

predecessor Aje had given it a bad name. He said Aje was alone to blame for the plunder of Mr. Laird's factory, and he hoped, as he was dead, traders would again come to Abo; he assured us that, during his rule, both traders and missionaries would be protected; he readily signed the Treaty; and having given him his presents, which he received with great satisfaction, we took leave of him, and went on board. I sent a small present to Tchukuma, and the same day we got under weigh, and without communicating with any other place we arrived at the mouth of the river late in the day on the 14th. On the 15th coal and wood was taken on board, and next morning crossed the bar, and arrived at Lagos on the 17th, without losing a man. The cases of fever we did have on board were, in my opinion, caused by exposure on shore, and the want of rest at night. I suffered only from a cold. The lower part of the Delta should always, if possible, be passed without stopping; higher up the river is as healthy as any other part of tropical Africa.

I am, &c.

Lieutenant-Governor Glover.

WM. McCOSKRY.

AFRICA (BIGHT OF BIAFRA).

CONSULAR.

No. 26.—Earl Russell to Consul Burton.

SIR,

Foreign Office, January 12, 1863.

I TRANSMIT to you herewith a copy of a letter from the African Association at Liverpool, inclosing copies of agreements proposed to be entered into between Pepple, King of the Bonny country, on the one part, and Messrs. Foster and Chamerovzow on the other part, by which certain exclusive privileges of trade and navigation are to be granted to the latter in consideration of the sum of 20,000*l.*, to be paid by them to the King.

I have to acquaint you that I referred the papers in question for the consideration of the proper law officer of the Crown, and in conformity with his opinion I have to state to you that the agreement, which restricts for the period of 20 years, to particular persons, the rights of navigating the River Bonny, and of placing exclusive trading establishments thereon, is at variance with the letter and the spirit of Article VI of the Treaty with the King and Chiefs of the Bonny of the 21st of November, 1848, which confers upon all Her Majesty's subjects the right of trading freely in all the rivers, places, and ports of that Kingdom.

I have accordingly to desire that you will inform King Pepple that any privileges of trade or navigation which he may grant to Messrs. Foster and Chamerovzow and Viscount Thury will be claimed equally for all British subjects.

I am, &c.

R. F. Burton Esq.

RUSSELL.

(Inclosure 1.)—*The Vice-Chairman of the Liverpool African Association to Earl Russell.*

MY LORD, *African Association, Liverpool, December 18, 1862.*

I HAVE been requested to forward to your Lordship the inclosed copies of agreements proposed to be entered into between Pepple, King of Bonny, West Coast of Africa, and Messrs. John Foster and Louis Alexis Chamerovzow, of London, and Viscount de Thury, of Paris, by which it will be seen that exclusive trading privileges are proposed to be granted by the King to these parties. It is clear that such exclusive privileges will operate most prejudicially to the interests of all the other parties trading in that river. About 15,000 tons of palm-oil are exported annually from that river to this country. Almost all this oil is brought down the creeks and rivers from the 'up-country, and such proposed trading stations would, or might, effectually intercept this trade passing to the vessels trading in the river. It would also be very likely to lead to disturbances between the native Chiefs and the persons living at such stations; and as some of the Contracting Parties are foreigners, it would probably lead to interference by the men-of-war of their respective countries, the result of which it is impossible to predict.

The proposed agreement would appear to be clearly at variance with the Treaty of the 21st November, 1848, concluded by this country with the King and Chiefs of the Bonny, and alluded to by Lord Palmerston in a letter to this Association, dated the 7th of November, 1849, viz. :

Article VI. "The subjects of the Queen of England may always trade freely with the people of the Bonny in every article they may wish to buy and sell in all the places and ports and rivers within the territories of the Kings and Chiefs of the Bonny and throughout the whole of their dominions. And the King and Chiefs of the Bonny pledge themselves to show no favour, and give no privilege to the ships and traders of other countries which they do not show to those of England."

