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TREATIES AS TECHNOLOGIES OF EMPIRE: LEGAL ACCUMULATION AND THE MAKING OF IMPERIAL AUTHORITY

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Abstract

The British Empire extended authority across vast territories without permanently occupying most of them. Across the nineteenth century, local rulers retained formal sovereignty for decades while their autonomy gradually narrowed. Treaty by treaty, what had begun as a commercial relationship or defensive alliance became, over time, something that looked like subordination. This dissertation identifies the mechanism that produced that transformation.

Treaties as Technologies of Empire argues that iterative treaty-making was a technology of imperial expansion through which imperial authority expanded incrementally within formally sovereign polities. The carrier was the treaty; the mechanism was the law inside it: jurisdictional clauses, contractual obligations, maritime regulations. Across successive treaty rounds, those provisions did not merely describe the relationship between British authority and local sovereignty — they restructured it, each legal deposit narrowing what was available for the next negotiation.

Two concepts organize the theoretical argument. Accumulation refers to the incremental transfer of sovereign authorities through legal instruments. Because sovereignty is divisible, a collection of authorities, treaty provisions could transfer those functions piecemeal, with structural asymmetries resetting the baseline between transactions so that each successive instrument treated prior accumulations as its starting point. Infrastructure refers to the durable institutional and conceptual residue left by legal acts — courts, doctrinal categories, standardized provisions — that persisted beyond the agreements creating them and structured the terrain on which future negotiations unfolded. Infrastructure is not merely the record of prior accumulation; it is the condition that makes further accumulation directional rather than episodic.

Three legal logics organized the instruments through which this dynamic operated. Jurisdiction law restructured the legal environment of adjacent polities through extraterritorial courts and boundary regimes without requiring territorial possession. Contract law converted political relationships into enforceable exchanges that commodified sovereign functions and made their shortfall actionable as breach. Maritime law displaced local control over waterways by converting bilateral navigational concessions into presumed universal rights.

The empirical chapters trace these logics through six cases: Sierra Leone and the Cape Frontier (jurisdiction), Oudh and Aden (contract), and Sindh and the Niger Delta (maritime law). The pairs vary on dimensions the mechanism does not explain — tempo, activation, and the relationship between doctrine and practice — while leaving the underlying logic intact.

The argument identifies the operating mechanism that accounts of indirect rule leave unspecified, demonstrates how imperial legal doctrines were forged through engagement with non-European polities rather than prior to it, and offers a framework for understanding colonial expansion as institutionalized penetration — the gradual redistribution of sovereign authority through law rather than its replacement through conquest.

Dedicated to my grandfather,

the original Dr. Dancy

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Chapter 1 - Introduction

On the evening of June 25, 1850, Foreign Secretary Lord Palmerston rose in the House of Commons to defend the blockade of Athens. A British subject, Gibraltar-born merchant Don Pacifico, had his property destroyed in an Athenian riot, and after demands to the Greek government for restitution went unmet, Lord Palmerston ordered the Royal Navy to seize Greek vessels in the Athens harbor.[1] The speech he gave that night to the House of Commons, running nearly five hours, concluded with an articulation of a principle already embedded in imperial practice: *civis romanus sum*.[2] As the Roman citizen of antiquity could move freely through the world secure in the knowledge that Rome stood behind him, Palmerston declared, so too could a British subject in any land feel confident that "the watchful eye and the strong arm of England" would protect him against injustice and wrong.[3] It was a sweeping claim — but it was not an improvised one. Palmerston's speech was the most theatrical expression of a principle that British officials had been quietly building into their instruments of imperial authority for generations.[4] But Palmerston's promise contained its own tension: the *civis romanus sum* claim could travel wherever a British subject went, but the army that enforced it could not be everywhere at once.

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[1] Dolphus Whitten, "The Don Pacifico Affair," *The Historian* 48, no. 2 (1986): 255–56, 258–59. Pacifico, born in Gibraltar in 1784, claimed the protection of the British Crown on the basis of his status as a British subject. The British fleet arrived in Greece in January 1850 and blockaded the principal ports, seizing Greek naval vessels and merchant ships as pledges against the outstanding claims. The affair ultimately led to a parliamentary crisis in June 1850, with debates featuring Palmerston's famous oration.

[2] David Brown, "Lord Palmerston and the 'Civis Romanus Sum' Principle – History of Government," Gov.UK, *History of Government*, March 20, 2015, https://history.blog.gov.uk/2015/03/20/lord-palmerston-and-the-civis-romanus-sum-principle/; Whitten, "The Don Pacifico Affair," 265–66. The treaty and jurisdictional instruments through which this obligation was constructed are examined in Chapter 3 of this dissertation.

[3] HC Deb, June 25, 1850, Vol. 112, col. 444.

[4] Brown, "Lord Palmerston and the 'Civis Romanus Sum' Principle – History of Government"; Whitten, "The Don Pacifico Affair," 265–66.

The problem was the arithmetic. By 1850, Britain had "exerted its presence, commercial or military, in every world region,"[5] from South Asia and the Persian Gulf to West Africa, the Caribbean, and the Pacific, with a regular army that had contracted from 233,000 men at Waterloo to under 90,000 by the late 1830s. It had only partially recovered to around 110,000 by mid-century.[6] The Treasury had spent three decades cutting military expenditure to the bone — the army budget fell from £43 million in 1815 to under £8 million by 1836, and had barely risen since.[7] The Crimean War, just a few years away, would reveal the depth of that constraint: Britain could barely scrape together 50,000 men for a single theater of operations.[8] Against the geography of empire, these numbers were almost absurd. The total of Britain's imperial commitments — from garrisoned ports and treaty obligations to trading posts requiring protection — vastly outran the forces available to honor them.

This was not a temporary embarrassment or a failure of political will. It was a structural condition in a world where trade often outran the state. As Gallagher and Robinson observed, formal rule was always a last resort — British commercial and strategic reach consistently extended beyond what direct administration could sustain, making informal methods not merely preferable but necessary.[9] The paradox was present from the beginning.

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[5] John Darwin, *The Empire Project : The Rise and Fall of the British World-System, 1830–1970* (Cambridge University Press, 2009), 2, 294945, https://research.ebsco.com/linkprocessor/plink?id=59c4c92e-79fd-3e26-867b-05ab1fb0b2b8.

[6] Peter Burroughs, "An Unreformed Army? 1815-1868," in *The Oxford History of the British Army*, ed. David Chandler and Ian Beckett (Oxford University Press, 1994), 164.

[7] Burroughs, "An Unreformed Army? 1815-1868," 163–64.

[8] Darwin, *The Empire Project*, 35.

[9] John Gallagher and Ronald Robinson, "The Imperialism of Free Trade," *The Economic History Review* 6, no. 1 (1953): 12–13, https://doi.org/10.2307/2591017.

The charter-company was the original answer to this problem.[10] The logic of the chartered company was straightforward: private enterprise would equip itself, police its own trading routes, and extend British commercial reach without drawing on the Treasury or the regular army. Sovereignty could be left ambiguous; what mattered was commerce, and commerce could protect itself.[11] For a time, the fiction held. But when the East India Company (the largest and most well-known of global charter companies) faced a decline in financial health and volume of trade, it was obvious they were stretched too thin. A surplus of ships and a massive stockpile of unsold tea provoked concern in Westminster.[12] When Parliament was forced to intervene with the Regulating Act (1773) to prevent the Company's collapse due to a credit crisis, the underlying architecture was exposed — the state had always been the backstop, and private authority and public authority were never cleanly separable.[13] The Company ultimately had not solved the capacity paradox; it had displaced it. British commercial authority expanded, but the instruments carrying that authority required state backing to function. Officials sought liquidity creatively,[14] but when those instruments failed, the state was the creditor of last resort — financially, militarily, and legally.

By the end of the nineteenth century, Britain had rolled back charter company autonomy and established an empire of indirect rule — empire administered through intermediaries rather

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[10] Andrew Phillips and Jason C. Sharman, *Outsourcing Empire: How Company-States Made the Modern World* (Princeton University Press, 2020), 32–34, https://doi.org/10.1515/9780691206202.

[11] Philip J. Stern, *Empire, Incorporated: The Corporations That Built British Colonialism* (Harvard University Press, 2023), 7–9, 13, 35, 47.

[12] H. V. Bowen, *Revenue and Reform : The Indian Problem in British Politics, 1757-1773* (New York: Cambridge University Press, 1991), 119–23, https://catalog.princeton.edu/catalog/997547733506421.

[13]Regulating Act 1773, 13 Geo. III 63 (1773); Swati Srivastava, *Hybrid Sovereignty in World Politics*, Cambridge Studies in International Relations (Cambridge University Press, 2022), 82–85, https://doi.org/10.1017/9781009204453; Bowen, *Revenue and Reform*, 127.

[14] As will be seen in Chapter 4 with Oudh's funding of EIC troops.

than imposed through direct occupation. Indirect rule was an integral feature of the British imperial process, made well known by Lord Lugard in 1922 and subsequently recognized as a defining method of colonial governance across multiple imperial contexts.[15]

Where direct rule was prohibitively expensive, the British struck arrangements with local rulers: nominal sovereignty in exchange for deference on the questions that mattered — trade routes, external relations, the security of British subjects. As Naseemullah and Staniland have shown, indirect rule was never a single thing but a range of governance forms — suzerain, hybrid, and de jure — each reflecting particular calculations about the costs and benefits of intervention.[16] It was, in the most literal sense, empire on the cheap.

But indirect rule describes a governance arrangement, not an establishing process. It characterizes how authority was organized once it arrived but not how it got there. Suzerain rule, hybrid governance, and de jure administration are governance forms, not frameworks of expansion. The question they leave open is prior and more fundamental: how did British authority come to be present in a given territory at all, in a form that could then be adjusted, renegotiated, and ultimately used to narrow local sovereignty over time?

This is the puzzle the dissertation addresses. The British Empire extended across vast regions without permanently occupying most of them. Local rulers retained formal sovereignty for decades, sometimes generations. In many cases their courts continued to function, their armies remained in the field, their internal affairs remained nominally their own. Yet their

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[15] F. D. Lugard, *The Dual Mandate in British Tropical Africa*, [5th edition (Archon Books, 1965), https://catalog.lib.uchicago.edu/vufind/Record/3464596?sid=75681714; Mahmood Mamdani, *Citizen and Subject: Contemporary Africa and the Legacy of Late Colonialism*, Princeton Studies in Culture/Power/History (1996; Princeton University Press, 2018), 86, 104, https://doi.org/10.23943/9781400889716.

[16] Adnan Naseemullah and Paul Staniland, "Indirect Rule and Varieties of Governance," *Governance* 29, no. 1 (2016): 13–30, https://doi.org/10.1111/gove.12129.

autonomy gradually narrowed. Treaty by treaty, concession by concession, the terms of engagement shifted until what had begun as a commercial relationship or a defensive alliance had become something that looked like subordination — and was ultimately institutionalized through enforcement that brought these places within the empire.

This dissertation argues that the mechanism for this transformation lies in the legal provisions embedded in the written agreements through which British representatives engaged with non-European rulers. The treaty was the carrier — the diplomatic form in which each successive encounter was recorded and the unit through which legal transactions were delivered across diverse settings. But the mechanism was the law inside it: jurisdictional clauses, contractual obligations, maritime regulations. Across successive treaty rounds, those provisions did not merely describe the relationship between British authority and local sovereignty; they restructured it, each deposit narrowing what was available for the next negotiation. Force was never absent from this process, but the legal instruments contoured the field within which future actions —treaties, blockades, negotiations, annexations — occurred.

To understand how empire expanded without conquest, one must read these treaties not as diplomatic artifacts but as legal instruments — and attend not to any single agreement but to the accumulation of power across them.

Existing Explanations

The global expansion of not only the British but several European empires between the eighteenth and nineteenth centuries has generated a vast explanatory literature. Scholars across history, political science, and international law have sought to explain how a small number of European states came to exercise authority across much of the world. Despite important differences in emphasis, most explanations fall into three broad families. Some emphasize

military and technological superiority. Others highlight economic expansion and commercial networks. A third group focuses on the administrative and ideological structures through which imperial rule was organized and justified.

Each of these approaches captures an important dimension of imperial expansion. Yet they share a common gap: they move from cause to outcome — military victory, commercial penetration, administrative design — without accounting for the intervening process. How a captured capital or an arrived merchant fleet became a system of governance, how diffuse coercive or commercial presence was converted into specific, legible, enforceable authority over persons and territory — that transformation is precisely what existing explanations leave unspecified. This dissertation identifies the mechanism that filled that gap.

Military and Technological Explanations

The most familiar explanation for European imperial expansion centers on military superiority. According to this account, the decisive factor behind European global dominance was the development of technologies and organizational practices that made European armies and navies more effective than their competitors. The so-called "military revolution" thesis argues that changes in firearms, fortification, logistics, and battlefield organization produced a decisive advantage for European states beginning in the early modern period and continuing into the nineteenth century.[17]

In its classic formulation, this argument emphasizes the transformation of warfare between the sixteenth and eighteenth centuries. Scholars such as Michael Roberts and Geoffrey Parker argue that innovations in firearms, artillery, and military organization reshaped European

[17] Michael Roberts, "The Military Revolution, 1560-1660," in *The Military Revolution Debate* (Routledge, 1995); Geoffrey Parker, *The Military Revolution: Military Innovation and the Rise of the West, 1500-1800* (Cambridge University Press, 1988), https://catalog.lib.uchicago.edu/vufind/Record/861303.

warfare and strengthened the fiscal and administrative capacities of states able to sustain large standing armies.[18] Later technological developments — including steam power, improved naval logistics, and industrial weapons production — further enhanced the ability of European powers to project force across long distances.[19]

Nineteenth-century imperial expansion appears to confirm this account. Technologies such as the Maxim gun dramatically reduced the cost of coercion in colonial warfare, making large-scale conquest more technically feasible and economically affordable for European states, leading scholars to assert that gun technology was central to colonialism.[20] Max Boot states plainly, "[i]t was superior firepower" that led Europe to successful global conquest.[21] Yet in these accounts, once technology lowers the cost of coercion, the authors leave unattended the processes through which Europeans translated battlefield superiority into new forms of jurisdictional authority. They also do not account for the cases of conquest where force is threatened implicitly but not deployed, especially in early interactions.

This explanation captures an undeniable element of imperial history. Military superiority was often a precondition for expansion, and armed force played a decisive role in many colonial conflicts. Yet the literature's treatment of military power as explanation tends to foreclose inquiry rather than open it. The dominant accounts establish that Europeans could conquer, then move on — leaving underspecified both the conditions under which military advantage actually obtained and, more importantly, the mechanisms through which authority was subsequently

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[18]Roberts, "The Military Revolution, 1560-1660"; Parker, *The Military Revolution*; Geoffrey Parker, "The 'Military Revolution,' 1560-1660--a Myth?," *The Journal of Modern History* 48, no. 2 (1976): 196–214.

[19] Daniel R. Headrick, *The Tools of Empire: Technology and European Imperialism in the Nineteenth Century* (Oxford University Press, 1981), https://catalog.lib.uchicago.edu/vufind/Record/438515.

[20] Headrick, *The Tools of Empire*, 11, 85; Max Boot, *War Made New: Technology, Warfare, and the Course of History, 1500 to Today* (Penguin, 2006), 153.

[21] Boot, *War Made New*, 153.

constructed. Even scholarship skeptical of the military superiority thesis tends to focus on the early modern period, questioning whether European dominance was as clear-cut as advertised before industrialization, while taking nineteenth-century military supremacy largely for granted.[22] The nineteenth-century case — where the claim of military supremacy is least contested — has paradoxically received the least analytical scrutiny precisely because it seems to require none.

This leaves two important problems unaddressed. First, military victory can compel submission in the moment, but it does not by itself create durable political arrangements capable of governing complex societies over time. Second, many cases of British imperial expansion do not resemble conventional military conquest at all. Authority was assembled gradually rather than imposed through decisive battlefield victories — through treaties, commercial agreements, and jurisdictional arrangements that often preceded military intervention by decades. In these cases, force appeared only after a long sequence of legal and political interactions had already reconfigured the relationship between imperial actors and local rulers.

Military superiority therefore helps explain why European powers could project coercive force globally. It does not explain the subsequent work: how battlefield advantage was translated into durable jurisdictional authority, or how imperial actors constructed political relationships that persisted long after the fighting ended.

Economic and Commercial Explanations

A second family of explanations emphasizes economic expansion and the growth of global commerce. According to this perspective, imperial expansion followed the expansion of

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[22] J. C. Sharman, *Empires of the Weak: The Real Story of European Expansion and the Creation of the New World Order* (Princeton University Press, 2019), 1–2, 5, https://doi.org/10.2307/j.ctv4g1r25.

trade. European merchants sought access to new markets and resources, and imperial governments gradually extended political authority to secure those economic interests.[23]

This account appears particularly persuasive in the nineteenth century, when industrialization dramatically increased European demand for raw materials and overseas markets. Expanding commercial networks linked European ports with trading centers across Africa, Asia, and the Middle East. European merchants established trading posts, negotiated commercial privileges, and developed long-distance commercial relationships with local rulers and intermediaries.

A related but distinct account locates the driving force of British imperial expansion not in trade per se but in the financial and commercial service interests centered on the City of London. P.J. Cain and A.G. Hopkins argue that British imperial policy was shaped by a "gentlemanly capitalist" elite whose priorities centered on finance, credit, and invisible earnings rather than manufacturing or commodity trade. On this account, the means of expansion were as much financial as military — sovereign debt, commercial agreements, and credit arrangements that gradually bound peripheral economies to London's financial system and, in doing so, infringed the sovereignty of formally independent states.[24]

Economic explanations illuminate important aspects of imperial history. Trade networks frequently preceded formal imperial rule, and commercial interests often played a decisive role in prompting imperial intervention.[25] Yet they share a common limitation: they explain why

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[23] Gallagher and Robinson, "The Imperialism of Free Trade."

[24] P. J. Cain and A. G. Hopkins, "Gentlemanly Capitalism and British Expansion Overseas I. The Old Colonial System, 1688-1850," *The Economic History Review* 39, no. 4 (1986): 501–10, https://doi.org/10.2307/2596481; P. J. Cain and A. G. Hopkins, "Gentlemanly Capitalism and British Expansion Overseas II: New Imperialism, 1850-1945," *The Economic History Review* 40, no. 1 (1987): 1–11, https://doi.org/10.2307/2596293.

[25] D. K. (David Kenneth) Fieldhouse, *Economics and Empire, 1830-1914 /*, World Economic History (Weidenfield and Nicolson, 1973); Naseemullah and Staniland, "Indirect Rule and Varieties of Governance."

European states became interested in particular regions without explaining how political authority was actually established.

Cain and Hopkins come closest to specifying the instruments of imperial expansion, identifying sovereign debt and commercial agreements as the means through which Britain infringed the sovereignty of peripheral states.[26] However, even this account leaves unresolved the legal architecture through which those arrangements operated — the specific forms of treaty, contract, and jurisdictional agreement that transformed commercial relationships into political authority.

Administrative and Ideological Explanations

A third body of scholarship emphasizes the ideological and administrative structures of imperial rule. These accounts focus on the institutional and intellectual frameworks through which empire was organized and justified. One strand of this literature examines the racial and civilizational ideologies that underpinned imperial expansion. European imperial projects were frequently justified through claims about the supposed superiority of European civilization and the obligation to bring order, commerce, and governance to societies characterized as backward or uncivilized. These ideas shaped both the moral language of imperial expansion and the legal doctrines through which imperial authority was articulated.[27] Doctrines such as extraterritorial

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[26] Cain and Hopkins, "Gentlemanly Capitalism and British Expansion Overseas II," 10–15.

[27] Edward W. Said, *Orientalism /*, 1st ed. (Pantheon Books, 1978); Ann Laura Stoler, "Race and the Education of Desire: Foucault's History of Sexuality and the Colonial Order of Things," in *DUK Archive eBook-Package 1964-1999* (Duke University Press, 1995), https://doi.org/10.1515/9780822377719; Uday Singh Mehta, *Liberalism and Empire: A Study in Nineteenth-Century British Liberal Thought* (University of Chicago Press, 1999), https://catalog.lib.uchicago.edu/vufind/Record/7532208?sid=75670194; Jennifer Pitts, *A Turn to Empire: The Rise of Imperial Liberalism in Britain and France* (Princeton University Press, 2005), https://catalog.lib.uchicago.edu/vufind/Record/11198007?sid=71264893.

jurisdiction, for example, extended Western legal authority into formally sovereign polities while limiting the jurisdiction of local rulers over Western subjects.[28]

A related strand emphasizes the bureaucratic and administrative institutions through which imperial governance operated. Imperial expansion required systems capable of administering distant territories, collecting revenue, regulating trade, and managing relations with local populations. Scholars studying imperial governance have therefore focused on the development of colonial bureaucracies, administrative hierarchies, and institutional practices that made imperial rule possible.[29] These perspectives illuminate the intellectual and institutional frameworks through which empire was justified and administered. They show how imperial rule was organized once authority had been established and how ideological narratives legitimized imperial domination.

Yet these explanations also begin at a stage when imperial authority already existed. As Benton and others show, imperial sovereignty was often partial, layered, and produced through jurisdictional conflicts rather than simply assumed as a prior fact.[30] All of these accounts explain how empire was governed and justified, but not how the initial displacement of sovereignty

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[28] Turan Kayaoglu, *Legal Imperialism: Sovereignty and Extraterritoriality in Japan, the Ottoman Empire, and China* (Cambridge University Press, 2010), https://catalog.lib.uchicago.edu/vufind/Record/11825697?sid=75049092.

[29] Mamdani, *Citizen and Subject*, 38–41, 52–57; Frederick Cooper, *Colonialism in Question : Theory, Knowledge, History* (University of California Press, 2005), 50–51, 131435, https://research.ebsco.com/linkprocessor/plink?id=d94947d8-db4d-3d18-b3ab-de4e6edb5dc1; C. A. Bayly, *Empire and Information : Intelligence Gathering and Social Communication in India, 1780–1870*, Cambridge Studies in Indian History and Society (Cambridge University Press, 1996), 00001:1–9, 54592, https://research.ebsco.com/linkprocessor/plink?id=4a89c6c1-9a6e-373c-80c9-e4712de81877; Bernard S. Cohn, "The Census, Social Structure and Objectification in South Asia," in *An Anthropologist among the Historians and Other Essays* (Oxford University Press, 1987), https://catalog.lib.uchicago.edu/vufind/Record/10515948?sid=75670263.

[30] Lauren A. Benton, *A Search for Sovereignty: Law and Geography in European Empires, 1400--1900* (Cambridge University Press, 2010), 2–4, 22–23, https://catalog.lib.uchicago.edu/vufind/Record/10365434?sid=71472681; Cooper, *Colonialism in Question*, 153–57.

occurred. Administrative systems require jurisdiction to operate, and ideological frameworks presuppose the existence of authority capable of implementing them.

In many imperial settings, however, authority emerged gradually rather than appearing fully formed. European powers often interacted with sovereign rulers whose authority remained formally intact. The challenge for imperial actors was not merely to administer territories they already controlled but to transform political relationships in ways that gradually shifted the balance of authority. Understanding that process requires attention to the pathways through which authority was constructed within existing political systems.

The Missing Mechanism

Taken together, these three explanatory traditions capture essential aspects of imperial expansion. Military superiority helps explain how European states could project force globally. Economic accounts illuminate the commercial pressures that drove expansion into new regions. Administrative and ideological approaches explain how imperial rule was justified and organized once authority had been established.

What these explanations share, however, is a relative lack of attention to the mechanisms through which authority was gradually constructed within the political systems European powers encountered. Military force, economic interest, and administrative ideology all shaped imperial expansion. But none of these explanations fully accounts for the processes through which sovereignty was incrementally reconfigured in many colonial settings.

In numerous cases, imperial authority did not appear suddenly through decisive conquest. Instead, political relationships evolved through repeated interactions between imperial representatives and local rulers. Agreements regulating trade, navigation, jurisdiction, or

diplomacy accumulated over time, gradually altering the terms on which those relationships operated.

By the time overt coercion appeared, it often did so in the context of obligations already recorded in written agreements. Military intervention frequently occurred not as an initial act of conquest but as the enforcement of arrangements that had been negotiated years or decades earlier.

Explaining how these processes unfolded requires attention to the legal provisions through which imperial authority was articulated and extended. Treaties, jurisdictional arrangements, and other legal mechanisms structured the interactions between imperial representatives and local rulers, defining rights, creating obligations, and establishing procedures through which disputes could be adjudicated. In many cases, the political transformations associated with empire did not precede these agreements — they followed them.

Law in Existing Scholarship

Over the past several decades, historians of international law, legal theorists, and scholars of colonial governance have demonstrated that law played a central role in structuring imperial expansion. This work has fundamentally reshaped our understanding of empire by showing that imperial authority was articulated through legal categories, doctrines, and institutions rather than through force alone.

Yet within this literature, law typically appears in two distinct ways. One strand emphasizes the ideological and discursive role of international law in constructing imperial hierarchies. Another focuses on the institutional and administrative practices through which law organized governance in colonial settings. Both perspectives illuminate essential dimensions of imperial rule. But neither fully explains how specific legal provisions within written agreements

became mechanisms through which imperial authority expanded over time — a gap that reflects, in part, the tendency to treat treaties as diplomatic artifacts rather than as instruments whose clauses did material work on the ground.

Law as Ideology and Discourse

One major body of scholarship examines the role of international law in producing and legitimizing imperial hierarchies. In this literature, legal doctrine functions primarily as a language through which imperial power was justified and organized conceptually. Antony Anghie argues that international law developed historically through encounters between European powers and non-European societies. According to Anghie, doctrines of sovereignty and legal personality emerged through attempts to define the legal status of non-European polities and to regulate relations between them and European states. In this process, legal categories such as sovereignty, civilization, and trusteeship structured a hierarchy of "dynamic difference" that distinguished between "civilized" and "uncivilized" societies and authorized varying degrees of European intervention.[31]

Other scholars have similarly emphasized the discursive dimensions of international legal thought. Martti Koskenniemi, for example, traces how nineteenth-century international lawyers articulated universalist legal principles that simultaneously justified European dominance.[32] Legal doctrines were presented as expressions of universal reason or civilization, yet in practice they often legitimated projects of expansion and intervention.[33] As the series editors of

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[31] Antony Anghie, *Imperialism, Sovereignty and the Making of International Law*, Nachdr., Cambridge Studies in International and Comparative Law (Cambridge Univ. Press, 2005), 3–5.

[32] Martti Koskenniemi, *The Gentle Civilizer of Nations: The Rise and Fall of International Law 1870–1960* (Cambridge University Press, 2001), 98–103.

[33] Jennifer Pitts, *Boundaries of the International: Law and Empire* (Harvard University Press, 2018), 3,6, https://catalog.lib.uchicago.edu/vufind/Record/11436020?sid=61345503.

International Law and Empire note, the law of nations frequently served as a vehicle for securing the progress of the civilization which the West believed it would inevitably bring to the rest.[34]

From this perspective, international law functioned less as a neutral set of rules than as a vocabulary through which imperial ambitions could be articulated and defended. Concepts such as sovereignty, property, and civilization provided frameworks for distinguishing legitimate political authority from forms of rule deemed deficient or illegitimate. These distinctions, in turn, structured the legal arguments through which European powers justified intervention in non-European societies.

Edward Keene similarly highlights the importance of legal categories in organizing imperial order. Keene argues that nineteenth-century international law operated through two structurally distinct patterns of order rather than a single unified system. Within Europe, the governing principle was toleration: sovereign states recognized each other's equality and independence. Beyond Europe, a different logic prevailed, organized around the principle of civilization and institutionalized through practices of divisible sovereignty — paramountcy, indirect rule, and the gradual acquisition of sovereign prerogatives from indigenous rulers. These were not simply deviations from the European norm but a coherent alternative framework with its own internal logic, one that allowed European powers to maintain formal commitments to sovereign equality among themselves while simultaneously exercising hierarchical authority over non-European polities.[35]

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[34] Nehal Bhuta et al., "Series Editors' Preface," in *International Law and Empire: Historical Explorations*, ed. Martti Koskenniemi et al., History and Theory of International Law (Oxford University Press, 2017), https://doi.org/10.1093/acprof:oso/9780198795575.002.0004.

[35] Edward Keene, *Beyond the Anarchical Society : Grotius, Colonialism and Order in World Politics*, LSE Monographs in International Studies (Cambridge University Press, 2002), Chap. 3, 112636, https://research.ebsco.com/linkprocessor/plink?id=a6d77169-45c2-30f9-9547-df33dc6f71e1.

This literature has profoundly shaped contemporary understandings of the relationship between international law and empire. By revealing the hierarchical assumptions embedded within legal doctrines, scholars have shown how law helped produce the conceptual architecture of imperial order. At the same time, however, this perspective tends to emphasize law primarily as discourse. International law appears as a language of justification, classification, and hierarchy — a set of concepts through which imperial projects were articulated and legitimized. While this work demonstrates how legal categories structured imperial ideology, it often pays less attention to the concrete legal provisions through which authority was exercised on the ground, and less still to how those provisions accumulated across successive instruments to reshape the political terrain.

Law as Imperial Governance

A second body of scholarship examines law not primarily as ideology but as a practical framework for governing imperial spaces. Historians of colonial law have shown that imperial rule was rarely exercised through a single unified legal system. Instead, colonial governance typically involved complex arrangements of overlapping jurisdictions and multiple legal orders.[36] Lauren Benton's influential work on legal pluralism emphasizes that imperial authority emerged within fragmented and contested legal environments. Rather than imposing a uniform legal system across colonial territories, imperial powers often governed through layered jurisdictions in which different legal authorities operated simultaneously. Courts, consuls,

[36] Phillips and Sharman, *Outsourcing Empire*; Srivastava, *Hybrid Sovereignty in World Politics*; MaÏa Pal, *Jurisdictional Accumulation: An Early Modern History of Law, Empires, and Capital* (Cambridge university press, 2021).

colonial administrators, and local rulers each exercised authority over different categories of people, disputes, or territories.[37]

These overlapping jurisdictions were not merely administrative complications; they were central features of imperial governance. Jurisdictional boundaries frequently became sites of negotiation and conflict, as different actors sought to expand or defend their legal authority.[38] As Benton argues, "jurisdictional lines dividing legal authorities were the focus of struggle precisely because they signified other boundaries marking religious and cultural difference."[39]

Subsequent scholarship has extended this insight by examining how imperial authorities manipulated legal pluralism to their advantage. Lauren Benton and Lisa Ford demonstrate that imperial governance often relied on flexible jurisdictional arrangements that allowed European powers to exercise authority without assuming the full costs of territorial administration.[40] Similarly, scholars studying extraterritoriality have shown how European powers extended legal protections to their subjects abroad through consular courts and treaty-based privileges.[41]

This work highlights the importance of jurisdiction as an instrument of imperial governance. Authority could be extended not only through territorial conquest but also through

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[37] Lauren Benton, *Law and Colonial Cultures : Legal Regimes in World History, 1400–1900*, Studies in Comparative World History (Cambridge University Press, 2002), 2–3, 112583, https://research.ebsco.com/linkprocessor/plink?id=a55ccfdb-87e8-36f8-897a-12427049d7dc.

[38] Mithi Mukherjee, "The Colonial and the Imperial: India and Britain in the Impeachment Trial of Warren Hastings," in *India in the Shadows of Empire: A Legal and Political History (1774–1950)*, ed. Mithi Mukherjee (Oxford University Press, 2009), https://doi.org/10.1093/acprof:oso/9780198062509.003.0001.

[39] L. Benton, *Law and Colonial Cultures*, 2.

[40] Lauren A. Benton and Lisa Ford, *Rage for Order: The British Empire and the Origins of International Law, 1800-1850* (Harvard University Press, 2016), 1–5, https://catalog.lib.uchicago.edu/vufind/Record/12349893?sid=71267170.

[41] Kayaoglu, *Legal Imperialism*, 40–46; David Todd, "Beneath Sovereignty: Extraterritoriality and Imperial Internationalism in Nineteenth-Century Egypt.," *Law & History Review* 36, no. 1 (2018): 107–10, 128281379, https://doi.org/10.1017/S0738248017000530. For broader treatments of European extraterritorial legal regimes in historical contexts, see: Daniel S. Margolies et al., eds., *The Extraterritoriality of Law: History, Theory, Politics*, Politics of Transnational Law (Routledge, 2019).

claims over particular persons, disputes, or activities. Personal jurisdiction attached legal authority to imperial subjects wherever they traveled. Consular courts allowed European governments to adjudicate disputes involving their nationals even within formally independent polities. Cross-border legal arrangements created frameworks for extradition, arbitration, and dispute resolution that connected distant legal systems.

These insights have fundamentally altered the way historians understand imperial rule. Rather than viewing empire solely as territorial domination, scholars now emphasize the fragmented and negotiated character of imperial authority. Empire often operated through networks of legal institutions, administrative improvisations, and jurisdictional claims that extended imperial influence far beyond formally annexed territories.

Yet even within this scholarship, treaties themselves often appear only at the margins of analysis. Agreements between imperial representatives and local rulers typically enter the narrative as diplomatic moments or legal formalities: episodes in which political relationships were recorded or ratified rather than mechanisms through which those relationships were transformed.

Treaties as Legal Instruments: The Limits of Existing Approaches

Across the eighteenth and nineteenth centuries, European imperial powers produced a vast archive of written agreements governing relations with non-European polities. Commercial treaties structured the terms under which merchants could trade and goods could move across political boundaries. Navigation agreements governed the passage of ships through rivers, straits, and coastal waters. Jurisdictional provisions specified which courts would adjudicate disputes involving foreign merchants or imperial subjects. Diplomatic agreements established alliances,

arbitration procedures, and arrangements described as protectorates. Others addressed matters of taxation, security, and the regulation of cross-border movement.

The scale of this documentary practice was remarkable. Keene's systematic survey of treaty-making from 1650 to 1914 shows that the number of international agreements concluded annually rose almost sevenfold between 1800 and 1900.[42] During the late eighteenth century, roughly twenty to thirty treaties were concluded each year; by the end of the nineteenth, the number had risen to well over one hundred annually.[43] Keene describes this shift as a "treaty-making revolution" — a period in which international actors increasingly turned to written agreements as a way of organizing political and economic relations. This expansion was not confined to relations among European states: a substantial portion of the nineteenth-century increase involved agreements concluded between European powers and rulers in Africa, the Middle East, and South Asia.[44] In several periods of the eighteenth and nineteenth centuries, treaties involving at least one non-European party accounted for a significant share of total treaty activity. The legal ordering of imperial frontiers was deeply embedded in the broader transformation of treaty practice during the century.

The British Empire was one of the most active participants in this expanding treaty network. Across Africa, South Asia, and the Middle East, British representatives concluded large numbers of agreements with local rulers. Some regulated trade. Others established alliances, defined spheres of influence, or created arrangements described as protectorates. Many addressed the movement of merchants, ships, and goods through particular territories or

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[42] Edward Keene, "The Treaty-Making Revolution of the Nineteenth Century," *The International History Review* 34, no. 3 (2012): 478.

