions I issued, before leaving Uganda, for the guidance of Captain Macdonald, and to the Agreement made between King Mwanga and myself, which was sent to your Lordship in my dispatch of the 29th May.

2. A Road Commandant to be appointed to have control of the transport service from Kikuyu to the lake, to effect all possible improvements in the means of communication, and to exercise as complete a supervision as possible over Arab, Swahili, and European caravans travelling through the country. He should, with this object, be given certain magisterial powers. His force should consist of one European assistant and 167 porters, at an estimated cost of £4,750 per annum. The details of this expenditure are shown in the second portion of Inclosure No. 3, under the head of 'Estimate No. 2 : Communications,' from which, however, it will be seen at the same time that the whole of this sum is covered by the Estimate for Uganda proper.

3. A station or depôt should be established at the head of the 'Berkeley Bay,' chosen last year by the Railway Survey as the site for a suitable harbour at the north-east corner of Lake Victoria. This should be the furthest point for caravans. Communications from thence to Uganda should be by water. The expenses of the station are included in the Estimates for Uganda proper.

As communication and transport of goods by native canoes is most

uncertain and precarious, it is of urgent importance that two small steam launches or cutters should be at once sent up. These boats need not be more than thirty feet in length, and should have a speed of not less than five miles an hour. They should be adapted for burning wood, of which abundance can be obtained along the shores of the lake. Each should be under the charge of an English engineer. The initial cost of such boats would be about £500 each; their transport in sections from the coast to the lake would cost about £300 a ton. Their up-keep, including the wages of their crews, would amount to £800 per annum (included in Uganda Estimate). As these boats would be available for carrying or towing the goods of traders and of the Missions, it is not too much to expect that within a few months of their arrival they could earn enough nearly, if not quite, to cover the expenses of their maintenance.

Before leaving this part of the subject, I may safely say that any idea of making use of the route by the three lakes to the mouth of the Zambesi in preference to the roads to the east coast may, for the present at all events, be abandoned, so far as Uganda and the neighbouring countries are concerned. Goods going to or coming from Unyoro or the centre of Uganda by this route would have to undergo nine embarkations and disembarkations before reaching the depôt at the mouth of the Zambesi, and would have to be carried, by hand or otherwise, for 350 miles through an unknown country between Victoria and Tanganyika, for 260 miles along the Stevenson Road, and again round the Murchison Falls of the Shiré River. In preference to this I think that merchants would continue to use the direct roads to Zanzibar with such improved means of transport as may be introduced.

4. A Commissioner to be appointed to reside at Kikuyu, with a staff of four Europeans, sixty Zanzibar soldiers, and 239 porters, etc. One of his assistants should reside at Kikuyu, one at Machakos, and two should be employed in at once creating the new station, referred to as a vital necessity in my Report on the road, at a spot twelve days' march distant from Kikuyu on the north-west side. The establishment of this station, with stores of food, and a colony of cultivators around it, would go far to diminish both the expense and the difficulties of the present journey to the lake. The total cost of the Kikuyu Commissioner's establishment would be £6,600 per annum, as shown in the accompanying Estimate. (Inclosure 4.)

5. The maintenance of the road and the supervision of the transport system from the coast to Kikuyu may, if no better solution can be adopted, be left in the hands of the Zanzibar Government,

which might also be fairly asked to furnish the drilled soldiers required for insuring the safety of that part of the road, and even of the stations of Kikuyu and its subsidiary posts.

6. It must, however, be clearly understood that this scheme, of which I have endeavoured to delineate the outlines, although it would undoubtedly be more to the material advantage of these African countries than the undeveloped system which has hitherto prevailed under the Company, would, if left at this point, confer but little benefit either on English commerce or on the Protectorate of Zanzibar. The whole problem of the development of East and Central Africa, the prospect of the creation of a profitable British trade, the suppression of internecine religious wars, the security of European travellers, the control of the lake district and of the upper waters of the Nile, and, above all, I may confidently add, the only hope of really and definitively killing the slave trade within a reasonable time—all resolve themselves into the all important and overshadowing question of transport and communication.

So long as the present system of transport is maintained along what is called the 'English route,' it will be necessary to make greater provision than I have so far sketched for the safety and independence of the local authorities. It is evident that any Administration established at such an extreme distance from the nearest points of civilisation, and with such inadequate means of communication, must be not only complete in itself, and supplied with everything necessary for the conduct of its internal affairs, but must also be rendered as capable as possible of promptly repelling any danger with which it may be threatened from outside its borders. Moreover, under the existing conditions, not only must any real progress be laborious and uncertain, but the retention of authority in Uganda, and any improvement in the condition of that country will re-act mainly to the benefit not of ourselves, but of the German Colony.

Transport from the German coast to the south shore of the lake is cheaper, the road is more frequented, porters are more easily obtained, and food is more abundant than in the English sphere. Arab and European traders from the south buy their ivory and their slaves in Uganda, Unyoro, and Toru, avoid payment of any kind of duty to any British authority, and take down their caravans to the German coast ports. Many of the Uganda chiefs have acknowledged to me that all through the time when the Company was here they continued to send a considerable portion of their ivory across the lake secretly for sale to Arabs in the German territory. Cara-

vans from the south enter and leave the British sphere of influence at many points along the line of frontier to the south of Buddu and west of the Victoria Lake. A series of customs posts along this frontier would be quite ineffectual unless they were of such numbers and strength that their additional cost would be far in excess of the increase of revenue which they would secure.

In this connection, I would remark that in Uganda there does exist already a distinct demand for European commodities, more especially for such articles as cotton cloths of the best qualities, boots, and articles of clothing. The presumption, under existing circumstances, is that, if the present system of transport is continued, these articles will be supplied from German sources and by the German route. To put a stop to this system, to effect any real improvement in prosperity or commerce, to efficiently check the slave trade, and for ourselves to reap the benefit of the material progress that may be made, there is but one course open. The system of transport by the 'English road,' already the shortest in actual distance, must be made the safest, cheapest, and quickest. It would then drain the commerce, not only of Uganda, Usoga, and Unyoro, but of all the other countries lying round Lake Victoria. The only means of effectively doing this is by making a railway.