When the French Government attempted to obtain a Treaty by which English traders would have been effectually excluded, and no doubt the French Government would have endorsed the Treaty had it been made.

We consider it, therefore, highly important to draw your Lord-

ship's attention to this matter in order that measures may be adopted to protect British interests in the Bonny.

I have, &c.

Earl Russell.

THOMAS HARRISON, *Vice-Chairman.*

(*Inclosure 2.*)—*Memorandum of Agreement made and entered into this 16th day of August, 1862, between Richard Thwaites, of Highbury Terrace, Islington, in the county of Middlesex, Esquire, Agent for and on behalf of King Pepple, of the Bonny, hereinafter called the said party hereto of the first part, and M. Etienne Vicomte de Thury, of 26, Rue de l'Université, Paris, in the Empire of France; John Foster, of 28, Queen Street, in the city of London, Gentleman, and Louis Alexis Ohamerozow, of 27, New Broad Street, in the said city of London, Esquire, hereinafter called the said parties hereto of the second part: Witnesseth that the said party hereto of the first part agrees, on behalf of the said King Pepple, his heirs and successors, to grant to the said parties hereto of the second part the following privileges, that is to say:*

1st. THE exclusive right of way or navigation from above the town of Bonny for steamers and other vessels up, in, and through the River Bonny, which is the better of the two only practicable entrances into the Niger, for the term of 20 years, from the 1st of January, 1863; such right, however, not to interfere with the rights of native traders to navigate the said river, or with the rights of the King and his successors to navigate the same.

2nd. The exclusive right of establishing trading stations on the banks of the said River Bonny above the town of Bonny, such right not to interfere with any rights of the King or his successors to establish stations to trade on his or their personal account, or in combination with any person or persons being born the subject or subjects of the said King or his successors, but not as agent for or in combination or co-partnership with any trade firm, company, person or persons whomsoever not born subjects of the said King or his successors.

And the said parties hereto of the second part agree that, upon proof being given to them in the city of London of the ratification of this Agreement by the said King Pepple they will pay, within 3 months after such proof has been given as aforesaid, to the said King, or to his authorized agent or agents in that behalf, the sum of 20,000*l.*

And it is agreed and declared, by and between the parties hereto, that this Agreement and all stipulations herein contained is and are to become null and void in either of the following events:

1st. If this agreement be not ratified by the said King within 3 months from the date hereof.

2ndly. If, upon such proof of the ratification thereof as aforesaid, the said parties hereto of the second part, or some or one of them, do not pay to the said King or his authorized agent or agents the said sum of 20,000*l.* within the time and manner aforesaid.

Provided always, and it is hereby further expressly understood and agreed between said parties hereto, that nothing herein contained shall exempt the said parties hereto of the second part from paying to the said King of Bonny and his successors such rates, tolls, customs dues, or other assessments in respect of their vessels, steamers, boats, and barges, or their freights, cargoes, or merchandize, or of the vessels, steamers, boats, barges, freights, cargoes, or merchandize of any person or persons, or company or companies for the time being claiming under the said parties hereto of the second part, or entitled to use the said right of way or navigation by virtue of this Agreement, or of any deed or deeds to be executed in pursuance thereof, as hitherto have been or shall be usually and from time to time levied and paid in respect of the vessels, steamers, boats, and barges, freights, cargoes, or merchandize of other parties passing into or up the said River Bonny as far or as high as the town and port of Bonny, or as the said King and his successors hitherto hath and have been, and now is or are entitled from time to time to levy and enforce payment of in respect of such last-mentioned vessels, steamers, boats, and barges, freights, cargoes, and merchandize. And it is hereby agreed that ingress to and egress from the portion of the River Bonny the exclusive right of way or navigation whereof is the subject of this Agreement, from or to the sea, shall be only through the lower portion of the said river, passing the port and town of Bonny.