[43] Keene, "The Treaty-Making Revolution of the Nineteenth Century," 478.

[44] Keene, "The Treaty-Making Revolution of the Nineteenth Century," 490–91.

waterways. Still others established jurisdictional arrangements governing disputes involving British subjects. The documentary record of this activity is extensive — this dissertation examines more than 1,200 such agreements drawn from the major compilations of British imperial treaty texts (1789-1914).

Taken together, these agreements formed a dense legal framework through which relations between European powers and non-European rulers were articulated and managed. Many of these documents appeared modest in scope when first concluded. They addressed specific questions of trade, jurisdiction, or diplomacy rather than sweeping transfers of sovereignty. Their language often affirmed the authority of the rulers who signed them and framed the arrangements they created as mutually agreed forms of cooperation. The negotiations that produced them were often genuine: local rulers sometimes sought alliances for strategic reasons, attempted to secure commercial advantages, or negotiated to limit the scope of foreign jurisdiction within their territories.

The threat of force was rarely absent — British ships on the horizon were themselves a structural condition of negotiation.[45] But the legal instruments did something distinct: they converted diffuse coercive capacity into specific, legible, enforceable claims. Jurisdictional clauses created venues in which disputes involving imperial subjects were adjudicated according to imperial law. Commercial provisions generated claims to regulate trade routes and enforce agreements across wider territories. Obligations recorded in earlier treaties reappeared in the

[45] John Darwin, *Unfinished Empire : The Global Expansion of Britain* (London: Allen Lane, 2012), 11, https://catalog.princeton.edu/catalog/9972171383506421; K. Onwuka Dike, "Trade and Politics in the Niger Delta, 1830-1885: An Introduction to the Economic and Political History of Nigeria," *ACLS Humanities E-Book* (Oxford), Oxford studies in African affairs, 1956, 87–98, 212, https://catalog.lib.uchicago.edu/vufind/Record/10516019?sid=74750885; Obaro Ikime, *The Fall of Nigeria: The British Conquest* (Heinemann, 1977), 37, https://catalog.lib.uchicago.edu/vufind/Record/159975?sid=74750763.

background of later interventions — not as pretexts, but as the actual grounds on which compliance was demanded. By the time a gunboat appeared, it was often to enforce obligations the paper had already created. Force was present from the outset; the treaty specified what it would be used to collect.

Inge Van Hulle's work comes closest to breaking from this pattern. Her book *Britain and International Law in West Africa* insists that treaties, extraterritorial jurisdiction, and use of force were intertwined techniques generated in practice rather than doctrines imposed from European cabinets, and her analysis of imperial consolidation through arbitration frames such procedures explicitly as part of an "imperial legal infrastructure" that confirmed and extended existing arrangements rather than clarifying their legal foundations.[46] Her account of British efforts to suppress human sacrifice goes further still, showing how anti-sacrifice clauses shifted the burden of obligation onto African rulers in ways that were subsequently invoked to justify force and the conclusion of further instruments. Each agreement restructured the conditions under which the next was negotiated.[47] Yet even here the cumulative dynamic appears as an observed feature of particular episodes rather than as the analytical center of the account. The emphasis across her work remains on what specific instruments did at the moment of their conclusion and enforcement — how treaties functioned as facilitators of coercion, or arbitration as a vehicle for

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[46] Inge Van Hulle, *Britain and International Law in West Africa: The Practice of Empire*, The History and Theory of International Law (Oxford University Press, 2020), https://doi.org/10.1093/oso/9780198869863.001.0001; Inge Van Hulle, "Imperial Consolidation through Arbitration: Territorial and Boundary Disputes in Africa (1870-1914)," in *Experiments in International Adjudication*, ed. Ignacio de la Rasilla del Moral and Jorge E. Viñuales (Cambridge University Press, 2019), https://doi.org/10.1017/9781108565967.004.

[47] Inge Van Hulle, "British Humanitarianism, International Law and Human Sacrifice in West Africa," in *International Law in the Long Nineteenth Century (1776-1914)*, ed. Inge Van Hulle and Randall C. H. Lesaffer (Brill | Nijhoff, 2019), https://doi.org/10.1163/9789004412088_006.

consolidating imperial claims — rather than on how provisions deposited across successive agreements transformed the political terrain over time.

The broader treaty literature reflects a related limitation. Charles Alexandrowicz's foundational work reconstructs the partition of Africa as a process of acquiring sovereignty through treaties, emphasizing their role as the legal instruments through which title was transferred. His analysis demonstrates that European expansion proceeded not simply through occupation or conquest, but through formally valid agreements concluded with African rulers.[48] Yet this approach remains focused on the legal structure and validity of individual transactions—questions of capacity, consent, and title—rather than on how successive agreements interacted over time. Saliha Belmessous's edited volume similarly shows that colonial treaties claimed sovereignty rather than merely recognizing it, but its case studies treat each instrument as a discrete moment of assertion rather than one step in an ongoing process.[49] What remains underexplored is the logic that connects these moments: how treaty-making as a repeated practice restructured political relationships across time, each agreement both extending authority in the present and depositing arrangements that shaped the terms on which later agreements were negotiated.

This dissertation takes that process seriously — reading treaties not as diplomatic artifacts but as legal instruments deploying law as a technology. The treaties' provisions

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[48] C. H. Alexandrowicz, "The Partition of Africa by Treaty (1974)," in *The Law of Nations in Global History*, ed. C. H. Alexandrowicz et al. (Oxford University Press, 2017), https://doi.org/10.1093/acprof:oso/9780198766070.003.0020; C. H. Alexandrowicz, "The Role of Treaties in the European–African Confrontation in the Nineteenth Century (1975)," in *The Law of Nations in Global History*, ed. C. H. Alexandrowicz et al. (Oxford University Press, 2017), https://doi.org/10.1093/acprof:oso/9780198766070.003.0021.

[49] Saliha Belmessous, "The Paradox of Empire by Treaty," in *Empire by Treaty: Negotiating European Expansion, 1600-1900*, ed. Saliha Belmessous (Oxford University Press, 2014), https://doi.org/10.1093/acprof:oso/9780199391783.001.0001.

restructured the political relationships they recorded, each agreement both transferring authority in the present and depositing arrangements that shaped the terms on which the next was negotiated.

Accumulation and Infrastructure: Law as a Technology of Imperial Expansion

Histories of British imperial expansion have long emphasized its material technologies. Steamships compressed oceanic distances. Railways opened interiors that had resisted overland penetration. The telegraph sped communication and coordination.[50] The machine gun—here represented by the Maxim gun, made iconic by Hilaire Belloc's famous line—[51]made a certain kind of violence cheap: small numbers of soldiers could hold territory against vastly larger forces because sustained, automatic fire reshaped the conditions of possibility on the battlefield.[52]

The Maxim gun is useful here not because it was the most consequential technology of empire,[53] but because it directs attention toward mechanics. The politics of empire determined where it was aimed; what it accomplished once aimed was a function of how it worked. Legal instruments operated by the same logic — not instead of politics, but alongside it. The politics of empire determined where a treaty was signed; its terms determined what followed. Legal instruments were technologies of empire in a precise sense: their effectiveness derived not only from the political will that deployed them but from the mechanics through which they operated.

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[50] Daniel R. Headrick, *The Tentacles of Progress : Technology Transfer in the Age of Imperialism, 1850-1940*, ACLS Humanites E-Book (Oxford University Press, 1988), 20–21, 87–89, 120–21, 299086, https://research.ebsco.com/linkprocessor/plink?id=fc817a89-fc7f-3979-babd-1c7a35654d54; Darwin, *The Empire Project*, 5; C. A. Bayly, *The Birth of the Modern World, 1780-1914: Global Connections and Comparisons*, The Blackwell History of the World (Blackwell Pub, 2004), 20; Headrick, *The Tools of Empire*, 3–12.

[51] "Whatever happens we have got The Maxim Gun, and they have not" in Hilaire Belloc, *The Modern Traveller* (E. Arnold, 1898), 41, https://catalog.lib.uchicago.edu/vufind/Record/6368?sid=75677373.

[52] John Ellis, *The Social History of the Machine Gun*, 1st American ed (Pantheon Books, 1975), 17–20, https://catalog.lib.uchicago.edu/vufind/Record/1411884?sid=75677348.

[53] Headrick, *The Tools of Empire*, 85.

An administrator who chose to sign a treaty made a decision; but the infrastructure that followed was partly the work of the instrument itself, constraining what subsequent administrators could negotiate regardless of their intentions.

This dissertation argues that iterative treaty-making functioned as a mechanism through which imperial authority expanded incrementally within formally sovereign polities — not as the post-hoc rationalization of conquests achieved by other means, but as one of the primary instruments through which those conquests were accomplished. Individual agreements often transferred only narrow authorities: jurisdiction over disputes involving British subjects, commercial privileges at specified ports, rights of navigation along particular waterways. Read in isolation, such provisions appear modest. But across successive rounds of negotiation they accumulated. What one agreement introduced as a concession, the next treated as an established baseline; what an early treaty framed as a bilateral privilege, a later one reframed as an enforceable entitlement. Cumulatively, the provisions embedded imperial authority within the legal and administrative structures of other polities, at each step making the next step more legible and less contestable.

Two concepts organize the theoretical account of this dynamic. The first is accumulation: the incremental transfer of sovereign authorities through legal instruments. As David Lake argues, sovereignty is divisible: authority over a territory can be disaggregated into discrete functions, each of which can in principle be held by different actors.[54] In the British imperial context this appears as adjudication, revenue extraction, diplomatic representation, and the regulation of persons and commerce. Because sovereignty is divisible, treaty provisions could

[54] David A. Lake, *Hierarchy in International Relations* (Cornell University Press, 2009), 48.

transfer specific and real pieces of authority without requiring formal annexation, and successive instruments could build on what prior ones had established rather than starting from zero. What distinguishes colonial accumulation from symmetric delegation is a cluster of structural properties: transfers are asymmetric, difficult to revoke without breach, and standardized across contexts so that each successive instrument treats prior accumulations as its baseline rather than as concessions open to revision.

The second concept is infrastructure: the durable institutional and conceptual residue that legal acts leave behind. A military campaign leaves the memory of defeat; a legal agreement leaves a court, a Resident, a pricing framework, a doctrinal claim, a standardized template for the next agreement. This residue is not merely the record of prior accumulation —it is the condition that makes future accumulation directional rather than episodic. Courts established by treaty required a subsequent agreement to dissolve them. Performance standards converted governance into an assessable condition that could be invoked to justify intervention. Doctrinal claims converted bilateral concessions into universal rights. Each instrument both extended authority in the present and deposited arrangements that restructured the terrain on which later instruments were negotiated. The result, borrowing Susan Strange's term, was “structural power”: not the capacity to compel a particular action, but the capacity to shape the structure within which all future actions had to be taken.[55]

Together, accumulation and infrastructure produced a process that was directional without being predetermined. Each round of legal accumulation restructured the cost environment for the next: continuation became cheaper for the dominant party as accumulated

[55] Susan Strange, *States and Markets* (Pinter Publishers, 1988), 25.

infrastructure made further extension more legible and defensible, while reversal became more costly for the weaker party as prior deposits hardened against it. The accumulated weight of prior arrangements constrained without fixing the outcome. Aden spent half a century with the full contractual architecture of annexation in place but was not activated toward sovereignty erosion until the end of the nineteenth century — evidence that accumulated legal infrastructure structured available political moves without determining which ones were taken, and when.

Three legal logics organized the specific instruments through which this dynamic operated. Jurisdiction manipulated legal scope — who was subject to which law, where, and under whose authority — through extraterritorial courts, arbitration procedures, and boundary regimes that progressively restructured the legal environment of adjacent polities without requiring territorial possession. Contract manipulated legal form — the conversion of political relationships into enforceable exchanges — through subsidiary alliances, subsidy schedules, and performance frameworks that commodified sovereign functions and made their shortfall actionable as a breach. Maritime law manipulated legal space — the classification of geographic features — through navigational doctrines that converted bilateral concessions into presumed universal rights and displaced local control over waterways central to trade and revenue. Each logic targeted a different dimension of sovereignty and deposited a different configuration of infrastructure, but all three operated through the same underlying mechanism. Chapter Two develops the theoretical framework in full; the empirical chapters that follow trace each logic through two paired cases.

Method and Sources

This dissertation pursues a descriptive inferential project: it builds a theory from empirical cases rather than testing a pre-specified hypothesis against variation across a large population. The driving puzzle is a "how" question — how did legal provisions function as tools of imperial expansion — and such questions are best answered through close process-tracing of the mechanism in operation.[56] The empirical chapters are structured accordingly, each tracking the sequential treaty transactions through which legal authority accumulated and legal infrastructure was deposited across a specific regional encounter. Within cases, the inferential work proceeds through what David Collier terms "causal-process observations": treaty texts, administrative correspondence, and colonial minutes that document the mechanism's operation at each stage, rather than "data-set observations" that record outcomes for cross-case comparison.[57]

The decision to focus on a single imperial system reflects the nature of the question the dissertation asks. Because the project seeks to identify the mechanism through which legal provisions accumulated into authority rather than to test competing explanations for variation across empires, the relevant analytic leverage comes from tracing the instrument within a shared institutional environment. British imperial treaty practice provides an unusually dense and internally comparable archive: a large corpus of agreements produced within a common, though evolving, legal and administrative tradition. While the imperial framework itself changed over time—from Company rule to Crown governance, and through successive administrative

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[56] John Gerring, "Mere Description," *British Journal of Political Science* 42, no. 4 (2012): 733–35, https://doi.org/10.1017/S0007123412000130; Andrew Bennett and Jeffrey T. Checkel, "Process Tracing: From Philosophical Roots to Best Practices," in *Process Tracing: From Metaphor to Analytic Tool*, ed. Andrew Bennett and Jeffrey T. Checkel, Strategies for Social Inquiry (Cambridge University Press, 2014), https://doi.org/10.1017/CBO9781139858472.003.

[57] David Collier, "Understanding Process Tracing," *PS: Political Science & Politics* 44, no. 4 (2011): 823, https://doi.org/10.1017/S1049096511001429.

reforms—the treaties examined here were produced within a broadly consistent legal architecture that governed how British officials negotiated agreements, structured jurisdiction, and formalized obligations with non-European rulers. Holding this legal tradition broadly comparable across cases allows the analysis to trace how similar legal provisions operated across different regional encounters without introducing cross-imperial differences in doctrine, treaty form, or administrative practice.

Case selection followed a two-stage procedure. The first stage was a near-universe review of British imperial treaties from roughly 1789 to 1914,[58] conducted primarily through three major compilations: C.U. Aitchison's A Collection of Treaties, Engagements, and Sunnuds Relating to India and Neighbouring Countries (1865; 1892), which encompasses the subcontinent and the adjacent Arabian Peninsula; Hertslet's Commercial Treaties (1827), covering treaty relations with African polities and foreign powers; and Clive Parry's Consolidated Treaty Series, 1648–1919 (1969), which provides broader coverage for agreements not captured in the regional compilations.[59] Reading across this corpus revealed three recurring patterns in the legal provisions through which British authority was extended: provisions manipulating who was subject to law (jurisdiction law), provisions converting sovereignty into

[58] This date range is for the dataset of treaties compiled. In order to accurately process trace the mechanism in the cases, many reach further back in time.

[59] C. U. Aitchison, ed., *A Collection of Treaties, Engagements, and Sanads Relating to India and Neighbouring Countries.*, vol. 11 (Office of the Superintendent of Government Printing, India, 1892), https://catalog.hathitrust.org/Record/100419795; C. U. Aitchison, ed., *A Collection of Treaties, Engagements, and Sunnuds Relating to India and Neighbouring Countries*, 1st ed., vol. 2, 7 (Savielle and Cranenburgh, 1865), https://discover-llmc-com.proxy.uchicago.edu/LLMC-99615-0002-001.1.2; Edward Hertslet and Great Britain, *Hertslet's Commercial Treaties.: A Collection of Treaties and Conventions, between Great Britain and Foreign Powers, and of the Laws, Decrees, Orders in Council, &c., Concerning the Same, so Far as They Relate to Commerce and Navigation, Slavery, Extradition, Nationality, Copyright, Postal Matters, &c., and to the Privileges and Interests of the Subjects of the High Contracting Parties* (London, 1827), https://catalog.hathitrust.org/Record/001755468; Clive Parry, *Consolidated Treaty Series, 1648-1919*, 231 vols. (Oceana Publications, 1969), https://catalog.lib.uchicago.edu/vufind/Record/2351160.

financially enforceable obligations (contract law), and provisions recasting geographic space as subject to universal principles of navigation and commerce (maritime law). These patterns — three legal logics — became the organizing frame for the project.[60]

The second stage selected six cases, paired by legal logic, to trace the mechanism across two regional contexts. Within each pair, cases vary along a dimension the mechanism does not itself explain. The jurisdictional pair varies in tempo: Sierra Leone's sequence unfolded across a century, the Cape Frontier's compressed into a decade. The contractual pair varies in activation: Oudh traces the full sequence to annexation; Aden demonstrates that the same infrastructure can persist without being triggered. The maritime pair varies in the relationship between doctrine and practice: Sindh provides explicit doctrinal articulation first; the Niger Delta shows the logic consolidating through practice before Berlin codified it in international law. In each pair, the variation is real but leaves the underlying mechanism intact. [61]

The primary sources throughout are the treaties themselves, supplemented by colonial correspondence, governor's dispatches, and administrative minutes that document the transactional encounters in which treaty provisions were negotiated, interpreted, and extended. This corpus is necessarily mediated by British administrative purposes: local actors appear in it as they were recorded by British officials, and the archive is more complete on the legal

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[60] Selected treaty texts cited in the empirical chapters are reproduced in Appendices A, B, and C, organized by legal logic.

[61] On gradual institutional transformation and the temporal dynamics of political change, see James Mahoney and Kathleen Ann Thelen, eds., *Advances in Comparative-Historical Analysis*, Strategies for Social Inquiry (Cambridge University Press, 2015), https://catalog.lib.uchicago.edu/vufind/Record/10379921?sid=75677522; Paul Pierson, *Politics in Time: History, Institutions, and Social Analysis* (Princeton University Press, 2004), https://catalog.lib.uchicago.edu/vufind/Record/5343255?sid=75677527. On the methodological logic underpinning causes-of-effects research design and process tracing as alternatives to cross-case, effects-of-causes inference, see James Mahoney and Larkin Terrie, "Comparative-Historical Analysis in Contemporary Political Science," in *The Oxford Handbook of Political Methodology*, ed. Janet M. Box-Steffensmeier et al. (Oxford University Press, 2008), https://doi.org/10.1093/oxfordhb/9780199286546.003.0032.

provisions themselves than on how those provisions were received, contested, or understood by the other party to any given agreement. Attending to this mediation is not an obstacle to the analysis but a condition of it: the dissertation traces how legal provisions functioned within British administrative practice, and the archive records precisely that.

This source base reflects a methodological commitment that distinguishes the dissertation from both the international law literature and the diplomatic history tradition. International law scholarship has read imperial treaties primarily as doctrinal sources — evidence for the state of legal opinion at a given moment. Diplomatic historians have read them as records of political agreements between recognized sovereigns. This dissertation reads them differently: as legal instruments whose provisions did not merely describe a political relationship but restructured it.

Each treaty both recorded the terms of a particular encounter and deposited material and conceptual infrastructure — courts, residencies, pricing frameworks, doctrinal reframings — that persisted into subsequent negotiations and constrained what was bargainable within them. The treaty is the unit of observation and the vehicle through which legal logics were delivered; but the mechanism — the process through which authority accumulated across treaties — is not reducible to any individual agreement. It operated through accumulation across successive transactions, each extending legal authority in the present while depositing infrastructure that reset the baseline for the next round.

What This Dissertation Does and Does Not Claim

This dissertation identifies and theorizes a specific mechanism. The mechanism traced here — treaty-mediated legal accumulation — does not explain all British imperial expansion, and it does not purport to. Some territories were conquered predominantly by force: military campaigns, sieges, and punitive expeditions produced annexations that no treaty sequence

preceded. Others were absorbed through demographic displacement, settler colonialism, or economic penetration that operated through channels the legal instrument did not primarily organize. These are real phenomena, and the dissertation does not minimize them. Its contribution is not to offer a general theory of empire but to identify and theorize one recurring mechanism that operated alongside those others, and that has received less systematic attention precisely because it worked through the forms of law rather than the forms of violence.

The claim is scoped in two ways. First, it is scoped by instrument: the dissertation focuses on treaties and the legal provisions they contain. Administrative orders, parliamentary legislation, and judicial decisions all participated in constructing British imperial authority, but the treaty is the form in which accumulation most clearly operated at the frontier of encounter, where British authority was being negotiated into existence rather than administered within an already-established order. Second, it is scoped by mechanism: the dissertation explains how authority was transferred and compounded through legal instruments, not why British officials chose to deploy those instruments in particular settings or at particular moments. The timing of accumulation, the decision to activate accumulated infrastructure toward annexation, and the individual choices of governors and administrators are questions this dissertation acknowledges without answering. They belong to a different explanatory register, one focused on agents and motives rather than on the structural mechanics of the instrument.

One additional clarification concerns the nature of the authority that accumulation produced. This dissertation does not argue that treaty-mediated accumulation generated uniform, comprehensive British control over the territories where it operated. It did not. Imperial sovereignty was spatially uneven and legally differentiated, composed of layered and delegated

authorities rather than uniform territorial control.[62] The practical reach of British authority over daily life in any given territory could be thin, contested, and dependent on local intermediaries whose cooperation was itself the product of ongoing negotiation.

What legal accumulation produced was not uniform control but structured authority: the progressive embedding of British legal claims in the institutional and conceptual environment within which other actors operated. Even where direct governance remained thin, the legal infrastructure deposited by successive treaty rounds shaped what local rulers could negotiate, what forms of resistance were legally legible, and what interventions were administratively available to British officials. Authority that was uneven in practice was directional in structure.

The scope is thus bounded but precise. Within the domain of treaty-intensive British expansion between roughly 1750 and 1900, legal instruments functioned as technologies of authority extension whose mechanics are recoverable from the treaty record. They accumulated asymmetrically, constrained without determining, and produced directional authority expansion without requiring either continuous military presence or the immediate abolition of local sovereignty. That is what this dissertation explains — and it is a different and more specific claim than the broader literatures on military superiority, commercial expansion, or imperial ideology have so far supplied.

Cases and Chapter Roadmap

The two jurisdiction cases are Sierra Leone and the Cape Frontier. Sierra Leone (1787–1896) illustrates jurisdictional accumulation at its slowest tempo, across a century of layered treaty-making. The process began with purchase agreements with Temne leaders and the

[62] Benton, *A Search for Sovereignty*, 2–3, 31–32.

attachment of personal jurisdiction to settlers and liberated Africans through the Vice-Admiralty Court and later the Mixed Commission Courts at Freetown. It extended through the negotiation of personal and transboundary jurisdiction in the surrounding Temne territories, the conversion of consultative mediation into binding gubernatorial adjudication across neighboring polities, and the progressive hardening of arbitration into a hierarchical legal order. The 1896 Protectorate declaration was not a rupture but the final deposit in a sequence whose infrastructure had been building since the 1820s. The Cape Frontier (1835–1846) compressed the same process into a single decade. Stockenström's reciprocal treaty system, designed as a bilateral arrangement for managing cross-border disputes between the Cape Colony and Xhosa polities, was rapidly converted into an asymmetric enforcement regime through which extradition agreements gave British courts effective authority over Xhosa subjects. The material and conceptual infrastructure deposited by the initial treaties provided the foundation on which annexation was built within ten years.

The two contract cases are Oudh and Aden. Oudh (1764–1856) illustrates the full activation of contractual accumulation. Beginning with the subsidiary alliance system in which the East India Company provided military protection at a stipulated price, the sequence moved through the progressive deepening of financial dependency, the conversion of arrears into territorial collateral, the attachment of performance standards that made misrule a narratable legal category, and finally the manufactured breach that justified annexation as the enforcement of contractual obligations. Sovereignty was not seized; it was disaggregated through successive legal instruments until nothing recognizable as independence remained. Aden (1801–1914) demonstrates the inverse: infrastructure without activation. The stipendiary agreements Britain maintained with the polities surrounding Aden's port created durable legal capacity — subsidy

schedules, residency arrangements, and performance expectations structurally similar to those that produced annexation in Oudh. For over half a century this infrastructure was not activated toward sovereignty erosion. Aden confirms that the contractual logic structures the available political moves without determining which ones are made.

The two maritime cases are Sindh and the Niger Delta. Sindh (1758–1843) illustrates the doctrinal articulation of maritime law's extension inland and its conversion into an instrument of territorial capture. Company officials explicitly invoked Emer de Vattel's doctrine of passage through maritime straits to justify navigation rights along the Indus, recasting the river as quasi-maritime space governed by universal navigation principles.[63] Successive treaty rounds standardized tolls, stationed British agents at chokepoints, and established security of circulation as a British responsibility, making intervention the territories of Sindh narratable as order-maintenance rather than encroachment. Major-General Napier's justification for the 1843 conquest — that the British were "here by the right of treaties" — captured the infrastructural logic with unusual candor: the conquest was framed as the enforcement of accumulated legal entitlements, not their creation.[64] The Niger Delta (1750s–1890s) varies from Sindh in the relationship between doctrine and practice: where Sindh received explicit doctrinal articulation first — Company officials invoking Vattel before the mechanism was fully in place — the Niger Delta shows the same logic consolidating through practice before doctrine arrived to ratify it. Beginning with coastal trade and abolition treaties that attached British jurisdictional authority to

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[63] Emer de Vattel, *The Law of Nations, or, Principles of the Law of Nature: Applied to the Conduct and Affairs of Nations and Sovereigns*, HeinOnline Legal Classics Library (Luke White, 1792), Book II, https://catalog.lib.uchicago.edu/vufind/Record/11975040?sid=75579292; P. N. Khera, *British Policy towards Sindh, up to the Annexation, 1843*, with Sindh Archives (Sindh Archives, 2009), 23, https://catalog.lib.uchicago.edu/vufind/Record/8127327?sid=71259501.

[64] Khera, *British Policy towards Sindh, up to the Annexation, 1843*, 51.

the suppression of the slave trade, British authority moved incrementally upriver through stipendiary agreements, administrative consolidation at key trading nodes, and ultimately the imposition of free navigation doctrines that overrode treaty-recognized local control.

The dissertation proceeds in five substantive chapters preceded by this introduction. Chapter Two develops the theoretical framework, introducing the two core concepts — accumulation and infrastructure — situating them within existing scholarship on divisible sovereignty, asymmetric alliances, and jurisdictional accumulation, and developing the criteria that distinguish colonial accumulation from symmetric delegation. It then turns to the three legal logics as the domain-specific instruments through which the mechanism operated. Chapters Three, Four, and Five each examine one legal logic through two paired cases. Chapter Three traces jurisdictional accumulation through Sierra Leone and the Cape Frontier, showing how personal, territorial, and transboundary jurisdiction compounded across successive treaty rounds at different tempos to produce hierarchical legal orders within which sovereignty erosion became administratively executable. Chapter Four examines contractual logic through Oudh and Aden, tracing how the subsidiary alliance system commodified protection, generated the financial spiral through which arrears became territorial collateral, and attached performance standards that made governance quality an assessable and intervene-able condition — with Oudh illustrating full activation and Aden demonstrating that the same infrastructure can persist for decades without being triggered. Chapter Five examines maritime legal logic through Sindh and the Niger Delta, tracing how the doctrine of free navigation was applied to inland waterways, converting bilateral concessions into presumed universal rights — with Sindh providing the doctrinal articulation and the Niger Delta showing the same logic consolidating through practice before Berlin codified it in international law. The conclusion synthesizes the findings across all

six cases, situates the argument within the broader literature on empire and international law, and considers what the legal accumulation framework implies for how imperial authority was constructed, sustained, and why similar dynamics in contemporary international politics rarely culminate in formal empire.

Chapter 2 - Treaties as Technologies: The Mechanics of Imperial Legal Accumulation

This chapter develops the theoretical framework that underpins the argument of this dissertation. It explains how legal agreements that appeared limited or technical at the moment of signing could, over time, become instruments of conquest. Law functioned not merely as a record of imperial expansion but as one of its technologies: a means through which authority could be extended incrementally while remaining legible as agreement rather than imposition.

Two concepts organize this account. The first is accumulation: the incremental transfer of legally recognized authority over sovereign functions. Accumulation occurs through specific legal provisions that transfer authority asymmetrically, generate self-reinforcing dynamics, and progressively narrow the treaty partner's discretion. Not every legal transfer produces accumulation in this sense, and the chapter establishes criteria that distinguish colonial accumulation from more symmetric forms of delegation between formally equal parties.

The second concept is infrastructure. Each legal act leaves behind a durable textual and institutional residue—courts, administrative procedures, doctrinal claims, and standardized practices—that structures the terrain on which future negotiations take place. Infrastructure is what makes accumulation more than a sequence of isolated concessions. Each agreement deposits arrangements that persist beyond the moment of signing, shaping the legal environment within which later agreements are negotiated and further accumulation attained.

Seen through this lens, the significance of early agreements becomes clearer. A treaty granting limited commercial access explains little on its own. Yet early concessions often quietly structure what follows: the imposition of Western property categories on local ownership arrangements, performance standards attached to subsidiary alliances are later invoked to frame "misrule," and

doctrinal claims over river navigation survive changes of ruler and reversals of metropolitan policy. Accumulation names the process through which authority expands; infrastructure names the durable legal environment those expansions leave behind.

The chapter proceeds in three sections. The first develops the concept of accumulation, situating it within existing scholarship on divisible sovereignty, asymmetric alliances, and jurisdictional accumulation, and establishing criteria that distinguish colonial accumulation from symmetric delegation. The second develops the concept of infrastructure, identifying the properties that give legal arrangements their staying power and explaining how accumulation and infrastructure together produce a directional but contingent process of authority expansion. The third turns to the three legal logics — jurisdiction, contract, and maritime law — as the domain-specific instruments through which the mechanism operated.

Accumulation: The Iterative Transfer of Sovereign Authority

As David Lake writes, sovereignty is usually considered constituted by three parts: (1) "the sovereign possesses absolute authority over the people and territory of a given realm," (2) "external actors are excluded from possessing or exercising authority over the people and territory governed by the sovereign," and (3) that sovereignty is indivisible.[1] Lake argues that the first two criteria can still hold while appropriately relaxing the third to better suit the complex constellation of power that exists in the real world. The first two criteria are focused on authority, and "authority can be disaggregated into pieces defined by policy or issue area, but each piece may be sited in a different actor with ultimate and exclusive rights over that domain."[2] Lake goes

[1] Lake, *Hierarchy in International Relations*, 46–47.

[2] Lake, *Hierarchy in International Relations*, 48.

on to cite early theorist Hugo Grotius when explaining that sovereignty is, in fact, divisible — illustrating a long conceptual legacy.

The divisibility of sovereignty assists in functionally applying a very ambiguous concept. The precise contours of sovereignty are contested, and the term is used quite differently across scholarship.[3] Some scholars still treat sovereignty as having been created by the Treaty of Westphalia — a claim increasingly contested in the literature.[4] Historical International Relations scholars have done much to historicize sovereignty, showing that its meaning has varied across time and context and that it is far less absolute and indivisible than the traditional understanding assumed — opening space for treating sovereign authority not as a unitary whole but as a bundle of distinct functions that can be distributed across multiple actors.[5] Understanding sovereignty as complex and composed of multiple discrete authorities — even if their precise number or configuration varies across cases — allows us to isolate particular sovereign rights that are tangibly exchanged between polities.

The transfer of authorities is most accurately captured in research on alliances. James Morrow describes alliances as a autonomy-security trade off: when alliances are symmetric both allies receive security and autonomy benefits, while alliances that are asymmetric sees one ally

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[3] Swati Srivastava, "Corporate Sovereign Awakening and the Making of Modern State Sovereignty: New Archival Evidence from the English East India Company," *International Organization* 76, no. 3 (2022): 690–712, https://doi.org/10.1017/S002081832200008X; Benjamin De Carvalho, "Sovereignty in Historical International Relations: Trajectories, Challenges, and Implications," in *Routledge Handbook of Historical International Relations*, ed. Benjamin De Carvalho et al. (Routledge, 2021); Julia Costa Lopez et al., "Forum: In the Beginning There Was No Word (for It): Terms, Concepts, and Early Sovereignty," *International Studies Review* 20, no. 3 (2018): 489–519; Jens Bartelson, "The Concept of Sovereignty Revisited," *European Journal of International Law* 17, no. Issue 2 (2006): 463–74.

[4] Benjamin de Carvalho et al., "The Big Bangs of IR: The Myths That Your Teachers Still Tell You about 1648 and 1919," *Millennium* 39, no. 3 (2011): 735–58, https://doi.org/10.1177/0305829811401459.

[5] De Carvalho, "Sovereignty in Historical International Relations: Trajectories, Challenges, and Implications."

gain security and the other autonomy.[6] Similarly, in a 1996 paper, Lake describes security relationships on a spectrum where at one end there are symmetric alliances and at the other, empire. Here, the sovereign authorities are framed as "residual rights" and can be transferred in varying degrees between partners.[7]

Importantly, the contractual framing is not incidental to Lake's argument but definitional to it. Whether a relationship is entered into voluntarily or under duress, it carries implicit or explicit terms governing how defense burdens are shared and what residual rights of control each party retains:

> All relationships, whether entered into voluntarily or as a result of coercion, can be considered as based upon some "contract" between the two parties specifying explicitly or implicitly the terms under which they will pool their defense efforts and the residual rights of control retained by each.[8]

This framing reveals something important: the transfer of sovereign authorities is not merely a political outcome but a juridical one. The framework through which residual rights are specified, allocated, and made legible is the legal instrument—most paradigmatically, the treaty. Treaties do not simply record the existence of a relationship; they constitute it by naming which authorities flow in which directions, under what conditions, and with what remedies for breach. For example, alliances are defined not by shared interest or coordinated action, but by the existence of a written agreement specifying the threat, the triggering conditions, and the form of assistance owed—even where that language is deliberately vague, as in North Atlantic Treaty

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[6] James D. Morrow, "Alliances and Asymmetry: An Alternative to the Capability Aggregation Model of Alliances," *American Journal of Political Science* 35, no. 4 (1991): 904–33, https://doi.org/10.2307/2111499.

[7] David A. Lake, "Anarchy, Hierarchy, and the Variety of International Relations," *International Organization* 50, no. 1 (1996): 1–33.

[8] Lake, "Anarchy, Hierarchy, and the Variety of International Relations," 7.

Organization's Article 5.[9] The written instrument transforms what might otherwise be a contingent political arrangement into something that can be invoked, adjudicated, and accumulated over time.