I have no hesitation in saying that, until this step is taken, any organisation, system of administration, or plan for the improvement of these countries which may be devised, must be of the nature of a makeshift. Moreover, unless the whole system of communication with the coast is thus changed, the expenses of maintenance of a Commissioner in Uganda with a sufficient staff and force must be out of all proportion to the work to be done by him. I do not for a moment imagine that under the general surveillance of a Commissioner appointed by her Majesty's Government there is likely to be a recurrence of the regrettable incidents, or of the unfortunate state of affairs which so increased the difficulties of the Company's position as eventually to lead to their withdrawal; but it must not be forgotten that so long as we rely on the present system of communication and transport, letters and reports from Uganda will seldom reach England in less than four months, and eight months must elapse before written instructions can be received in reply. This throws an unnecessarily heavy responsibility on the Commissioner; and, in the event of some complication arising, either by war or sickness, which might necessitate reinforcements of his staff or of his force, the difficulties at present in the way of communicating with the coast would be sufficient completely to unhinge the

whole system which I have endeavoured to describe. Other arguments which may be adduced in favour of the construction of a railway are well known, and need not be repeated here.

I do not, however, consider it necessary that such a railway should be made at once the whole way to the lake; it would, I think, be sufficient for the present that it should be laid from the coast to Kikuyu. This, together with the small steam boats on the lake, would shorten the time occupied by a caravan travelling from Mombasa to Uganda from eighty or ninety days, as at present, to thirty-two or thirty-four days, and would enable us to reduce the carriage of goods, now costing for transport about £8 per load of 65 lbs. by the English road, and £4 10s. by the German road, to such a price as would effectively secure all the commerce of these regions. If this scheme is entertained, Zanzibar could fairly be asked to bear a share in its expense, assuming that the Sultan's Government has re-entered into the possession of the coast-line leased to the Company.

The additional estimates which I now have the honour to enclose (Inclosures No. 5 and No. 6) show that the execution of the whole of this scheme, including the railway should not, even at first, cost her Majesty's Government more than £50,000 a year, a sum which may be confidently expected to decrease as each succeeding year augments the commerce of the country, the amount derived from customs duties and from other sources and the traffic receipts of the railway.

If, however, her Majesty's Government consider the railway proposals, even thus modified, to be impracticable, it will then become necessary, as I have already suggested, to make more complete provision for the safety and efficiency of the administration to be left in Uganda, and for preventing the diversion in other directions of the trade which is essential to the existence of that country. For this purpose, I would recommend that not only should our control over the Victoria Nyanza be strengthened by the addition to the steam launches already proposed of a larger steamer capable of patrolling the whole of the lake in all weathers, but that at least one similar steamer with one or two attendant steam launches should at once be placed on Lake Albert. By this means alone, in the absence of any railway, could we be relieved from constant anxiety as to the position of affairs in Uganda.

The estimates would, in this case, be reduced by £20,000 a year, being the estimated net loss incurred by the railway, but would, on the other hand, be increased by £2,800 a year for the up-keep of

the steamers, and by an immediate outlay of £9,000 for the purchase of the vessels, and £37,500 for their transport to the lakes. It is evident that, in this case, Zanzibar could hardly be asked to contribute anything to a scheme which would confer no appreciable benefit to her own commerce.

Briefly, then, if the railway scheme is admitted, the cost to her Majesty's Government would be £50,000 a year, plus an initial outlay of £8,500 for the purchase and transport of two small steam launches, while the alternative scheme would entail the expenditure of £32,800 a year plus the immediate outlay of some £55,000 for the purchase and conveyance of two steam-boats and three or four steam launches. I annex a short Memorandum (Inclosure No. 7), which shows the calculations by which I have arrived at this rough estimate.

I venture to submit to your Lordship that the scheme of which I have endeavoured to trace the outline above, or one similar to it, is the only solution of the whole question which can be looked upon as final, and that its moderate cost to her Majesty's Government is more than outweighed by the advantages which it will confer upon British commerce, upon the British Protectorate of Zanzibar, and upon all the countries situated within the British sphere of influence in East Africa.

I have, etc.,

(Signed) G. H. PORTAL.

The following was addressed by the DIRECTORS to the FOREIGN OFFICE in reference to SIR G. PORTAL'S REMARKS :—

2, PALL MALL EAST,

11th April 1894.

SIR,—The Committee of Directors beg to submit, for information of her Majesty's Government, the following reply to some remarks affecting the Company contained in the report of Sir Gerald Portal relating to Uganda, presented to Parliament yesterday, and which they have to-day for the first time had the opportunity of reviewing.

As stated in a leading article that appeared to-day,

'Sir G. Portal was not under the influence of any prejudice in favour of the East Africa Company which he proposes to disestablish altogether.'

Nevertheless, the Directors observe with pleasure his valuable testimony that—

'To the founders of the Company belongs the sole credit of the acquisition for the benefit of British commerce, of this great potential market for British goods. It should, moreover, be remembered, in justice to them, that in face of many initial difficulties, they succeeded in marked contrast to the neighbouring European colonies in establishing their influence without bloodshed and by their own unaided efforts.'

The Directors feel that the premature death of her Majesty's Special Commissioner is at this juncture a great loss to the Company, for there can be no doubt that the prejudice under which Sir G. Portal drafted his earlier reports arose from a misconception of circumstances well known to permanent officials in the Foreign Office, and which Mr. Mackenzie had the privilege of satisfactorily explaining in person to Sir G. Portal on his arrival in England, and which he promised to have corrected and properly represented in the right quarter. Had his life been spared, no doubt many expressions that now appear in his report would have been modified.

On page 31 it is stated in the report, with regard to the Soudanese troops brought into Uganda by the Company's representatives, that they 'were so great a danger on the frontier of Uganda, and were committing so many acts of atrocity in the raids which they were forced to make for food while they were unpaid by the Company, that I thought it best to engage 500 of the men as soldiers and to bring half of them to Kampala and Port Alice, placing them all under strict discipline.' The impression conveyed by this statement is that non-payment of these men by the Company led to their making raids. In Blue Book, Africa No. 8, 1893, page 11, Sir G. Portal stated, in a dispatch of 31st March 1893, that Captain Williams had informed him that these men had received no pay and no clothes or equipment of any kind from the Company up to the time of the Commissioner's arrival. Immediately on reading this statement, the Directors referred it to Captain Williams for explanation; Captain Williams stated, in writing, that the case was not as represented by Sir G. Portal, and detailed the issues of food and clothing made to the Soudanese in 1892 and 1893, adding 'I am sure Sir G. Portal had no intention of making any imputations either against me or the home administration of the Company as regards this matter.' However, it is obvious that both in the dispatch of 31st March 1893, and in the report of 1st November 1893, now under consideration, such imputations are conveyed, and that in connection with neither of these charges has

the reply of Captain Williams been made public, although it was communicated to the Foreign Office on 26th September 1893, and its accuracy has not been challenged.