Provided also, and it is hereby declared, that every right of way, interest, and privilege whatsoever hereby provisionally agreed to be sold or assigned, is agreed to be so sold or assigned, and to be taken and accepted without any prejudice whatsoever, and entirely subject to all and every the vested rights or right, or interests or interest, of any third parties or party whatsoever in the premises, or any part thereof.

It is further agreed that, in case of the happening of either of the events on which this Agreement shall become so null and void as aforesaid, neither party shall have any recourse or claim whatsoever upon the other party in respect of the aforesaid Agreement. And particularly it is agreed that nothing herein contained shall in any manner render liable the said Richard Thwaites to any persons, or in any respect whatsoever. And lastly, it is hereby agreed that the words "the said party hereto of the first part" mean and shall

include, as well the said King Pepple as his successors, and the words "the said parties hereto of the second part" mean and shall include, not only the said M. Etienne, Vicomte de Thury, John Foster, and Louis Alexis Chamerozvow, but also their heirs, executors, administrators, lessees, licensees, appointees, nominees, or assigns, and all persons lawfully claiming through or under them.

As witness the hands of the parties the day and year first above written.

RICHARD THWAITES.

THURY.

JOHN FOSTER.

LOUIS ALEXIS CHAMEROVZOW.

I, Pepple, King of the Bonny, do hereby ratify and confirm the above written Agreement.

As witness my hand this day of , 1862.

Witness :

I, William Webb Venn, jun., of London, Notary Public, by royal authority, duly admitted and sworn, do hereby certify and attest unto all whom it may concern that the Agreement hereunto annexed under my official seal has been duly signed in my presence by Richard Thwaites, Esq., M. Etienne Vicomte de Thury, John Foster, Esq., and Louis Alexis Chamerozvow, Esq., the persons therein mentioned and described; so that full faith and credit may and ought to be given to the said Agreement in judicature and thereout.

In witness whereof I have hereunto set my hand and seal of office to serve and avail where needful, London, this 20th day of August, 1862.

Quod attestor.

W. W. VENN, JUN., *Public Notary.*

To all to whom these presents shall come, I, Pepple, King of the Bonny, send greeting :

Whereas by a Memorandum of Agreement bearing date the day of August, 1862, Richard Thwaites, of Highbury Terrace, Islington, in the county of Middlesex, as Agent for me, and on my behalf, agreed with M. Vicomte de Thury, John Foster, gentleman, and Louis Alexis Chamerozvow, Esq., therein described, for the sale to them of the exclusive right of way or navigation through and of establishing trading stations on certain portions of the River Bonny as therein mentioned, and subject to the provisos and conditions therein contained for the term of 20 years, from the 1st day of January, 1863, in consideration of the sum of 20,000*l.* to be paid by the said last mentioned parties to me or my agents as therein mentioned, but the said Agreement was made subject to

the ratification thereof by me, and was to be void in case I should not within 12 months after the date thereof ratify and confirm the same :

And whereas I have this day ratified and confirmed under my hand the said Agreement :

And whereas I am desirous of appointing my said Agent Richard Thwaites, of Highbury Terrace, Islington, in the county of Middlesex, to act as my attorney and for me and in my behalf in carrying out the said Agreement, and in doing all acts necessary, or which may become necessary for or in that behalf :

Now know all men by these presents that I the said Pepple, King of the Bonny, have made, constituted, and appointed, and by these presents do make, constitute, and appoint the said Richard Thwaites my true and lawful attorney, for me and in my name or otherwise to carry out, fulfil, and perform all and every the terms and conditions of the said hereinbefore recited agreement, and to do all acts necessary for carrying out, fulfilling, and performing the same, and for my use and in my name to ask, demand, and receive, sue for, either at law or in equity, and recover the said sum of 20,000*l.*, and all and every sum and sums of money whatsoever that are or is or will become due and owing to me of and from the said parties to the said Agreement, or any of them, or any person or persons whomsoever claiming under them, and on receipt or payment thereof, or of any part thereof, for me and in my name, proper receipts and discharges for the same to sign and deliver, and to do all other lawful acts and things in and about the premises as effectually as I could do the same if I was personally present :