If sovereignty is divisible into discrete authorities and those authorities can be transferred by contractual instrument, then the analytical task becomes identifying which authorities are at stake in any given relationship. Six core authority domains recur as the primary objects of such transfers: adjudication, or the right to hear and resolve disputes; coercion and security, or the monopoly on legitimate violence within a territory; revenue and fiscal extraction, or the right to tax, collect, and redistribute; representation and diplomacy, or the capacity to speak for a polity in relation to external parties; mobility and circulation, or the regulation of persons, goods, and capital across space; and classification and legal status, or the power to determine who belongs to which legal category and under which jurisdiction they fall.

These domains are analytically distinct but practically entangled. Control over classification, for instance, often enables the extension of adjudicative authority, as determining who counts as a subject, a merchant, or an alien determines whose disputes fall under which legal regime. Revenue extraction may require the prior establishment of coercive capacity to enforce compliance. The domains thus do not transfer in isolation; they form configurations whose internal coherence shapes what kind of political relationship results from any given set of transfers.

Asymmetric and institutionalized transfers of these authorities is the mechanism through which power accumulates. When a weaker polity cedes adjudicative authority to a stronger one

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[9] Paul Poast and Hope Dancy, "Alliance Treaties: Writing the Terms of Military Cooperation," in *Handbook on the Politics of International Agreements*, ed. Siniša Vuković and P. Terrence Hopmann (Edward Elgar Publishing, Forthcoming).

in exchange for security guarantees, or when fiscal rights are assigned to a trading company in lieu of direct territorial administration, the result is not merely a bilateral bargain but an incremental shift in the distribution of sovereign capacity. These transfers compound. Each legal instrument that formalizes a transfer of authority creates a new baseline from which subsequent negotiations proceed, ratcheting the weaker party into deeper dependency while expanding the effective reach of the stronger.

Criteria for Accumulation

Not every legal transfer between a colonial power and a subordinate polity constitutes accumulation in the sense developed here. The language of treaties is full of provisions that delegate authority, establish procedures, or create mutual obligations without producing the asymmetric, self-reinforcing dynamic that this framework seeks to capture. Distinguishing accumulation from mere delegation is therefore not a terminological refinement but a substantive theoretical move, one that determines what this dissertation counts as evidence and why.

Delegation, in the ordinary sense, involves the assignment of authority from one party to another for specified purposes under conditions that both parties can, in principle, revise or exit. Reciprocal, symmetric delegation—where comparable authority flows in both directions and exit costs are roughly equivalent—does not erode sovereignty in any colonial sense. It may produce coordination, interdependence, or even hierarchy, but it does not deposit the kind of durable residue that compounds over time. The 1837 Anglo-Dutch Commercial Agreement illustrates what non-accumulative delegation looks like at the provision level.[10] Each of its eight articles states obligations that run symmetrically in both directions—"reciprocal liberty of commerce and

[10] Treaty of Commerce and Navigation between Great Britain and the Netherlands, 27 October 1837 in Parry, *Consolidated Treaty Series, 1648-1919*, vol. 87, pp. 96–105.

navigation," duties of tonnage that "shall be imposed in neither country"—and the agreement as a whole regulates an existing bilateral commercial relationship rather than introducing a new authority domain into either party's legal order. Crucially, no provision transfers interpretive authority over compliance to one party: where ambiguity existed, it was resolved symmetrically and in advance. Article 3, addressing potential uncertainty over which vessels qualified as British or Dutch, specified agreed definitions and required Letters of Marque from both parties rather than delegating that determination to either side unilaterally. No article could therefore serve as a baseline from which subsequent instruments depart asymmetrically, and the "shall be imposed in neither country" construction is structurally the inverse of accumulation: it removes a discretionary power from both parties equally rather than converting one party's discretion into the other's enforceable entitlement.

Colonial accumulation is something structurally different. It occurs when legal provisions work together to transfer authority in ways that are asymmetric, institutionalized, difficult to revoke without breach, and repeated and standardized across contexts. The specific pathways through which ordinary treaty provisions become accumulative include the following: provisions that transfer new authority domains into the colonial legal apparatus rather than merely regulating existing ones; provisions that expand the scope of prior transfers by extending their subject matter, geographic reach, or duration; provisions that convert discretion into obligation—the shift from "may" to "shall" that quietly transforms a prerogative into an entitlement the colonial power can enforce against future governments;[11] provisions that externalize enforcement

[11] Van Hulle's account of anti-sacrifice treaties in West Africa illustrates this distinction with unusual clarity. Where slave trade provisions required rulers to enact specific legislation and made non-compliance explicitly punishable by force, anti-sacrifice clauses typically took the form of "solemn promises" whereby rulers pledged only to use their "utmost influence" — open-ended language that placed no enforceable obligation on any specific act. The contrast

by embedding colonial oversight into the treaty structure itself; provisions that standardize precedent through repetition, so that each successive instrument treats prior accumulations as the baseline from which further accumulation departs; and provisions that increase exit costs asymmetrically, binding the subordinate party in ways that impose far greater costs for departure than they impose on the dominant one.

The 1801 Treaty of Lucknow between the EIC and the Nawab Vizier Saadet Ali Khan illustrates several of these criteria operating simultaneously within a single instrument.[12] Article 6 is among the most consequential: it requires that the Vizier "establish in his reserved dominions such a system of administration...as shall be conducive to the prosperity of his subjects," and that he "will always advise with, and act in conformity to, the counsel of the officers of the said Honourable Company." Three criteria fire at once. The provision converts governance from a sovereign prerogative into an assessable performance standard—misrule becomes a narratable category the Company can invoke. It externalizes enforcement by embedding Company oversight directly into the treaty's terms rather than leaving compliance to bilateral negotiation. And interpretive authority over what "conformity" requires rests entirely on one side. Article 1 compounds this: the territorial cession of districts amounting to over one crore of rupees is transferred "in perpetual sovereignty," binding the transfer in perpetuity while introducing a new authority domain into the Company's legal apparatus. Article 9 then standardizes the accumulation already in place, stipulating that all prior treaty obligations "not

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appears within the same treaty corpus, signed by the same parties, in the same period. Van Hulle, “British Humanitarianism, International Law and Human Sacrifice in West Africa.”

[12] Treaty between the East India Company and Nawab Vizier-ul-Momalik, 1801, in Aitchison, *A Collection of Treaties, Engagements, and Sunnuds Relating to India and Neighbouring Countries*, 2:121..

annulled by this Treaty are to remain in full force"—each successive instrument treating prior accumulations as its baseline.

What makes this treaty analytically useful for the present framework is that not every provision operates this way. Article 8, governing navigation of the Ganges River, grants both governments equal rights to levy duties "not exceeding the present usage" and extends identical treatment to both parties' river traffic. The "not exceeding the present usage" construction freezes an existing commercial relationship symmetrically: neither party gains interpretive authority over compliance, no new authority domain is introduced, and neither side bears asymmetric exit costs. Read against Article 6, it is clear that accumulation is not a property of entire treaties as instruments but of specific provisions embedded within them. The same document, signed by the same parties on the same day, can contain clauses that compound asymmetrically and clauses that do not. The criteria identify what distinguishes one from the other.

One clarification follows from the criteria. The asymmetry that defines colonial accumulation was not always apparent at the moment of signing, and many of the instruments examined in this dissertation were concluded with the genuine participation of local rulers. African rulers signed treaties; Indian sovereigns accepted subsidiary alliances; Sindhi amirs concluded commercial agreements. These agreements were often negotiated, sometimes initiated by the local party, and frequently reflected indigenous political priorities at the moment of conclusion.[13] Accumulation does not require that the weaker party was deceived or coerced into

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[13] Lauren A. Benton, *Law and Colonial Cultures: Legal Regimes in World History, 1400-1900*, Studies in Comparative World History (Cambridge University Press, 2002), 2–3, https://catalog.lib.uchicago.edu/vufind/Record/4525766?sid=74920964; John K. Thornton, *Africa and Africans in the Making of the Atlantic World, 1400-1800*, Second edition, Studies in Comparative World History (Cambridge University Press, 1998), 54–58, 125–31; Belmessous, "The Paradox of Empire by Treaty," 1–2, 10–11; Robert Travers, "A British Empire by Treaty in Eighteenth-Century India," in *Empire by Treaty: Negotiating European Expansion, 1600-1900*, ed. Saliha Belmessous (Oxford University Press, 2014), 132–35, https://doi.org/10.1093/acprof:oso/9780199391783.003.0006; Inge Van Hulle, "British Protection, Extraterritoriality

signing (though of course this became the preponderant mode in the British empire). It requires only that the provisions transferred authority asymmetrically, generated self-reinforcing dynamics, and progressively narrowed what was negotiable in subsequent rounds — regardless of the intentions of either party at the outset.

The concept of accumulation deployed here draws on a rich body of theoretical work that has developed largely in adjacent fields and that this dissertation brings into explicit conversation with legal-historical evidence from the British imperial archive. The most direct predecessor is Maïa Pal's *Jurisdictional Accumulation* (2021), which develops the concept in the context of early modern European empires. Grounded in Marxist political economy, Pal treats jurisdiction itself as a form of capital—the book's epigraph, drawn from a fifteenth-century jurist, puts it simply: "An ounce of jurisdiction is worth more than a pound of gold."[14] Her central argument is that imperial expansion in the early modern period was driven not only or even primarily by territorial conquest but by the accumulation of jurisdictional claims, rights, titles, and functions. As she writes, jurisdictional accumulation "reveals how certain actors of imperial expansion were extending, transporting, and transplanting the authority of their sovereign … it emphasises the difficulties in dissociating—for these actors and during this period—the accumulation of property, jurisdiction, and wealth."[15] Pal's typology of extensions, transports, and transplants of authority captures the variety of mechanisms through which jurisdictional claims compounded across the early modern period, and her insistence on treating jurisdiction as constitutive rather

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and Protectorates in West Africa, 1807–80," in *Protection and Empire: A Global History*, ed. Adam Clulow et al. (Cambridge University Press, 2017), 194–96, https://doi.org/10.1017/9781108283595.011; Joseph Bangura, *The Temne of Sierra Leone : African Agency in the Making of a British Colony* (Cambridge University Press, 2017), 6–8.

[14] Pal, *Jurisdictional Accumulation*, vi.

[15] Pal, *Jurisdictional Accumulation*, 3, 6–8.

than merely descriptive—that is, jurisdiction as a constitutive act rather than a derivative one—is directly generative for this project.

Pal's framework is, however, largely confined to the early modern period and to the diplomatic and colonial agents—ambassadors, consuls, lawyers, chartered company officials—who carried jurisdictional authority outward from European centers. For example, Pal shows how consuls in Mediterranean ports exercised judicial authority over their "nation's" merchants—adjudicating disputes, policing discipline, and attaching privileges such as exclusive taverns and chapels to the consulate—thereby extending metropolitan jurisdiction into Ottoman and North African cities without formal territorial sovereignty.[16] These sub-sovereign officials accumulated not only legal titles and functions but also social and commercial capital, transporting authority outward through everyday institutional practice rather than through formal metropolitan legislation.

This dissertation extends her framework chronologically into the nineteenth century and analytically into the domain of formal legal instruments—the treaties, acts, and orders in council through which British imperial authority was routinized and standardized. Where Pal's agents are sub-sovereign figures operating at the margins of formal law, the accumulation traced here runs through the very center of metropolitan legal production.

Pal's work sits within a broader theoretical Marxist tradition linking law, imperialism, and accumulation that this dissertation draws on without necessarily encamping in Marxist theory.[17] What that tradition establishes, and what matters for the framework developed here, is

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[16] Pal, *Jurisdictional Accumulation*, 1–2, 30–32.

[17] Examples of this literature include Chloe Jones, "Rosa Luxemburg and Imperialism as Statecraft: US Jurisdictional Accumulation on the Philippines Frontier," *London Review of International Law*, February 20, 2026, lraf022, https://doi.org/10.1093/lril/lraf022; Mark Neocleous, "International Law as Primitive Accumulation; Or, the Secret of Systematic Colonization," *European Journal of International Law* 23, no. 4 (2012): 941–62,

a pair of related claims: that accumulation is not only an economic process but a political and juridical one, and that legal failure is not a malfunction of colonial accumulation but part of its logic. The latter point is well illustrated by the American occupation of the Philippines, where colonial land reform under the 1903 Public Land Act worked not by successfully integrating Filipino cultivators into a Jeffersonian property regime but by producing what one recent paper calls a "criminal landscape"—criminalizing indigenous land practices, generating instability, and thereby justifying the expansion of American police power.[18] The instabilities that colonial law produces become the grounds for further legal intervention, and each intervention deposits new institutional residue. This dynamic is not peculiar to the American imperial case; it is a structural feature of accumulation wherever legal instruments are deployed as the primary technology of authority extension, and it is one reason why the criteria enumerated above emphasize the self-reinforcing, difficult-to-revoke character of colonial legal transfers.

Methodologically, this dissertation follows Saha in treating accumulation as a generic analytical concept that can be abstracted from its Marxist anchoring in the dynamics of capital and applied to imperial phenomena more broadly.[19] Saha argues that accumulation names not a simple amassing of things but an active process of acquisition oriented toward increasing the magnitude of acquisition itself, with its own internal dynamism, and premised on the forcible incorporation of new terrain. Applied to colonial knowledge production, Saha shows that

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https://doi.org/10.1093/ejil/chs068; Anghie, *Imperialism, Sovereignty and the Making of International Law*; Benton, *A Search for Sovereignty*; China Miéville, "Between Equal Rights: A Marxist Theory of International Law," in *Between Equal Rights* (Brill, 2004), https://brill.com/display/title/8418; A. Claire Cutler, *Private Power and Global Authority: Transnational Merchant Law in the Global Political Economy*, Cambridge Studies in International Relations 90 (Cambridge University Press, 2003), https://catalog.lib.uchicago.edu/vufind/Record/11175787?sid=61346186.

[18] Jones, "Rosa Luxemburg and Imperialism as Statecraft," 16.

[19] Jonathan Saha, "On Accumulation and Empire," *The Journal of Imperial and Commonwealth History* 50, no. 3 (2022): 417–42, https://doi.org/10.1080/03086534.2022.2057745.

imperial archives and bureaucratic structures "coalesced in certain geographic areas and physical spaces, concurrently with the marginalisation of other spaces"—a lumpiness that network models of empire cannot adequately capture precisely because networks emphasize mobility and circulation where accumulation emphasizes accretion, density, and asymmetric power.[20]

But where Saha illustrates the concept through colonial knowledge production without theorizing the mechanism that gives accumulation its directionality, the framework developed here specifies that mechanism, identifying infrastructure as the component that gives accumulation its directional force—the durable residue that each legal act deposits and that channels where future accumulation can go. Legal infrastructure refers to the specific textual and institutional artifacts—treaty clauses, statutory definitions, procedural requirements, administrative bodies—that prior legal acts leave behind and that subsequent acts must reckon with, work through, or build upon. It is because legal acts deposit infrastructure that accumulation has directionality: each instrument creates the conditions under which the next instrument operates, and the cumulative weight of prior deposits makes some future arrangements more tractable and others nearly impossible.

The criteria outlined above allow us to identify accumulation when it is occurring and to distinguish it from symmetric delegation. What they do not yet explain is why accumulation compounds—why each deposit of legal authority makes the next deposit easier, why the system tends in a direction rather than simply oscillating. That question is the work of the next section. The answer proposed here is that legal acts produce infrastructure: durable textual and institutional residue that is not merely the record of past accumulation but its condition of

[20] Saha, “On Accumulation and Empire,” 427.

possibility for future accumulation. Accumulation without infrastructure would be a series of discrete seizures, each reversible in principle and none reinforcing the others. What makes colonial legal accumulation colonial—what gives it the self-reinforcing, difficult-to-revoke quality identified above—is precisely that each instrument leaves infrastructure behind. The theory of infrastructure is therefore not a supplement to the theory of accumulation but its necessary complement.

Infrastructure: Material and Conceptual Durability

Infrastructure is typically thought as civil engineering, the roads, bridges, tunnels, that constitute foundations "upon which something else runs or operates."[21] What defines it is its materiality, durability, and almost invisible undergirding of larger processes.[22] While scholars emphasize materiality as a central concept, these core qualities can extend into the conceptual, abstracting to incorporate concepts of power. In this dissertation, "legal infrastructure" names the durable institutional and conceptual residue that treaties and imperial legal acts leave behind—residue that does not merely reflect prior authority transfers but actively structures what future authority transfers can look like.

Susan Strange argued that the most consequential form of power in a political economy is not relational — A getting B to do something — but structural: the power to shape the frameworks within which states, enterprises, and individuals must operate. Structural power, in her account, "confers the power to decide how things shall be done, the power to shape

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[21] Susan Leigh Star and Karen Ruhleder, "Steps Toward an Ecology of Infrastructure: Design and Access for Large Information Spaces," *Information Systems Research* 7, no. 1 (1996): 112, edsjsr.23010792.

[22] See: William Hamilton Byrne et al., "Legal Infrastructures: Towards a Conceptual Framework," *German Law Journal* 25, no. 8 (2024): 1231–32, https://doi.org/10.1017/glj.2024.78; Mary Bridges, "The Infrastructural Turn in Historical Scholarship," *Modern American History* 6, no. 1 (2023): 105–6, https://doi.org/10.1017/mah.2023.2; Jan Hansen and Frederik Schulze, "Toward a Material History of Infrastructure," *Icon* 26, no. 1 (2021): 70.

frameworks within which states relate to each other" and to others.[23] It operates below the level of visible transactions, by setting the conditions under which transactions are possible at all. What the infrastructure literature adds to Strange is a theory of mechanism: infrastructure is how structural power gets constructed, materialized, and made durable.

Strange's point is that structural power is exercised by shaping the *framework* within which others act, not by issuing commands within that framework. Infrastructure is therefore a mechanism of structural power because it makes certain forms of action easy, routine, and legitimate, while making alternatives costly, abnormal, or unintelligible. It is the mechanism by which Strange's structural power gets constructed and entrenched. Its focus on who builds and governs rules is illustrated by Johannes Petry as the power of global exchange groups via the owning and governance of infrastructural arrangements necessary for capital markets (data, indices, products, trading platforms clearing).[24] Infrastructure is the arrangement of durable rules, institutions, and material forms that determine where power can accumulate and where it cannot — the built environment of authority rather than authority itself.

In this dissertation I focus on law as a form of infrastructure. William Byrne, Thomas Gammeltoft-Hansen, and Nora Stappert explain that law is not merely a regulator of infrastructure but is itself a form of infrastructure — a socio-technical platform that assembles materials, practices, and relationships and mediates normative meaning across society. Law has materiality (texts, institutions, rituals, architectures), relationality (it is constantly enacted, maintained, and repaired through practice), and distributional consequences (it creates flows for

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[24] Johannes Petry, "From National Marketplaces to Global Providers of Financial Infrastructures: Exchanges, Infrastructures and Structural Power in Global Finance," *New Political Economy* 26, no. 4 (2021): 574–97, 1913432, https://doi.org/10.1080/13563467.2020.1782368.

some and blockages for others).[25] This conception matters for empire because it shifts law from a downstream constraint on conquest to an upstream condition of possibility: law is one of the principal ways imperial power is made durable, portable, and administratively actionable even in the absence of continuous coercion.

This is demonstrated by Deborah Cowen in the colonial space. In the settler colonial context, law and physical infrastructure are not merely analogous or mutually reinforcing — they are literally co-constitutive. Railroads required jurisdiction and jurisdiction was built through railroads. Survey posts, police forces, reserve boundaries, and criminal statutes operated as a single socio-legal apparatus.[26] It's this socio-legal form that produces colonizing momentum in the British imperial case.

While colonial infrastructure can be material or conceptual —both toll house and doctrine of river freedom, I focus on the legal conceptual in this dissertation. Analytically, I treat material installations and legal concepts as a single infrastructural field. Empirically, however, the cases are organized around legal-conceptual infrastructure because it is the form that travels most easily across time and space: doctrines, jurisdictional categories, pricing frameworks, and procedures outlast particular buildings and officials, and they are what later treaties most consistently inherit.

Infrastructure thus encompasses both the material institutions featured throughout the cases — courts, consulates, customs posts, agents' residences, boundary markers — and the legal transformations tracked in the case analyses: mobility exclusion, river recasting, commodification of sovereignty, the hardening of arbitration into adjudication. As the legal

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[25] Byrne et al., "Legal Infrastructures."

[26] Deborah Cowen, "Law as Infrastructure of Colonial Space: Sketches from Turtle Island," *AJIL Unbound* 117 (January 2023): 5–10, edshol.hein.journals.ajilunbo117.3, https://doi.org/10.1017/aju.2022.70.

infrastructure scholarship insists, these are not separate registers but mutually constitutive ones.[27] Conventional understandings of infrastructure draw the mind toward the material, but the legal transformations are not secondary. They are the durable reframings that persist, constrain, and channel where accumulation can go.

Four properties account for why legal arrangements persist and compound while episodic coercion does not:

Durability. Infrastructure is hard to roll back. Once a court is established, an agent stationed, a boundary drawn, or a river reclassified, the arrangement persists and becomes the baseline for future negotiation. This is what distinguishes legal infrastructure from episodic diplomacy: a diplomatic protest may be lodged and forgotten, but a court established by treaty endures until a subsequent agreement explicitly dissolves it—and such dissolution is itself a negotiation conducted on the terrain the court's existence has created. Even retrocession operates within this constraint. When Britain retroceded the Koya Temne territory in Sierra Leone, the retrocession came with conditions that preserved the jurisdictional status quo: British subjects remained under British law, and the returning polity governed within parameters that reflected, rather than reversed, the accumulated legal environment.[28]

Constraint. Infrastructure channels future accumulation by narrowing the field of what is negotiable. It functions as guardrails: once the Indus is governed by universal navigation principles, subsequent treaties over river access are negotiated within that frame. The question then becomes how much duty is permissible, not whether the river is open to foreign traffic at all. Once protection is priced, arrears become possible, and territorial transfer becomes a legible

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[27] Cowen, "Law as Infrastructure of Colonial Space"; Byrne et al., "Legal Infrastructures."

[28] Treaty with Quiah, 29 January 1872 in Hertslet and Great Britain, *Hertslet's Commercial Treaties.*, vol. 14, pg. 984–987.

remedy for unpaid obligations. The infrastructure does not determine outcomes—Aden's contractual infrastructure did not produce annexation—but it shapes the terrain on which the next round of negotiation takes place. It defines the menu of legally recognizable moves available to both parties, and that menu is not neutral: it was constructed through prior rounds of accumulation that favored one party's interests over the other's.

Administrative legibility. Infrastructure renders local political orders readable and manageable to imperial agents. It translates indigenous governance into categories British officials can assess, regulate, and intervene in. This legibility operates through both material and conceptual instruments. Customs posts make trade flows visible, producing data that can be assessed against tariff schedules and used to identify noncompliance. Arbitration procedures translate disputes into adjudicable cases with named parties, documented grievances, and enforceable rulings. Performance standards attached to subsidiary alliances make "misrule" a narratable legal category: once a treaty specifies what good governance looks like, any departure from that standard becomes a documented failure that justifies intervention. In each case, the infrastructure converts political relationships that were previously opaque to imperial agents into arrangements that can be monitored, measured, and acted upon.

Standardization. Infrastructure imposes uniform legal categories across diverse political contexts. Template treaties reproduced identical provisions such as tariff schedules, arbitration clauses, and residency arrangements, across polities with vastly different political structures, economic bases, and relationships to British power. These were not improvised documents but printed forms with blank spaces for the date and the name of the signatory, adapted to local circumstances by filling in what changed while the operative legal provisions remained fixed (Appendix D). Set tariff schedules applied the same duty rates whether the polity in question

was a large state with extensive trade networks or a small chieftaincy with minimal commerce. Common arbitration procedures channeled disputes through the same institutional forms regardless of local legal traditions. This standardization made empire administratively portable: the quick turnaround of governors and officers needed a system so that new officials were not starting from scratch. And these officials trained in one setting could be redeployed to another and find recognizable legal architecture already in place. It also meant that the legal environment constraining local actors looked increasingly similar across cases, even where the underlying political realities were profoundly different.

These properties together enable a shift in the justificatory register through which imperial intervention becomes legible. Where episodic legal claims — a wrong committed, a debt unpaid, a subject harmed — produce arguments for restitution or indemnification, infrastructure produces arguments for enforcement. The distinction matters. Restitution claims are available from the first interaction: it requires only a grievance and a claimant. Enforcement claims are only available after infrastructure exists, because enforcement presupposes a system that has been agreed upon, violated, and must be restored.

The Don Pacifico affair illustrates the restitution end of this spectrum. When a British subject's property was destroyed in an Athenian riot, Palmerston ordered the Royal Navy to seize Greek vessels in the harbor — force deployed as collection, requiring no prior institutional deposit beyond the claim itself. In the cases examined in this dissertation, the culminating moves follow a different logic entirely. The other party has impeded a system of navigation, breached a governance standard, or obstructed an adjudicative arrangement that both parties recognized as binding. The intervention restores order rather than extracts payment. This is not merely a rhetorical difference. Enforcement claims are institutionally grounded in ways that restitution

claims are not — they require courts, performance standards, and residency arrangements to be already in place before they can be invoked. Infrastructure is therefore not only what makes accumulation durable; it is what converts accumulated legal authority into a basis for intervention that is structurally distinct from the ad hoc justifications available without it.

The payoff of the infrastructure concept is that it connects a legal micro-instrument (a clause, a procedure, a residency, a schedule) to a macro-pattern (sovereignty erosion). Accumulation names the iterative extension of legally recognized authority; infrastructure names why those extensions persist, travel, and compound. The erosion of sovereignty is the subordinated party's experience of that compounding — not the loss of agency but its progressive reconstitution within a legal framework they did not design. Each agreement imported categories — property, jurisdiction, navigable space — that structured all subsequent interactions on terms the local party had not necessarily internalized and could not unilaterally exit. The case of Jaja of Opobo, examined in Chapter Five, makes this visible directly: by accepting treaty terms that recognized his sovereignty over a commercial route, he simultaneously accepted the legal premise that made obstruction of that route actionable against him. What counted as legitimate action, defensible claim, or recognizable sovereignty was henceforth determined by an accumulated legal architecture built from outside. The same deposits that extended British authority reconstituted the terrain on which the treaty partner operated — not as separate effects but as two consequences of the same instrument.

Accumulation and infrastructure are analytically distinct but empirically inseparable, and together they form relational components of the same mechanism, working simultaneously on both parties to every legal encounter. Each instrument that extends British authority also restructures the terrain on which the treaty partner operates in the next round. The same court

that establishes a baseline for British jurisdictional claims constrains the local party's ability to contest those claims in subsequent negotiations. The same pricing framework that commodifies protection for British benefit makes arrears structurally possible for its counterpart. The same doctrinal reframing that converts river access into a universal right removes it from the domain of bilateral negotiation altogether. The advantage and the disadvantage are not separate effects; they are two faces of the same deposit.

The forums established by early treaties are British ones, operating under British procedural rules and interpreted by imperial agents —each of these assertions of sovereignty.[29] As Pal has shown in the context of Mediterranean consular jurisdictions, the structural embedding of jurisdictional bias was not an incidental feature of legal instruments but constitutive of how authority over property, persons, and territory was distributed and accumulated from the outset — jurisdiction and ownership being analytically inseparable in the very instruments through which imperial legal ordering operated.[30] In the British empire, the performance standards attached to subsidiary alliances are evaluated against criteria that British Residents specify and British governors adjudicate. The arbitration procedures that convert chiefly dispute resolution into documented cases produce legibility for the penetrating imperial actors, not for the parties whose disputes are being translated. The translation for Crown or Company agents shifts the entire legal apparatus into that of western (specifically British) law.

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[29] Pal, drawing on Dorsett and McVeigh, inverts the conventional relationship between sovereignty and jurisdiction: rather than jurisdiction being an exercise of sovereign authority, "sovereignty is a practice of jurisdiction" — the authority to pronounce law is itself the constitutive act. The administrator who interprets is not applying authority; he is instantiating it. Pal, *Jurisdictional Accumulation*, 17; Shaunnagh Dorsett and Shaun McVeigh, *Jurisdiction* (Routledge-Cavendish, 2012), 4, https://doi.org/10.4324/9780203115435.

[30] Pal, *Jurisdictional Accumulation*, 8, 22.

Each of the instruments creates a legal environment in which the costs of continuation fall disproportionately on the weaker party and the interpretive authority rests disproportionately with the stronger one. Anghie's demonstration that the civilizing mission was not imposed onto otherwise neutral international legal forms but was constitutive of those forms from the outset, and Matthew Craven's demonstration that the structural logic of the Berlin General Act produced colonial rule as the condition of its own implementation rather than merely as its ideological cover, both confirm that this asymmetry was not a corruption of neutral legal procedures but a constitutive feature of how international law as such was constructed.[31] The jurisdictional, contractual, and maritime instruments examined here are therefore not aberrations from a neutral legal framework but expressions of a legal order in which interpretive authority, procedural form, and evidentiary legibility were structurally allocated to the stronger party from the moment of drafting.

This structural account requires one important qualification. The pattern it describes—of instruments that appear formally consensual but generate asymmetric effects over time—was not inaugurated by the logics of conquest. In a number of early colonial encounters, the asymmetry initially ran in the opposite direction: Britain was the supplicant, operating under terms set by local powers. Many scholars of the early modern trading world document cases in which European commercial actors entered relationships on terms dictated by stronger non-European counterparts, accepting constraints on their behavior that would later be reversed as the balance shifted. [32]

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[31] Anghie, *Imperialism, Sovereignty and the Making of International Law*, 3–6; Matthew Craven, "Between Law and History: The Berlin Conference of 1884-1885 and the Logic of Free Trade," *London Review of International Law* 3, no. 1 (2015): 31, 57–59, https://doi.org/10.1093/lril/lrv002.

[32] Sanjay Subrahmanyam, "Frank Submissions: The Company and the Mughals between Sir Thomas Roe and Sir William Norris," in *The Worlds of the East India Company*, ed. H. V. Bowen et al. (Woodbridge, 2002); Guido Van

This matters for the present argument because it establishes that the mechanism described here is not simply a story of British power imposed from the outset. Instead, imperial authority often emerged within layered and negotiated legal orders rather than through immediate territorial dominance.[33] It is therefore a story of how legal instruments that began in accommodation became, over successive rounds, instruments of progressive conditioning—and why the form of that conditioning was legal rather than purely coercive.

Lake's spectrum framework, already introduced in this chapter, helps clarify this dynamic. In Lake's account, hierarchy emerges when a subordinate actor voluntarily grants authority to a dominant actor in exchange for protection or other benefits. Once such authority is recognized, subsequent decisions must operate within the bounds of that relationship, gradually constraining the range of options available to the subordinate party without requiring any single moment of coercive imposition. This is the logic of the social contract Lake identifies in hierarchical relations — the subordinate party trades sovereignty for security, and in doing so alters the baseline from which all subsequent decisions must be made.[34] Morrow's account of asymmetric alliances makes the same point from a different angle: weaker states are not coerced into subordination so much as drawn into it by the internal logic of the security-autonomy bargain, which generates compliance not through force but through the progressive restructuring

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Meersbergen, "The Diplomatic Repertoires of the East India Companies in Mughal South Asia, 1608-1717," *The Historical Journal* 62, no. 4 (2019): 875–98. See also: William Dalrymple, *The Anarchy: The East India Company, Corporate Violence, and the Pillage of Empire* (Bloomsbury, 2019), 9–25; Philip J. Stern, *The Company-State: Corporate Sovereignty and the Early Modern Foundation of the British Empire in India* (Oxford University Press, 2011), 13, 122, https://catalog.lib.uchicago.edu/vufind/Record/8382828?sid=71375227.

[33] Benton, *A Search for Sovereignty*; Lauren Benton et al., eds., *Protection and Empire: A Global History* (Cambridge University Press, 2017), https://doi.org/10.1017/9781108283595; Andrew Phillips and J. C. Sharman, *International Order in Diversity: War, Trade and Rule in the Indian Ocean* (Cambridge University Press, 2015); Phillips and Sharman, *Outsourcing Empire*.

[34] Lake, *Hierarchy in International Relations*, 3–5.

of incentives.[35] Conquest, in this reading, did not require the negation of the agency exercised at the moment of signing. It required only that the terms of future agency be quietly transformed by what had already been agreed.

Relations did not typically begin as the imposition of an asymmetrically powerful outsider. As the cases examined in the following chapters illustrate, local rulers entered early agreements from positions of political confidence, on terms that reflected their own priorities and institutional practices. This pattern is not unique to the cases examined here. Comparative work on legal politics across imperial contexts—particularly Benton and Ford's analysis of legal pluralism in early empire—demonstrates that negotiated entry into imperial legal orders was a recurring feature of early colonial relations.[36] The significance of this pattern is in the fact that negotiated entry did not prevent the later emergence of hierarchy; rather, it structured the terms through which asymmetry gradually developed.

Each agreement deposited infrastructure that constrained the terms of the next negotiation. Because this infrastructure was durable and difficult to reverse, subsequent negotiations did not begin on neutral ground. Local actors continued to exercise agency — contesting terms, leveraging rival powers, exploiting metropolitan divisions, and sometimes securing concessions — but they did so within a legal environment increasingly structured by prior rounds of accumulation. Over time, the menu of defensible political options narrowed.

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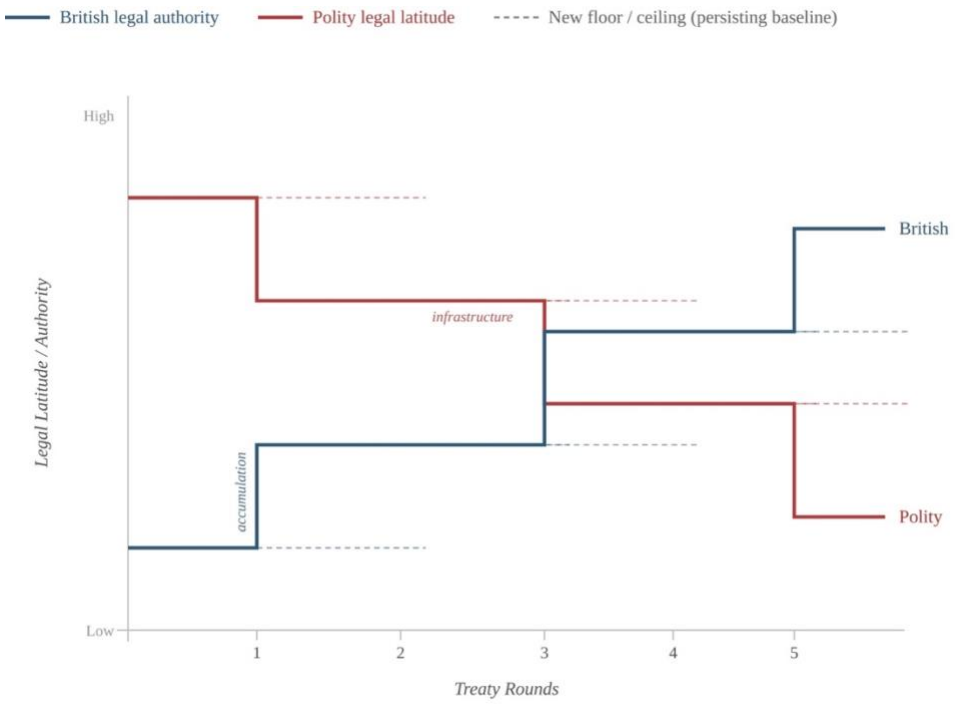
[35] Morrow, "Alliances and Asymmetry," 905.