The Soudanese here referred to were part of the Equatorial troops abandoned by Emin Pasha, and previous to the arrival of the Company's officers they were living by plunder within the British sphere, on the borders of Unyoro. Captain Lugard, as the Company's Agent, found it expedient to take them into the Company's service in order to bring them under control. If the Company had not taken charge of them they would now probably be serving along with their co-religionists under Kabarega of Unyoro, or under the officers of the Congo State on the Nile at Lado. Sir G. Portal bears testimony to the value of this force as 'good soldiers when paid and controlled by European officers,' and the possession of these troops is a considerable factor in the proposed arrangements for the government of the territory, and without their assistance Sir G. Portal would have found himself powerless to establish a temporary Imperial administration.

In Paragraph 5, page 33, the Commissioner submits that the success or failure, indeed the possibility of any scheme for the general benefit of British East Africa, must depend very largely upon the powers retained and the attitude adopted by the Imperial British East Africa Company on the whole question. The attitude adopted by the Company from the commencement has been consistently an attitude of loyalty to the wishes and views of her Majesty's Government, which the Company has always aimed at giving effect to. At the present moment the Directors are merely awaiting a decision of the Government upon proposals made by them in June of last year in the same spirit which has governed their action towards the Government throughout.

In the same paragraph it is stated that the Company agreed 'after much discussion and negotiation, and after the most careful computations of the value of their newly acquired rights and territories' to pay the Sultan of Zanzibar a stipulated rental. This conveys an erroneous impression. There was no discussion, negotiation, or careful computation. The Company settled the rent on the Sultan's statement of the Customs receipts of his ports without deduction for costs of collection and administration, accepting his statement without question or discussion. This settlement was known to be a generous one, and exceeded what the Sultan was entitled to by the terms of the Concession, and so far was the settlement from being a matter of bargain that the rent was fixed

voluntarily on liberal lines in order to prevent the Sultan, at a very critical time for British interests, from throwing himself into the arms of our foreign neighbours, who were then actively bidding for supreme influence at Zanzibar.

It is also to be remarked that the rental was agreed to in silver dollars, and still remains what it was at the time of settlement. The expression, therefore, of the amount in sterling money conveys an impression which is wholly misleading, namely that the value of the rent to the Sultan of Zanzibar has depreciated from £14,000 to £11,000 per annum, the fall in exchange value being merely incidental to the depreciation of silver, which in no way affects the payment to the Sultan.

In the next paragraph on the same page, it is stated that the rights and duties of the Company in the interior are dependent on the Royal Charter. This is an error. They are derived from treaties concluded with the native chiefs and confirmed by the Charter.

In the next paragraph a charge is made that the Company withdrew from Uganda, etc., without notifying to the kings and chiefs with whom it had made treaties any denunciation of those treaties. Had the Company denounced those treaties on withdrawing pursuant to arrangement with her Majesty's Government, the act would have gravely prejudiced the position of Sir G. Portal as her Majesty's Commissioner, taking over the rights which the Company was surrendering. Sir G. Portal himself elsewhere states that the natives believed that those treaties were made on behalf of the British Government, and that it was essential if confidence was to be retained that continuity of Government should be unbroken. Under these circumstances, the Company wisely and of purpose, allowed her Majesty's Government to step into all their advantages during the tentative administration following the withdrawal. As to 'certain commercial advantages' in consideration of which it is stated the Company promised in its treaties protection to the native tribes, it may be sufficient to observe that no commercial advantages of any kind are either mentioned or suggested or involved in the treaties made by the Company; the terms of these treaties are before the public in the Blue Books, and they will not bear out the allegations of the Commissioner.

It is also stated that the only posts held by the Company in the interior are the stations at Kikuyu and Machakos; that neither of these places are of any commercial or political value except as stations on the road to Uganda, and it is asked whether the possession of these two posts 'is a sufficient result for the five years

which have elapsed since the Charter was granted?' As to the value of Machakos and Kikuyu, the Commissioner's testimony in his dispatch of 24th May, pages 2 and 3, hardly corresponds with his latter statement. 'The countries surrounding Machakos,' he says, 'are not only picturesque, but appear to be exceptionally fertile and capable of producing every sort of grain and vegetable with remarkable luxuriance. The people too are expert and diligent agriculturists, and have hitherto only been prevented by fear of the Masai raids from greatly extending the area of their cultivation. The climate is well adapted for Europeans, and I do not think it is an exaggeration to say that even European children would thrive in this district, which is, I believe, the case in none even of the best of the Indian Hill stations.' Of Kikuyu he speaks as a 'fertile and densely populated country,' and the character of the country was already sufficiently established by all the travellers who have visited it.

As to whether the results of the Company's work are commensurate with the term of its existence, Sir G. Portal himself on page 35 of the Blue Book bears different testimony to that just alluded to.

For the purposes of the argument on page 34 the achievements of the Company are restricted to two inland stations; but on the following page the Commissioner, freed from the trammels of the argument, bears willing testimony to the work done by the Company in the acquisition in the face of great difficulties 'for the benefit of British commerce of this potential market for British goods.'

On page 34 it is stated to be in no way the interest of Zanzibar to contribute to the prosperity of its own coast ports for the benefit of the Company, and throughout the report it cannot fail to be observed that the interests of the Company and of Zanzibar are placed in antagonism. Her Majesty's Commissioner, in taking this view, evidently overlooked the terms and spirit of the contract between the Company and the Sultan embodied in the Concession, wherein (Article I.) his Highness pledges himself 'to do all acts and all 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,' etc. In the interests of Zanzibar antagonism to the Company is neither just nor necessary, and the same observation is applicable to the policy of 'watching and reporting on the dealings of the Company's officers' outlined at the beginning of page 35.

It is not correct to assume that the Company have 'practically resigned their rights acquired under this Charter,' seeing that they still retain administrative powers in virtue of treaties approved by her Majesty's Government for a distance of 350 to 400 miles in the interior, nor can there be any question of 'surrendering' their Concession except upon such equitable terms as may be acceptable to the shareholders of the Company.

On page 36 it is charged against the Company that it abrogated to itself a practical monopoly of trade in the countries under its administration. This statement is absolutely contrary to fact. Not only have the Company's whole energies been devoted to administration and opening up of the country, but at the coast from the very first it adopted a system of encouraging native traders, the Company and its officers abstaining from all trading transactions. In order further to stimulate native enterprise, and to facilitate the operations of native traders, the Company established a system of advances of money to traders to relieve them from the exorbitant charges of the usurers at the coast. This system, however, after having successfully worked to the great advantage both of the traders and the trade for some considerable time, was put an end to through the intervention of her Majesty's Agent and Consul-General instigated by the money-lenders on the coast, whose interests were affected and were officially preferred to those of the traders. These facts are known to her Majesty's Government.