And also for me and in my name, and as my act and deed, to sign, seal, deliver, and execute all or any deeds or deed which shall appear to him or which he shall be advised to be proper for effectually conveying and assuring the rights or privileges, or any of them mentioned in the hereinbefore recited agreement, or for carrying out, fulfilling, or performing the said agreement, and the terms thereof, and also to do or execute in or about the premises any other acts, deeds, matters, or things whatsoever, and to take and institute any actions, suits, and proceedings at law or in equity which he, the said Richard Thwaites, shall deem proper or necessary to be done or executed by or on my part and behalf.

And all and whatsoever the said Richard Thwaites shall lawfully do in the premises, I, the said Pepple, King of the Bonny, do hereby agree to ratify and confirm.

In witness whereof I have hereunto set my hand and seal this day of _____, 1862.

Signed, sealed, and delivered by the above-named Pepple, King of the Bonny, in the presence of us.

DEAR KING PEPPLK, 6, *Old Jewry, London, August 21, 1862.*

Your agent, Mr. Richard Thwaites, called on us a short time since with reference to a proposal made by the Vicomte de Thury and some other gentleman to purchase of you the exclusive right of way through and of establishing trading stations in the upper portion of the Bonny River. Mr. Thwaites informed us you were at present requiring a considerable sum of money, and we considered such an arrangement as the above would be advantageous to you, not only in meeting that requirement, but also that it would greatly extend the navigation through the lower part of the River Bonny, and proportionably increase your revenues from the Custom dues and tolls payable at the port of Bonny.

We therefore suggested that an agreement should be drawn up between Mr. Thwaites and the parties with whom the arrangement was proposed, and after considerable negotiation the agreement inclosed herewith has been come to and signed by Mr. Thwaites, on your behalf, and the other parties, subject however to its ratification by yourself.

You will at once observe that the agreement in nowise interferes with your rights to trade as at present exercised.

We submit the terms of the agreement with great confidence to your approval, and if, as we doubt not, you do approve, you will please act on the following instructions.

We send 3 signed agreements, one of which is duly attested by Mr. Venn, the Notary Public of this city. At the foot of each agreement there is appended a clause of ratification which you must sign, if you please, where we have marked your name, and let a witness sign his name and address where we have marked "A.B., of &c." When you have done this, please return two of the agreements (the one attested by the Notary, and one of the others) to us by the next post. The third agreement you can keep for your own satisfaction and use, and we also inclose for your use a plain copy of the agreement.

It will be necessary, in order to carry out this agreement, to appoint Mr. Thwaites your attorney for that purpose to receive the moneys payable, and execute the necessary deeds, &c.; and we herewith inclose also such power of attorney for your execution. Please execute it before two witnesses, who must sign their names and addresses where we have marked "A.B. and C.D., of &c."

We also inclose an authority to Mr. Thwaites to pay your necessary expenses in reference to the matter, and to pay the balance of the moneys to be received into Messrs. Gurney's bank, or any other bank or establishment you desire. Please sign this also, and fill up the blank left for the name of the bank or establishment

In conclusion, we sincerely hope this scheme will meet your approbation, and that on your returning the papers all executed and signed by you, we may be able to carry it out successfully.

Awaiting your instructions, we are, &c.

To *Pepple, King of the Bonny.* BEVAN AND WHITTING.

DEAR SIR,

I hereby authorize and request you out of any sum or sums of money to be received by you as my attorney, under or by virtue of a power of attorney I have this day executed enabling you to act in my behalf in carrying out the terms of agreement between yourself and M. Etienne Vicomte de Thury and others, to retain and reimburse yourself all expenses to which you have or shall have been put with reference to the said agreement and power of attorney, or the subject matter thereof, and also to pay to Messrs. Bevan and Whitting, my solicitors, all their costs, charges, and expenses in reference thereto respectively, and I request you to pay the balance of any such sum or sums to _____, of London, to my account.