[36] Lauren A. Benton and Lisa Ford, *Rage for Order: The British Empire and the Origins of International Law, 1800-1850* (Harvard University Press, 2016), https://catalog.lib.uchicago.edu/vufind/Record/12349893?sid=71267170; Benton, *A Search for Sovereignty*; Saliha Belmessous, ed., *Empire by Treaty: Negotiating European Expansion, 1600-1900* (Oxford University Press, 2014), https://catalog.lib.uchicago.edu/vufind/Record/12015773?sid=75657600; John K. Thornton, *Africa and Africans in the Making of the Atlantic World, 1400-1800*, Second edition, Studies in Comparative World History (Cambridge University Press, 1998); George E. Brooks, *Landlords and Strangers : Ecology, Society, and Trade in Western Africa, 1000-1630 /*, African States and Societies in History (Westview Press, 1993).

Consent remained formally present, but its substance was reshaped by the infrastructural baseline that previous agreements had established. To roll back a court required a new treaty that explicitly dissolved it; to reverse the reclassification of a river required overturning an established doctrinal claim; to escape a pricing framework required satisfying the obligations that framework had generated. Each reversal was harder than the original concession, not because of a change in the balance of force but because it had to overcome the weight of institutional and conceptual infrastructure that had hardened around the existing arrangement.[37]

Figure 1 - Legal Accumulation as Iterative Asymmetry



Each vertical segment represents a treaty round in which legal authority is transferred (accumulation). Each horizontal segment represents the infrastructural baseline that round establishes — the legal environment in which the next negotiation begins. Dotted extensions show these baselines persisting forward, restructuring the terrain before the next round commences. Steps are uneven to reflect the contingent, non-automatic character of the sequence.

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[37] The reversal-cost argument advanced here does not depend on documentary evidence of each negotiation. The claim follows from the logic of the infrastructure itself: to dissolve a court, one must produce a treaty; to overturn a doctrinal classification, one must win an interpretive contest within a framework already weighted against the weaker party. The increasing cost of reversal is a structural consequence of how legal instruments accumulate, not a claim about what any particular negotiating party knew or intended.

Figure 1 illustrates this dynamic. The vertical segments register the moment of accumulation: the treaty round in which legally recognized authority over a sovereign function is transferred. The horizontal segments register infrastructure: the durable baseline deposited by that transfer, which persists as the floor from which the next round begins. There is no automatic rhythm to accumulation; the spacing between treaty rounds is dependent on the contingent play of metropolitan politics, local resistance, and strategic calculation. What the figure captures is not a predetermined sequence but a ratchet — each step harder to reverse than to take, each plateau restructuring the terrain before the next round opens.

The phase structure of each case traces this dynamic. The maritime recasting of the Indus precedes and conditions disputes over toll rates and agent placement. The commodification of protection in Oudh establishes the framework within which arrears and territorial remedies become intelligible. The attachment of jurisdiction to persons in Sierra Leone precedes the hardening of arbitration into adjudication and, ultimately, territorial sovereignty. The mechanism does not operate through discrete, linear stages. Rather, each treaty simultaneously extends legally recognized authority over sovereign functions and deposits material and conceptual infrastructure that persists beyond the agreement itself. Courts, residencies, doctrinal claims, pricing frameworks, and arbitration procedures are not downstream effects of authority extension, but its embedded form. Accumulation supported by infrastructure thus proceeds iteratively: each agreement both extends authority and embeds the conditions under which further extensions become more legible and less contestable — while simultaneously narrowing the field within which the treaty partner can exercise effective resistance.

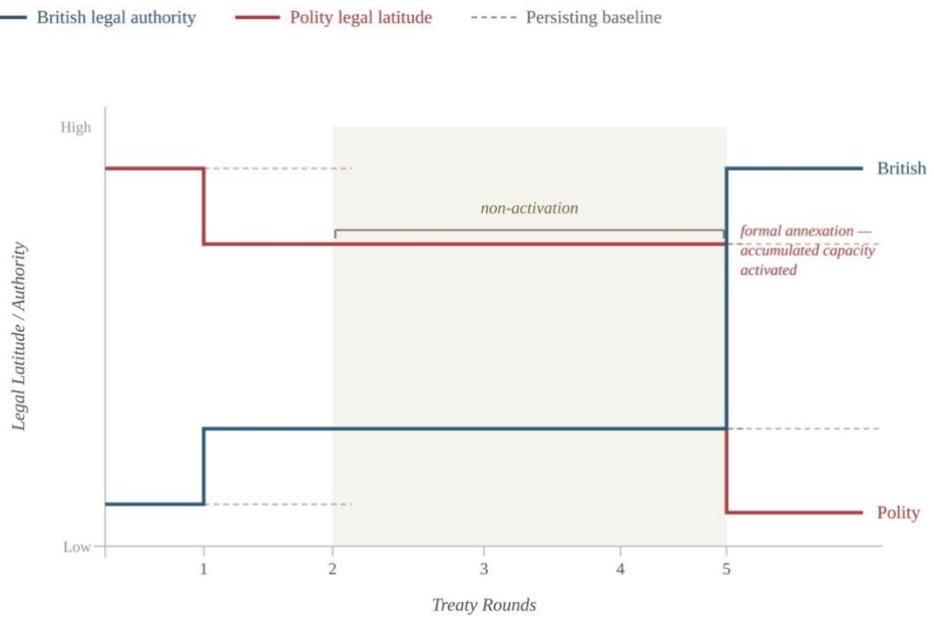
Legal accumulation does not eliminate coercion. Rather, it restructures the conditions under which force becomes legible as enforcement rather than conquest. Force remains available

throughout the process, but its deployment increasingly draws justification from the legal infrastructure accumulated through prior agreements — not because law causes force to be used, but because the accumulated infrastructure determines whether that deployment reads as enforcement or seizure. Law does not replace coercion; it frames it, rendering the same act of force either a lawless seizure or a legitimate enforcement action depending on the infrastructural baseline from which it is read.

Directionality Without Inevitability

The interaction between accumulation and infrastructure produces a process that is self-propelling without being predetermined. This distinction matters. To claim inevitability would be to misread the cases: Aden spent half a century with the contractual architecture of annexation in place but remained in legal stasis until the end of the nineteenth century. Individual personalities, metropolitan politics, and contingent calculation all shaped whether accumulated legal capacity was activated. The theory advanced here does not explain timing, and it does not claim that empire was the only possible destination of every treaty relationship. It claims something more precise: that each round of legal accumulation restructured the cost environment in which the next round would occur, loading the die without fixing the throw.

Figure 2 - Aden: Non-Activation and Sudden Annexation



Infrastructure deposits after Round 1; sequence halts for three rounds; full annexation activated in Round 5. The figure illustrates the theory's core claim: directionality does not imply inevitability, but the cost structure of reversal does not change during non-activation.

Figure 2 illustrates this through the Aden case. The initial treaty round deposits infrastructure — British legal presence, jurisdictional footholds, a framework for future claims. Then the sequence halts. For three rounds, the polity's legal latitude neither rises nor falls; the British line holds flat as successive treaties reinstalling stipends after violations are signed. The infrastructure deposited in Round 1 persists, but no further accumulation occurs. What the figure makes visible is that the non-activation period does not reset the baseline. When Round 5 arrives — driven by factors the theory does not model — the accumulated architecture is still in place, and annexation is correspondingly swift and total. The accumulated architecture had been in place for fifty years — available, but undeployed.

The contingency claim finds further support within the corpus itself, in cases where legal infrastructure was present but the accumulation sequence never advanced. Britain's relationship with Siam is a clear instance. Siam is not examined as a primary case in this dissertation because

its treaty record does not isolate a single legal logic with the clarity the case studies require. All three logics appear in the Siamese treaty sequence, but none dominates sufficiently to make the case a clean illustration of how any one logic accumulates and deposits infrastructure across successive rounds. What the Siam sequence shows is not how any particular logic operates but that accumulated infrastructure does not compel activation — the political decision to proceed remained unmade even as the legal architecture deepened.

An 1855 treaty executed by Sir John Bowring on behalf of Queen Victoria, established consular jurisdiction over British subjects and fixed a tariff schedule — the same foundational instruments that will be seen initiating accumulation in Sierra Leone and Sindh— yet the sequence those instruments set in motion elsewhere did not follow.[38] What the Siam case did not produce was the structural condition the theory requires: that continuation be cheaper than reversal for the stronger party. The Anglo-French Declaration of 1896 transformed Siam into a recognized buffer between British and French colonial territory, a political condition under which the costs of formal absorption likely outweighed any gains the accumulated legal infrastructure could deliver.[39]

In Persia, most-favored-nation clauses, extraterritorial rights, and commercial concessions proliferated across the nineteenth century, yet the accumulation logic these instruments elsewhere set in motion did not follow — the Qajar state remained, penetrated but intact, without the progressive transfer of jurisdictional authority that characterizes the cases

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[38] The 1855 Bowring Treaty, 18 April 1855, in Parry, *Consolidated Treaty Series, 1648-1919*, vol. 113, p 84–89. The compounding character of the infrastructure is visible in subsequent instruments, notably the Treaty between Great Britain and Siam for the Prevention of Crime, 3 September 1883 in Parry, *Consolidated Treaty Series, 1648-1919*, vol. 162 pp.378–84. extends the consular court presence into the interior on terms that treated the 1855 framework as settled baseline, but tracing that sequence is not the purpose of the reference here.

[39] Declaration between France and Great Britain with regard to Siam, 15 January 1896 in Parry, *Consolidated Treaty Series, 1648-1919*, vol. 182, pp.272–273.

examined here.[40] Persia experienced the instruments of accumulation without the compounding sequence — penetrated but not progressively reorganized in the terms this dissertation develops.

The cases of Siam and Persia show infrastructure present but the sequence arrested. A third possibility, analytically distinct, is that accumulated infrastructure was actually reversed. Japan, as a recognized member of the international state system, represents this case — and because its political standing distinguished it from the polities examined in this dissertation, the comparison illuminates by contrast precisely what made reversal structurally unavailable elsewhere. The 1858 Treaty of Peace, Friendship, and Commerce installed personal jurisdiction over British subjects in Japan in terms that directly parallel the jurisdictional logic traced in the corpus cases.[41] Article IV stipulated that "all questions in regard to rights, whether of property or person, arising between British subjects" in Japan "shall be subject to the jurisdiction of the British authorities," while Article V extended that asymmetry by requiring that British subjects who committed crimes against Japanese subjects be tried by the British Consul under British law — interpretive authority resting entirely with the stronger party regardless of where the act occurred.

A British Order in Council issued the following year embedded these treaty rights in a domestic statute, declaring that Britain could exercise jurisdiction in Japan "in the same and as ample a manner as if Her Majesty had acquired such power or jurisdiction by the cession or conquest of territory." This is the infrastructural hardening mechanism named outright: treaty-based jurisdiction converted by domestic legislation into a statutory right, making it no longer

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[40] Firuz Kazemzadeh, *Russia and Britain in Persia: Imperial Ambitions in Qajar Iran* (I.B. Tauris, 2013), chaps. 3-5; Nikki R. Keddie, *Roots of Revolution: An Interpretive History of Modern Iran* (Yale University Press, 1981), 37–60.

[41] Treaty of Peace, Friendship and Commerce between Great Britain and Japan, 26 August 1858 in Parry, *Consolidated Treaty Series, 1648-1919*, vol. 119 pp. 402–12.

dependent on the original treaty instrument and correspondingly harder to dislodge through diplomatic renegotiation alone. Article XXII of the 1858 treaty permitted revision on or after July 1, 1872 with one year's notice — yet twenty-two years elapsed before Japan successfully achieved it, not because the provision was absent but because the structural conditions for successful renegotiation were not yet in place.

When the 1894 Anglo-Japanese Treaty of Commerce and Navigation finally effected that reversal, Article XX dissolved the prior infrastructure explicitly referencing the 1858 treaty and stipulating that the jurisdiction "then exercised by British Courts in Japan, and all the exceptional privileges, exemptions, and immunities then enjoyed by British subjects," would "absolutely and without notice cease and desist, and thereafter all such jurisdiction shall be assumed and exercised by Japanese Courts."[42] The dissolution was total — but its cost reveals what the theory predicts. Japan's path to Article XX required the wholesale reconstruction of its legal system in terms legible to British administrators: the adoption of Western-style legal codes, accession to international intellectual property conventions stipulated in the accompanying Protocol, and the demonstrated administrative capacity to absorb foreign settlement governance under Article XVIII. The reversal conditions were not symmetrical with the original imposition. Britain had installed the infrastructure of 1858 without satisfying any equivalent requirements; Japan could only dismantle it by satisfying conditions the original instrument had never imposed on the stronger party. The exit cost was measured not in diplomatic negotiation alone but in the reconstruction of Japan's legal infrastructure from the ground up. That path was structurally unavailable to the polities examined in this dissertation. Their exclusion from the international

[42] Treaty of Commerce and Navigation between Great Britain and Japan, 16 July 1894 in Parry, *Consolidated Treaty Series, 1648-1919*, vol. 180, pp. 258–66.

state system meant there was no recognized legal standing from which to demand renegotiation on equivalent terms — a standing that was itself partly a product of the jurisdictional infrastructure Britain had accumulated against them.

The mechanism does not require that legal infrastructure, once present, automatically advance. What it requires is that the cost environment be such that continuation is cheaper than reversal for the stronger party. In Siam, Persia, and China, that threshold was not crossed — not because the instruments were absent, but because the structural conditions that make continuation progressively cheaper than reversal did not obtain in the same way. The informal empire cases are not failures of the mechanism; they are instances of non-activation.

What the theory ultimately claims is that legal agreements generate their own momentum through an asymmetry that deepens with each round. As accumulation proceeds and infrastructure is deposited, the cost of continuation falls for the stronger party while the cost of reversal rises for the weaker one. Each agreement that establishes a court, embeds a Resident, prices a sovereign function, or reclassifies a geographic feature creates a new baseline from which the next round is cheaper for Britain to initiate and harder for its partner to undo. The weaker party does not simply face a stronger adversary; it faces a legal environment progressively restructured against its interests by the accumulated weight of prior agreements. The asymmetry is not between the parties' power at any given moment — it is between the decreasing friction of forward movement and the increasing friction of reversal. Bridges' concept of disposition captures this precisely: infrastructure does not determine outcomes but establishes

the latent propensity of a system to produce certain outcomes regardless of the intentions of its builders.[43]

This is what gives the cases their directional character without making their outcomes predetermined. All six cases end in formal incorporation into the British imperial order, but the theory does not explain this convergence by asserting that annexation was always coming. It explains it by showing that each round of accumulation loaded the die — shifting cost structures, narrowing exits, and making the legal architecture of conquest progressively more legible and less contestable. The die could be set down, as Aden shows. The ease with which it is picked back up and further deployed is what shifts. It is through three legal logics — jurisdiction, contract, and maritime law — that this shift occurred.

Three Legal Logics of Conquest: Jurisdiction, Contract, and Maritime Law

The framework developed in the preceding sections—accumulation and infrastructure—describes the general mechanism through which legal instruments produced imperial authority. This section specifies the instruments themselves. It identifies three legal logics that operated as distinct pathways of expansion, each manipulating a different dimension of sovereignty: jurisdiction manipulated legal scope, contract manipulated legal form, and maritime law manipulated legal space. Each logic is defined by what it manipulates, how it accumulates, and what infrastructure (again, both material and legal-conceptual) it deposits.

The mechanism is constant across cases. The three legal logics introduced here do not constitute distinct mechanisms. Rather, they are domain-specific techniques for manipulating sovereignty that all operate through the same accumulation/infrastructure dynamic.

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[43] Bridges, "The Infrastructural Turn in Historical Scholarship," 112.

Table 1 - Three Legal Logics as Instruments of Imperial Expansion.

	Jurisdiction Law	**Contract Law**	**Maritime Law**
Dimension manipulated	Legal scope *(who is subject to the law)*	Legal form *(sovereignty as transaction)*	Legal space *(geography reclassified)*
Core mechanism of accumulation	Extension to more persons, disputes, territory	Financial spiral + performance framework	Bilateral concession → presumed right → administrative norm
Material infrastructure deposited	Courts; agents; boundary commissions; arbitration procedures	Resident; subsidy schedule; customs posts; revenue assignments	Toll-houses at chokepoints; agents; standardized duty schedules
Conceptual infrastructure deposited	Legal hierarchy above local orders; arbitration → adjudication; portable jurisdiction	Sovereignty commodified; performance = assessable default; personalization	River as quasi-maritime space; access as right, not concession; universal navigation norm
Primary Cases	Sierra Leone (slow); Cape Frontier (compressed)	Oudh (full activation); Aden (infrastructure without erosion)	Sindh (explicit doctrinal); Niger Delta (practice → doctrine)

Note: Cells describe paradigmatic operation; empirical chapters show variation and combination across cases.

The three logics are not stages in a developmental sequence. They are contemporaneous instruments drawn from the same imperial toolkit, deployed in different combinations across different settings depending on the commercial interests at stake, the political constraints on the ground, and the institutional resources available to the agents who wielded them. Sindh combined maritime law with contractual instruments. Sierra Leone layered jurisdiction with maritime elements through river customs cessions. The Niger Delta moved from a maritime logic governing river access to jurisdictional consolidation over territory. The logics interacted not because they were coordinated from above but because the consuls, governors, and merchants

who deployed them operated within a shared repertoire of legal techniques, selecting and combining instruments as circumstance demanded.[44]

What unites the three logics is that each operates through the dual property described earlier in this chapter: every exercise of any logic simultaneously accumulates authority in the present and deposits infrastructure that channels future accumulation. What distinguishes them is the dimension of sovereignty each targets and the specific pathways through which accumulation and infrastructure operate. The remainder of this section develops each logic in turn.

Jurisdiction: Manipulation of Legal Scope

What jurisdiction manipulates. Jurisdiction is the ordering of legal authority: it "delimit[s] the scope of authority, determine[s] the technical means of its representation or adjudicate[s] on the proper form of lawful relations."[45] In the nineteenth-century British Empire, jurisdiction was not primarily territorial. It was mobile, circulating through persons, ports, rivers, and treaties, offering authority that was portable, divisible, and expandable. Scholars across international relations and legal history have demonstrated that territorial sovereignty was a historically contingent construct that only crystallized through the imperial encounter itself.[46] For an empire extending its interests far beyond the capacity of its coffers, the connection between jurisdiction and territory was weak, even undesirable. What mattered was not possession of land but security of trade.

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[44] Van Hulle, *Britain and International Law in West Africa*, 2–3, 8–9, 13–16.

[45] Dorsett and McVeigh, *Jurisdiction*, 4.

[46] Anghie, *Imperialism, Sovereignty and the Making of International Law*; Benton and Ford, *Rage for Order*; Phillips and Sharman, *International Order in Diversity*; Ayşe Zarakol, *Before the West: The Rise and Fall of Eastern World Orders*, LSE International Studies (Cambridge University Press, 2022), https://doi.org/10.1017/9781108975377.

This dissertation identifies three interlocking forms through which jurisdictional authority operated. Personal jurisdiction attached law to subjects rather than territory, following merchants, settlers, missionaries, and "liberated Africans" wherever they traded or resided.[47] In practice, the British used subjecthood to justify intervention on behalf of traders and allies: if a group was considered subject, it warranted protection, and treaties across West Africa frequently required local rulers to hand over British offenders to colonial courts or refrain from punishing British subjects without the governor's consent. Territorial jurisdiction anchored law in formally demarcated space—disavowed in principle after the Napoleonic Wars, when the Colonial Office discouraged the costs of direct rule, but constantly prepared through boundary surveys, mapping, and land cession treaties that made possession imaginable and measurable.[48] Transboundary jurisdiction governed the space between polities through extradition agreements, cross-border policing arrangements, and fugitive surrender clauses that presumed mutual sovereignty on paper but in practice delegated enforcement asymmetrically to the more powerful party.[49] Together, these three forms constituted a modular architecture of authority: territorial jurisdiction defined where law applied, personal jurisdiction determined to whom, and transboundary jurisdiction managed how it circulated between polities.

How the jurisdiction logic accumulates power. Jurisdiction grows by attaching law to more persons, more disputes, and more territory. Each extension asserts authority in the present

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[47] L. A. Benton, *Law and Colonial Cultures*; Halvard Leira and Iver B. Neumann, "Consular Diplomacy," in *Diplomacy in a Globalizing World: Theory and Practices*, ed. Pauline Kerr and Geoffrey Wiseman (Oxford University Press, 2013); Pal, *Jurisdictional Accumulation*.

[48] L. A. Benton, *Law and Colonial Cultures*, 128; Lisa Ford, *Settler Sovereignty: Jurisdiction and Indigenous People in America and Australia, 1788-1836*, Harvard Historical Studies 166 (Harvard University Press, 2010), https://catalog.lib.uchicago.edu/vufind/Record/12750248?sid=61346217.

[49] Neil Boister, "'Transnational Criminal Law'?," *European Journal of International Law* 14 (November 2003): 966–68, https://doi.org/10.1093/ejil/14.5.953.

and constrains the next round of negotiation. A treaty granting jurisdiction over criminal disputes between British subjects establishes the principle that British law can operate within another polity's territory; a subsequent treaty extending jurisdiction to disputes involving at least one British subject builds on that principle rather than introducing a novel claim. Arbitration between polities hardens into adjudication by a British governor; adjudication hardens into administrative sovereignty. The cascade is not inevitable, requiring activation by a man on the spot. Each step makes the next thinkable and defensible within the legal environment prior steps have created.[50] As Benton observes, jurisdictional lines were "the focus of struggle precisely because they signified other boundaries marking religious and cultural difference," and the continual adjustment of those lines to maximize British revenue and protect client elites made the system inherently expansive.[51]

What infrastructure jurisdiction law deposits. Jurisdiction leaves both material institutions and legal-conceptual reframings for later negotiations. On the material side: courts, agents stationed in neighboring territories, boundary commissions, and arbitration procedures—the administrative skeleton that could be maintained at far lower cost than military garrisons or a fully staffed colonial judiciary.[52] On the conceptual side, the gradual elevation of arbitration into adjudication transforms what begins as consultative mediation into supervisory sanction and ultimately into conclusive and binding decision-making, converting dispute resolution into a

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[50] The Old Calabar sequence Van Hulle traces in the same period illustrates this ratchet at the level of individual episodes. A treaty requiring suppression of human sacrifice was concluded in 1848; years later, its violation was invoked as justification for a disproportionate naval bombardment; British permission to rebuild was then made conditional on a new and stronger treaty that outlawed human sacrifice on the basis of Egbo law and extended the prohibition to trial by ordeal and the killing of twin children. Each round treated the prior treaty as its baseline and deposited terms that made the next round's starting position more constrained than the last. Van Hulle, "British Humanitarianism, International Law and Human Sacrifice in West Africa."

[51] L. A. Benton, *Law and Colonial Cultures*, 2, 134.

[52] L. A. Benton, *Law and Colonial Cultures*, 128.

hierarchical legal order. The Governor first appears as mediator, then as required arbiter, then as adjudicator whose rulings bind multiple polities, and finally as sovereign. Each step is not a rupture but an infrastructural ratchet that channels subsequent accumulation. As Ford demonstrates, the very exercise of criminal jurisdiction over frontier violence asserted that sovereignty was a territorial measure of authority, so that what began as law beyond the state laid the groundwork for the territorial state itself.[53]

Cases. Sierra Leone (1787–1896) illustrates the slow layering of jurisdiction across a century. The process moved from the attachment of personal jurisdiction to settlers and liberated Africans to the hardening of arbitration into adjudication and finally the proclamation of a protectorate. The Cape Frontier (1835–1846) compressed the jurisdictional evolution into a single decade. Stockenström's reciprocal treaty system, designed as a bilateral arrangement for managing cross-border disputes, was converted into an asymmetric enforcement regime. Together, these cases demonstrate that jurisdiction, in all its forms, functioned as an infrastructure of conquest—one that could operate at vastly different tempos depending on the political context.

Contract Law: Manipulation of Legal Form

What contract law manipulates. Where jurisdiction law manipulates legal scope (who is subject to law and where it applies) contract law manipulates legal form: the binding structuring of obligations, payments, and performances into enforceable terms. The distinguishing feature of the contractual logic is not that an agreement is legally binding, but that it structures reciprocal exchange in a way that makes performance legible as compliance or

[53] Ford, *Settler Sovereignty*, 2.

breach. What distinguishes the contractual logic isolated here is not the mere existence of obligation, but the structuring of obligation as *exchange*: sovereign commitments organized into reciprocal performances that can be evaluated against specified benchmarks and remedied upon failure.

Contracts commodify sovereignty. They convert protection into a billable service, territorial possession into collateral for debt, and the quality of governance into an assessable performance standard. The erosive potential of this form does not derive from asymmetry alone. It derives from the legal transformation of sovereign functions into measurable obligations whose shortfall can be framed as breach — and remedied accordingly. The subsidiary alliance system the East India Company (EIC) developed across the Indian subcontinent was the paradigmatic expression of this logic: a sovereign ruler purchased military protection at a stipulated price, paid through cash subsidies and territorial revenues, and submitted to the stationing of a British Resident who monitored compliance with the agreement's terms.[54] The contractual logic was not confined to India. Stipendiary agreements along the Arabian and Persian Gulf coasts and subsidy treaties in West Africa, all operated through the same basic mechanism: the conversion of a political relationship into an ongoing financial transaction governed by enforceable terms. What made these instruments distinctively powerful was not the initial transaction — which was often genuinely bilateral and sometimes initiated by the local party — but the framework of obligations each transaction established and the infrastructure it deposited for subsequent enforcement.

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[54] Michael Herbert Fisher, *A Clash of Cultures: Awadh, the British, and the Mughals* (Manohar, 1987), https://catalog.lib.uchicago.edu/vufind/Record/931883?sid=75359070; Callie Wilkinson, *Empire of Influence: The East India Company and the Making of Indirect Rule* (Cambridge University Press, 2023), 1–6, https://doi.org/10.1017/9781009311717.

How the contractual logic accumulates power. Once protection is priced, each payment cycle deepens financial dependency while simultaneously confirming the pricing framework as the legal baseline for future negotiations. Debts mount, arrears become structurally possible, and territorial transfer becomes a legible remedy: the cession of territory to cover unpaid obligations is a recognizable legal operation within the contractual framework, not an imposition from outside it. The choice of remedy — territorial cession, financial penalty, direct administration — is itself structured by what the contract has already established as the enforceable terms of the relationship.[55]

Performance standards create a parallel accumulation pathway. Once a treaty specifies what good governance looks like — maintenance of order, suppression of banditry, protection of commerce — any departure becomes a documented failure that justifies intervention. Such provisions alter incentives and constrain future behavior by converting governance into an evaluable category: not a political judgment but a contractual assessment.[56] The two channels operate simultaneously and reinforce one another. The financial spiral converts subsidy into debt into territorial collateral; the performance framework converts governance into an assessable, intervene-able condition. Together they produce a legal environment in which the forms of coercion available to the stronger party expand with each cycle.

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[55] Alan Sykes, "Public vs. Private Enforcement of International Economic Law: Of Standing and Remedy," SSRN Scholarly Paper no. 671801 (Social Science Research Network, February 1, 2005), 17–18, https://doi.org/10.2139/ssrn.671801.

[56] Brett Ashley Leeds, "Credible Commitments and International Cooperation: Guaranteeing Contracts Without External Enforcement," *Conflict Management and Peace Science* 18, no. 1 (2000): 54–57, https://doi.org/10.1177/073889420001800102.

What infrastructure contract law deposits. On the material side, the Resident functions as both ambassador and auditor, embedded within the polity to monitor performance and report deviation. Subsidy schedules institutionalize the financial relationship; customs posts and revenue assignments render resource flows visible and assessable from the colonial center. On the conceptual side, contractual logic deposits performance standards and enforceable benchmarks that make "misrule" a narratable legal category. The foundational infrastructural move is the commodification of protection itself: once sovereignty is priced, the entire subsequent architecture of debt, arrears, and territorial remedy becomes legally possible.

Personalization of treaties to individual rulers creates a distinctive temporal mechanism. Because agreements are voided on the ruler's death, each succession opens an occasion for renegotiation — but renegotiation occurs within the legal environment prior treaties have already created. The Resident remains stationed, performance standards still apply, accumulated debts still stand. Personalization renews the bilateral appearance of consent while preserving the accumulated infrastructure that constrains its substance.

Cases. Oudh (1764–1856) illustrates the full activation of contractual accumulation, moving from the initial subsidiary alliance through deepening financial dependency to territorial cession as collateral and finally the manufactured default that justified annexation as enforcement. Aden (1801–1914) demonstrates the inverse: identical contractual infrastructure — subsidy schedules, residency arrangements, performance expectations — persisted for half a century without being activated toward sovereignty erosion. The Aden case confirms the theory's contingency claim: contractual infrastructure creates coercive capacity, not inevitability. What determines whether that capacity is activated is imperial policy and context, not the legal logic itself.

Maritime Law: Manipulation of Legal Space

What maritime law manipulates. Where jurisdiction manipulates who is subject to law and contract manipulates the form through which sovereignty is exchanged, maritime law manipulates legal space itself: the classification of geographic features as governed by universal principles rather than local sovereignty. The core mechanism is the transplantation of *mare liberum*—the doctrine of freedom of the seas articulated by Grotius (1609) and elaborated by Vattel (1758)—from the open ocean to inland waterways.[57] Rivers that had been governed by local rulers as sovereign territory were reclassified as quasi-maritime spaces subject to universal principles of navigation and commerce. This reclassification was not a metaphor or a diplomatic convenience; it was a legal-doctrinal claim with material consequences, grounded in the natural law tradition that treated navigable waterways as common to all nations and obstruction of passage as a violation of the law of nations.[58]

Maritime accumulation differs from jurisdictional and contractual accumulation in form but not in logic. Whereas the latter depend primarily on successive bilateral treaty extensions, maritime accumulation proceeds through doctrinal elevation and infrastructural embedding. Once river freedom is articulated as a natural right and later codified multilaterally, accumulation no longer requires iterative bilateral consent. Authority shifts upward, from negotiated extension to hierarchical supersession. The mechanism remains accumulation within infrastructural durability; what changes is the locus of accumulation.

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[57] Hugo Grotius and Robert Feenstra, *Mare Liberum, 1609-2009* (Brill, 2009), https://catalog.lib.uchicago.edu/vufind/Record/8006291?sid=75579283; Vattel, *The Law of Nations, or, Principles of the Law of Nature*.

[58] Grotius and Feenstra, *Mare Liberum, 1609-2009*; Vattel, *The Law of Nations, or, Principles of the Law of Nature*, §§ 129–132.

How the maritime logic accumulates power. The reclassification described above was not accomplished in a single doctrinal move but through an accumulation process that converted negotiated access into presumed right. This sequence could run in either direction. In Sindh, doctrinal articulation preceded administrative consolidation: Company officials invoked Vattel's navigation principles first, then built the toll infrastructure and agent network that gave those principles material force. In the Niger Delta, the sequence ran the other way: river access was treated as a presumed right in bilateral agreements decades before Berlin ratified the logic in international law. In both cases, authority grew by embedding claimed rights in administrative arrangements that made those rights progressively harder to contest — converting circulation itself into the basis of imperial authority.

What infrastructure maritime law deposits. On the material side: toll-houses stationed at chokepoints, agents authorized to inspect and regulate traffic, and standardized duty schedules that impose uniform commercial terms across the river's length. On the conceptual side: the reclassification of the river as quasi-maritime space, which is the foundational infrastructural move—once it holds, everything that follows operates within its frame. The legal environment shifts from one in which river access is a bilateral negotiation between a local sovereign and a foreign party to one in which the river is governed by universal principles and obstruction is inherently unlawful. The elevation of river freedom to an international norm—institutionalized at the Berlin Conference of 1884–85, which declared the Niger and Congo rivers open to the commerce of all nations—extended this logic beyond any single bilateral relationship, creating a multilateral framework in which local sovereignty over major colonial waterways became

conditional on compliance with a norm that European powers had established among themselves.[59]

Cases. Sindh (1758–1843) illustrates the doctrinal articulation of the maritime logic with unusual clarity. British negotiators invoked Vattel to recast the Indus as quasi-maritime space governed by universal navigation principles, installing a toll-house at the river's mouth as the material expression of that claim. Annexation was framed as the enforcement of a circulation regime the Amirs had obstructed — not territorial conquest but the vindication of a legal order already in place. The Niger Delta (1750s–1890s) shows the same logic operating through practice before doctrine: from commercial brokerage arrangements through the routinization of river access to the Berlin Conference's declaration that river freedom superseded treaty sovereignty. Where Sindh provides explicit doctrinal articulation first, the Niger cases show the logic consolidating through practice before doctrine arrived to ratify it.

The three logics are analytically distinct but operationally entangled. Each manipulates a different dimension of sovereignty—scope, form, or space—and each accumulates authority and deposits infrastructure through different instruments. In practice, however, they rarely operated in isolation. Imperial actors combined and sequenced them, layering jurisdiction onto contract, contract onto maritime recasting, and vice versa. The infrastructure deposited by one logic frequently structured the conditions under which another could operate.

What unites these instruments, therefore, is not doctrinal similarity but structural affinity. Taken together, they exhibit recurring properties that allowed them to function as components of a broader imperial system rather than as discrete legal techniques.

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[59] United States Senate. Committee on Foreign Relations, *General Act of Conference of Berlin on the Congo.*, S. Misc. Doc. No. 68 (U.S. Government Printing Office, 1886), 11.

Common Properties of the Legal Logics of Conquest

The preceding sections have developed three legal logics as analytically distinct instruments, each manipulating a different dimension of sovereignty through different processes of accumulation and infrastructure. Jurisdiction manipulates legal scope, expanding authority over persons, disputes, and territory. Contract manipulates legal form, commodifying sovereignty and converting political relationships into enforceable financial obligations. Maritime law manipulates legal space, reclassifying geographic features as governed by universal principles rather than local sovereignty. Each logic has its own internal dynamics and its own relationship between material deposits and legal-conceptual reframings.