The hypothetical case assumed for the purposes of the argument of a Company's representative haggling over the price of a tusk of ivory, or a bag of gum, with the king or chiefs, who had just been admonished or advised by the same official in his administrative character, is one which never occurred, and which never could arise under the system adopted by the Company. It requires no further criticism.

In the consideration of the important questions raised in Sir G. Portal's report, the Directors beg to remind the Earl of Kimberley that the Company was established in 1888. Sir G. Portal's appointment as Consul-General at Zanzibar dates only from August 1891, a date subsequent to the Anglo-German Agreement, signed in July 1890, which concluded the vexatious political and boundary disputes so successfully contested by the British East Africa Company. Sir G. Portal, therefore, had not the personal experience of the state of chaos in which the Company entered the country, and the magnitude of the various difficulties they had to overcome, to enable him to compare the condition of things that then existed with those of

to-day throughout the vast territory now opened out. Independent testimony, however, can be obtained from Sir C. Euan-Smith, who preceded Sir C. Portal in the office of Consul-General

The Directors have repeatedly urged upon her Majesty's Government the necessity for an early decision being arrived at, and I am instructed to repeat that the Company will offer no obstacle to any equitable arrangement that may be decided upon by her Majesty's Government for the administration of the country.

I enclose copy of a letter received from Captain Lugard dealing with certain points in Sir G. Portal's report, relating to the Company's administration in Uganda.

(Signed) GEORGE S. MACKENZIE,
For Chairman.

The Under Secretary of State,
Foreign Office.

(Copy.)

11th April 1894.

Sir,—With regard to the points in the report of Sir G. Portal to Government on the Uganda question, to which you have drawn my attention (as your late representative in Uganda), I have the honour to make the following reply.

1. So far as my own caravan, both to and from Uganda, is concerned, every possible effort was made to provide for the treatment of the sick natives. In the absence of a doctor the duty of dressing ulcers, etc., was performed by ourselves. Such provision as was possible was made against the cold by the issue of cloth at Dagoreti, before crossing the uplands of Mau. There were ample medicines. A percentage of spare men to replace or carry sick was always made by me in estimating the numbers necessary for a specified caravan on all occasions. I do not recollect a single death on the march from the time I got my orders for Uganda (at Dagoreti) to my arrival in Uganda, nor yet on the return march; but reference on this point can be made to my returns. Sir G. Portal's caravan, though better equipped, and undertaken under more favourable circumstances, did not therefore show an exceptionally small death roll, nor was he the first to inaugurate methods which showed care and consideration for his men.

2. The statement that the Waganda raid in Unyoro, Ankoli, Koki, Usoga, and carry off slaves, or even compulsory tribute, is, so far as I know, wholly erroneous. Nor is it the case that Kabarega does so in Toru, since a final stop was put to his raids in this direction by the line of Soudanese forts.

3. The ultimatum sent to Kabarega was presumably despatched after I left Uganda. That Sir G. Portal did not think it necessary to take any notice of it does not argue 'weakness' (or as a recently published telegram has it, 'timidity') on the part of the Company's officials. During the Company's tenure Kabarega was beaten on the frontiers of Uganda, and later was expelled from Usagara and Toru, etc. Any 'weakness' was subsequent to the withdrawal of the Company a year ago.

4. Sir G. Portal's statement that the treaties made by me with Mwanga were considered to have been made in the name of the Queen is, I think, hardly correct. The wording of the treaty was 'Acting solely on behalf of the British East Africa Company,' and this was carefully translated into Kiganda. In letters which I have from the king and chiefs they constantly refer to the 'Waku bwa Wa Kamapani' (chiefs of the Company) as the power holding Uganda, and in their final letters sent to me on leaving Uganda, they addressed themselves to the Directors, while making a separate and similar appeal to the Queen. It is, of course, somewhat difficult to define to a native African in African dialect the difference between a Company, and a Royal Charter, and British protection, but the distinction was made as far as possible, and was well known to both sets of European Missionaries, who, as Sir G. Portal says, were the 'veritable political leaders of the people;' consequently, they fully explained it to the people.

5. I do not think that so long as it lasted, the administration of the Company was a 'failure.' They fully implemented the treaties so long as they remained in the country.

6. The contention that the Company before evacuating should have intimated the approaching expiry of their treaties is to me inexplicable. First, by so doing they would have produced the eruption and chaos it was the joint object of the Company and of the Government Commissioner to avoid, and would have embarrassed the Commissioner in his task. Second, the expiry of the treaties, and the termination of the Company's rule actually was most formally made on the evacuation by the Company under Captain Williams. When, according to Sir G. Portal, the Company's flag was replaced by the Union Jack, Mwanga never flew any flag except the Company's, or such imitation of it as we could make in the absence of a sufficiently large official one.

7. The Soudanese in Toru would not have been left 'uncontrolled' had not the unexpected outbreak of war in Uganda temporarily cut off communications. Immediately those were re-opened an officer

was sent, and only the non-existence of the necessary officials prevented the despatch of fully adequate supervision. Upon the acquisition of these troops Sir G. Portal bases the whole of his scheme of the future administration of Uganda.

8. Sir G. Portal is misinformed as to the exercise by the Company of a monopoly of trade in Uganda. On the contrary, the only European trader—Mr. Stokes—who wished to trade in Uganda, was encouraged in every way, his goods were stored at Kampala, his people protected in the war, and no differential treatment was applied to him. The administration and the commercial transactions of the Company were kept wholly distinct under me. With the former I solely concerned myself, and the commercial dealings were conducted by another officer, who solely concerned himself with that department. Thus the same representative could not at one moment be administering, and at the next haggling over a bargain. Arab traders were prohibited by myself temporarily, and more decidedly and permanently by Sir G. Portal himself, on account of political reasons in the disturbed state of the country. Arab and European traders did not buy any slaves in Uganda (page 38) during my time in the country.

(Signed) F. D. LUGARD,
Captain.

The Secretary, I. B. E. A. Co.

APPENDIX No 14.

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.

APPENDIX No. 15.

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 dispatch 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, *23rd April 1892.*

My Lord,—With reference to your Lordship's dispatch, 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, etc.,

P. LE POER TRENCH.

Enclosure in No. 5.

BARON VON MARSCHALL TO SIR E. MALET.

FOREIGN OFFICE, BERLIN,

21st April 1892.

(Translation.)

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, etc.,

MARSCHALL.

THE COMPANY TO THE FOREIGN OFFICE.

2 PALL MALL EAST,

12th May 1892.