Dated this _____ day of _____, 1862. I am, &c.
Richard Thwaites, Esq. KING OF THE BONNY.

No. 80.—*Earl Russell to Consul Burton.*

SIR, *Foreign Office, June 23, 1863.*

I TRANSMIT to you herewith, for your information, copy of a despatch from Commodore Wilmot, reporting the particulars of his visit to the King of Dahomey in the months of December and January last.

Although Commodore Wilmot did not succeed in getting the King to give up the Slave Trade, or to make any promise that he would desist from his barbarous massacres or customs, Her Majesty's Government are of opinion that it will, on every account, be advisable to cultivate the friendly relations which have been established between the British authorities on the coast and the King; for it is only by personal intercourse with the Dahomian Chief that we may hope to persuade him to give up his human sacrifices, and to turn his energies to the development of the resources of his country.

You will see from Commodore Wilmot's report, that he led the King to expect that he would either return himself to Abomey at the expiration of 6 months, or that he would be visited by some other officer deputed by Her Majesty's Government to confirm the friendly and conciliatory messages of which the Commodore was the bearer. It has been determined that the expectations thus held

out to the King shall not be disappointed; but as the important duties devolving upon the senior officer on the African station will not permit of his absenting himself from his command, it will not be possible for Commodore Wilmot to return to Dahomey.

Under these circumstances Her Majesty's Government, having every confidence in your judgment, discretion, and knowledge of the African character, have determined to intrust to you the duty of making known their views to the King and Chiefs of Dahomey; and I have accordingly to desire that you will hold yourself in readiness to proceed to Abomey as soon as possible after the arrival on the African coast of the packet which will leave this country with the African mails on the 24th of July next.

You will receive by that opportunity further and detailed instructions for your guidance, together with such presents as it may be deemed advisable to make to the King, and in the meanwhile it will perhaps be expedient that you should announce, through the authorities at Whydah, that you will shortly proceed on a mission to Abomey.

I have requested the Lords of the Admiralty to give directions that you may be conveyed in a ship of war to and from Whydah, but that the journey to Abomey should not be undertaken till the close of the rainy season.

Your instructions will be forwarded to you at Lagos, at which place it will be desirable that you should wait the arrival of the next mail.

I am, &c.

Captain R. F. Burton.

RUSSELL.

No. 81.—Mr. Layard to Consul Burton.

SIR,

Foreign Office, June 23, 1863.

WITH reference to your despatch of the 18th of December last, I am directed by Earl Russell to transmit to you a copy of a letter signed by certain Chiefs and traders in the Bonny River, complaining that the trade in that river has suffered greatly in consequence of the refusal of Her Majesty's Government to recognize the new tariff proposed by King Poppo to be levied upon all vessels trading in that river, and requesting to be informed why Her Majesty's Government refuse to sanction the levying of dues from the African Steam Packet Company's hulk anchored in that river.

I am to instruct you to inform the Bonny Chiefs, in reply to their letter, that Her Majesty's Government see no reason to alter the decision already come to regarding the tariff and the demand made by them for duties on the African Steam Packet Company's hulk. If the Bonny Chiefs wish to increase the revenue of the river, the wisest course to pursue will be to take proper steps for

increasing the quantity of oil and other native produce, by which means they will obtain a larger trade and an increased revenue.

I am, &c.

Captain R. F. Burton.

A. H. LAYARD.

(*Inclosure.*)—*Chiefs of Bonny River to Earl Russell.*

SIR.

Bonny Parliament House, May 5, 1863.