Yet these logics did not operate as isolated instruments. They were drawn from a shared imperial repertoire and deployed by the same cast of actors—consuls, governors, merchants, naval officers, Residents—operating under broadly similar constraints: limited budgets, metropolitan ambivalence toward formal conquest, and the imperative to secure commercial interests at the lowest possible cost. This concluding section identifies the structural properties that the three logics share, examines how they interacted in practice, and specifies what the theory as a whole explains.

Shared Properties

Four structural properties recur across all three logics. These are not incidental similarities but constitutive features. They are what allowed jurisdiction, contract, and maritime law to function as a coherent system of imperial expansion despite being deployed by different actors, in different settings, through different legal maneuvers.

Regulation. All three logics convert political relationships into regulated arrangements. What had been governed by custom, reciprocity, or sovereign discretion becomes governed by schedules, standards, procedures, and penalties. Jurisdiction law converts dispute resolution from

an exercise of chiefly authority into an arbitration procedure with named parties, documented grievances, and enforceable rulings. Contract law converts protection from a political alliance into a financial transaction with a price, a payment schedule, and consequences for default. Maritime law converts river access from a concession granted at the sovereign's discretion into a right administered through toll-houses, standardized duty schedules, and agents authorized to inspect and regulate traffic. In each case, the shift from discretionary to regulated governance is itself an infrastructural transformation: once a relationship is governed by rules, those rules become the baseline against which all subsequent negotiation occurs, and departures from the rules require justification in terms the rules themselves define.

Standardization. All three logics impose uniform legal categories across diverse political contexts. Template treaties reproduced identical provisions from tariff schedules to arbitration clauses, and residency arrangements to extradition procedures. The provisions were deployed across polities with vastly different political structures, economic bases, and relationships to British power. The subsidiary alliance system applied the same basic contractual framework across the Indian subcontinent — from Oudh to Hyderabad to Mysore — regardless of the political structures of the polities it enrolled. The maritime logic applied the same principles of river freedom to the Indus and the Niger. Jurisdictional treaties imposed the same categories of personal and transboundary authority in Sierra Leone and at the Cape Frontier. This standardization made empire administratively portable. It also meant that the legal environment constraining local actors was shaped not only by the specific history of their own bilateral relationship with Britain but by a template of imperial governance that had been refined across dozens of encounters.

Administrative legibility. Each logic renders local political orders readable and manageable across the everchanging roster of British officials cycling through the regions. Indigenous governance, operating through kinship, custom, oral agreement, seasonal negotiation, and forms of authority that were often opaque to British officials, was translated into categories the British could assess, regulate, and intervene in. Jurisdiction law produced legibility through courts and arbitration procedures that converted disputes into documented cases. Contract law produced legibility through subsidy schedules and performance standards that made governance assessable against enforceable benchmarks. Maritime law produced legibility through toll-houses and duty schedules that made trade flows visible and quantifiable. In each case, the infrastructure deposited by the legal logic did not merely extend British authority; it created the informational conditions under which that authority could be exercised. The British could not regulate what they could not see, and each logic made a different dimension of local political life visible.

Durability. Legal arrangements—both material and conceptual—are harder to roll back than military positions. This is the property that distinguishes legal expansion from episodic coercion and that gives sovereignty erosion its stickiness. A garrison can be withdrawn; a court established by treaty endures until a subsequent agreement explicitly dissolves it. A military threat recedes when the troops leave; a debt obligation compounds until it is paid or forgiven. A battlefield victory shifts the balance of power in the moment; a legal reframing—the reclassification of a river as quasi-maritime space, the attachment of jurisdiction to persons rather than territory, the commodification of sovereignty as a billable service—restructures the terms of all subsequent encounters. This durability operated across all three logics. Jurisdictional infrastructure persisted through succession crises and political upheavals that would have disrupted military arrangements. Contractual obligations survived changes of ruler because they

were embedded in institutional arrangements that outlasted any individual sovereign. Maritime infrastructure persisted because it was anchored in doctrinal claims that did not depend on bilateral consent for their continuing validity.

In each case, the legal arrangement was harder to undo than it had been to establish, and the asymmetry between ease of creation and difficulty of reversal compounded across successive rounds. Over time, this durability transformed incremental adjustments into structural change. What appeared as discrete treaty provisions accumulated into a reorganization of political authority that neither side could easily reverse without renegotiating the entire legal framework that now governed their relationship. It is this cumulative and durable character of legal expansion that gives the theory its explanatory force.

What the Theory Explains

The theory developed in this chapter, built around the twin concepts of accumulation and infrastructure and the three legal logics, is designed to explain three features of nineteenth-century imperial expansion that the existing literature has identified but not adequately theorized.

First, why expansion so often moved through legal form rather than overt conquest. The conquest literature has documented that European states frequently acquired authority through treaties, alliances, and administrative arrangements rather than through military campaigns, but it has lacked a vocabulary for explaining how these instruments functioned as a mechanism of expansion in their own right. The theory provides that vocabulary. Legal instruments were not inferior substitutes for force, deployed only when armies were unavailable. They were a distinct technology of expansion that was cheaper to deploy, more defensible before Parliament, and

more durable than military occupation.[60] It operated through accumulation and infrastructure that force alone could not replicate. Further, a single consul could set them in motion, template agreements could reproduce them across diverse settings, and unlike military occupation, which required continuous expenditure, legal arrangements compounded.

Second, why annexation, where it came, could be framed as enforcement rather than conquest. In case after case, the terminal act of territorial acquisition was presented not as the imposition of a new order but as the enforcement of one already in place. Oudh was annexed as a remedy for misrule that violated the terms of existing treaties. Sindh was annexed as the vindication of a circulation regime the amirs had obstructed. The Cape Frontier was annexed as the culmination of policing obligations the Xhosa had supposedly failed to meet. The theory explains this framing not as cynical post hoc justification (though it was sometimes that) but as a structural consequence of the process itself. Decades of accumulation within infrastructural constraints had, by the time of annexation, so thoroughly reorganized the legal environment that territorial sovereignty appeared as the logical next step within an existing framework rather than as a rupture. The infrastructure made annexation legible—administratively, legally, and politically—in a way that raw conquest could not have been.

Third, why local actors who initially negotiated from positions of strength found their agency progressively constrained. The cumulative asymmetry of the mechanism explains this outcome not as a failure of local capacity, or even ramping up of coercive violence, but as the structural consequence of negotiating within a legal environment that was progressively reshaped by prior rounds of accumulation. Early actors shaped terms decisively; later actors operated

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[60] London notoriously pushed back on overt occupation or annexation, as seen in Lord Bathurst, "Lord Bathurst to Governor Charles Turner: Refusal of Annexations," personal communication, April 22, 1826, C.O. 268/20, FF. 334-6.

within an increasingly constrained field. The infrastructure deposited by earlier agreements defined the baseline for subsequent negotiations, and because infrastructure is durable and hard to reverse, the constraints were cumulative. The theory thus takes local agency seriously—documenting the skill, resourcefulness, and sometimes the success with which local actors contested British claims—while explaining how that agency was structurally conditioned by a legal environment that shifted, agreement by agreement, in the empire's favor.

Together, these three explanatory contributions provide an account of how law functioned in the field as a technology of expansion—not merely as a structural feature of international order, not merely as retrospective justification, but as a set of instruments that accumulated authority, deposited durable infrastructure, and reorganized the conditions under which sovereignty could be displaced. The empirical chapters that trace this dynamics in the archival record of six cases spanning more than a century of British imperial expansion, tracing how jurisdiction, contract, and maritime law operated—separately and in combination—to produce the legal architecture of conquest.

Chapter 3 - Subject to Empire: The Logic of Jurisdictional Scope and Imperial Accumulation

The use of jurisdiction as a mechanism of British imperial expansion is less immediately visible than conquest or annexation, yet it was among the most consequential legal tools through which empire advanced. While the language of empire often emphasized moral obligation or civilizational duty, the primary concern was the protection of commerce. British officials sought to secure trade routes, property, and commercial intermediaries without incurring the costs of territorial conquest. This chapter focuses on jurisdictional logics, as defined in the theoretical framework in Chapter Two, and examines how the strategic manipulation of legal authority enabled the incremental expansion of imperial power.

Unlike contracts, which operate through the manipulation of legal form, and maritime law which is transplanted to manipulate legal spaces, jurisdictional logics operate through the manipulation of legal scope. Jurisdiction defines who is subject to law, where law applies, and how legal authority is exercised. In the imperial context, this meant that sovereignty could be eroded not through overt transfer, but through the reorganization of legal authority over persons, property, and dispute resolution. Nineteenth-century imperial powers frequently manipulated this scope by asserting extraterritorial jurisdiction over their nationals abroad, a practice that Turan Kayaoğlu described as a "quintessential" form of legal imperialism.[1]

Jurisdictional provisions embedded in treaties did not merely allocate competence between polities; they created durable pathways through which British authority could

[1] Turan Kayaoğlu, *Legal Imperialism: Sovereignty and Extraterritoriality in Japan, the Ottoman Empire, and China* (Cambridge University Press, 2010), 6, http://ebookcentral.proquest.com/lib/uchicago/detail.action?docID=803117.

accumulate over time. Expansion occurred not through a single legal act, but through the gradual redefinition of the boundaries of lawful governance. Jurisdiction was particularly well suited to imperial expansion because it allowed authority to grow without the formal assumption of territorial sovereignty. British administrators repeatedly expressed reluctance to annex territory, citing the financial and administrative burdens of direct rule. Jurisdiction offered an alternative: a means to protect commerce and intervene selectively without assuming full responsibility for governance. Through courts, consuls, commissions, and treaty clauses, British officials assembled a legal architecture that could regulate trade, adjudicate disputes, and justify coercion while maintaining the appearance of limited involvement.

Treaties were the primary vehicle for this jurisdictional expansion. Early agreements often reflected existing commercial practices and were not necessarily unwelcome to local rulers. However, by embedding Western legal concepts into treaty language, these instruments gradually skewed authority toward the British. Jurisdictional clauses concerning courts, extradition, subjecthood, and enforcement introduced British legal authority into local political orders, even when sovereignty was formally preserved. Over time, these arrangements created a legal infrastructure that rendered more direct forms of control both legible and justifiable.

This chapter examines how jurisdiction functioned as such an infrastructure of imperial expansion. It treats jurisdiction not as a static attribute of sovereignty, but as a modular and cumulative technology of rule. The chapter distinguishes three interlocking forms of jurisdiction—territorial, personal, and transboundary—which recur throughout nineteenth-century treaty practice. These categories do not represent discrete historical stages but interacting logics through which authority was extended and coordinated across space, subjects, and borders.

The analysis proceeds through two case studies that illustrate different temporal dynamics of jurisdictional accumulation. Sierra Leone demonstrates the slow layering of jurisdiction over the course of a century, beginning with commercial protection and evolving into judicial authority and territorial sovereignty. The Cape Frontier in South Africa compresses this same process into a single decade, as transboundary policing and extradition agreements rapidly transformed legal cooperation into annexation. Together, these cases show that jurisdiction did not restrain imperial expansion. Instead, it provided the legal architecture through which conquest could proceed incrementally, often without the overt declaration of empire.

Sierra Leone: Building Jurisdiction from Property to Protection (ca. 1787-1896)

The colonization of Sierra Leone reveals how jurisdiction functioned as an infrastructure of conquest: a slow accretion of property rights, subject protections, and arbitration powers that ultimately produced territorial sovereignty. The colony itself grew out of legal politics, from subjecthood for Black Loyalists from North America, to liberated Africans from ships caught in the British anti-slavery naval operations. The region faced a variety of jurisdictional challenges navigating both the legal relations between British subjects and local populations as well as the massive legal reformulations across the entire West African coast after abolition. In Sierra Leone, jurisdiction played a central role in all of its politics, offering an early sort of laboratory for West African legal infrastructure.

Freetown, at the mouth of the Sierra Leone estuary, became the heart of the West African abolition operations. Not only was it chosen as the official port to deposit "recaptive"[2] Africans from intercepted slave ships, it was also the home to the earliest West African courts to manage

[2] A term used for those liberated from slave trading ships, being "recaptured" into Freedom.

the abolition process—first named the Vice-Admiralty Court, then the Mixed Commission Courts. The centrality of Sierra Leone to the entire British West African imperial operation unsurprisingly led to the founding of the first Crown Colony on the coast in 1808. However, despite robust infrastructure within Freetown, relations between the British and Temne (colonial name: Timmanees) illustrate a complex evolution in jurisdictional infrastructure.

What follows traces five treaty phases in which British jurisdiction expanded from the protection of person and property to *de facto* governance of the territories from French Guinea in the north to Liberia in the south. The table below charts the major forms of authority accumulation and legal transformation across this case.

Table 2 - Authority Accumulation and Infrastructure of Sierra Leone.

Date(s)	Phase	Authority Accumulation	Legal Conceptual Infrastructure
1787-1820s	**Property without Jurisdiction: Settlement and 'Hospitality'**	Territorial acquisitions through land cessions; control over liberated Africans via Vice-Admiralty Court; revenue from river navigation and trade	Transplants Western property concepts of perpetual ownership into local use-rights frameworks; treats enslaved persons as legal cargo subject to British adjudication
1820s-early 1830s	**Personal Jurisdiction: Protection and Extraterritoriality**	Protections for British subjects beyond colonial boundaries; oversight of punishments administered to British subjects in local territories; freedom of movement and trade for subjects	Attaches jurisdiction to persons rather than territory; British subjects carry legal protections wherever they operate, even in mixed disputes with non-subjects
1836-1850s	**Hybrid Administration: Consular and Anti-Slave-Trade Jurisdiction**	Governor's sanction required for wars between local rulers; British agents stationed in signatory territories; Courts of Equity established; licensing authority over factories and trade	Converts cooperative mediation into hierarchical supervision; Governor functions as regional arbiter while Naval officers enforce abolition; mediation reframed as supervision as the Governor's role shifts from optional resource to required authority, making British oversight a normalized precondition for legitimate regional governance.
1860s-1870s	**Arbitration to Adjudication: Frontier and Missionary Expansion**	All disputes between polities referred to Governor with binding authority; British law extended to ceded territories; succession disputes adjudicated by Freetown's Executive Council	Governor's decisions shift from advisory to "final and binding"; British jurisdiction operates as court of appeal over African polities; local sovereignty preserved in form but constrained in function
1870s-1896	**From Property to Territory: Universal Jurisdiction and the Protectorate**	Control over customs, rivers, and riverbanks; half-mile territorial zones inland; negotiating authority with France over boundaries; formal Protectorate declared (1896)	River control and customs rights on top of dispute settlement authority provide functional sovereignty; territorial legibility achieved through boundary delimitation; accumulated jurisdictional rights convert into territorial sovereignty without comprehensive land cession

Property without Jurisdiction: Settlement and 'Hospitality' (1787-1820s)

The Colony and surrounding Protectorate of Sierra Leone have a distinct historical origin, and the treaties in this first phase reflect a legal purpose oriented around philanthropic settlement and early trade facilitation. Founded in 1787 for Black Loyalists from North America and later resettled by freedmen from Nova Scotia and Jamaica, the colony was managed by the Sierra Leone Company until the founding of the first Crown Colony in 1808. [3] For these first decades, the new settlement, and British jurisdictional scope, did not extend beyond the land of Freetown.

Captain Thomas Boulden Thompson signed an agreement with King Tom to acquire land for the settlement. The site, originally named Granville Town after its sponsor, would later become Freetown.[4] However, King Tom, though Chief of the land ceded, answered to King Naimbama who, displeased his subordinate king undermined his authority, required a second agreement signed in 1788.[5] In this agreement legalistic language changes indicate early attempts to build a legal infrastructure for colonial trade.[6] King Naimbama was referred to as "Paramount Chief," a discursive shift to place the signatory in a position below the King of England on whose authority Captain Thompson was signing.[7] Most importantly, the agreement ceded land for Granville Town "for ever" despite such permanent transfer being impossible by Temne law.[8]

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[3] J. B. Webster and A. Adu Boahen, *History of West Africa: The Revolutionary Years--1815 to Independence* (Praeger, 1970), 131, https://catalog.lib.uchicago.edu/vufind/Record/1944549?sid=75480081; Tcho Mbaimba Caulker, *The African-British Long Eighteenth Century: An Analysis of African-British Treaties, Colonial Economics, and Anthropological Discourse* (Lexington Books, 2009), xx.

[4] Caulker, *The African-British Long Eighteenth Century*, 40; Webster and Boahen, *History of West Africa*, 131–33.

[5] The power structures of West Africa were complex for the British and this instance is illustrative of an ongoing redundancy of agreements at different levels due to an overall lack of interest in learning these power networks by the British.

[6] Bangura, *The Temne of Sierra Leone : African Agency in the Making of a British Colony*, 6.

[7] Joe A. D. Alie, *A new history of Sierra Leone* (Macmillan, 2005), 138.

[8] Caulker, *The African-British Long Eighteenth Century*, 43; Padraic X. Scanlan, *Freedom's Debtors: British Antislavery in Sierra Leone in the Age of Revolution*, The Lewis Walpole Series in Eighteenth-Century Culture and History (Yale University Press : Yale University Press, 2017), 36, https://catalog.lib.uchicago.edu/vufind/Record/12493662?sid=74751851.

This language is the initial reformulation of property rights that would come to mark the colonial process.

This initial wave of freed loyalists from England ultimately struggled to establish a stable settler colony. From illness in transit, to nonarable land upon landing, and conflict with the local Temne population, the numbers of the first wave of settlers dwindled quickly. The entire settlement was nearly destroyed by King Tom's successor, King Jimmy. But in 1792 a flood of Nova Scotian Black Loyalists resurrected the British abolitionist project to develop a prosperous settler colony for freed blacks. A third wave of settlers rounded out the initial colonization of Sierra Leone made up of maroons and freemen from Jamaica. By this time Freetown and the settler operation was managed by the Sierra Leone Company, a chartered private trading company common in these early extensions of British commercial power. [9] British jurisdictional scope did not extend beyond subjects in Freetown.

1807 became a major turning point not only for Britain's presence in Sierra Leone, but across all of West Africa, due to the abolition of the slave trade by Parliament.[10] The British launched massive operations to stop the slave trade off the coast of West Africa. Upon capturing the trading ships bearing enslaved Africans, the British would escort them to Freetown where the Vice-Admiralty Court adjudicated the enforcement of abolition.[11] Led by Chief Judge Robert Thorpe, the Court operated with a remarkable amount of latitude as the government left it to

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[9] Christopher Fyfe, "Reform in West Africa: The Abolition of the Slave Trade," in *History of West Africa*, vol. 2, ed. J. F. A. Ajayi and Michael Crowder (Columbia University Press, 1973), 36–43; Van Hulle, *Britain and International Law in West Africa*, 47–48.

[10] Abolition of the Slave Trade, 47 Geo. III Sess. 1 c. 36 Great Britain (1807).

[11] Michael Crowder, *West Africa under Colonial Rule* (Hutchinson, 1968), 29, https://catalog.lib.uchicago.edu/vufind/Record/1944552?sid=74751757; Fyfe, "Reform in West Africa: The Abolition of the Slave Trade," 43.

Thorpe to "find his own way" and hash out jurisdictional limits.[12] Thorpe determined to treat ships, of any nationality, carrying enslaved people as pirates. The core of the legal debates in this Court and its successor Courts of Mixed Commission (bilateral courts with other European countries that signed anti-slave-trade agreements) were not about human-rights, rather they debated the legality of the ship seizure.[13] Unfortunately, under this legal framework, the captured individuals on board were legally categorized as cargo, despite ultimately being freed.[14] This "freedom" looked different for each of the "recaptives;" many were liberated into Freetown, others went to villages outside the formal colony's boundary, and still others were "apprenticed" to local professionals as "quasi-slaves."[15]

With impressive population growth from the court's adjudication of slave ships (from 2,000 subjects in 1807 to 11,000 by 1825) the legal emphasis in Freetown outside the Vice-Admiralty courts was the acquirement of land to engage in commercial enterprises and accommodate this surge of people.[16] The Governor (who changed frequently) signed agreements for land cession across the first 20 years of post-abolition Sierra Leone. In one 1819 agreement with Temne King Ka Koko, "wishing to strengthen and renew the former Treaties made by his predecessors with the King and Chieftains," Governor MacCarthy acquired land on the banks of the Bunch River. The leaders "ceded, transferred, and given to his said Excellency Governor McCarthy… the full, entire, free, and unlimited possession and sovereignty of the territory" of

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[12] William Scott, "Letter from William Scott, Judge of the High Court of Admiralty, to John Croker, First Sec'y of the Admiralty," personal communication, August 5, 1812, C.O. 267/35.

[13]Emily Haslam, "International Criminal Law and Legal Memories of Abolition: Intervention, Mixed Commission Courts and 'Emancipation'.," *Journal of the History of International Law* 18, no. 4 (2016): 420–25, 118303202, https://doi.org/10.1163/15718050-12340074.

[14] Scanlan, *Freedom's Debtors*, 70–71.

[15] Tara Helfman, "The Court of Vice Admiralty at Sierra Leone and the Abolition of the West African Slave Trade," *The Yale Law Journal* 115, no. 5 (2006): 1143, https://doi.org/10.2307/20455647.

[16] Webster and Boahen, *History of West Africa*, 134.

the Temne leaders. In addition to the land, the rulers ceded "all right and title to the navigation of the same river, water, or rivulet situated on the left side as aforesaid," thus assuring British freedom of commerce between factories set up on this newly acquired land and the main trading post at Freetown.[17] Jurisdiction was bounded by the land borders featured in the treaties.

Although these treaties purported to cede "possession and sovereignty," they did not automatically enlarge the Colony in a legal sense. In London's eyes, new land meant new costs, and the government was determined to avoid the financial liabilities of a larger West African possession.[18] The Colonial Office, especially under Lord Bathurst, thus repeatedly refused to ratify these annexation agreements, warning governors that no territorial acquisition was valid without the King's sanction. He wrote to one governor after an 1825 cession, "I cannot too strongly impress on you the necessity of avoiding entering into any treaty with a view to the acquisition of Territory of Rights of Sovereignty."[19] As a result, these cession treaties produced a peculiar arrangement: on the ground they enabled the governor to behave as if authority extended upriver, but in metropolitan law they remained unrecognized. Yet even unratified, these instruments performed infrastructural work: by initiating exchange in the language of English law — cession, sovereignty, territorial right — they drew African rulers into a legal framework whose terms and categories would structure subsequent claims. Accumulation, though seemingly minute, was not territorial but conceptual, laying the ground on which later forms of personal and adjudicative jurisdiction could be built.

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[17] Convention with the Timmanees, 25 May 1819 in Hertslet and Great Britain, *Hertslet's Commercial Treaties.*, vol. 14, pg. 934–936.

[18] Scanlan, *Freedom's Debtors*, 104; Crowder, *West Africa under Colonial Rule*, 17,29.

[19] Lord Bathurst, "Lord Bathurst to Governor Charles Turner: Refusal of Annexations."

In this phase, British jurisdiction did not penetrate into the societies of local Temne populations beyond miscommunicated interpretations of land rights. The cession of land "for ever" or by lease, and the litigation of slaving ships with the view of humans as property to be liberated, show a sort of proto-jurisdictional infrastructure that established property rights under the rule of British law in the region. Via the Vice-Admiralty Court and treaties with local rulers, law begins at possession. However, as the population rose in 1820s, a new jurisdictional challenge came when traders viewed as British subjects travelled farther afield, up the various rivers feeding the Sierra Leone Estuary.

Personal Jurisdiction: Protection and Extraterritoriality (1820s-early 1830s)

The 1820s marked a shift from jurisdiction anchored in fixed property to one defined by the movement of people such as British traders, missionaries, and recaptured Africans whose activities extended the reach of colonial law beyond Freetown's boundaries. Early in the decade treaties such as the 1821 Ba Samma – McCormack agreement continued in the model of land cession treaties. King Ba Samma and his subordinate chiefs "grant, surrender, make over, and resign… all our right, title, and interest in the said point of the isle or island of Iombo;" in exchange for a yearly stipend.[20] By 1827, however, the language shifted to seek protections for British subjects:

> All British subjects may form factories or other establishments in any place not actually occupied, or, if occupied, paying for the same; their property of every description and themselves shall be free from every exaction, palaver, or obstruction, and all communications opened to and from Bulola and other countries.[21]

[20] Engagement of King of North Bulloms, 5 June 1821 in Hertslet and Great Britain, *Hertslet's Commercial Treaties.*, vol. 14, pg. 940–941.

[21] Treaty with Bulola, 23 June 1827 in Hertslet and Great Britain, *Hertslet's Commercial Treaties.*, vol. 12, pg. 12.

The treaties oriented toward securing the property and right to trade for British subjects, a category that included original settlers, their descendants, Africans born in the colony, and those freed from ships in Freetown.[22] This language further established that these people had the "right to establish villages, forts, to cultivate farms, and every other establishments" wherever they wished if endorsed by a "competent British authority."[23]

This shift accommodated the formal policy coming from London that restricted territorial acquisitions and refused annexations. However, manumitted British subjects expanded outward from Freetown and its surrounding limited territorial concessions of the previous decades. Despite leaving British territory, these people were still considered part of the British philanthropic, civilizing mission and fell under what came to be known as "the Village System."[24] Ultimately, the Crown wished to keep them under British control—and by default keep their commercial businesses under their control. Treaties offered a unique mechanism to do this while still operating in line with broader civilizing and commercial agendas.

The Empire prioritized, as seen in the 1827 Campbell treaties, the ability to conduct trade. The treaties created an infrastructure of trade stability by attaching equal rights of trading to all people, whether British subjects or indigenous locals. In the treaty between Governor Neil Campbell and Agai, the King of Bulola, it was agreed that "ART. I. No native or other person within the territory of Bulola is to be deprived of any ground which is in cultivation and actually

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[22] C. W. (Colin Walter) Newbury, *British Policy towards West Africa; Select Documents*, with Internet Archive (Oxford, Clarendon Press, 1965), 539, http://archive.org/details/britishpolicytow0000unse.

[23] Treaty with Bulola, 23 June 1827

[24] Padraic X. Scanlan, "The Colonial Rebirth of British Anti-Slavery: The Liberated African Villages of Sierra Leone, 1815–1824," *The American Historical Review* 121, no. 4 (2016): 89–95, https://doi.org/10.1093/ahr/121.4.1085.

occupied." [25] British trade itself was further secured by provisions that opened subjects' access to markets and secured their property. The Campbell treaty with King Agai stated,

> III. All British subjects may form factories or other establishments in any place not actually occupied, or, if occupied, paying for the same; their property of every description and themselves shall be free from every exaction, palaver, or obstruction, and all communications opened to and from Bulola and other countries. [26]

Although framed in the language of property, this provision operated through personal rather than territorial jurisdiction. It was the subject's legal status, not their location, that determined the scope of Bulola's authority to tax, obstruct, or interfere. A British subject anywhere in Bulola was beyond its reach.

Personal jurisdiction became a fundamentally important legal logic for the colonial administration in Freetown. From the perspective of the British, it was pertinent to protect their subjects from the barbaric customs of the undercivilized African polities.[27] An 1831 treaty with several Temne chiefs elicited guarantees that should British subjects fall afoul of Temne law in the chiefs' territories, those subjects "may be treated and dealt with according to the laws of the said country; provided always the punishment shall never extend to death, deprivation of limb, or loss of liberty, without the consent of the Governor of the said colony for the time being."[28] Here, the Crown is beginning to impinge on the domestic sovereignty of African rulers by attempting to shield its subjects from what they consider to be barbaric punishments. This clause did not create an appellate system, but it introduced the fiction of British supervisory authority to

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[25] Treaty with Bulola, 23 June 1827

[26] Treaty with Bulola, 23 June 1827

[27] Van Hulle, "British Protection, Extraterritoriality and Protectorates in West Africa, 1807–80," 198–201.

[28] Treaty with the Timmanee, 23 September 1831 in Hertslet and Great Britain, *Hertslet's Commercial Treaties.*, vol. 12, pg. 14–21.

override African legal autonomy. The Governor's "consent" served as a moral and political claim to ultimate authority rather than a legal right exercised in practice. It framed British protection as superior judgment, implying that only the Crown could authorize legitimate punishment of its subjects. Yet this remained a fiction of law more than a functioning system. The claim of oversight itself operated as a jurisdictional tool making later enforcement appear the natural extension of what was already assumed.

In this period, the Crown, unable to extend its reach via land acquisition, attached power and oversight to its subjects, which at this point were a wide-ranging group of people. These treaties functioned less as diplomacy and more as infrastructural blueprints, extending a portable regime of law and trade discipline wherever British subjects operated. Law became something transported upriver with goods and people. This logic of portable protection would later underpin British extraterritorial privileges elsewhere, from the Gold Coast and Niger Delta to the Indian Ocean world, suggesting Sierra Leone was an early testing ground for a wider imperial form.

In practice, defending the rights of British subjects meant adjudicating the conflicts those rights produced, pushing the colonial administration from mere protection toward direct arbitration (the next step in the expansion of jurisdiction). In the decades that followed, the claim to arbitrate disputes between subjects and chiefs would become institutionalized through commissions and mixed courts, marking the emergence of hybrid or consular jurisdiction.

Hybrid Administration: Consular and Anti-Slave-Trade Jurisdiction (1836-1850s)

The legal fiction established in the previous phase did not dissolve when its institutional backing remained thin. Rather, it persisted as conceptual infrastructure, structuring the terms on which the more tangible administrative arrangements of the 1836 treaties were built. Beyond limited jurisdictional oversight of punishments for British subjects, the 1831 Temne agreement

sketched out a framework for peace, trade, and mutual assistance. It called for peace between the various signatory Kings and Chiefs and offered the Governor as a mediator of any disputes with exterior polities before entering any "foreign wars." There was also mutual defense support and a provision to return any "recaptives" who fled the colony after violating a law (an early extradition clause) in addition to usual provisions protecting colony subject property.[29] An 1836 agreement took this framework and converted it into a more expansive and centralized regime.

This April 16, 1836 agreement between Governor Henry Dundas Campbell and an extended list of Kings and Chiefs from the 1831 treaty, annulled the previous agreement and set in place more explicit jurisdictional controls. The original mediation provision operated consultatively, offering an opportunity for British mediation. Meanwhile, the Campbell treaty declared, "No wars shall be entered into between the said Kings, Chiefs, and Headmen, or their successors, or with any other Kings, Chiefs, Headmen, or State, without first making the Lieutenant-Governor of Sierra Leone acquainted with the matter in dispute, and obtaining his sanction thereto." [30] No longer consultative, the new agreement made the Governor's sanction a requirement for any foreign wars. The shift from offered mediation to required authorization is precisely the conversion of discretion into obligation that accumulation operates through: what had been a prerogative the Governor could exercise became an entitlement he could enforce against any future government that tried to bypass it. The British had acquired not just veto power over regional instability but a legally embedded claim to it — one that subsequent administrators would inherit as baseline rather than negotiate from scratch.

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[29] Treaty with the Timmanee, 23 September 1831

[30] Convention with the Timmanee Nation, 16 April 1836 in Hertslet and Great Britain, *Hertslet's Commercial Treaties.*, vol. 12, pg. 21–28.

Personal jurisdiction was also expanded in the agreement. While both agreements required the surrender of liberated Africans who were enticed, kidnapped, or held for debt, as well as the return of "domestics," and offenders or debtors who fled the colony, the 1836 agreement extended who counted in these provisions. "[E]very liberated African or other person belonging to the said colony who may be brought into their respective territories either by having been enticed away, kidnapped, purchased, or held for any debt or pretended claim," extends the provision to include anyone previously resident to the colony.[31] In contrast to earlier spatial extensions of jurisdiction, this treaty redefined its reach through people rather than territory, broadening the circle of those who could claim the colony's legal protection.

Even local peoples outside both the colony and the signatory territories receive protection in both agreements, as the treaties ensured "all Foulahs, Sangarra, Koranko, Mahomedan, and other strangers shall be considered under the special protection of the several Contracting Parties, and that they shall have free and secure passage through their several countries, from and towards the said colony." The extension of these protections first in the 1831 signatories' territories, and then to the broader set of signatory territory in the 1836 agreement, establishes a wider legal backing for open trade flows. These clauses reinforced that mobility itself was a legal category wherein the right to travel and trade extended the paths through which not only the British could achieve commercial growth but where they could also extend jurisdiction.

Finally, the Campbell agreement converts what, in the 1831 agreement, was a rent and customs arrangement into a much more tangible fiscal and licensing infrastructure to secure the property of British subjects as well as the flow of trade. The framework agreement ensured

[31] Convention with the Timmanee Nation, 16 April 1836

traders from the colony could establish factories in signatory territory for no rent; in exchange the Governor paid the signatories an annual sum. However, the improved treaty of 1836 made the Governor of the colony an exclusive licensor of the factories, forbidding the Kings and Chiefs from allowing anyone from building a factory without a certificate from the Governor. Further, the polities agreed to allow the Governor to collect rents from these factories while paying annual sums to the rulers. These enhanced provisions essentially allows the Governor to act as a gatekeeper for commerce extending out from the colony and establishes a financial infrastructure that first and foremost funneled money into the colony.

Ultimately however, this treaty established a regional order and legal architecture but lacked agents to fully enforce it. The Governor could not, on his own, manage the colony, collect rents internally and externally, and manage disputes between neighbors. The agreements of the 1840s started to fine tune the legal infrastructure and further penetrate the sovereignty of the colony's neighbors, developing a schema of power that entangled British jurisdiction with local rule. Because of the mobility of British jurisdiction, what these treaties established was a sort of hybrid rule that has more on-the-ground impact than indirect rule typically infers.

The next decade brought administrative turbulence as governors died and commissions shifted between Sierra Leone and the Gambia — but the legal frameworks held. Each new administrator reproduced the same hybrid formula that incorporated more hands-on administration within a larger anti-slave-trade agenda. All of the treaties in Sierra Leone from 1840 to 1848 were peace and abolition enforcement treaties.[32] They predominantly opened with an article stating, "There shall be peace and friendship between the subjects of the Queen of

[32] These treaties include those with the Temne (Timmanee), Cape Mount, Mellicourie, Samo, Malaghea, Fouricaria, Bareira, Kaloom, Loko Marsamma, Kittam, Sherbro, and Sugury, and can be found in Hertslet and Great Britain, *Hertslet's Commercial Treaties.*, vol. VII, VIII, XII.

England and the people, subjects to [signatory],” and within the first five articles would subsequently declare, “The Chiefs aforesaid promise and engage to abolish the Slave Trade.”[33] Many of these treaties, in fact, were typed templates that necessitated only the addition of a signatory’s name throughout the document and their signature or mark. In this sense the treaties extended a consistent and formal legal regime across the region (and beyond it, to the Niger Delta and other West African coasts). The template form was itself an infrastructural technology: by reproducing identical provisions across polities with vastly different political structures, it imposed uniform legal categories and made the accumulated jurisdictional baseline administratively portable, legible to any new official who arrived without knowledge of local history.