Sir,—I am directed to acknowledge the receipt of your letter of 6th May, transmitting copy of a dispatch 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 VII., 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, 25th June 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, 22nd June 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 modification 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,
5th August 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, 23rd August 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,

9th September 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, 1st 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 November 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, 8th December 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 December 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 dispatch 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 ventured 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 desired 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, 24th February 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.

APPENDIX No. 16.

NEUTRALISATION OF PORTS UNDER THE BERLIN ACT.

COMPANY TO FOREIGN OFFICE.

2 PALL MALL EAST,

4th October 1893.

Sir,—I am requested to submit for the consideration of her Majesty's Secretary of State that, whereas the Sultan of Zanzibar has withdrawn his reserves and placed his dominions under the full operation of the free trade and free transit system of the Berlin Act, he has not claimed the benefits now open to him under Chapter III. of that Act.

The Directors of this Company would venture to point out that, as they understand the Act, it is essential that a claim to the benefits of the neutrality clauses should be formally made, as was done by the Congo State and also by Germany in the case of her Protectorate in Usagara, and that if this is not done any belligerent Power might, in the event of war breaking out in which Great Britain as the protecting Power was involved, treat the ports held by the Company as enemies' ports.

Under these circumstances, and without in any way admitting the justice of the Sultan's act in withdrawing his reserves and so violating the basis of his contract with the Company, the Directors would wish to be given clearly to understand whether or not the ports they hold are now entitled to the provisions as to neutrality in time of war as defined in Chapter III. of the Berlin Act ; and, if not, whether it is the intention of her Majesty's Government to advise the Sultan to claim the benefits that have been secured by other Powers whose territories have been placed under the full operation of the Berlin Act, and which it is obviously his interest, and the interest of the Company, under the existing condition, to

secure to his dominions in order to prevent their being made a basis of operations by either party in the event of war ?

(Signed) A. B. KEMBALL,
Chairman.

*The Under-Secretary of State,
Foreign Office.*

FOREIGN OFFICE TO COMPANY.

FOREIGN OFFICE,
17th October 1893.

Sir,—I am directed by the Earl of Rosebery to acknowledge the receipt of your letter of the 4th instant in regard to the application to the territories of the Sultan of Zanzibar of the Neutrality Provisions of Chapter III. of the Berlin Act.

In reply, I am to state that the 3rd chapter of the Act applies, as a matter of course, to all territories placed under the free zone system.

I am to inquire what is the foundation for the statement that the Congo State, and Germany, in the case of Usagara, made a formal claim to be placed under the conditions of that chapter ?

(Signed) P. W. CURRIE.

The Secretary, I. B. E. A. Co.

COMPANY TO FOREIGN OFFICE.

2 PALL MALL EAST,
2nd November 1893.

Sir,—I am requested by the Directors to acknowledge the receipt of your letter of 17th October, informing them that Chapter III. of the General Act of Berlin applies, as a matter of course, to all territories placed under the free zone system, and asking what is the foundation for the statement that the Congo State and Germany, in the case of Usagara, made a formal claim to be placed under the conditions of that chapter.

As to the foundation for the statement that the Congo State and Germany made declarations in regard to the neutrality of possessions they held within the Conventional Basin of the Congo, under the free zone system, I am instructed to refer the Earl of Rosebery to a declaration, dated the 1st August 1885, given to each of the Powers, copy of which is contained in a work by Mons. Banning, of the Belgian Foreign Office, entitled 'Le Partage Politique de l'Afrique.' In this the king notifies to the several Powers that, in conformity

with Article X. of the General Act of the Conference of Berlin, he declares the Congo State for ever neutral, and that he claims the advantages secured in Chapter III. of that Act.

The course here followed by the Congo State would seem to be in accord with the requirements of the Act itself, which only gives in Article X. the option ('la faculté') to any State to place its possessions under this new régime, and does not impose obligations, as is done in the case of the neutrality of the Rivers Congo and Niger, provided for in Articles XXV. and XXXIII.

This is the more marked in the case of the Congo State, seeing that the International African Association had, as stated in Annex 3 to Protocol IX., already expressed its desire on this point. The meaning of the Act is, however, clearly explained in another part of the Annex to Protocol IX. above referred to. The words used are :—

'Le premier des trois Articles qui vous sont soumis prévoit que les Puissances exerçant des droits de souveraineté ou de Protectorat dans le bassin conventionnel du Congo, *pourront, en se proclamant neutres*, assurer à leurs possessions le bienfait de la neutralité. Dans ce cas—et là se trouve la pensée fondamentale de la clause—les Puissances Signataires s'engagent d'avance à respecter cette neutralité, sous la seule réserve de l'observation corrélative des devoirs qu'elle impose. Cet engagement n'est pas seulement contracté vis-à-vis de la Puissance d'où émane la Déclaration de Neutralité, mais à l'égard de toutes les autres Puissances Signataires qui acquièrent ainsi le droit d'en demander le respect.'

It would thus appear that although the declaration is optional and not obligatory, it is nevertheless essential if the benefits referred to in Article X. are to be claimed. Neutrality may, moreover, be made either temporary or perpetual, as stated elsewhere in the Protocol.

The notification issued to the Powers on behalf of the German Empire regarding the inland possessions to the west of Zanzibar, of which Usagara was the chief, and to which we referred in our letter of the 4th ultimo, will be found in the African Blue Book, No. 1 of 1888, page 5, which shows that when notification was given by Germany a formal claim was made to the advantages which are secured by the third chapter of the General Act.

The position of Zanzibar, which was not represented at the Berlin Conference, did not escape notice, for it is specially referred to in Annex 3 to Protocol IX., as follows :—

'Ajoutons, comme M. l'Ambassadeur d'Angleterre en a fait la

remarque, que *la faculté de se déclarer neutres* appartiendrait aux Puissances adhérentes qui exercent une Souveraineté ou un Protectorat dans les territoires du bassin conventionnel du Congo, au même titre qu'aux Puissances Signataires. Tel serait le cas, par exemple, pour le Sultan de Zanzibar, s'il adhéraît à l'Acte Général et plaçait ses Etats sous le régime défini par cet Acte.'

The Directors do not in any way wish to question the view taken by the Earl of Rosebery as to the application of the Act; they would only venture to suggest that as the matter is one in which third Powers are concerned, and that as the immunity from loss in time of war, held out in the Act, depends rather upon how the Act is read by the enemy than by the territorial Power, it might be expedient in case any doubt exists, and in order to prevent the question being raised at an inconvenient time to give notice, even if this is not thought to be strictly necessary, as has been done by the Congo State and Germany, and to claim the advantages which it is thus in our power unquestionably to secure by making the declaration which other Powers have done.