WE, Bonny Chiefs and traders, say, firstly, that it is necessary that you should sign and pass the new tariff, as the natives in the interior will not be bound by any laws, nor will they make roads, nor anything else that is wanted to improve oil coming down, until yearly presents are sent down to them by the King Pepple, that is the reason why King Pepple has made the dues higher, and last-year canoes were sent to Eboe to ask them why oil did not come up: the Eboe Chiefs killed a great number of the men, and said they had not received their yearly presents; unless you sign the new tariff oil cannot come up as before. Secondly, that the African Steam Packet Company's hulk was in this river about two years, and sold coals to Captain Straw, Charles Horsfall and Son's agent, for their steamer; also a great quantity to one Spanish steamer. What reason, and why you say they must not pay?

Please to send your reply to Richard Thwaites, Esq., who will immediately forward it to us.

A letter nearly the same as this is sent, per this mail, to the Liverpool African Association.

We are, &c.

MANILLA PEPPLE,	X	their
ANNIE PEPPLE,	X	
ADDA ALLISON,	X	
		marks.

No. 33.—Consul Burton to Earl Russell.—(Received August 14.)

MY LORD,

Bonny River, June 27, 1863.

I HAVE the honour to inform you that I have addressed King Pepple to the effect that according to the tenor of his Treaty engagements with Her Majesty's Government (21st November, 1848*), he is not justified in granting exclusive privileges to any company or foreign Power whatever.

Sundry irregularities have been brought to my notice by the Court of Equity, Bonny River, which, when forwarded to me in writing, shall be submitted to your Lordship.

I have, &c.

Earl Russell.

RICHD. F. BURTON.

No. 34.—Earl Russell to Consul Burton.

SIR.

Foreign Office, August 20, 1863.

You were informed by my despatch of the 23rd of June last, that you had been selected by Her Majesty's Government to proceed on a mission to the King of Dahomey to confirm the friendly sentiments expressed by Commodore Wilmot to the King on the occasion of the visit which he made to that Chief in the months of December and January last.

I have accordingly to desire that as soon after the receipt of this despatch as it may be feasible to do so, you will proceed to Dahomey, taking care first, by previous communication with the King, to ascertain that a proper reception will be accorded to you.

You will on your arrival inform the King, that the many important duties which devolve on Commodore Wilmot as the officer in command of Her Majesty's naval forces on the African coast, have prevented him returning in person to confirm the good understanding which it is hoped has been established between the King and Her Majesty's Government by the Commodore's late visit. You will state that the Commodore faithfully reported all that passed between him and the King, and that he correctly made known the wishes and feelings of Her Majesty's Government on the several topics on which he addressed the King.

With regard to the question of the export of slaves from his territories, you will not fail to impress upon the King the importance which Her Majesty's Government attach to the cessation of this traffic.

Her Majesty's Government admit the difficulties which the King may find in putting a stop to a trade that has so long existed in his country, and from which his ancestors have derived so much profit; but his income from this source must be very small compared with that of former Kings, and it will be to his interest to find out some other source of revenue before that which he now derives from the sale of his fellow-men to the slave-dealers is entirely put a stop to.

You will remind the King that he himself suggested to Commodore Wilmot that if we wished to put a stop to the Slave Trade, we should prevent white men from coming to buy slaves, and you will state that Her Majesty's Government having determined that the traffic shall cease, will take steps to prevent effectually the export of slaves from his territories. You will add, in illustration of what you state, that Her Majesty's Government have concluded a Treaty with The United States' Government, which will prevent for the future any American vessels from coming to ship slaves.

With regard to human sacrifices, I rejoice to find from Commodore Wilmot's Report that the number of victims at the King's customs has been exaggerated.

It is to be feared, however, that much difficulty will be experienced in prevailing upon the King to put a stop entirely to this barbarous practice, which prevails more or less openly along the greater part of the western coast of Africa. But we must seek, by whatever influence we may possess or be able to attain, to mitigate, if we cannot at once prevent, the horrors of these customs, and I rely upon your using your best efforts for this purpose.

The King in his interview with Commodore Wilmot expressed a wish that English merchants should come and settle and make trade at Whydah, and he offered to help to repair the old English fort there, and to permit it to be garrisoned by English troops.