Importantly, these anti-slave-trade agreements included new jurisdictional provisions that continued to extend British legal authority allowing conquest without acquiring territory. As in previous treaties, these agreements protected British subjects, requiring “free and unrestricted intercourse for trade and commerce” as well as “peaceable possession of the lands and houses or factories which they have purchased or hired in the country or territory of the said Chief.”[34] Further, the agreements prohibited wars between local chiefs and participation in these wars by British subjects.

Overall, the front half of these treaties were oriented toward free trade, similar to many predecessor agreements. However, in the latter half of these treaties, two articles mark a turning point in British engagement in Sierra Leone. First, that “All disputes which may arise between

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[33] Example of such opening can be found in the Treaty with Samo and Moriacryah, 20 May 1845 in Hertslet and Great Britain, *Hertslet’s Commercial Treaties.*, vol. VII, pg. 54–60.

[34] Treaty with Malaghea, 23 May 1845 in Hertslet and Great Britain, *Hertslet’s Commercial Treaties.*, vol. VII, pg. 60–64.

any of the inhabitants of the colony of Sierra Leone and the subjects or people of the King aforesaid shall be referred to the Governor of Sierra Leone for the time being."[35] Combined with another article which declared "No country law, custom, fashion, or purrah is to be put in force against any subject of the Queen of England," the agreement ensures that British subjects, even in disputes with non-subjects, were to be held to British law. This goes beyond previous restrictions on a polity's latitude in doling out punishments to British subjects, now saying the entire case should be transferred to the colony administration.

The second article provisioned that "The Queen of England may appoint an agent to visit the country subject to the said Chief, or to reside there, in order to watch over the interests of English people; and such agent shall always receive honour and protection from the said Chief, and his person and property shall be protected." Here, the Crown was placing an administrator directly in the territory of their agreement signatories.

The Slave Trade Act 1839 extended British legal reach into spaces where no formal territorial sovereignty existed, authorizing forceful action inland without requiring prior annexation. When Governor Doherty dispatched Captain Joseph Denman to Gallinas, the operation's legitimacy derived not from territorial control but from statutory authorization — jurisdiction preceding and enabling force rather than following from it. Denman freed several hundred enslaved persons, destroyed the barracoons holding captives for trade, and extracted an agreement from King Siacca permanently prohibiting the slave trade in his kingdom.[36] Prince

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[35] Treaty with Kaloom, 2 November 1847 in Hertslet and Great Britain, *Hertslet's Commercial Treaties.*, vol. 12, pg. 34–37.

[36] Jake Subryan Richards, "The Adjudication of Slave Ship Captures, Coercive Intervention, and Value Exchange in Comparative Atlantic Perspective, ca. 1839–1870," *Comparative Studies in Society and History* 62, no. 4 (2020): 850, https://doi.org/10.1017/S0010417520000304. Treaty with the Chiefs of Gallinas, 21 November 1840 in Hertslet and Great Britain, *Hertslet's Commercial Treaties.*, vol.8,pg. 977-978.

Manna's subsequent challenge — claiming the agreement was invalid because signed under duress — is revealing not as a successful contestation but as a failed one.[37] By invoking the logic of coercion to dispute the instrument's legality, Manna was acknowledging that English legal categories were the operative framework for contesting British authority in his territory.

When the Gallinas were found in violation of the 1840 agreement, Commodore Sir Charles Hotham was dispatched not to negotiate but to enforce. The resulting declarations extracted something more than compliance — King John Fortune formally proclaimed that the destruction of the barracoons was "right and proper" and that "they have erred and done that which is wrong."[38] By the February 1850 agreement, the Gallinas had ceded to Britain the right to forcibly suppress the slave trade, seize trading vessels, and subject the polity to punitive action.[39] Each instrument built on the last, the legal infrastructure thickening through successive rounds of violation, enforcement, and renewed agreement.

What the Gallinas expeditions reveal is the power of the Navy as an independent legal operator on behalf of the Crown. All these agreements were signed by Naval Officers unlike other anti-slave agreements signed by the Governor or a formal administrative representative. There was thus a hybrid governance across the region where Governors, administrators, Naval officers, and local rulers exerted jurisdiction over different geographic areas and legislation. At its basic level, Governors sat at the top of a hierarchy issuing treaties and arbitrating disputes, Naval officers enforced many of the agreements, and local rulers legitimized them. Jurisdiction

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[37] Richards, "The Adjudication of Slave Ship Captures, Coercive Intervention, and Value Exchange in Comparative Atlantic Perspective, ca. 1839–1870," 851.

[38] Declaration of the Chiefs of Gallinas, 6 November 1849 in Parry, *Consolidated Treaty Series, 1648-1919*, vol. 103 p. 309.

[39] Engagement with the Chiefs of Gallinas and Solyman, 2 February 1850 in Hertslet and Great Britain, *Hertslet's Commercial Treaties.*, vol. 8, pg. 980–982.

was a network of control through which power moved through courts, commissions, and agents, without being bound to territorial sovereignty. Yet by extending law without territory, this hybrid order loaded the conditions for territorial control — instruments of arbitration, licensing, and abolition creating forward pressure for further intervention.

Arbitration to Adjudication: Frontier and Missionary Expansion (1860s–1870s)

The decades that followed transformed jurisdiction from a diplomatic management of a scattered (and conflict prone) population into an apparatus of law. The networks that once depended on negotiation and consent, from governors, chiefs, naval officers, and traders, became channels through which colonial courts extended reach. Arbitration became institutionalized as the colony's missionaries, magistrates, and interpreters made the frontier legible to British law. No longer did the treaties offer opportunities for mediation; rather, they outlined procedures for governance. The conflicts themselves now fell under British jurisdiction.

Two sets of treaties inaugurated this turn from peace-making ally to regional governor. The first was a peace treaty and its ratification amendment between Ro Woolah and Kambia between whom "war has unhappily been carried on for a considerable time."[40] While previous agreements offered the Governor as a mediator in disputes or a final veto before polities entered war, these treaties made the Governor's oversight and authority much more formal. The main peace treaty opens with a clause that *all* disputes "shall be referred to the Governor of Sierra Leone, and his decision thereon shall be final and binding upon all parties concerned."[41] No longer adding in mediation or signing off on conflict, this agreement establishes a sort of court of

[40] Treaty of Peace between Great Britain and Ro Woolah and Fouricaria, Macbatee and Kambia, 10 June 1861 in Hertslet and Great Britain, *Hertslet's Commercial Treaties.*, vol. 11, pg. 34.

[41] Treaty of Peace between Great Britain and Ro Woolah and Fouricaria, Macbatee and Kambia, 10 June 1861

appeal for the African polities under an umbrella of British jurisdiction. The Governor was now a required arbiter of regional security, with his judgement "final and binding."

While most of the regional security pressures on the creation of treaties were between local polities such as Ro Woolah and Kambia, the next set of treaties were motivated by pressures from France. On Sherbro Island French merchants had established a strong trading presence and increasingly the government sought to form treaties with the leader of the island, Thomas Caulker. With increasing attention from two European powers, Caulker ultimately had to pick a side. Governor Stephen Hill, concerned with France's encroachment due to its implications for British trade in the region, eagerly sought annexation.[42] Despite a general Crown policy against annexation, Hill received approval to sign three treaties with Sherbro Island, Bendu, and Bagru, that would "cede, surrender, give over, and transfer from henceforth for ever unto Her Majesty the Queen of Great Britain and Ireland, her heirs and successors, the full, entire, free, and unlimited right, possession, dominion, sovereignty" over these territories.[43] This was a turning point for British presence in Sierra Leone as it formally annexed territory decades after the establishment of the core colony. The treaties very specifically outline the boundaries of these ceded territories while proclaiming that the lands shall "be subject to the laws now in force and hereafter to be in force in this colony," thus integrating jurisdiction with a new form of power exertion that will appear frequently not only in Sierra Leone but across the British Empire: boundary making.

The explicit mention of British jurisdiction in these 1861 Sherbro cession treaties appears again in very forceful terms in an 1862 treaty. Koya Temne plundered a colony trader and

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[42] Crowder, *West Africa under Colonial Rule*, 151.

[43] Treaties with Bagru, Bendu, and Sherbro, 9 November 1861 in Hertslet and Great Britain, *Hertslet's Commercial Treaties.*, vol. 12, pg. 85–90.

Governor Hill, an avid colonizer, sought redress for the slight in the form of money *(*£ 300) or a cession of Koya territory. Not having £ 300 the Chief agreed to leasing a strip of land in his territory.[44] However, the agreement ultimately did not lease the land, rather annexing the strip in an example of British treaty deception. An important element of the treaty that not only reinforces annexation over leasing, but also demonstrates an explicit extension of British jurisdiction was a clause that required all those who *"*may not wish to live under and render obedience to British law" to leave the territory.[45] The agreement never mentions annexation or incorporation into the colony, rather it relies on these explicit extensions of British law to function as annexation clauses. In Koya, the language of jurisdiction disguised annexation and generated the fiction of "leasing" in order to successfully acquire land and bring stability to a trading locus. The requirement that inhabitants either obey or depart transformed a commercial concern into an assertion of rule.

Thus far, British jurisdiction operated on two levels, one governed interpolity disputes and regional security, the other imposed British law onto residents of a given territory. A third means of jurisdictional control comes to the fore in an 1870 succession crisis within the Caulker family, a leading ruling family in the Sherbro territories. Years of internal conflicts over boundaries and succession had prompted British intervention in 1849, when the Treaty of Tasso established territories for two Caulker chiefs—Canraybah Caulker (Chief of Bompey) and Thomas Stephen Caulker (Chief of Plantain Islands)—with a supplementary clause dictating that

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[44] Christopher Fyfe, *A Short History of Sierra Leone*, with Internet Archive ([London] Longmans, 1962), 82–83, http://archive.org/details/shorthistoryofsi0000fyfe.

[45] Terms of Peace with Quiah, 1 February 1862 in Hertslet and Great Britain, *Hertslet's Commercial Treaties.*, vol. 12, pg. 91–92.

upon both their deaths, the sons of George Stephen Caulker would inherit all territories.[46] However, Canraybah died in 1857, and by 1870 all three designated heirs had died, leaving no clear succession plan. The 1849 treaty contained no provision for what would happen if the designated line failed or who would succeed in the interim between the first and second death. With ongoing family disputes and the succession plan in ruins, Thomas Stephen Caulker and Richard Canraybah Caulker (who had assumed control of Bompey after Canraybah's death) agreed to submit the matter to Freetown's Executive Council for resolution. The Council's decision annulled the 1849 supplementary clause and established entirely new succession lines for each branch of the family. Beyond resolving succession, the resulting treaty reinforced jurisdictional provisions imposed on the Sherbro chiefs, including extraterritorial rights and protections for British subjects, free and open trade, and the Governor's "final and binding" arbitration of inter-polity disputes.[47] The agreement provisioned for the extraterritorial rights and protections of British subjects, free and open trade, and the Governor's "final and binding" arbitration of interpolity disputes. With such robust penetrations of sovereignty based on previous treaties and jurisdictional oversight, claims of territory had little value.

In 1872, the Sierra Leone colony retroceded some of British Koya back to Koya's rulers. However, this retrocession came with several caveats. Provisions in the agreement declared the abolition of the slave trade and human sacrifice in the returned territory and ensured the extraterritorial rights of British subjects. It also required Governor oversight on interpolity disputes and roads and rivers should be kept open to trade. An additional provision calls for all

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[46] Agreement with Sherbro (or the Treaty of Tasso), 4 July 1849 in Hertslet and Great Britain, *Hertslet's Commercial Treaties.*, vol. 9, pg. 41–43.

[47] Treaty with the Plaintain Islands and Bompey (Sherbro), 17 June 1870 in Hertslet and Great Britain, *Hertslet's Commercial Treaties.*, vol. 14, pg. 977–982.

criminals, "whether British subjects or others," to be surrendered to the colony "in order that they may be tried and punished according to English law."[48] The agreement therefore imposes British jurisdiction on Koya's internal legal systems via British subjects extraterritorial rights and the surrender of all criminals, as well as its external rights in interpolity disputes. The land functionally remained under British jurisdiction, and this is particularly apparent in Article V, which provisions, "The territory now ceded shall be liable to be resumed by Her Majesty Queen Victoria and her successors whenever she or they shall think fit." The territory may have been "ceded" but British power remained.

The 1870s closed out with treaties that featured a set legal form. They required submission of disputes to the Governor, open roads, protections of British subjects, among other clauses that formed this core jurisdictional overreach emblematic of the 1860s and 70s treaties.

From Property to Territory: Universal Jurisdiction and the Protectorate (1870s–1896)

By the end the nineteenth century, the legal architecture established through arbitration for local polities and extraterritorial rights to British subjects would harden into a territorial regime. The Sierra Leone Colony extended its reach well into the hinterland in 1880s, establishing jurisdictional rights far upriver from the colony territory proper. Throughout the decade it continued to reinforce the set of arbitration, jurisdiction, and commercial provisions that became commonplace in the preceding decades. However, it also acted on new financial pressures that prompted new imperial policy under Governor A.E. Havelock. Sierra Leone entered the 1890s with functional jurisdiction across the region that is the contours of the

[48] Treaty with Quiah, 29 January 1872 in Hertslet and Great Britain, *Hertslet's Commercial Treaties.*, vol. 14, pg. 984–987.

country. A process that began with traders' property rights culminated in a protectorate with a jurisdictionally powerful British legal regime.

A key player in Sierra Leone's ascendancy to Protectorate was the centrality of the territory within the British empire's trade network. The Sierra Leone estuary was the only suitable re-coaling station for the steamships that replaced the wooden cargo ships of the preceding centuries. As a result, it became a central focus of the Empire and the nucleus of the West African British colonies. However, despite Sierra Leone's role as a hub in the empire, the colony itself and its inland trade struggled to keep financially afloat particularly as traders evaded customs dues by trading up river from the colony proper. In 1874, William Grant proposed a solution to these financial challenges: annex coastlines and territories along rivers to acquire customs rights. While annexation of territory was heartily supported by the Freetown population, the Crown was loath as always to acquire more territory. Governor Samuel Rowe was charged with signing new treaties to secure customs rights only.[49]

What ultimately transpired was a wave of treaties that ceded not only control of customs and the rivers feeding the estuary but also land, from islands on the rivers to swathes of riverbank territory typically extending "inland of half a mile from high-water mark."[50] The treaties acquired "right and title to the navigation, anchorage, waterage, bays, waters, rivers, creeks, and inlets, fishing and other revenues and maritime claims," in addition to the "right, possession, dominion and sovereignty" of the rivers and adjoining land.[51] The treaties explicitly described

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[49] Fyfe, *A Short History of Sierra Leone*, 103, 127.

[50] For example, see: Agreement with Gallinas, 30 March 1882 in Parry, *Consolidated Treaty Series, 1648-1919*, vol. 160 pp. 164–65.

[51] For example, see: Agreement with Massah and Krim Country, 5 June 1883 in Parry, *Consolidated Treaty Series, 1648-1919*, vol. 162 pp. 138–39.

the boundaries of these possessions contributing to the territorial legibility of the Sierra Leone hinterland.

British authority was more prominently declared in these agreements. A cession treaty with Bullom and Shebar proclaimed "it is expedient that the sovereignty and rights belonging to Her Majesty Queen Victoria, her heirs and successors, under and by virtue of the aforesaid Convention should be re-asserted, acknowledged, and publicly made known."[52] The treaties were short, made up almost entirely of proclamations of ceded "right, possession, dominion, and sovereignty" of land and precise descriptions of its boundaries[53] These proclamations marked the point at which the jurisdictional logic underpinning earlier treaties, like arbitration, protection, and extraterritorial rights, was reframed as a claim to territorial sovereignty.

The collection of official treaties between the British government and polities in Sierra Leone end in 1890 with three agreements for peace and open trade with all of the standard provisions for property protection.[54] What follows were treaties and declarations that did not include the rulers of the region. Instead, Britain and France negotiated a boundary agreement to finalize a border between Sierra Leone and French in 1895.[55] Sierra Leone was considered wholly in British protection despite no explicit mention of offering protection to the Kings and Chiefs of the region. What constituted Britain's authority to speak on behalf of the entire territory was its jurisdictional power over interpolity disputes and warfare in addition to its control of all of the rivers feeding the estuary. Notably, there were not treaties of cession for

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[52] Treaty with Bullom and Shebar, 18 November 1882 in Parry, *Consolidated Treaty Series, 1648-1919*, vol. 161 pp. 14–16.

[53] Agreement with Gallinas, 30 March 1882

[54] Treaties with Foukoh Limbah, 21 October 1889; Mando, 30 March 1890; and Bambara, 1 April 1890 in Hertslet and Great Britain, *Hertslet's Commercial Treaties.*, vol. 17, pg. 201–204.

[55] Boundary Agreement North and East of Sierra Leone with France, 21 January 1895 in Hertslet and Great Britain, *Hertslet's Commercial Treaties.*, vol. 20, pg. 285–299.

every inch of the Sierra Leone territory. The existing ceded territories surrounding Freetown and along the coasts in conjunction with the control of the rivers and half-mile slivers of land into the hinterlands, were sufficient for the British to perceive the territory wholly theirs.

In 1896, the territories were formally recognized as a Protectorate.[56] The Sierra Leone Colony and affiliated Protectorate existed not by seizure of land but by a robust infrastructure of authority set in place using legal logics of jurisdiction. The subsequent 1898 Hut Tax Rebellion was the violent final assertion of power. Culminating in a large show of force, Britain's power in Sierra Leone was consolidated. However, this final decade of fiscal and territorial consolidation did not emerge solely on the backs of imperial troops. The "tax" that launched the rebellion was a legal act before it was a fiscal one. It claimed that every inhabitant and household fell under British personal and territorial jurisdiction across the Colony and Protectorate.[57] The mass mobilization of troops and unequivocal success in putting down a rebellion was the materialized order made possible by a framework of treaties, courts, and ordinances. The century culminated in a flashpoint moment that crystallized the abstract infrastructure of law and jurisdiction into the violent and coercive authority of an Empire.

The Jurisdictional Arc of Sierra Leone

Each phase deposited infrastructure that the next inherited as baseline. Property rights established the framework within which personal jurisdiction became legible. Personal jurisdiction created the pretext for hybrid administrative oversight. Hybrid oversight normalized the Governor's sanction as a prerequisite for regional governance. Arbitration hardened into

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[56] Edward Hertslet et al., *The Map of Africa by Treaty.* (Printed for H. M. Stationery off., by Harrison and sons, 1909), 56, https://catalog.hathitrust.org/Record/001152492.

[57] Sierra Leone Hut Tax, House of Commons, 56 Hansard (1898); Crowder, *West Africa under Colonial Rule*, 154–55.

adjudication. Adjudication converted into sovereignty. This accumulation did not require continuous metropolitan attention — it required only that each legal baseline be treated as the floor from which the next negotiation proceeded.

The result was a self-reinforcing infrastructure that expanded jurisdictional authority seemingly procedurally, each instrument accumulating power that served the next phase of expansion. From possession to protection, from delegated enforcement to universal sovereignty, Sierra Leone's colonial formation shows jurisdiction operating as a technology of conquest across a century — slow, layered, and cumulative. The Cape Frontier, a settler-colonial context shaped by frontier volatility rather than commercial expansion, shows what happens when the same mechanism is compressed into a decade.

Cape Frontier: Queen Adelaide's Province and the Compression of Jurisdiction (1835-1846)

The Cape Frontier offers the most compressed illustration in this dissertation of how jurisdictional infrastructure is built and weaponized. Where Sierra Leone required a century to move from property protection to protectorate, the Cape compressed the same arc into a decade — using the same legal logics but at accelerated tempo. What drove that compression was not the intensity of British ambition but the volatility of the frontier, which forced rapid iteration through all three forms of jurisdictional authority: territorial demarcation, personal protection, and transboundary enforcement. Each iteration deposited infrastructure that the next administrator inherited and repurposed. Within ten years, a reciprocal treaty system designed to restrain conquest had become the legal architecture through which conquest was completed.

That volatility had structural roots. Weak metropolitan commitment to the Cape — valued primarily as a waypoint to India [58] — combined with intense frontier pressure from settler migrants clashing with frontier polities to force an improvised legal response. The result was a decade-long experiment in compressed jurisdictional construction, in which boundary demarcation, transboundary regulation, and personal jurisdiction were layered in rapid succession rather than across generations. The Cape Colony frontier case thus shows the same juridical machine that built Sierra Leone's protectorate, but accelerated and concentrated.

The table below maps this compressed jurisdictional arc, showing how the same logics that unfolded across a century in Sierra Leone were telescoped into a single decade at the Cape Frontier. Each phase redefined the meaning and function of the border itself, converting reciprocal cooperation into unilateral control.

[58] J. L. Dracopoli, *Sir Andries Stockenstrom, 1792-1864: The Origins of the Racial Conflict in South Africa* (A. A. Balkema, 1969), 84, https://catalog.lib.uchicago.edu/vufind/Record/1945822.

Table 3 - Authority Accumulation and Infrastructure of the Cape Frontier.

Date(s)	Phase	Authority Accumulation	Legal Conceptual Infrastructure
1835-1836	**The Buffer Zone: Establishment of Queen Adelaide's Province**	Annexation of Ceded Territories between Keiskamma and Kai Rivers following Hintsa's War; military occupation of frontier zone.	Repudiation establishes that military conquest requires legal legitimation to be durable; creates the institutional demand for a treaty-based alternative.
1836-1838	**The Treaty System: Reciprocity as Governance**	Mutual recognition of boundaries; pass system regulating cross-border movement; *amapakati* (border wardens) as diplomatic agents; reciprocal jurisdiction over crimes and property	Establishes territorial jurisdiction as primary logic; sovereignty determined by fixed boundaries rather than personal identity; creates legal infrastructure for managing transgression across borders while preserving mutual sovereignty
1839-1841	**Revision and Reversal: From Treaties to Proclamations**	Qualified right of colonial pursuit across borders; 14-day indemnity obligations on chiefs; requirement to apprehend and deliver murderers; colonial enforcement supersedes *amapakati* mediation	Converts reciprocal obligations into asymmetric accountability; British subjects gain conditional entry rights while chiefs bear enforcement burdens; diplomatic symmetry preserved in form but reweighted toward colonial authority
1844-1846	**Police and Extradition: The Dissolution of Separate Spheres**	Free access for colonial police and Cape Corps into Xhosa territory; extradition of accused persons to British jurisdiction; compulsory witness production for colonial courts; treaty violation in 1846 triggers annexation as British Kaffraria	Extradition obligation reframes chiefs as agents of British judicial procedure rather than sovereign counterparts — treaty breach becomes legally equivalent to jurisdictional failure, making annexation narratable as enforcement.

This evolution was not without violence, clashes between Europeans and Xhosa in the northeast frontier of South Africa spanned nine wars from the late eighteenth century to late nineteenth century. The first four conflicts, spurred by issues regarding cattle theft and the incursion of Boers into Xhosa land or vice versa, resulted in a buffer zone called the Zuurveld between the Cape Colony and Xhosa territory. Once again spurred by restitution issues over stolen cattle, the War of Nxele (1817-1819) resulted in this land between the Fish and

Keiskamma being declared by British colonial officials to be a buffer zone to be occupied by more cooperative African tribes and named the "Ceded Territories."[59]

The Buffer Zone: Establishment of Queen Adelaide's Province (1835-1836)

However, these ceded territories, intended to be a neutral buffer policed by "loyal" Xhosa chiefs, quickly filled with settlers, traders, and displaced African groups from neighboring wars setting the stage for destabilization. European farmers —"a population who persisted in wandering into the interior of Africa"—moved eastward while refugees of nearby Zulu expansion wars came from the north.[60] These demographic changes only added to the already fragile political ecosystem within Xhosa territory, rife with rivalries among chiefs. Cattle-raiding offered both subsistence and political statement-making, and intensified under these conditions drawing the frontier into the Sixth Frontier War.[61] Also known as Hintsa's War, this 1835 conflict ended with heavy handed colonial suppression. The Xhosa king Hintsa was taken hostage to force the Xhosa to meet demands declared by the Cape Colony's Governor, Sir Benjamin D'Urban. However, he was killed during an escape attempt and D'Urban proclaimed all the land between the Keiskamma and the Kai Rivers, annexed under the new name the Province of Queen Adelaide. While D'Urban had initially sought to push the Xhosa out of the province entirely, he rolled back the policy and incorporated remnant Xhosa groups, "with their

[59] Leonard Monteath Thompson, *A History of South Africa*, 3rd ed, Yale Nota Bene (Yale University Press, 2001), 73–75, https://catalog.lib.uchicago.edu/vufind/Record/4478647?sid=74964808; John Laband, *The Land Wars: The Dispossession of the Khoisan and AmaXhosa in the Cape Colony* (Penguin Books, an imprint of Penguin Random House South Africa (Pty) Ltd, 2020), 148–49, https://catalog.lib.uchicago.edu/vufind/Record/12518032?sid=74965219.

[60] Dracopoli, *Sir Andries Stockenstrom, 1792-1864*, 84.

[61] Alan Lester, "Settlers, the State and Colonial Power: The Colonization of Queen Adelaide Province, 1834-37," *The Journal of African History* 39, no. 2 (1998): 225.

own institutions" under British rule. [62] However, the Colonial Office in London would swiftly denounce D'Urban's move as illegal annexation.

Colonial Secretary, Lord Charles Glenelg, sent a notorious dispatch to Cape Town that chastised D'Urban's actions as the Xhosa "had ample justification for the war."[63] The dispatch also dismissed D'Urban from his post as Cape Colony Governor. A strong voice in London at the time were a collection of metropolitan reformers, known collectively as "the Saints." This Evangelical abolitionist circle surrounding Glenelg, saw frontier conquest as contradictory to the new moral economy of empire they pushed the Colonial Office to promote. Their policies promoted civilization not annexation, emphasizing the spread of Christianity, humanitarian oversight, and importantly, legal commerce.[64] The Colonial Office censured D'Urban publicly, recalled his authority, and dispatched Andries Stockenström, a former frontier administrator known for amiable dealings with Xhosa chiefs, to impose a peaceful order based on treaty rather than force.[65]

The collapse of D'Urban's campaign, thanks to Colonial Office censure, left the frontier in limbo, annexed by force but disowned by policy. The Province remained under British control but without the bureaucratic foundations for the sort of colony administration that would constitute annexation. Supposedly under British control but without any administration to replace D'Urban's military presence, the Province was at risk of Xhosa incursions. Stockenström entered the frontier to stabilize and regularize, establishing order by the law of treaties not the threat of

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[62] Timothy J. Keegan, *Colonial South Africa and the Origins of the Racial Order* (David Philip, 1996), 143–44.

[63] Quoted in Joseph H. Lehmann, *Remember You Are an Englishman : A Biography of Sir Harry Smith, 1787-1860*, with Internet Archive (London : Cape, 1977), 195, http://archive.org/details/rememberyouareen0000lehm.

[64] Keegan, *Colonial South Africa and the Origins of the Racial Order*, 82.

[65] Keegan, *Colonial South Africa and the Origins of the Racial Order*, 149–50.

force. His mandate was to secure the frontier by rebuilding relations with Xhosa leaders and in turn formalize boundaries, develop a system of reciprocal law, and generate mutual restraint.[66] What began as occupation proved untenable to the Colonial Office and illustrated the metropole's preference for law, setting the stage for the "treaty system" of 1836.

The Treaty System: Reciprocity as Governance (1836-1838)

The case of Queen Adelaide's Land is unique in that it is one of the only periods in British colonial history where there was a self-professed 'treaty system.' Facing nothing short of chaos after Hintsa's War, limited and decreasing troops, and a sentiment in the metropole that disdained poor treatment of the indigenous groups in the region, the solution sent by the Colonial Office via Stockenström was administrative before it was territorial. The core characteristic of "the system" was reciprocity, with the objective of restoring stability through mutual recognition and cooperation. Stockenström's operation was a legal reorganization of the order precariously developed through violence and provisional boundary lines —as much a clarifier for the Xhosa as it was for colony subjects.[67]

In practice, this administrative vision took shape through a coordinated set of compacts. Building off of existing diplomatic channels and relationships, Stockenström was able to quickly sign five treaties with the Ngqika (colonial name: Gaika), Fingo, T'Slambie, Congo[68], and Thembuland (colonial name: Tambookie) —all subgroups of the Xhosa.[69] First and foremost,

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[66] Andries Stockenstrom and C. W. Hutton, *The Autobiography of the Late Sir Andries Stockenstrom, Bart., Sometime Lieutenant-Governor of the Eastern Province of the Colony of the Cape of Good Hope*, with Library Services University of Pretoria (Cape Town : J.C. Juta, 1887), 29–30, 37–38, 104–7.

[67] Keegan, *Colonial South Africa and the Origins of the Racial Order*, 152.

[68] The Congo referenced here is a local Xhosa polity under Pato, Kama, and Cobus –sons of Congo—not Democratic Republic of Congo in central Africa.

[69] These treaties can be found in Great Britain. Parliament. House of Commons, *Treaties Entered Into by Governors of the Colony of the Cape of Good Hope and Other British Authorities with Native Chieftains and Others beyond the*

these treaties returned all land to the Xhosa, including that of the Ceded Territories, under the condition of peace. The conditions codified clear boundaries and mutual responsibilities that were intended to end the cycle of cattle raids and reprisals that launched so many pervious wars.

The five treaties were nearly identical in structure and language, collectively forming what Stockenström described as "Glenelg's system."[70] Each began with the restoration of peace and the mutual recognition of boundaries (given in detail), then moved to the enforcement and communication that would maintain it. Articles IV and V affirmed that land in the Ceded Territories was returned to the contracting chiefs as a loan and "special mark of His Majesty's grace and favour," preserving nominal British sovereignty while acknowledging Xhosa autonomy.[71] The following articles defined a strict pass system regulating movement across the frontier: neither Europeans nor Xhosa subjects were to cross the boundary without the permission of the authorities at the frontier posts. To prevent the raids that had ignited previous wars, the treaties required each side to station local agents, called *amapakati* or border wardens, to communicate directly with colonial officers and recover stolen property. The agreements additionally placed agents "solely in a diplomatic capacity" near the residences of chiefs so that complaints could be made reciprocally:

> All representations, complaints, or applications, which may be made on the part of the colonists, or their government, to or against the Kafirs[72], or on the part of the Kafirs, to or against the colonists, or their government, shall be made through the

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Border of the Colony, between the Years 1803 and 1856, Parliamentary Paper (Saul Solomon & Co., Steam Printing Office, 1857), 35–73, 75–85.

[70] Stockenstrom and Hutton, *The Autobiography of the Late Sir Andries Stockenstrom, Bart., Sometime Lieutenant-Governor of the Eastern Province of the Colony of the Cape of Good Hope*, vi.

[71] See example: Treaty with the T'Slambie, 5 December 1836 in Great Britain. Parliament. House of Commons, *Cape of Good Hope Treaties*, 37–48.

[72] The term appears in the original source and is retained here only to reflect historical usage; it is now recognized as a racial slur.

> said diplomatic Agent or Agents, who shall be bound to observe the strictest impartiality and justice.[73]

British subjects in Xhosa territory were required to have access to these agents at all times, and the signatories must "pay due attention to the representations of such Agents, as well as to give satisfaction or redress upon their just remonstrances or complaints." [74] However, unlike agreements in Sierra Leone, the provisioning of agents included clauses that explicitly limit an agent's latitude, particularly prohibiting an agent from interfering in cases involving trade illicitly brought into Xhosa territory.

The rest of these agreements are expressly reciprocal. Like the boundary-crossing pass articles, provisions for one group were reflected by identical provisions for the other. Crimes committed in Colony or Xhosa territory were to be tried in the territory of the crime regardless of the identity of the criminal. Should that criminal escape across boundaries, each signatory party promises to pursue redress to the aggrieved party under their own courts and authority. Of greatest importance in the agreements, due to its political saliency, was the provision to indemnify people who's property was taken across the boundaries. Each signatory was to indemnify the owner of "the full value of the property lost." Pursuit was possible only under the supervision of an *amapakati*.[75]

Finally, both Xhosa and Colonial signatories recognized the sovereignty of the other, bound by the territory delineated at the start of the agreement: "the right of His said Majesty to dominion over the said Territory shall in no way be exercised therein" (though contingencies of

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[73] See example: Treaty with Gaika, 5 December 1836 in Great Britain. Parliament. House of Commons, *Cape of Good Hope Treaties*, 61–72.

[74] See example: Treaty with Congo, 5 December 1836 in Great Britain. Parliament. House of Commons, *Cape of Good Hope Treaties*, 49–60.

[75] See example: Treaty with Gaika, 5 December 1836

"hostility, war or breach of the Treaties" were an exception).[76] The treaties, overall, established a system of mutual recognition of sovereignty over set boundaries with very clear provisions for what happens should people cross them.

The Stockenström treaties thus differ from the evolution of Sierra Leone's jurisdictional rights by emphasizing territorial jurisdiction over personal jurisdiction. Boundaries determined the remit of a polity's authority not the identity of a person. However, while personal jurisdiction is retained when an individual crosses a boundary line, territorial jurisdiction transfers. As rigid as boundaries may be deliminated in text, they are porous in practice without heavily militarized walls. Territorial jurisdiction therefore must account for these transfers of jurisdiction as individuals, property, or crime pass through borders.

The 'treaty system' then set up infrastructure that not only created tangible boundaries to authority but also a framework of legal management to account for the disconnect between rigid text and amorphous reality. It turned the frontier into an instrument of governance that subsumes any physical power (the *amapataki*) under a legal scaffolding. The reciprocal nature of these treaties briefly transformed imperial control into a system of negotiated jurisdiction. However, this flexible framework proved to be fragile every time a stolen herd or some cross-border crime was not prevented. Within a few years, Stockenström's successors would recast these same boundaries not as shared lines of jurisdiction but as corridors for colonial police. In the hands of Governor Napier, reciprocity would give way to enforcement, and diplomacy would be rewritten as discipline.

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[76] See example: Treaty with Congo, 5 December 1836

Revision and Reversal: From Treaties to Proclamations (1839-1841)

When Stockenström was recalled in 1838, his carefully balanced system unraveled almost immediately. According to one historian, Stockenström's plan was to end cattle raiding on both sides of the new boundary lines, and,

> Once the chiefs were freed from the dangers of commando raids, which were often made in search of cattle that had strayed and not been stolen, Stockenström hoped to use his considerable influence over them to force them to exercise greater control over their people near the frontier.[77]

But the Governor's treaty system only worked because he had good rapport with the frontier chiefs; it was never stable enough to outlive his tenure. Notably, however, the system's fragility was material, not conceptual. The treaty architecture Stockenström had deposited — its boundary language, its jurisdictional categories, its framework of reciprocal obligation — persisted precisely because it was textual and transferable. The next revisions did not begin from scratch; they repurposed prior infrastructure, stripping reciprocity from a legal skeleton that the earlier treaties had built.