(Signed) A. B. KEMBALL,
Chairman.

P.S.—The words of the Protocol have been underlined to which attention is specially desired.

*The Under-Secretary of State,
Foreign Office.*

FOREIGN OFFICE TO COMPANY.

FOREIGN OFFICE,
17th November 1893.

Sir,—I am directed by the Earl of Rosebery to acknowledge the receipt of your letter of the 2nd instant, which clearly explains the meaning of the letter of the 4th October, relating to the expediency of proclaiming the neutrality of Zanzibar.

I am to observe that the cases of the Congo State and Usagara are not analogous. The former is an independent State whose territory is exclusively within the free zone, whereas Zanzibar, though geographically in the same position, is under the Protectorate of a Power lying outside the sphere, by which her foreign relations are controlled. Usagara is not an independent State adhering to the Act, and would seem to be covered rather by the provisions of the 11th than by those of the 10th Article.

Her Majesty's Government are not prepared to exercise on behalf

of Zanzibar the faculty conferred on her by the 10th Article of proclaiming herself permanently neutral, but the Directors may be assured that they will not lose sight of the power given by that article of proclaiming her temporary neutrality when occasion for doing so with advantage may arise.

(Signed) P. W. CURRIE.

*The Under-Secretary of State,
Foreign Office.*

APPENDIX No. 17.

EXTRACT FROM REPORT ON METEOROLOGICAL OBSERVATIONS IN BRITISH EAST AFRICA FOR 1893.

BY E. G. RAVENSTEIN, F.R.MET.SOC.

THE COAST REGION.

The observations are as yet far too scanty and imperfect to enable us to deduce from them true means of the temperature, and still less of the rainfall and humidity. This should be borne in mind, when reading the following remarks.

Temperature. The mean annual temperature varies from 78° (Chuyu, Magarini) to 82° (Mombasa). The coolest month (June, July, or August) has a mean temperature of from 74° to 76°, the hottest (February or March) of from 81·5° to 86° (at Kisimayu). The lowest temperature recorded during 1893 was 63° (Lamu, in June), the highest 94° (Magarini, in December).

The annual range, that is the difference between the means of the coolest and hottest months, amounts, at Mombasa, to only 5·8° F., which is the same as at Zanzibar, whilst at Kisimayu it probably exceeds 10° F. This range, it need hardly be stated, is exceedingly small as compared with what is experienced in Europe.

The daily range, which at Zanzibar amounts to 7·8, reaches 7·7° F. at Mombasa and 13° at Magarini. The extreme months at Zanzibar are April (7° F.) and September (8·9° F.). At Mombasa they are November (5·3° F.) and August (9·6° F.), at Magarini, June (9·0°), and December (16·2°), the greater range at Magarini being due, no doubt, to its situation at some distance from the coast and on the slope of a hill. Hygienically this small daily range may be looked upon as a favourable feature of the climate of Eastern Africa.

The *relative humidity* at Mombasa, Malindi, and Witu amounts to 81 per cent. At Lamu it is probably higher. The atmosphere is driest immediately before or shortly after the commencement of the heavy rains, say in March; dampest in the month having the heaviest rainfall, namely, April or May.

Rainfall. The rains, as in other tropical countries, follow the sun, commencing soon after the sun has passed the zenith. There are thus two rainy seasons in the year, viz., the 'greater rains' (Mazika), which culminate in April or May; and the 'lesser rains' (Mvuli), which last from October to November or December. 'After rains' in July, so anxiously looked for by agriculturists in Zanzibar and in Uganda, do not appear to occur in the coast region under review.

There are no months in British East Africa in the course of which an occasional shower may not be expected, but January and February, and sometimes September and October, are practically rainless months at Mombasa and all along the coast.

The amount of rain varies exceedingly from year to year. At Zanzibar, where the average is 64 ins., the annual amount has been found to vary from 46 ins. (in 1874) to 167 ins. (in 1859), and there seems some justification for the opinion that the rainfall has become less with increasing cultivation.

At Mombasa the average rainfall during about ten years amounted to 51 ins., varying between 26 ins. in 1892 and 91 ins. in 1877, and that this heavy rain placed on record is no exaggeration, due to errors of observation, is proved by the fact that an independent observer at the neighbouring missionary station of Ribe, the Rev. Thos. Wakefield, measured 90 ins. in the same year.

Even more marked is the difference in the amount of rain for the same month in different years. Thus May yielded from 4.5 to 16.6 ins.; February from 0.02 to 3.17 ins.; July (an important month for the planter) from 1.68 to 9.45 ins.

This uncertainty in the amount of rain would seem to call for works of irrigation or the formation of water reservoirs, which could regulate the supply and meet deficiencies in exceptionally dry seasons.

Observations have not as yet been continued for a sufficient number of years to enable us to form true means, but accepting 51 ins. as the mean for Mombasa, and making use of all synchronous observations, I am inclined to believe that the mean annual rainfall at stations in Africa will be found to be as follows:—

Mombasa	...	...	...	51 inches
Malindi and Jilori	...	...	...	45 "
Magarini	...	...	...	39 "
Lamu	...	...	...	37 "
Kisimayu	...	...	...	11 "

The rainfall appears thus to decrease very rapidly as we proceed northward along the coast.

The *frequency* of the rainfall is as important a feature from an agricultural point of view as the amount which falls. The number of rainy days varies quite as much from year to year as does the quantity ; at Mombasa, for instance, it ranges from seventy-two to one hundred and sixty-four days.

The quantity which has fallen on particular days has occasionally been excessive, and must have proved a great trial to the agriculturist. Here are a few instances of heavy rains within twenty-four hours :—

3·57 ins.	at Lamu
3·55	„ Mombasa
3·51	„ Chuyu
2·85	„ Malindi
2·50	„ Magarini

All these heavy falls were registered in the April of 1893, a year the rains of which far exceeded the average.

Observations of the *wind* were made at Chuyu, Malindi, and Witu. Local circumstances undoubtedly influence the direction of the wind, as does also the hour of the day, but broadly speaking, it may be stated that southerly or south-westerly winds prevail from March or April to September or October, whilst easterly or north-easterly winds are supreme during the remainder of the year.

THE INTERIOR.