You will thank the King for this mark of his confidence, and you will at the same time state that, as he has promised to protect any British merchants who may settle at Whydah, Her Majesty's Government put entire faith in his promises, and see no necessity for sending English soldiers to garrison the fort there. You will, however, add that there is one thing needful in order that the King's wishes in regard to the settlement of English merchants at Whydah should be carried out, and that is, that there should be a sufficiency of lawful trade to induce them to do so.

English merchants cannot take slaves in return for their goods; they must have palm oil, ivory, cotton, and such other articles as the country is capable of producing. The King will see, therefore, that it very much depends on his own exertions and those of his subjects whether it will be worth while for British merchants to settle at Whydah. Should, however, the King think fit to enter into an engagement with Her Majesty's Government to encourage lawful trade, and to promote as far as lies in his power the development of the resources of his country, Her Majesty's Government would be willing to appoint an agent to reside at Whydah to be an organ of communication with the King, and to assist in carrying out his views.

As an earnest of their friendly feelings, Her Majesty's Government have caused the presents, of which a list is inclosed, to be prepared and forwarded to you for presentation to the King. You will see that, as far as possible, the King's wishes, as expressed to Commodore Wilmot, have been carried out in regard to the articles selected for presents, with the exception of the carriage and horses, and with respect to these you will explain to the King that, in the first place, it would be a difficult matter to get English horses out to the coast, and, even supposing they arrived safely at their destination, it would be very doubtful, from the nature of the country and climate, whether they would long survive their arrival.

If, however, our future relations with the King should be of a nature to warrant such a proceeding, Her Majesty's Government

would not hesitate to endeavour to comply with his wishes by sending him an English carriage and horses.

I have only, in conclusion, to add, that it has been suggested to Her Majesty's Government that, among the King's captives, there may still be some of the coloured Christian prisoners taken at Ishagga; and if, on inquiry, you should be able to ascertain that this is the case, you will state to the King that it would be taken by Her Majesty's Government as an earnest of his friendly feeling, and as showing a desire to perform his promise to them, if he would restore these prisoners to liberty.

Captain R. F. Burton.

I am, &c.

RUSSELL.

(Inclosure.)—*List of Presents forwarded to Consul Burton by Packet of the 24th of August, 1863, for Presentation to the King of Dahomey.*

No. 35.—*Earl Russell to Consul Burton.*

(Extract.)

Foreign Office, August 20, 1863.

WITH reference to my other despatch of this day's date, containing instructions for your guidance on proceeding to Dahomey, I have to state that you should, if possible, stipulate with the King, before proceeding to Abomey, that there shall be no human sacrifices during the time of your stay in his capital; and you will, under any circumstances, decline to sanction these sacrifices by your presence if they should unfortunately take place whilst you are in the country.

Captain R. F. Burton.

RUSSELL.

No. 36.—*Earl Russell to Consul Burton.*

SIR,

Foreign Office, November 21, 1863.

I TRANSMIT to you herewith copies of a letter and its inclosures from the Liverpool African Association, from which it would appear that King Pepple has proceeded to enforce his project of levying a largely increased Comey or Customs duties on vessels trading in the Bonny River, and that he has stopped the trade of the river until such increased duties are paid. You will perceive also from the letter from Mr. Thwaites to King Pepple, which forms one of the inclosures in the Liverpool African Association's letter, that this office is quoted as having acknowledged that Chief's right to enforce payment of the increased dues, if he is able to do so.

I have to acquaint you that there is no foundation whatever for this statement of Mr. Thwaites, and you will give Pepple distinctly to understand that he will not be allowed to levy any higher or other duties than those sanctioned by the Treaty of the 3rd of

October, 1850,* unless he shall have previously obtained the sanction of the British traders in the river. I am, &c.

Captain R. F. Burton.

RUSSELL.