The new governor, Sir George Napier, faced the same frontier tensions without the political support or patience to sustain the carefully crafted legal system. Settlers in Grahamstown, the largest town on the frontier, denounced the treaty system and Lord Glenelg's diplomatic approach as weakness, blaming its restrictions for renewed cattle thefts and delays in recovering property. Napier responded to the discontent settlers by issuing a series of Proclamations that revised the 1836–37 treaties such that the provisions of mutual obligation became tools of unilateral enforcement.[78] The very clauses that had once required equal "zeal"

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[77] Dracopoli, *Sir Andries Stockenstrom, 1792-1864*, 143.

[78] These treaties can be found in Great Britain. Parliament. House of Commons, *Cape of Good Hope Treaties*, 97–126.

from British and Xhosa leadership alike were rewritten to privilege colonial entry and indemnity. Where Stockenström had treated frontier boundaries as zones of shared administration and thresholds of divided sovereignty, Napier's new proclamations recast them as legal corridors open for British subjects, soldiers, and policy to pursue justice. Napier responded directly to colonists concerns in such a way that would undermine the bedrock of territorial jurisdiction the frontier stood on, ushering in an era of transboundary jurisdiction that facilitated colonial penetration.

Napier's 1840 *Proclamation with the Gaika Chiefs* illustrates how the frontier was rewritten in legal rather than territorial terms to satisfy discontented settlers.[79] The revision introduced a new clause allowing colonists to pursue stolen cattle across the border under affidavit, notably departing from the previous oversight of *amapakati* and effectively reopening Xhosa territory to colonial intrusion. Under Stockenström, the boundary was absolute: neither British subjects nor Xhosa could enter the other's territory without express permission, and all disputes were handled at the border through the *amapakati* who acted as neutral go-betweens. Napier's proclamations introduced the first breach in that symmetry by granting colonists a qualified right of pursuit. What had been a rule of mutual exclusion thus became a rule of one-sided access.

While Stockenström's treaties had established a cooperative system for managing cross-boundary crime, Napier's proclamations, using his predecessor's work as a base, shifted responsibility almost entirely onto them. Article XXV required that "if property was traced into their territory, the Chiefs shall within fourteen days indemnify the person robbed to the full value

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[79] Proclamation with the Gaika Chiefs, 7 December 1840 in Great Britain. Parliament. House of Commons, *Cape of Good Hope Treaties*, 97–102.

of the property lost." Another clause bound them, upon information of a murder committed in the colony, "to apprehend and deliver the said murderer to justice."[80] No equivalent duty obliged the colonial government to act for Xhosa complainants. Together these amendments transformed diplomatic reciprocity into asymmetric accountability and an enforceable transboundary procedure governed by deadlines and affidavits. The chiefs were now responsible for policing the frontier on Britain's behalf, while colonists regained the legal right of entry.

Napier's 1841 *Proclamation with the T'Slambie Chiefs* refined these principles rather than overturning them.[81] It did not abolish reciprocity outright but quietly reweighted it. The core articles restricting Xhosa movement into the colony and defining mutual restitution remained intact, preserving the formal symmetry of the 1836 treaties. Yet the exception allowing colonists to cross the frontier "in pursuit of stolen cattle" transformed what had been a line of mutual restraint into a conduit of conditional entry. The balance of jurisdiction thus tipped subtly rather than abruptly: equality persisted in form, but in practice law now flowed outward from the colony, extending British authority under the guise of procedural symmetry.

These revisions were not confined to boundaries and property. Across all of Napier's proclamations, from the Ngqika (Gaika) to the T'Slambie and Tambookie treaties, the same pattern of legal expansion appeared in clauses dealing with crime and punishment.[82] The most striking of these new provisions concerned murder and personal wrongdoing. Every proclamation included an article obliging the chiefs: "in the event of information being given to

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[80] Proclamation with the Gaika Chiefs, 7 December 1840

[81] Proclamation with the T'Slambie Chiefs, 1 February 1841 in Great Britain. Parliament. House of Commons, *Cape of Good Hope Treaties*, 115–20.

[82] Proclamation with the Gaika Chiefs, 7 December 1840; Proclamation with the T'Slambie Chiefs, 1 February 1841; Proclamation with the Congo Chiefs, 23 January 1841; Proclamation with the Fingo Chiefs, 23 January 1841; Proclamation with the Tambookie Chiefs, 1 February 1841 in Great Britain. Parliament. House of Commons, *Cape of Good Hope Treaties*, 97–126.

them that a murder has been committed in the colony, and the murderer has escaped beyond the boundary, [to] use every exertion to apprehend and deliver the said murderer to justice." While the phrase "to justice" likely referred to the chief's own jurisdiction rather than the colony's, the legal effect was the same: responsibility for colonial crimes now extended into Xhosa territory. The chiefs became answerable for policing fugitives whose offences occurred beyond their authority, effectively turning the frontier into a zone of delegated enforcement**.**

The jurisdictional penetration into Xhosa sovereignty was limited to a set list of people (and animals) crossing into foreign territory. The treaties did not stipulate requirements beyond scenarios where cattle, colonist, or criminal crossed into Xhosa country. In a certain sense, the jurisdictional logic is personal, attached to the criminal or settler going into Xhosa territory. However, it is the act of crossing the boundary that triggers the treaty provisions. Each transgression of the boundary transformed the legal status of the frontier itself, turning what had been a mutual zone of separation into a corridor of regulated passage. It redirected the Cape Colony's approach to the frontier from general cooperative stability to settler protection. Through these controlled crossings, Napier's system quietly converted a territorial boundary into an instrument of transboundary law.

But leadership would once again change, and in the mid-1840's a new governor would continue to reshape the legal landscape of the frontier, spring-boarding off of existing treaties toward increasing colonial control. The limited permissions that once activated only when cattle or criminals strayed beyond the line became standing rights of entry for colonial police. In Sir Peregrine Maitland's treaties, the logic of regulated passage hardened into the infrastructure of enforcement: the frontier ceased to be a boundary at all and became a zone of jurisdictional overlap. Law no longer waited for movement to trigger its reach—it pre-empted it. With the

arrival of the police and extradition treaties of 1844–45, transboundary law gave way to frontier occupation.

Police and Extradition: The dissolution of separate spheres (1844-1845)

When Sir Peregrine Maitland assumed the governorship in 1844, he inherited not only Napier's treaties but an increasingly unstable frontier.[83] The Ngqika (Gaika) and T'Slambie chiefs were still nominally bound by the earlier proclamations, yet new polities on the eastern edge such as the Amagcaleka and Amaponda, lay beyond any formal agreement. Maitland was appointed by a secretary of war and the colonies far less concerned with treaties than Glenelg and carried with him his own personal beliefs in the civilizing mission of the British Empire. John LaBand notes, "[i]t was no great step for him, therefore, to fall in with the view of the [local settler] lobby that the amaXhosa were incorrigible savages."[84] With this outlook, Maitland quickly abrogated Stockenström's treaties and installed his own.[85] He preserved the language of mutual peace and did not open the land for speculators as settlers suspected, but replaced Stockenström's logic of cooperation with the language of law enforcement.[86] Maitland's treaties of 1844 and 1845 established, for the first time, a standing right of entry for colonial police and soldiers, transforming the frontier from a border to a patrol route, anticipating transgression rather than responding to it.

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[83] Laband, *The Land Wars*, 199–200.

[84] Laband, *The Land Wars*, 200.

[85] Laband, *The Land Wars*, 200.

[86] Noël Mostert, *Frontiers : The Epic of South Africa's Creation and the Tragedy of the Xhosa People* (London: Jonathan Cape, 1992), 843, https://catalog.princeton.edu/catalog/998091953506421.

This new legal posture was codified most clearly in the 1845 *Treaty with the Amagcaleka Chiefs*.[87] The treaty's opening articles redefined peacekeeping as a function of permanent access, authorizing colonial police and Cape Corps soldiers to cross into Xhosa territory at will, having "free access, at all times, into their territories" when in pursuit of stolen cattle or criminal offenders. Remarkably, this free access did not extend to a clearly defined police force. Rather, Maitland acquires authorization of entry for "members of any police force employed by the colony, and to the men of the Cape Corps while acting as police." Seemingly anyone acting in an official policing capacity would be able to cross at will. Such open policy is a sharp departure from the strict boundaries of the 1830s and an early iteration not only of extraterritorial enforcement but policing itself.

Yet these more flexible rules for transboundary movement were not Maitland's only innovation. This new set of treaties penetrated deeper into Xhosa sovereignty by including extradition provisions. The new clauses required chiefs to apprehend and surrender any person accused of crimes in the colony, generating a legal obligation instead of a gesture of cooperation. The 1844 *Treaty with the Amaponda Chiefs* illustrates the treaties' mandate that the chiefs operate as extensions of British law within their territories.[88] Article III required Chief Faku to "seize and deliver up to the nearest British authority, for trial according to law, all persons who shall have committed, or shall be reasonably suspected to have committed, any murder, robbery, or other offence within the limits of the colony." For the first time, a frontier treaty demanded not simply cooperation but physical surrender to British jurisdiction. Later clauses ensured

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[87] Treaty with the Amagcaleka Chiefs, 7 October 1844 in Great Britain. Parliament. House of Commons, *Cape of Good Hope Treaties*, 131–34.

[88] Treaty with the Amaponda Chiefs, 7 October 1844 in Great Britain. Parliament. House of Commons, *Cape of Good Hope Treaties*, 135–40.

"refugees and banditti belonging to other tribes," found "no hiding place" in the Chiefs territory, and they too much be delivered to British authorities.

These treaties extended the decade-old expectation that offenders from the colony should be tried within it, expanding that principle to include the forcible transfer of almost any accused person who had not committed their crime within the signatory's own territory. Criminals, refugees, and banditti now fell under British jurisdiction by definition. Moreover, the chiefs themselves were expected not only to apprehend such individuals but to also compel witnesses to attend colonial courts and give evidence. The Amaponda Treaty specifically, even required that witnesses be produced alongside the accused, promising them only "reasonable compensation for their time and trouble."[89] Through these provisions, local rulers became the enforcers of British judicial procedure. The frontier chief was both constable and clerk of the colonial court. In theory, a reciprocal article pledged British assistance in apprehending offenders who had wronged a given signatory's subjects; in practice, however, the exchange was one-sided. The colonial government claimed the right to demand delivery but almost never submitted to it. What had begun as a promise of cooperation thus became an instrument of delegated enforcement that extended the colony's reach through indigenous compliance rather than territorial annexation. A legal infrastructure managing crime and movement across boundaries was thus set up with policing and procedure allowing the British to manage crime at a regional level with the help of local police proxies. However, even this greater institutionalization was built on unstable ground.

[89] Treaty with the Amaponda Chiefs, 7 October 1844

Collapse and Conquest: From Extradition to Annexation (1846)

The final death knell for the treaty system came in 1846 with the Seventh Xhosa War—better known as the *War of the Axe*. From the start of his governorship in 1844, Sir Peregrine Maitland's peremptory and paternalistic treatment of Xhosa chiefs made conflict almost inevitable. With a colonial population still resentful of the 1835 disannexation, Maitland sought a military solution reminiscent of D'Urban's ambitions a decade earlier.[90] Although no outright provocation was made initially, tensions simmered along the frontier. When British engineers crossed into Ngqika (Gaika) territory to build a fort, Chief Sandile at first granted permission but, under pressure from his council, withdrew it. A summit with Lieutenant Governor Hare narrowly averted hostilities, ending with apologies and the British withdrawal.[91] The peace, however, was short-lived.

The immediate pretext for war emerged in March 1846, when a man named Tsili was arrested for stealing an axe from Fort Beaufort, arguably "more a straggling village than a fort as such."[92] On the road to Grahamstown for trial, Tsili was rescued by his companions, who in the process killed the man to whom he had been manacled. Lieutenant Governor Hare demanded, under the existing treaty obligations, that the chiefs surrender the murderers. Their refusal allowed him to declare that the Xhosa had violated the extradition clause thus providing a legal façade for invasion. What the British presented as the enforcement of law, the Xhosa recognized as a fight over land; they called it the "War of the Boundary."[93]

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[90] Keegan, *Colonial South Africa and the Origins of the Racial Order*, 215.
[91] Laband, *The Land Wars*, 203.
[92] Laband, *The Land Wars*, 204.
[93] Laband, *The Land Wars*, 204.

The legal infrastructure had not merely provided cover for a war that would have happened regardless. It set the entire language of relations around policing and obligation. It constructed the problems — fugitives, stolen cattle, treaty violation — and in turn the category through which annexation was activated: enforcement. Treaty violation was not a pretext grafted onto a military decision after the fact; it was the form the accumulated jurisdictional architecture had built and through which force was authorized. The decade of treaty-making had loaded the die. The extradition clause was the throw.

Despite early British defeats, the campaign concluded with the annexation of the Ceded Territories as the new colony of 'British Kaffraria' and holding over much from D'Urban's Queen Adelaide Province.[94] Through this final act, the entire "treaty system" achieved its paradoxical end: the use of law not to prevent conquest, but to complete it.

The Jurisdictional Arc of the Cape Frontier

Each new set of treaties did not simply replace the last but repurposed its legal architecture, converting tools of mediation into an infrastructure of control. D'Urban's annexation established the territorial template. Stockenström's reciprocal treaties supplied the administrative infrastructure — agents, boundaries, reporting procedures — that translated military occupation into legal form. Napier stripped that infrastructure of parity, turning mutual access into unilateral entry. Maitland extended these arrangements beyond boundaries altogether, transforming cooperative policing into standing jurisdiction and rendering the chiefs not partners but enforcers of colonial order.

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[94] Richard Price, *Making Empire : Colonial Encounters and the Creation of Imperial Rule in Nineteenth-Century Africa* (New York: Cambridge University Press, 2008), 210–11, https://catalog.princeton.edu/catalog/9955934783506421.

What appeared as successive attempts at stabilization thus functioned as cumulative acts of jurisdictional accumulation, each instrument depositing the architecture the next administrator inherited as baseline. The very instruments designed to restrain expansion — jurisdictional reciprocity, boundary enforcement, police cooperation — became the instruments through which it advanced. A rejection of conquest ended in its legal reproduction. Where Sierra Leone shows this process across a century, the Cape shows it across a decade: same mechanism, accelerated tempo, identical destination.

Conclusion

Across both frontiers, jurisdiction proved to be the most adaptable instrument of empire. What Sierra Leone achieved through a century of legal accumulation, the Cape reproduced in ten years of frontier compression. The difference was one of tempo, not logic: both cases show jurisdiction manipulating legal scope — expanding who was subject to law, where law applied, and how legal authority was exercised — without requiring the formal assumption of territorial sovereignty until the infrastructure of that sovereignty was already in place.

Personal jurisdiction, transboundary jurisdiction, and territorial jurisdiction were distinct in application but cumulative in effect. Each form extended British authority into a new domain while depositing the infrastructure through which the next extension became more legible and less contestable. Personal jurisdiction attached law to subjects rather than place, projecting legal discipline outward through mobile populations. Transboundary jurisdiction managed the spaces between polities, translating diplomacy into delegated enforcement. Territorial jurisdiction, long disavowed as costly, re-emerged as the point at which extraterritorial management solidified into formal possession. Together they produced an order in which law and sovereignty became indistinguishable.

By combining these overlapping legal practices, Britain built a system that could govern expansively while claiming restraint. Jurisdiction supplied the means to project rule without armies or annexation, to convert negotiation into administration, and to render conquest procedural rather than violent. The result was a dispersed yet coherent imperial order, assembled not from territory seized outright but from authority accumulated piecemeal through treaties, courts, and delegated enforcement. What emerged was the legal architecture of empire itself: an expanding web of jurisdictional claims that, once established, made direct rule appear inevitable.

The two cases examined here illustrate that jurisdiction, in both its slow and compressed forms, operated through the same underlying dynamic: each instrument accumulated legally recognized authority over a new domain and deposited the infrastructure through which further accumulation became more legible and less contestable. This accumulation did not require continuous metropolitan attention or consistent administrative will — it required only that the legal baseline each agreement established be treated as the floor from which the next negotiation proceeded. Contract law, examined in the following chapter, is deployed through the same accumulation-infrastructure mechanism but manipulates a different dimension of sovereignty: not legal scope, but legal form, converting political relationships into enforceable transactions and sovereignty itself into a commodity with a price.

Chapter 4 - The Cost of Protection: The Logic of Contractual Sovereignty and Imperial Accumulation

Where jurisdictional logics accumulated authority by extending the scope of legal application — expanding who was subject to British law and where — contractual logics operated differently. They manipulated legal form: converting political relationships into enforceable exchanges structured through subsidies, performance standards, and financial obligations. The distinguishing feature of contract as an imperial instrument was not that it created binding agreements, but that it commodified sovereignty. Protection became a billable service; territorial possession became collateral for debt; the quality of governance became an assessable performance standard whose shortfall could be framed as breach (and remedied accordingly). This chapter examines how that logic operated across two cases — Oudh in India and Aden in the southeastern Arabian peninsula — to show what contractual infrastructure made possible, and what it left contingent.

Contracts differed from alliances and free-trade agreements in what they exchanged. Typical international agreements exchanged promises. Contracts exchanged money and goods — and at the imperial scale, sovereignty itself entered that exchange. Authority over military defense, territorial administration, and revenue collection could be priced, pledged, and transferred through written instruments that looked technical and transactional but progressively reorganized the distribution of sovereign power. These instruments derived their force less from formal international law than from their enforceability within British administrative and military practice, operating alongside international legal doctrine rather than fully within it.

Oudh illustrates the full activation of this logic. Beginning in the 1760s, the East India Company converted its military presence in Oudh into a priced commodity, treating protection as

an ongoing financial transaction rather than a political alliance. A financial spiral followed, subsidies deepened into debt, the debt then commuted into territorial cessions. This spiral operated alongside a parallel performance framework: once treaties specified what good governance looked like, any departure became a documented failure (framed as treaty violation) the Company could invoke. Together, these two channels produced the conditions in which annexation in 1856 could be framed not as conquest but as contract enforcement. The infrastructure for annexation had been in place for decades before Dalhousie invoked it.

Aden demonstrates that loading the die is not the same as fixing the throw. The British Crown established stipendiary agreements with polities surrounding the port that required rulers to keep roads open and trade flowing in exchange for regular payments. When those obligations went unmet, with roads blocked and agreements breached, the British treated violation not as grounds for annexation but as occasion for renegotiation. For nearly half a century, this contractual infrastructure remained in place without producing sovereignty erosion. It was not until 1888 that the British converted these relationships into formal protectorates, and even then, without territorial incorporation. Aden thus isolates the contractual logic as infrastructure: durable legal capacity that creates opportunities for accumulation without determining whether those opportunities are taken.

The two cases work in tandem. Oudh shows the erosive potential of contracts when the opportunities they create are activated; Aden shows the same infrastructure held in reserve. Together they demonstrate the chapter's central claim: contracts structured the range of available political actions without fixing their outcomes. By pricing protection, disaggregating sovereignty, and generating legible standards of performance, contractual instruments created durable capacities for enforcement that could be activated or left dormant depending on imperial

strategy and political context. The cases also extend the dissertation's geographic reach beyond West and South Africa into South Asia and the Arabian Peninsula, showing that contractual logics, authority accumulation, and legal infrastructure, were not peculiarities of any single region but instruments drawn from a shared imperial repertoire.

Oudh: The Contractual Unmaking of a Kingdom (1764–1856)

Oudh offers one of the clearest illustrations of how the British, here in the form of the East India Company, used contractual instruments rather than open conquest to transform a nominally sovereign ally into an incorporated province. As outlined in Chapter Two, contractual logic restructures sovereignty as priced performance subject to defined breach and remedy. Oudh provides a case in which this infrastructure was progressively activated.

Unlike Bengal or Mysore, where dramatic conflicts or treaty violations punctuated the process,[1] Oudh's absorption emerged from the slow accumulation of written obligations. Beginning in the 1760s, the Company and successive Nawabs entered into a dense chain of agreements, including subsidy contracts, protection arrangements, and indemnity clauses, each of which framed political obligation in the language of payment, arrears, and performance. Diplomacy began to look far less like an exchange between sovereigns and far more like a credit relationship, with Oudh positioned increasingly as the debtor.

As these obligations multiplied, so too did their consequences. Missed payments were not grounds for diplomatic renegotiation or military punishment; rather, the Company treated arrears as triggers for the transfer of governance rights. Crucially, territory itself never functioned as a commodity purchased outright. Instead, land became collateral—the enforcement mechanism

[1] Dalrymple, *The Anarchy: The East India Company, Corporate Violence, and the Pillage of Empire*, 120–22, 134–35, 241–42.

through which the Company converted arrears into control over districts, forts, tax systems, and, eventually, the administration of the kingdom. Sovereignty was gradually partitioned into units that could be pledged, surrendered, or absorbed.

This process unfolded under the guise of alliance. Publicly, the Company professed its commitment to Oudh's independence and to the protection of its rulers. In practice, "protection" served as a mechanism for raising obligations: frontier disturbances—Maratha movements, Afghan rumors, internal conflicts—regularly became grounds for increasing subsidies and expanding the subsidiary force stationed in Oudh at the Nawab's expense. The Company did not conquer Oudh by force; it offered force as a service and then billed for it, treating military power not as a battlefield tool but as a contractual commodity.

The table below charts the major forms of authority accumulation and legal transformation across this case, tracing how Oudh's sovereignty was priced, partitioned, and reorganized through contract.

Table 4 - Authority Accumulation and Infrastructure of Oudh.

Date(s)	Phase	Authority Accumulation	Legal Conceptual Infrastructure
1765-1775	**Foundations of Contractual Dependency**	Territorial accumulation through indemnities and control of forts, in addition to the right to redistribute gifted land that the Mughal Emperor attempted to give away. Initiates first limits on the size of Oudh's military.	Military protection established as a priced commodity — reimbursable, contractually structured, and detachable from political alliance.
1775-1798	**Commodification of Protection and the Debt Spiral**	Unilaterally expands EIC troop presence in Oudh, essentially taking over defense of the region. Meanwhile, debt relief is offered to Oudh in exchange for tightening controls over troop limits, revenue system, and military structure.	Treaties personalized to individual rulers, voiding on succession and reopening terms; protection further commodified as ongoing subsidy rather than single exchange, making debt structurally possible.
1801-1812	**Territorial Commutation and Collateralization of Sovereignty**	Land is ceded to British to pay arrears.	Territorial cession established as a legitimate remedy for financial arrears, creating a repeatable template for converting debt into sovereignty transfer.
1814-1837	**Administrative Weakening and Emergence of Contractual Default**	British become caretakers of trusts, directing loan repayments to Oudh court pensions and charities.	Residency oversight normalized as administrative baseline; British supervision of internal governance becomes expected rather than exceptional.
1837-1855	**Manufactured Default**	Acquires oversight across Oudh's administration from the military to tax collection.	Misrule established as a contractually defined breach, convertible into grounds for administrative takeover.
1856	**Annexation as Contract Enforcement**	Oudh is annexed under misrule provisions set in 1837.	Performance failure under treaty terms supplies justificatory logic for annexation framed as contract enforcement rather than conquest

Foundations of Contractual Dependency (1764-1775)

The British province of Awadh, situated just below Nepal, emerged as a semi-autonomous polity, "Oudh," in the early eighteenth century as Mughal authority receded. When Oudh, under Nawab Shuja-ud-Daula, encountered the East India Company at the Battle of Buxar in 1764, the region likely held little inherent importance for the EIC.[2] But Buxar altered the political landscape. Once the Company secured Diwani rights over Bengal, Oudh's location became strategically significant: it sat between the Company's new fiscal heartland and the advancing Marathas.[3]

Routed at Buxar, Shuja-ud-Daula fled back to Oudh, and by the following summer he joined the EIC and the Subahdar of Bengal, Bihar, and Orissa in signing the Treaty of Allahabad (1765)**.** The treaty styled itself as creating "peace and friendship" between the parties and even promised mutual offensive and defensive alliance. Much of its content resembled standard imperial agreements of the period, particularly the provision granting the Company duty-free trade throughout Oudh.[4] But the treaty also introduced the logic that would define the next century of Oudh–Company relations: military force was treated as a commodity that, once expended, required reimbursement**.**

The 1765 agreement imposed a substantial indemnity on Oudh "for the great expense incurred" during the conflict, payable in installments over thirteen months. It also withdrew most British troops from the Nawab's dominion but explicitly reserved the right to keep a garrison at Chunar and to provide troops "for the defense and protection" of the Mughal emperor if

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[2] Pūrṇendu Basu, *Oudh and the East India Company, 1785-1801* (Maxwell Co, 1943), preface.

[3] Basu, *Oudh and the East India Company, 1785-1801*.

[4] William Bolts, *Considerations on India affairs; particularly respecting the present state of Bengal and its dependencies. With a map of those countries, chiefly from actual surveys. By William Bolts, ... 1772: Vol 1* (Printed for J. Almon in Picadilly, P. Elmsley in the Strand, and Richardson and Urquhart under the Royal Exchange, 1772), apps. 27–29.

requested. [5] In other words, troops were offered as a resource. Available on demand, but at a price.[6]

This initial arrangement established two patterns that would solidify in later decades. First, protection became billable, and reimbursement became the legal hinge linking military action to political authority. Second, treaties were attached not to the state but to the person of the ruler. The treaty corpus shows, from Shuja-ud-Daula onward, every death or deposition voided the preceding agreement and demanded a fresh one. This contractual personalization of obligation distanced these instruments from international law and opened opportunities for the Company to escalate terms with each succession.

What emerged in this period was the foundation of a contractual dependency regime. The Nawab, according to one scholar, escaped direct rule thanks to the Company's internal policies, and "the Awadh Ruler regained his lost position and territory through a decision by the Company and his willingness to pay loyalty and cash to it."[7] Amid the rhetoric of friendship and alliance, the agreements reorganized political relations into obligations denominated by money, installments, and performance thus laying the groundwork for a system in which missed payments would justify the steady transfer of governance rights.

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[5] William Bolts, *Considerations on India affairs; particularly respecting the present state of Bengal and its dependencies. With a map of those countries, chiefly from actual surveys. By William Bolts, ... 1772: Vol 1* (Printed for J. Almon in Picadilly, P. Elmsley in the Strand, and Richardson and Urquhart under the Royal Exchange, 1772), apps. 27–29.

[6] Nicholas B. Dirks, *The Scandal of Empire : India and the Creation of Imperial Britain* (Cambridge, Mass: Belknap Press of Harvard University Press, 2006), 151, https://catalog.princeton.edu/catalog/9946998163506421.

[7] Michael Herbert Fisher, *Indirect Rule in India: Residents and the Residency System, 1764-1858* (Oxford University Press, 1991), 378, https://catalog.lib.uchicago.edu/vufind/Record/1560639?sid=75359069.

Commodification of Protection and the Debt Spiral (1775-1798)

The personalization mechanism already established in the previous phase meant that Shuja-ud-Daula's death in 1775 voided all prior agreements and opened a fresh settlement with his successor Asaf-ud-Daula — on terms the Company could now recalibrate from scratch. Between 1775 and 1814, at least eight major agreements were concluded, and each iteration tightened the structure of military dependence. Two stipulations appeared with striking consistency. First, the Nawab was subjected to ever-stricter limits on the number of troops he could raise independently**.** Second, the Company required Oudh to maintain increasing numbers of EIC troops at its own expense**.**

The 1775 treaty mandated the upkeep of a full brigade; the 1781 Chunar Agreement expanded this dramatically, adding additional cavalry regiments and another brigade even though Oudh was already funding a costly force.[8] As later Victorian critics observed, the Company had "foisted" these troops onto the Nawab by manipulating a vague earlier clause that allowed increases "proportioned to the service."[9] The point was not defense but extraction: every augmentation in troops automatically raised the subsidy Oudh owed, transforming the kingdom into what Pūrṇendu Basu described as "a fruitful source of income at a time when the financial position of the Company was far from comfortable."[10]

This was not incidental. In the wake of Bengal's revenue collapse in the early 1770s, during the Mysore wars, and again in the 1790s, the Company relied on Oudh as a predictable

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[8]Treaty between the East India Company and Nawab Asaf-ud-Daula, 1775, in C. U. Aitchison, ed., *A Collection of Treaties, Engagements, and Sunnuds Relating to India and Neighbouring Countries*, vol. 2 (Savielle and Cranenburgh, 1865), 86. .; and Treaty between the East India Company and the Nawab of Oudh, 1781 (Chunar Agreement), in Aitchison, *A Collection of Treaties, Engagements, and Sunnuds Relating to India and Neighbouring Countries*, 2:93.

[9] "Oudh: Or, How to Make and How to Break a Treaty. Pamphlets," Englishman Press, 1856, 9, https://jstor.org/stable/60101084.

[10] Basu, *Oudh and the East India Company, 1785-1801*, preface, i.

revenue stream, effectively underwriting their military and civil expenditures in Bengal.[11] Protection had become a business. And yet it was the arrears, not the subsidies themselves, that proved most consequential to authority accumulation. Concern over Oudh's ability to pay in full justified Company intervention: more troops, higher subsidies, and deeper fiscal entanglement. Of course, this concern emerged out of the Company Residents' encouragement of European traders who evaded customs and transit duties among other exemptions which limited the Nawab's fiscal reach. [12]

Paradoxically, the Company routinely urged the Nawab to reform his administration to meet these obligations.[13] Since 1785 they had a relatively consistent Residency in the Nawab's court, but would intervene "inconsistently" largely due to the Company's Calcutta Council's unwillingness to get politically involved.[14] Yet Cornwallis, writing in 1793, emphasized the "indispensable necessity" of such reforms, all while the Company simultaneously insisted that it could not assist "without encroaching on his Excellency's rights as an independent Prince."[15] Under the Company's own legal framework, promises of non-interference barred precisely the kinds of interventions that might have made solvency possible.

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[11] P. J. Marshall, *The Making and Unmaking of Empires : Britain, India, and America C.1750-1783* (OUP Oxford, 2005), 252–54, 162476, https://research.ebsco.com/linkprocessor/plink?id=fe3f0b81-5328-3af7-9f8b-c2e35c515990.

[12] P. J. Marshall, "Economic and Political Expansion: The Case of Oudh," *Modern Asian Studies* 9, no. 4 (1975): 467–69.

[13] Richard B. Barnett, *North India between Empires : Awadh, the Mughals, and the British, 1720-1801*, with Internet Archive (Berkeley : University of California Press, 1980), 223–39, http://archive.org/details/northindiabetwee0000barn; Karen Chancey, "Rethinking the Reign of Asaf-Ud-Daula, Nawab of Awadh, 1775-1797," *Journal of Asian History* 41, no. 1 (2007): 31–38.

[14] Fisher, *Indirect Rule in India*, 379.

[15] Charles Cornwallis, "Letter to the Ministers of Oudh," personal communication, January 28, 1793; C. A. Bayly, *Indian Society and the Making of the British Empire*, The New Cambridge History of India (Cambridge University Press, 1988), 76–77, https://doi.org/10.1017/CHOL9780521250924; Marshall, *The Making and Unmaking of Empires*, 254.

By the late eighteenth century, this produced a machinery of contractual dependency. The Company escalated the scale and cost of its military presence; Oudh financed it; arrears accumulated; and each missed payment justified a new round of demands. "Reform," as framed by the British, functioned less as a remedy than a rhetorical maneuver: an acknowledgment that the system was failing, without conceding that its failure stemmed from the very obligations the Company had imposed. The debt spiral did not merely weaken Oudh's autonomy; it reconfigured the legal and political environment in which territorial cessions later occurred.

Territorial Commutation and the Collateralization of Sovereignty (1801)

By 1801, the Governor-General Wellesley claimed that Oudh's financial position had become untenable under the weight of escalating subsidies, despite Marshall noting that the Nawab Saʿadat ʿAli's administration was likely more capable and fiscally disciplined than those of his predecessors.[16] As Rudrangshu Mukherjee has shown, however, the instability invoked to justify this assessment was not an exogenous failure of Awadhi governance but the cumulative product of British intervention itself: rising subsidy demands, repeated revenue extractions, territorial losses, and the protection of British commercial privilege progressively eroded the Nawab's fiscal capacity, producing the very arrears and disorder later cited as evidence of misrule.[17] The Company responded by converting unpaid debts into territorial possession replicating a maneuver first deployed in 1772.

In both instances, the Company framed the transfer as a mutually beneficial adjustment. In reality, these exchanges allowed the EIC to acquire precisely the districts it wanted under the

[16] Marshall, "Economic and Political Expansion," 1975, 479–480.

[17] Rudrangshu Mukherjee, "Trade and Empire in Awadh 1765-1804," *Past & Present*, no. 94 (1982): 87-89,100-101.

guise of settling accounts. The pattern was already visible in 1772, when the Commander-in-Chief met Shuja-ud-Daula to discuss bolstering Oudh's frontier defenses. The agreement that followed granted the Company the fort of Chunar "in exchange" for troop deployment—an arrangement that one contemporary pamphleteer dryly celebrated as a "wonderful coincidence," since the British had long coveted Chunar.[18] Debt created the pretext and territory became the payment, establishing a template in which fiscal shortfalls (intensified by Company demands) were resolved through spatial transfer rather than reform.

The 1801 Treaty expanded this logic dramatically. In lieu of cancelling a portion of Oudh's mounting subsidy obligations, the Company acquired several of the kingdom's most revenue-rich districts.[19] Even contemporaries noted the imbalance: the territories ceded were expected to yield far more than the subsidies the Company ostensibly forgave.[20] On paper, the EIC was sacrificing income; in practice, it had exchanged a fragile, cyclical obligation for a stable stream of territorial revenue and, more importantly, direct administrative authority over large swaths of Oudh. As Mukherjee observes, this imbalance was not incidental but integral to a system in which subsidies, commercial extraction, and territorial cession worked together to hollow out Awadh's revenue base while consolidating British control.[21]

This was the moment when territory ceased to be the venue of rule and became collateral. The Company did not "buy" land in any conventional sense. It assumed control of the districts that produced the revenue needed to finance its own military presence, effectively inserting itself

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[18] "Oudh: Or, How to Make and How to Break a Treaty. Pamphlets."

[19] Treaty between the East India Company and Nawab Vizier-ul-Momalik, 1801, in Aitchison, *A Collection of Treaties, Engagements, and Sunnuds Relating to India and Neighbouring Countries*, 2:121..

[20] "Oudh: Or, How to Make and How to Break a Treaty. Pamphlets."

[21] Mukherjee, "Trade and Empire in Awadh 1765-1804," 90–94, 100.

into the fiscal core of Oudh's governance. The Duke of Wellington later observed that these cessions allowed the British to introduce "their own system of government and management" into the newly acquired areas, employing their own officials and enforcing their own administrative norms.[22]

What crossed the treaty table in 1801, then, was not merely acreage. It was the right to assess revenue, station troops, police the territory, and adjudicate disputes —all practical components of sovereignty. As the framework developed in Chapter Two establishes, three accumulation criteria fired simultaneously within this single instrument: Article 6 converted governance from a sovereign prerogative into an assessable performance standard, externalizing enforcement and placing interpretive authority entirely on one side; Article 1 transferred territory in perpetual sovereignty, introducing a new authority domain while maximally increasing exit costs; and Article 9 standardized the accumulation already in place, treating all prior treaty obligations as the baseline from which this instrument departed. The 1801 Treaty did not merely expand British authority — it restructured the legal environment so that each of these transfers compounded the next.