In a country the mountains of which pierce the region of perennial snow, it would be easy to find stations, the mean temperature of which would be the same as that of any town in Europe. But as mean temperature is not the only, nor the most important factor, which distinguishes a tropical climate from the climate of our temperate regions, it would be rash to conclude from this that these upland stations would be suitable for European 'colonists.' No elevation above the sea level is capable of obliterating those distinguishing features of a tropical climate—a small annual range and a great daily range of temperature—whose influence upon the well being of Europeans cannot be underrated. At Machakos, which seems in many respects the most favoured station occupied by the Company, the mean temperature is only 65° ; the extremes recorded vary between 48° and 81°. Their range, however, would have been much more considerable had maximum and minimum

thermometers been available. At Fort Smith, in Kikuyu, the mean temperature is still less, whilst the range is nearly the same. At all these stations the daily range seems to approach if it does not exceed 20° F., which is nearly double of what is experienced at Greenwich.

I estimate the mean annual rainfall as follows:—

Mbungu 28 ins. ; Machakos 47 ins. ; Fort Smith (Kikuyu) 43 ins.

SUMMARY OF METEOROLOGICAL OBSERVATIONS IN EAST AFRICA.—The Roman numerals denote the month. Only Days of at least o'or iii. Rainfall are counted s Rainy Days.

Stations.	Mean Temperature.				Annual Range.	Mean Daily Range.				Relative Humidity.			Rainfall.	
	Year.	Coolest Month.	Hottest Month.	°F.		Extreme Months.		Year.	Driest Month.	Dampest Month.	Year.	Amount.	Days.	
						Greatest.	Least.							
						°F.	°F.							°F.	°F.
1. Greenwich, 51°20' N.	49.5	I. 38.5	VII. 62.4	23.9	VI. 17.9	XII. 3.8	10.6	VI. 75	XII. 65	8.2	In 25	No. 168		
2. Vienna, 48°15' N, 16°20' E	49.5	I. 28.0	VII. 68.9	40.1	VI. 18.4	I. 8.5	14.4	V.VIII. 63	II. 84	72	23.4	144		
3. Rome, 71°54' N, 12°29' E	59.5	I. 44.1	VII. 76.3	32.2	VI. 17.5	XII. 9.7	14.7	VII. 56	XII. 75	67	30.3	114		
4. Cape Town, 33°56' S, 18°30' E, 43 feet	61.0	VII. 54.7	I. 69.4	14.7	I. 21.6	VI. 15.1	19.0	I. XII. 67	V. 81	74	24.8	88		
5. Kilwa, 90° S, 39°40' E	78.8	IX. 77.7	V. 80.2	2.5	XII. 18.4	III. 9.2	13.3	IX. 79	IV.XI. 91	85	45.9	91		
6. Bagamoyo, 6°25' S, 38°55' E	77.9	VII. 73.6	II. 84.2	10.6	..	..	..	X. XI. 76	IV. 88	81	32.6	106
7. Zanzibar, 6°10' S, 39°14' E	79.8	VIII. 76.8	III. 82.6	5.8	IX. 8.9	IV. 7.0	7.8	XI. 78.5	IV. 84	80.3	61.34	114		
8. Tanga, 5°5' S, 39°5' E	79.1	VIII. 74.8	III. 83.6	8.5	VIII. 20.6	II. 11.2	15.3	X. 75	V.VII. 89	81	62.2	86		
9. Chuyu, 4°38' S, 39°21' E	78.1	VIII. 74.5	III. 81.9	7.4	..	..	..	..	..	..	60.9	115
10. Mombasa, 4°4' S, 39°42' E	81.7	VII. 76.4	III. 82.2	5.8	VIII. 9.6	XI. 5.3	7.4	..	..	..	50.7	108
11. Ribe, 3°52' S, 39°49' E	79.6	VII. 74.8	III. 84.0	9.2	II. 10.7	VI. 5.3	7.9	III. 77	V. 86	81	90.5	117		
12. Takaungu, 3°41' S, 39°52' E	..	..	..	..	..	..	..	..	..	..	39.5	95
13. Malindi, 3°13' S, 40°9' E	80	VI.VII. 77	III. 84	7	..	..	..	III. X. 77	IV. 85	81	41.2	96
14. Jilori, 3°10' S, 39°55' E	..	..	..	..	..	..	..	..	..	..	52.0	97
15. Magarini, 3°5' S, 40°6' E	78.1	VI. 73.7	III. 81.5	7.8	XII. 16.2	VI. 9.0	13.0	..	..	..	36.4	140
16. Lamu, 2°16' S, 40°54' E	79	VI. 76	III. 85	9	..	..	..	..	..	..	33.6	84
17. Wittu, 2°23' S, 40°25' E	79	VIII. 75.9	III. 85.8	9.9	..	..	..	..	..	..	47.4	132
18. Kisimayu, 0°22' S, 42°33' E	..	..	..	..	..	..	..	..	..	..	..	..
19. Kakoma, 5°47' S, 32°20' E, 3,600 ft.	72.0	VI. 64.4	X. 80.2	15.8	VI. 36.4	II. 20	27	X. 33	III. 81	62	39.0	95		
20. Mlalo, 4°34' S, 38°17' E, 4,600 ft.	65.1	VII. 59.7	XI. 67.8	8.1	VI. 29	VII. 16	22	..	..	..	..	108
21. Mbungu, 3°46' S, 39°30' E	81.7	..	..	..	..	..	..	..	..	..	30.9	c. 98
22. Sagala, Taita, 3°33' S, 38°5' E, 3,860 ft.	72	VII. 67	III. 77	12	IX. XI. 26	IV VII. 18	21	..	..	..	..	..
23. Mochi, Kilimanjaro, 3°18' S, 37°23' E, 5,500 ft.	65	VI.VII. 60	II. XII. 69	9	II. X. 20	IV VII. 12	16	..	..	..	..	..
24. Machakos, 1°31' S, 37°18' E, 5,400 ft.	65	VII. 58	II. 69	11	..	..	..	II. 66	XII. 80	c. 75	c. 56	c. 120
25. Fort Smith, Kikuyu, 1°14' S, 36°44' E, 6,400 ft.	61	VII. 57	II. 66	9	..	..	..	II. 69	IX. 92	82	59	118
26. Natete, Mengo, 0°20' N, 32°35' E, 4,100 ft.	71.4	VI. 69.3	X. 74.1	4.8	I. 24	VI. 18	21	..	..	..	47.61	114
27. Lado, 5°2' N, 31°44' E, 1,526 ft.	80.6	VIII. 77.4	III. 86.0	8.6	II. 30.8	VII. 17.6	24.1	42	80	66	38.3	147		

REMARKS.