(Inclosure 1.)—*Mr. Cooper to Earl Russell.*

Liverpool African Association, 3, Brown's Buildings,

MY LORD,

Liverpool, November 12, 1863.

I AM instructed by the Liverpool African Association to forward to your Lordship copies of two letters received from Bonny by the last mail, that your Lordship may be informed of the uses to which the name of the Foreign Office has been applied, doubtless without the authority or cognizance of that department.

It appears to this Association that the closing of the trade of the River Bonny to enforce his demands for a largely increased Comey or Customs duty is in direct violation of the Treaty of the 3rd of October, 1850, made by King Pepple with this country, and is certain to result in serious injury to the trade, and loss to British interests generally (it is especially an injustice to those traders who had paid the usual Comey previous to these increased demands of King Pepple, and who are now prevented from loading their ships); and I am further instructed to request that your Lordship will be pleased to direct such representations to be made to King Pepple, through the Consul or otherwise, as will prevent him from persevering in his unreasonable demands, and stopping the course of legitimate commerce, as this Association cannot suppose the line of proceeding he has adopted can be either countenanced or approved of by your Lordship.

I have to express the hope that this matter will receive your Lordship's early attention, and that I may be favoured with a reply in time to enable the Association to communicate with its agents at Bonny by the mail leaving Liverpool on the 23rd instant.

I have, &c.

Earl Russell.

J. B. COOPER, *Secretary.*

(Inclosure 2.)—*King Pepple to the West African Association,*
Liverpool.

SIR,

Bonny, October 5, 1863.

I RECEIVED copy of your letter sent to the Chairman of the Court of Equity here, dated Liverpool, 24th August, 1863, in which you state that you cannot recommend the new tariff to Earl Russell as deserving of his sanction, &c., but I inclose you copy of a letter which will explain itself.

I am, &c.

PEPPLE, *King of the Bonny, &c.*

(*Inclosure 3.*)—*Mr. Thwaites to King Pepple.*

MY DEAR KING, 10, *Highbury Terrace, London, April 22, 1863.*

FOREIGN Office say, if you be strong enough you must make the merchants pay you the new tariff; you have a right to do so! All join with me in kind regards and love to George.

Believe me, &c.

King Pepple.

RICHARD THWAITES.

BRAZIL.

No. 43.—Mr. Christie to Earl Russell.—(Received April 6.)

(Extract.) *Bio de Janeiro, February 26, 1862.*

ON receipt of your Lordship's despatch of January 8, having no doubt of the fact that among the Africans at Itapura are free Africans liberated by the Anglo-Brazilian Mixed Commission of Rio de Janeiro, I have thought it best to address to the Marquis of Abrantes the note of which I inclose a copy. The attention of the Brazilian Government is, I have reason to believe, seriously turned to this subject of the free Africans.

Itapura is very distant from Rio, and is most easily arrived at by a circuitous voyage to the River Plate, and up the Rivers Paraná and Paraguay, and through Mattogrosso. The expense of sending an individual there to make inquiries on the spot would probably not be less than 200*l.*

W. D. Christie, Esq.

RUSSELL.

(*Inclosure.*)—*Mr. Christie to the Marquis of Abrantes.*

M. LE MARQUIS, *Petropolis, February 12, 1863.*

HER Majesty's Government have carefully considered the regulations published by the Minister of Public Works under date of the 5th of November, 1862, for the free Africans employed in the naval establishment at Itapura.

Her Majesty's Government are yet without accurate information as to the number of free Africans employed at Itapura who were liberated by the British and Brazilian Mixed Commission Court.

I have again to call your Excellency's attention to the following notes addressed by me to your predecessors, referring to free Africans at Itapura:—December 19 and 28, 1860, January 10, 1861, to Senhor Sinimbú; June 3, 1861, to Senhor Sá e Albuquerque. I abstain from mentioning unanswered notes of mine asking for general information about free Africans, which of course include those employed at Itapura.

Her Majesty's Government instruct me to say that, with respect