- 5, 6, 8. *Kilwa, Bagamoyo and Tanga.* From observations made in 1892 (Deutsche übersee. Beob. VI. 1893). Daily Ranges quite unacceptable.
 7. *Zanzibar.* Temp. 12 years; Daily Range 10 years; Rel. Hum 6 years; Rainfall 16 1/2 years.
 9. *Chuyu.* From observations extending over 16 months. Mean Temp. = 1/2 (7 1/2 + 10).
 10. *Mombasa.* From Rainfall obsns. extending over 9 1/2 yrs. Mean rel. hum. = 1/2 (7 1/2 + 4).
 11. *Ribe.* From obsns. by Rev. Th. Wakefield, May 1876-Dec. 1877. Rainfall for 1877 only. The Daily Range of Temp. is taken to be the difference between the temperatures recorded at 6 a.m. and at noon, or 3 p.m.
 12. *Takaungu.* From rainfall observations extending over 26 months.
 13. *Malindi.* Mean temp. = 1/2 (7 1/2 + 4); Mean Lum. = 1/2 (7 1/2 + 10); Rainfall from observations during 35 months.
 14. *Jilori.* Rainfall in 1893, partly estimated.
 15. *Magarini.* Mean temp. = 1/2 (max. + min.); Rainfall from obsns. during 16 months.

- include obsns. made October 1889 to March 1891, by C. Weiss, of the German East Africa Company.
 17. *Wittu.* Rainfall from observations made during 21 months.
 19. *Kakoma,* in Unyamwezi, from obsns. made during one year (1891-92), by Dr. Kaiser and Reichard (Mittheilungen d Deutschen Afrik. Ges. V. p. 80).
 20. *Mlalo.* (Hohenfriedenberg), in Usambara. From obsns. made during one year (1891-2) by H. C. Holt (Mittheilgn. aus Deutschen Schutzgebieten, VI. 1893, p. 93).
 21. *Mbungu.* From 25 months' obsns. by Rev. Ch. Niedermeyer and Rev. J. Holmann.
 22. *Sagala, Taita.* From one year's obsns. by Rev. W. Morris and Mr. J. Wray, C. M. S.
 23. *Mochi, Kilimanjaro.* From one year's obsns. by Rev. W. Morris and Rev. E. A. Fitch, C. M. S.
 24. *Machakos.* Based on eight months' observations, made 1893-4.
 25. *Fort Smith, Kikuyu.* Based on 11 months' observations made 1893-4.
 26. *Natete,* near Mengo, Uganda. Rainfall the mean of nearly seven years.

APPENDIX No. 18.

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, 5th June 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.*

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.

* 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 endorsed 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 to 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 twenty-five dollars (twenty-five dollars, or say £3 19s. 6d.) per head. These slaves were 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

several Mission Stations ; their residence was not disturbed, nor were they invited even to enter the service of the I. B. E. A. Co. As free people they were and are at liberty to remain or move about and live where they please. They claim and earn daily wages like other people. The Company in no way, either directly or indirectly, controls or interferes with them. In no case did these slaves ever contribute a penny piece toward their redemption by reduction or stoppage of wages, or in any other way whatever. Their freedom was an absolutely free gift made to them.

- (b) *Slaves belonging to the Giriama Wa-Duruma and other tribes dealt with under my last proclamation.* These belonged to masters living in the interior and Arabs who could not be communicated with.

Sir John Kirk, when Consul-General, having sanctioned the mission societies harbouring this class of slaves, I left them to be dealt with by you should the question of their liberation at any time arise. I, merely as a matter of check, and the more effectually to stop the mission societies from continuing the practice of harbouring any further runaways, gave to these people a certificate termed a 'permit of residence' only. No payment whatever was made on their behalf, but nevertheless they are recognised to be on precisely the same footing in all respects as Class (a).

My late proclamation will be retrospective as regards them, and they will now be freed without payment of any kind either by the Company or by themselves.

Their masters cannot raise an objection to the retrospective action of the proclamation, for its object is to protect their own tribes, and if not at once made operative would prove detrimental to the general interests of the individual tribes specified.

2nd. *The Fulladoyo Runaways.* These are slaves similar to Class (a) before mentioned, who have formed a powerful settlement in the interior by themselves, in no way connected with the European mission societies. Their freedom however depends on their remaining a united and compact body, strong enough to repel the attempts of their masters to recapture them. Of necessity these people were unable to move far from their strongholds, and were absolutely debarred from coming to the coast towns to take service with the Company, or to engage themselves as porters in caravans despatched into the interior from Mombasa. Nor could they even in times of

drought, when their crops failed, participate in earning daily wages on the relief works put in hand at Mombasa.

As in the case of the runaways harboured at the Mission Stations, these Fulladoyo people will be registered. The following are the terms of the agreement come to by Arabs in public meeting, which is signed by the Lewali on behalf of the elders and people, thus making the document generally binding.

Any slave entered on the register is at liberty at once to come to the coast, and on undertaking to pay his master within a reasonable time 15 dols., say £2 6s., for the purchase of his freedom, he receives all the benefits and protection of a free man.

On payment of the 15 dols. being completed, his master signs the register, and the slave receives his 'certificate of freedom.'

The Company in no way seeks to entice him into taking service with it. Preference is given to the employment of these people on the same scale of pay as free labour, merely to afford them the opportunities of constant employment, and so the sooner, if they prove themselves thrifty, to save sufficient to pay for their redemption. The rate of hire for the ordinary Zanzibar porters is five dollars per month, with a daily allowance of food.

They usually, as you know, obtain from two to three months' advance before setting out on their journey. If a Fulladoyo runaway presented himself for service as a porter, which is the most lucrative and popular work amongst them, the Company would at the end of his first three months' service treat his wages as an advance; pay the sum of fifteen dollars to the registered master, and at once present the individual with his 'freedom certificate.' He would be at liberty to return at any time and cultivate his fields at Fulladoyo, or go and work where and how he pleased, and be accorded all the rights and privileges of a free man.

3rd. *The liberation, under late proclamation, of all slaves belonging to tribes at the back of the British coast-line, and extending for a distance of about 300 miles into the interior.*

In public meeting I had a document drawn up and signed by the Lewali on behalf of the elders and people, constituting these tribes who have treaties with, and so brought themselves under the protection of the Company, free people, who cannot, according to the 'sheria' (the law of the Koran) be held in servitude. It has long been the practice for passing trading caravans to capture these people and sell them as slaves on coming to the coast; their country, too, is dependent on the rainfall for raising of their crops, they are thus subject to frequent famine, and at such times it is

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 5,000 to 6,000 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

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 (1st August, 1890).

(Signed) ALI BIN SAID,
Sultan of Zanzibar.

(Seal)

[Article VIII 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 Mahomedan countries does not exist by virtue of any Act of existing Government. It is a state of things recognised by the Mahomedan 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 Mahomedans, 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 Mahomedans, 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.’

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