These functions migrated to the Company even as Oudh retained a nominal autonomy that was increasingly hollow. Fisher notes that from the 1798 deposition of Wazir Ali, "no Awadh ruler dared oppose the Company too openly or too strenuously."[23] Having reduced the indigenous military as a sort of "loyalty test," the Nawabs became reliant on Company troops who operated unchallenged throughout Awadh and frontier territories. This force asymmetry

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[22]The Marquess Wellesley's Government of India by the Duke of Wellington, in Ramsay Muir, *The Making of British India, 1756-1858: Described in a Series of Dispatches, Treaties, Statutes, and Other Documents* (Cornell University Library, 2009), 215.

[23] Fisher, *A Clash of Cultures*, 112.

alone provided significant swaying power in any confrontation between Nawab and Resident.[24] The Nawab could no longer maintain an independent army; his external relations were fully mediated by the EIC; and the Resident's "advice" shaped appointments and revenue priorities in ways that were political without ever being formally recognized as intervention.[25]

Administrative Weakening and the Emergence of Contractual Default (1814-1837)

While British officials framed the 1801 settlement and its predecessors as responses to Oudh's alleged financial weakness, the kingdom's subsequent administrative debilitation stemmed far more from the burdens those treaties imposed than from any inherent insolvency. The subsidy regime and the organizational constraints attached to it steadily narrowed the state's room to maneuver, even as British interventions multiplied.

At the same time, the Company increasingly treated Oudh as a reliable reservoir of liquidity. During the Nepal War (1814–1816) and especially the First Anglo-Burmese War (1824–1826), Oudh issued substantial loans to the British. The Company framed these as temporary wartime necessities. Yet repayment rarely took the form of liquid funds. Instead, Oudh received territorial fragments carved from Nepal, patchwork districts that came with uneven revenue systems and significant administrative burdens.[26] Rather than strengthening the kingdom, these "repayments" introduced new obligations: Oudh inherited territories it was expected to govern but lacked the institutional capacity to integrate. Refuting the Company's longstanding claims of inability to pay arrears, the kingdom remained fiscally viable into the late 1820s, but increasingly hamstrung by a treaty infrastructure that produced dependence rather than solvency.

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[24] Fisher, *Indirect Rule in India*, 381.

[25] Sabina Kazmi, "Colonial Intervention in Awadh: Indigenous Political Structures and Indirect Rule in Eighteenth Century," *Proceedings of the Indian History Congress* 74 (2013): 449–50.

[26] Treaties between the East India Company and Nawabs of Oudh regarding loans to the EIC found in Aitchison, *A Collection of Treaties, Engagements, and Sunnuds Relating to India and Neighbouring Countries*, 2:159–84.

This period also witnessed a creeping expansion of Resident influence**.** Although formal commitments to non-interference remained intact, Residents inserted themselves into internal matters under the guise of "advice."[27] These interventions often carried the weight of expectation, even when framed as recommendations. As a result, administrative discretion narrowed. Officials hesitated to undertake reforms that might appear to contradict the Resident's preferences, while the Resident simultaneously refused responsibility for outcomes, citing the non-interference clauses. What resulted was a governance environment in which Oudh was held accountable for administrative performance but denied the autonomy needed to achieve it.[28] This is the constraint property of legal infrastructure operating at its most direct: the prior treaty architecture had defined the menu of legally recognizable moves available to both parties, and that menu was not neutral. Reform required the Resident's tacit approval; the Resident's approval required conceding the oversight relationship the non-interference clauses formally denied; and the non-interference clauses were themselves the product of earlier treaty rounds that the 1801 standardization clause had locked in as baseline.

In 1827, the Resident at Lucknow reported that Oudh's condition had deteriorated to such an extent that only direct British administration could arrest its decline.[29] This diagnosis was not wholly invented: by the late 1820s, revenue collection in Oudh had indeed become highly decentralized, as Nawab Ghazi-ud-Din Haidar delegated substantial administrative authority to self-interested ministers. This decentralization, combined with the Company's heavy military

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[27] Fisher, *A Clash of Cultures*, 16.

[28] This dynamic is consistent with the argument developed in P. J. Marshall, "Economic and Political Expansion: The Case of Oudh," *Modern Asian Studies* 9, no. 4 (1975): 465–482, which shows that British-imposed obligations and administrative interference progressively constrained Oudh's autonomy while simultaneously generating the conditions later labeled as "misrule."

[29] Edwin Arnold, *The Marquis of Dalhousie's Administration of British India ...* (Saunders, Otley, and Co., 1862), 347, https://catalog.hathitrust.org/Record/006128479.

presence and its repeated attempts to intervene in revenue collection, left local revenue agents—state-sanctioned jagirdars and landed zamindars—in a condition of chronic instability.[30] However, most problems were symptoms of the treaty architecture itself: a fractured revenue base (as the most lucrative districts were handed off to the British), a capped army, and an administrative elite operating under the constant shadow of British scrutiny. In other words, what appeared as misrule was increasingly the predictable outcome of contractual design**.**

The culmination of this dynamic was the unratified 1837 Treaty, which attempted to formalize British authority to intervene in cases of "gross and systematic oppression, anarchy, and misrule."[31] Ostensibly a modification of Article VII of the 1801 Treaty, the draft required the Nawab to work "in concert with the Resident" to reform police, judicial, and revenue systems. More notably, it authorized the Company to administer "whatsoever portion of territory" it deemed necessary if such reforms failed. The clause was a direct legal bridge between performance failure and administrative takeover: the contractualization of misrule made possible only because the prior treaty architecture had already converted governance into an assessable, intervene-able condition.

Muhammad Ali Shah, infirm and the new King of Oudh,[32] was forced to sign a document that he agreed to whatever provisions would come in this treaty draft. Luckily, the Court of Directors declared the 1837 void, deeming it "unjust." However, the Governor General neglected to inform the King of this decision and proceeded in exchanges with the King as if the treaty was

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[30] Fisher, *A Clash of Cultures*, 119.

[31] Treaty between the East India Company and the King of Oude, 1837, in Aitchison, *A Collection of Treaties, Engagements, and Sunnuds Relating to India and Neighbouring Countries*, 2:173–77.

[32] The title was changed to King from Nawab in 1818/1819 to help the British break Oudh away from the waning Mughal Empire.

enforced.[33] But the episode revealed a fundamental shift. By the late 1830s, the British had moved from critiquing Oudh's administration to attempting to codify the right to correct it**.**

What emerged by 1837 was a kingdom nominally sovereign but undermined at every structural point. Its fiscal base was fragmented, its military incapacitated, its reform capacity constrained by non-interference clauses, and its administration overshadowed by a Resident who shaped decision-making without assuming responsibility for outcomes. Oudh was expected to perform like an autonomous state within a system explicitly designed to make such performance impossible. Default was not a failure of governance but the end state of the contractual regime.

Constructed Default and the Final Breakdown (1830s-1850s)

By the early 1830s, the treaty structure governing Oudh had hardened into a contractual infrastructure that controlled the daily circulation of authority. Payments, obligations, and administrative expectations all flowed toward the Company, while Oudh's ability to meet those expectations was steadily narrowed by earlier cessions, military caps, and the pervasive presence of the Resident. What emerged in this period was not a sudden collapse of governance but a situation in which the British increasingly portrayed Oudh as failing at obligations they had structurally rendered impossible to fulfill. In this sense, misrule was not an observed condition but an infrastructural effect**.**

Residents played the central role in producing this effect. Although their formal powers remained limited by the non-interference clauses reiterated since 1801, Residents constructed their own court that rivalled the King's, establishing their own sources of honor, preferment, and networks of loyalty.[34] The Residents importantly interceded on the behalf of approximately

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[33] Fisher, *A Clash of Cultures*, 168.

[34] Fisher, *A Clash of Cultures*, 18, 118; Fisher, *Indirect Rule in India*, 285.

60,000 constituents, largely Sepoys and their families, on issues regarding pensions from the state.[35] Their memoranda and tours functioned as a kind of shadow administration, and Oudh's Kings were compelled to conform to Resident desires as it was the latter who deposed Nawabs and determined their esteem to the rest of the court and kingdom writ large.[36] The Resident's presence thus rewired the internal circuits of governance, creating dependencies and patterns of hesitation even where legal authority had not formally shifted.

Over several Governors-General and even more Residents, policy in Oudh remained at an impasse due to a fundamental contradiction: these officials were reporting, and complaining about, misrule and increasing administrative decay but at the same time refusing to intervene in respect for the 1801 Treaty. D.P. Sinha traces these individual relationships between British officials and Oudh, noting a particularly outstanding moment of paradoxical policy when the Board of Directors authorized Governor-General Lord William Bentinck to annex Oudh in 1834 but the governor refused, even going "out of his way to make out a case for avoiding it."[37] Despite a reluctance to formally intervene, Resident's still contributed heavily to the undermining of central rule by the Nawab, that constituted most of the complaints about misrule.

In the late 1840s Resident W. H. Sleeman toured the countryside in supposed service to a minor king.[38] He collected petitions, intervened in disputes, and issued long lists of recommendations.[39] His reports did not merely document misrule; they helped constitute it. They

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[35] Fisher, *A Clash of Cultures*, 185.

[36] Fisher, *A Clash of Cultures*, 177.

[37] D. P. Sinha, *British Relations with Oudh, 1801-1856: A Case Study* (K.P. Bagchi, 1983), 197–222, 348, https://catalog.lib.uchicago.edu/vufind/Record/608032?sid=75369944.

[38] Fisher, *Indirect Rule in India*, 257.

[39] W. H. Sleeman, *A Journey through the Kingdom of Oude in 1849-1850: With Private Correspondence Relative to the Annexation of Oude to British India, [Etc.]* (R. Bentley, 1858), https://catalog.lib.uchicago.edu/vufind/Record/4768358?sid=75342909.

selectively highlighted failures while ignoring the structural limitations created by British oversight. In doing so, Sleeman produced the evidentiary archive that Dalhousie would later wield as justification for annexation.[40]

By the early 1850s, the misrule narrative had become self-reinforcing. Residency reports, Governor-General minutes, and correspondence across Calcutta echoed the same logic: Oudh could not maintain order, protect property, or discipline officials.[41] Yet each of these expectations depended on capacities the kingdom had already been obliged to surrender from its military force to fiscal autonomy, as well as the authority to discipline local magnates, and the freedom to reorganize its revenue system. Oudh was thus judged according to performance standards it was contractually prevented from meeting**.**

By the time Dalhousie prepared his 1856 Minute, the conclusion appeared foregone. The contractual regime had produced a kingdom that looked, on paper, like it had collapsed under its own misrule. In reality, default had been manufactured through decades of treaty-driven constraints. That no major new treaty instruments appear in this period is not a gap in the legal architecture but confirmation of its hardening: once the performance framework, the Residency apparatus, and the territorial precedents were in place, the infrastructure operated through people and reports rather than requiring fresh formal instruments. The annexation that followed was framed as a remedy for disorder, but it was in effect the final enforcement action of the contractual system itself, a moment when the logic of performance, arrears, and intervention reached its endpoint.

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[40] Sleeman's accounts features in the "Oude Blue Book," the collection of papers used to suggest annexation to Parliament, formally cited as Great Britain and James Outram, *Oude: Papers Relating to. Presented to Both Houses of Parliament by Command of Her Majesty. 1856.* (Printed by Harrison and Sons, 1856), https://catalog.hathitrust.org/Record/100155590.

[41] Great Britain and Outram, *Oude*.

Annexation as Contract Enforcement (1856)

By the mid-1850s, a century of contractual obligations had left Oudh both fiscally depleted and administratively constrained. What remained was the rhetorical and legal conversion of this long-standing dependency into a claim of sovereign failure. Dalhousie supplied that conversion. In his reports to Parliament and in his 1856 Minute, he depicted "the miserable condition of the people of Oude" and catalogued, in exhaustive detail, crimes and administrative breakdown across the kingdom.[42] These were presented as evidence not of structural constraint but of a ruler who had forfeited his right to govern.

Dalhousie framed annexation as a duty: the British, he argued, had "exhausted all their means of remonstrance," and intervention had become necessary to "remedy the evils from which the state of Oude has suffered so long."[43] The rhetorical move is clear. Annexation was cast not as expansion but as enforcement of the treaty provisions. It was the final step in ensuring that Oudh met the standards of governance expected under the treaty system.

Yet these very standards had already been rendered unachievable. The Nawab could not raise an army sufficient to police his territory; he was saddled with only non-lucrative remnants of his land; he could not discipline powerful magnates without provoking Resident objections; and he could not undertake structural reforms without implicitly admitting the very misgovernance the British used as evidence of his misrule. The kingdom was judged by performance metrics it had been contractually prevented from meeting.

Dalhousie's Minute elided this architecture. It relied instead on the evidentiary archive generated over the previous decades — especially the reports of Residents like Sleeman and his

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[42] Great Britain and Outram, *Oude*, 2, 104–43.

[43] Minute by the Governor-General of India, November 21, 1854 in Great Britain and Outram, *Oude*, 3.

successor Colonel Outram, whose interventions had helped to perpetuate the decentralized and unwieldy "misrule" they purported to document. That archive was treated as neutral observation rather than as the predictable output of the treaty regime itself. The contractual constraints that fractured Oudh's revenue base, disabled its military, and systematically narrowed its administrative discretion disappeared from view, replaced by a narrative of royal negligence and inherent decay.

When annexation came on 7 February 1856, it did not take the form of a negotiated cession or the aftermath of a decisive military victory. It arrived through a unilateral Proclamation declaring that though the British have "faithfully, constantly, and completely" fulfilled their obligations from the 1801 treaty, the rulers of Oudh have "deliberately and systematically violated" their end of the bargain which required the "establishment of such a system of administration as should secure the lives and property of the people of Oude."[44] Wajid Ali Shah, deprived of meaningful coercive power and boxed in by decades of dependency agreements, had no viable means of resistance. He published his own account, *Reply to the Charges Against the King of Oude*, but the political and legal groundwork had already been laid and Parliament was decided.[45]

Annexation, then, was not a break in Oudh's relationship with the Company but the culmination of it. For decades, the kingdom had financed British troops, surrendered territory as collateral for debt, and accepted an advisory apparatus that operated as an informal supervisory administration. These were not isolated political events but components of a contractual infrastructure that progressively transferred the practical elements of sovereignty away from the

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[44] Full text of the Proclamation found in Mcleod Innes, *Lucknow And Oude In The Mutiny* (1895), 314.

[45] Wajid ʿAli Shah, *Reply to the Charges Against the King of Oude* (J.F. Bellamy, at the Englishman Press, 1856).

Nawab. Dalhousie did not need a doctrine of conquest or a dramatic breach. The treaties themselves, their obligations, arrears, and engineered defaults, had already produced the conditions in which annexation could be framed as both legal and procedurally overdue. The Proclamation of 1856 was thus not the start of British rule in Oudh, but the final enforcement action of a regime built clause by clause, payment by payment, over nearly a century.

The Arc of Sovereignty-by-Contract in Oudh

The Company's initial move — pricing military protection as a billable service — set the terms for everything that followed. Once force was a commodity, arrears became structurally possible; once arrears were possible, territorial cession became a legible remedy; once territory became collateral, the performance framework that justified misrule had a foundation to build on. The Residency apparatus that followed narrowed administrative discretion while simultaneously producing the evidentiary archive — performance reports, complaints of misrule — that the performance framework required. Non-interference clauses and military caps together rendered the kingdom unable to meet the standards those reports measured it against. The contractual regime did not merely weaken Oudh; it restructured the legal environment so that default was the predictable outcome of the system itself.

Annexation in 1856 was therefore not a rupture but a final enforcement step. It was the point at which the logic of financial spiral and performance framework reached its endpoint. Dalhousie's Proclamation did not inaugurate British sovereignty; it ratified a distribution of authority whose architecture had been built clause by clause over a century. What Oudh makes visible is that empire could be assembled through the iterative application of contract forms that

made sovereignty divisible, conditional, and progressively transferable without a single decisive act of conquest.

Aden: Contract Without Encroachment and the Limits of Legal Infrastructure (1801–1914)

That a company, regardless of its sovereign behavior, relied heavily on contracts in Oudh is not particularly surprising. The contract was the language most familiar to the commercial machinery of the EIC. But Aden extends the argument beyond the Company. The Crown's reliance on stipendiary agreements, exclusivity clauses, and performance obligations in the Aden hinterland confirms that contractual instruments were not artifacts of commercial culture but components of a shared imperial legal repertoire, available to any actor operating within it. It also tests the framework's contingency claim directly: the same contractual infrastructure that produced annexation in Oudh persists across four decades in Aden without the accumulation sequence advancing, demonstrating that the constraint and durability properties of legal infrastructure can operate independently of the political conditions required to activate them. The case unfolds in four phases shown in the table below.

Table 5 - Authority Accumulation and Infrastructure of Aden.

Date(s)	Phase	Authority Accumulation	Legal Conceptual Infrastructure
1802-1839	**Contractual Entry**	Commercial privileges; jurisdictional exceptions; contractual claim to Aden (ultimately broken)	Treaty-based exchange established as the legitimate framework for territorial claims, including the precedent that contractual breach creates grounds for enforcement, though not inevitably conquest.
1839-1881	**Non-Erosive Agreements & Stipend Politics**	Stipendiary authority over multiple polities; limited jurisdictional transfers; advisory rights; occasional land cessions	Produces a stable contractual infrastructure without internal political encroachment that dispenses or withholds stipends based on contracted party's behavior; normalizes treaty practice as the default mode of regional governance
1881-1888	**Emerging External Sovereignty Controls**	Exclusivity clauses restricting foreign relations and territorial disposal; British veto over external sovereignty; territorial cession; expanded stipends; proto-protectorate "advice" obligations	Disaggregates sovereignty into internal and external domains, establishing British control over the latter as legally distinct from annexation.
1888-1914	**The Protectorate Turn & Legal Consolidation**	Regional authority over all foreign relations; unified protectorate obligations; administrative authority to renew, revise, and enforce protectorate treaties across leadership changes	Imposes a single legal regime across coastal Yemen; consolidates earlier contractual capacities into a formalized protectorate infrastructure that governs diplomacy and external security without annexation. Demonstrates that contractual infrastructure can produce durable regional authority without sovereignty erosion.

The Abdali dynasty, having asserted autonomy from the Zaydi Imamate, presided over a weakened port city caught between competing local claims: persistent Abdali-Yaffa rivalries, Wahhabi expansion to the north, and shifting Ottoman campaigns.[46] Despite a history as a

[46] R. J. Gavin, *Aden under British Rule, 1839-1967*, with Internet Archive (London : Hurst, 1975), 20, 24–26, http://archive.org/details/adenunderbritish0000gavi; David Ledger, *Shifting Sands: The British in South Arabia*

flourishing entrepot, by the late eighteenth century,[47] travelers routinely described it as a "wretched heap of ruins."[48] The Sultan's political fragility made British partnership attractive, but Company officers noted that he seemed to desire a closer alliance than they were authorized to form.[49] Britain's first interactions were thus more restrained than he might have hoped.

Contractual Entry and the 1838 Bond (1802-1839)

The earliest formal relationship between Britain and the Sultan of Lahej was diplomatic rather than contractual, consistent with the international agreements described in the Jurisdiction chapter. The 1802 Treaty of Amity and Commerce established the terms under which British-affiliated merchants could operate in Aden after the failed attempt to secure the inhospitable Perim Island. The agreement set customs rates, outlined mutual obligations, and defined jurisdiction in disputes involving British subjects. The only thing exchanged for money was a plot of land for a single building.[50] It was a reminder that the British Crown, who were directly managing these negotiations, not a company, did not immediately default to contracts of

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(Peninsular Pub. ; Distributed in UK, Europe, and North America by Scorpion Communications and Publications, 1983), 1, https://catalog.lib.uchicago.edu/vufind/Record/642099; Z. H. Kour, *The History of Aden, 1839-72* (F. Cass, 1981), 3, https://catalog.lib.uchicago.edu/vufind/Record/11179550.

[47] Hassan Saleh Shibab, "Aden in Pre-Turkish Times (1232–1538): The Arabian Entrepôt of the Western Asian Seas," in *Gateways of Asia: Port Cities of Asia in the 13th-20th Centuries*, ed. Frank Broeze, Comparative Asian Studies Series (Kegan Paul International in association with the Asian Studies Association of Australia ; Distributed by Columbia University Press, 1997), 25, https://catalog.lib.uchicago.edu/vufind/Record/2784613?sid=66498471.

[48] Shibab, "Aden in Pre-Turkish Times (1232–1538): The Arabian Entrepôt of the Western Asian Seas," 32; Gavin, *Aden under British Rule, 1839-1967* (London : Hurst, 1975), 15; Henry Salt, *A Voyage to Abyssinia: And Travels into the Interior of That Country, Executed under the Orders of the British Government, in the Years 1809 and 1810; in Which Are Included, an Account of the Portuguese Settlements on the East Coast of Africa, Visited in the Course of the Voyage; a Concise Narrative of Late Events in Arabia Felix; and Some Particulars Respecting the Aboriginal African Tribes, Extending from Mosambique to the Borders of Egypt; Together with Vocabularies of Their Respective Languages* (F. C. and J. Rivington, 1814), 106, https://catalog.lib.uchicago.edu/vufind/Record/1472397?sid=75351524.

[49] Quoted in Scott S. Reese, "2. Aden, the Company and Indian Ocean Interests," *Imperial Muslims : Islam, Community and Authority in the Indian Ocean, 1839-1937*, January 1, 2017, 43–44, https://research.ebsco.com/linkprocessor/plink?id=70a94549-3bac-3a35-9bb1-a2e53e3eefdf.

[50] Treaty of Commerce concluded with the Sultan of Aden 1802, in Aitchison, *A Collection of Treaties, Engagements, and Sanads Relating to India and Neighbouring Countries.*, 11:119–21.

purchase. What it did establish was the basic form of engagement in Aden: formalized agreements rather than military coercion**.**

Little appears in the historical record about British activity in Aden between 1802 and the city's violent capture in 1839. Contemporary travelers described Aden as dilapidated, specifically "wretched" in 1809 and again in 1835, and only one additional agreement is noted —an arrangement to station a British Resident in Sanáa to protect merchants trading there. [51] For the most part, British attention was elsewhere. The Crown was preoccupied with France and European wars, while the East India Company concentrated on consolidating its sovereign presence in India.

Meanwhile, the region to Aden's north was unsettled by Ottoman campaigns, Wahhabi expansion, and a series of internal conflicts.[52] Although these struggles heightened Aden's strategic importance, they did not prompt any new British agreements beyond the 1802 treaty. Only when British commercial and strategic interests began to align did Aden become a serious imperial objective.[53]

By the 1830s, the rise of the steamship magnified Aden's importance. Steam vessels traveling between India and Britain lacked sufficient coal capacity for an uninterrupted journey, making coaling stations essential. Aden, already familiar to British merchants and reliably positioned in the Red Sea route, became an attractive site.[54] At the same time, intelligence

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[51] R. L. Playfair, "A History of Arabia Felix or Yemen, from the Commencement of the Christian Era to the Present Time; Including an Account of the British Settlement of Aden," Education Society's Press, 1859, 11; Reese, "2. Aden, the Company and Indian Ocean Interests," 45.

[52] Gavin, *Aden under British Rule, 1839-1967* (London : Hurst, 1975), 24–26.

[53] Harvey Sicherman, *Aden and British Strategy, 1839-1968*, Foreign Policy Research Institute. Research Monograph Series, No. 12 (Foreign Policy Research Institute, 1972), https://catalog.lib.uchicago.edu/vufind/Record/1932122?sid=66639774.

[54] Reese, "2. Aden, the Company and Indian Ocean Interests," 40; Pieragostini, *Britain, Aden, and South Arabia: Abandoning Empire* (St. Martin's Press, 1991), 21–22, https://catalog.lib.uchicago.edu/vufind/Record/1162337.

reached the Crown that Muhammad Ali might attempt to expand his rule across the Arabian Peninsula. Until that point the Pasha, who once operated as a general for the Ottomans but now independently controlled territory from Syria to Egypt, never made it past the Zaydi Sultanate just north of the Lahej. Whether or not such an advance was likely, the British took the possibility seriously and sought to prevent Aden from falling into the hands of a rival imperial power. [55]

These strategic pressures had been building for over a decade; but the immediate occasion for action came from a much smaller incident: the plunder of a ship carrying the niece of the Nawab of the Carnatic. The affront demanded response, but the British, still inclined to avoid major military action in Yemen, chose negotiation first. Captain Stafford Bettesworth Haines, who had previously surveyed the southern Arabian coast and was familiar with Aden, was dispatched "to endeavour to obtain the place by purchase, in order that British commerce in the Red Sea might be placed on safer footing…and that a secure coal depôt…might be established."[56]

In 1838 Haines negotiated an agreement transferring Aden to the British in exchange for a yearly stipend to the Sultan. But the settlement unraveled almost immediately when the Sultan's son repudiated the treaty, asserting that his authority superseded his father's. When the British returned to take possession, they were refused entry. This mutinous turn pushed the Crown from negotiation to force. Aden was bombarded in January 1839; the Sultan and his son submitted; and the incident concluded with a Peace Treaty that did not explicitly cede Aden but

[55] Pieragostini, *Britain, Aden, and South Arabia: Abandoning Empire* (St. Martin's Press, 1991), 21–22.
[56] Playfair, "A History of Arabia Felix or Yemen," 162.

clearly assumed its transfer. In effect, the combination of the 1838 agreement and the 1839 enforcement action constituted cession.

R. L. Playfair, Assistant Political Agent at Aden 1854-62, and author of a history of Yemen published during his tenure, quotes Ahmed bin Muhsin, who declared before the assault: "I am above my father and you. If you come to the gate I will permit you to enter, and then be upon your head; such is the law of the Bedouins."[57] His defiance captured the moment perfectly: a negotiated transfer, repudiated; a contractual claim, unmet; and an imperial power ready to enforce the bond it believed it had secured.

Non-Erosive Agreements and Stipend Politics (1839-1870's)

The acquisition of Aden ended not with a comprehensive settlement but with a narrow territorial foothold secured through a mixture of negotiation, repudiation, and coercion. What followed diverged sharply from the trajectory seen in Oudh. Rather than using the foothold as a basis for steady authority expansion, Britain spent the next four decades relying on limited, transactional agreements that managed insecurity without meaningfully eroding local sovereignty. Here, the contract created a legal infrastructure that did not immediately generate colonial incorporation.

Once Aden was taken, British officials confronted a landscape of persistent raiding and inter-tribal conflict**.** Traders moving into or out of the settlement were routinely attacked, undermining Haines's goal of making Aden viable as a commercial and laboring hub.[58] The immediate response was a surge of agreements with neighboring groups: Abdali (Lahej), Yaffa, Aqrabi, Fadhli, Haushebi, Subaihi, and Abadi leaders all entered treaties promising to open

[57] Playfair, "A History of Arabia Felix or Yemen," 163.

[58] Reese, "2. Aden, the Company and Indian Ocean Interests," 41.

roads, prevent plunder, or maintain peace. These instruments managed insecurity without widening British authority, establishing a pattern in which written commitments stabilized relations but did not alter the distribution of power. Within these agreements were stipends, exchanging regular payments for cooperation.[59] Reflecting the region's complex political geography, Britain often contracted not only with sultans but with sheikhs of constituent subgroups, a practice that looks redundant under modern state assumptions but was essential for securing compliance.

Yet these agreements did not pacify the region. Parties to the treaties continued to raid Aden and to fight one another. Through the 1840s and 1850s, stipends were repeatedly revoked and reinstated as violence ebbed and surged. The recurrence of these narrowly scoped agreements, each addressing a discrete episode of raiding or conflict, reinforced a treaty rhythm that prioritized local security over structural change. Playfair speculated that the Sultan of Lahej sometimes encouraged unrest among neighboring groups to present Abdali loyalty in a more favorable light.[60] Whether or not this was true, Britain's treaty practice suggests it found Abdali partnership strategically useful: despite regional volatility, the Abdali remained the primary contracting counterpart**,** receiving stipends and signing agreements aimed at securing trade routes rather than transferring authority.[61]

Histories of Aden have often treated British military expeditions and punitive raids in the hinterland as evidence of a creeping, if informal, extension of colonial control. Such readings risk conflating episodic coercion with jurisdictional or sovereign transformation. What the theory

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[59] The agreements across the tribes can be found in Aitchison, *A Collection of Treaties, Engagements, and Sanads Relating to India and Neighbouring Countries.*, 11:124, 140, 152, 158, 173.

[60] Playfair, "A History of Arabia Felix or Yemen," 168.

[61] The British signed three more treaties with the Abdali, in 1843, 1844, and 1849, see: Aitchison, *A Collection of Treaties, Engagements, and Sanads Relating to India and Neighbouring Countries.*, 11:125–31.

developed in Chapter Two clarifies is that force and legal infrastructure are not alternatives — they operate in relation to one another. In Aden, force functioned as an infrastructural corrective: deployed not to replace existing agreements with direct rule but to restore the conditions under which contractual governance could continue. Intervention was repeatedly framed as exceptional, temporally bounded, and politically undesirable, and was followed not by administrative absorption but by renewed reliance on contracts, stipends, and mediation through local rulers.[62] The treaty architecture already in place supplied the legal conditions under which force could be deployed as enforcement rather than conquest, not by explaining the action after the fact, but by having already established what compliance required and what breach authorized.

A small number of treaties introduced jurisdictional provisions. An 1843 agreement stated that British subjects accused of crimes would be handed to Aden authorities while Abdali subjects would return to the Sultan's jurisdiction (a clause repeated in 1849).[63] These were the only intrusions into Lahej's internal governance, aligning with the broader argument made in the Jurisdiction chapter: jurisdiction was a primary legal vector of imperial reach, even when used sparingly. The agreements otherwise remained narrowly scoped: trade, roads, and occasional cessions of land. The rare jurisdictional carve-outs did not accumulate into a broader administrative presence; they remained isolated provisions that sat atop an otherwise transactional treaty landscape.

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[62] Kour, *The History of Aden, 1839-72*, Ch. VII, 185-212.

[63] Treaty of Peace entered into by Sultan Mohsin Fadthl 1843, and Treaty of Commerce concluded with the sultan of Lahej 1849, found in Aitchison, *A Collection of Treaties, Engagements, and Sanads Relating to India and Neighbouring Countries.*, 11:125–26, 128–31.

Beyond the Abdali, Britain negotiated with other groups primarily to contain instability. The Aqrabi, who were often aligned with the Fadhli against both Aden and the Abdali, concluded a "friendship" treaty after the British blockaded their port at Bir Ahmed. Six years later, the Aqrabi agreed not to sell, lease, or cede part of their territory to any foreign power without British consent, in exchange for a stipend. [64] This early exclusivity clause is striking because it emerged as a stand-alone restriction, detached from any parallel effort to reshape internal governance. It is an indicator that the form of later protectorate law was appearing without its usual administrative content.

A few years later, the Aqrabi sold the same land to the British and restated the exclusivity clause regarding adjacent territory.[65] The Fadhli, for their part, did not sign agreements after the 1839 treaty until 1867, when they promised to keep roads open as originally pledged in the first agreement.[66] Around the same time, the British signed anti-slave-trade treaties with Makulla and the Lower Aulaki.[67] Such agreements were common in Britain's global diplomacy but comparatively rare in Yemen.

Across these four decades, British authority in the Aden hinterland expanded not through annexation or cumulative transfers of sovereign power but through repeated, narrowly tailored agreements that managed insecurity without restructuring governance. Aden produced a dense

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[64] Agreement by the Sheikh and Elders of the Akrabi Tribe with the Governor 1857, and Agreement between the Chief of the Akrabi Tribe and the Govenor 1863, in Aitchison, *A Collection of Treaties, Engagements, and Sanads Relating to India and Neighbouring Countries.*, 11:159–61.

[65] Engagement between the Shiekh of the Akrabi Tribe and the Govenor for the sale of Little Aden 1869, in Aitchison, *A Collection of Treaties, Engagements, and Sanads Relating to India and Neighbouring Countries.*, 11:161–62.

[66] Agreement of the Fadthli Chief consenting to the residence of a son at Aden 1867, in Aitchison, *A Collection of Treaties, Engagements, and Sanads Relating to India and Neighbouring Countries.*, 11:154.

[67] Agreement with the Aulaki Chiefs for the suppression of the slave-trade 1855, and Engagement by the Nakib of Mokalla for the abolition of the slave-trade 1863 in Aitchison, *A Collection of Treaties, Engagements, and Sanads Relating to India and Neighbouring Countries.*, 11:165, 179.

treaty record and a substantial contractual infrastructure, yet that infrastructure did not function as a ladder toward incorporation. Instead, the British governed through inducement rather than absorption, a pattern that stands in sharp contrast to the accumulation pathways visible in Oudh, Sierra Leone, or the Cape Frontier.

By the late 1870s, however, the texture of these agreements began to change. Provisions restricting the alienation of territory or the making of foreign agreements—first appearing sporadically and then more consistently—signaled a shift from stipendiary arrangements to controls over external sovereignty. These clauses did not yet amount to formal protectorate status, but they marked the point at which Britain's transactional security agreements began to harden into a proto-protectorate logic, setting the stage for the more systematic reorganization that followed in the 1880s.

Unlike Oudh, Aden's treaty history does not produce cumulative erosion of internal sovereignty. Its accumulation operates along a different axis entirely — and that difference is analytically significant rather than a qualification of the framework. Across four decades, repeated stipendiary agreements, road-opening obligations, and narrowly framed jurisdictional clauses established Britain as the indispensable contractual partner in a fragmented political environment. These instruments transferred the same authority repeatedly rather than expanding into new domains — but repetition was itself the mechanism. Each stipend payment deepened financial dependency, habituating local rulers to Britain as the indispensable resource-dispensing counterparty and making withdrawal an increasingly costly threat. What accumulated was therefore not a widening portfolio of sovereign functions but something the theory identifies as genuinely infrastructural: the normalization of written obligation as the default mode of political relationship, the affirmation of Britain's role as regional arbiter, and the rendering of later claims

over external sovereignty both thinkable and legally legible. This is precisely what the durability and constraint properties of infrastructure predict — not that accumulation must produce administrative encroachment, but that it structures the terrain on which subsequent moves become available. When exclusivity clauses appear in the late 1870s and early 1880s, they do not introduce a new logic; they crystallize one that decades of agreements had already deposited. Conceptual normalization is not a weaker form of infrastructural work. It is one of its two primary modes.

Emerging External Sovereignty Controls (1881-1888)

By the late 1870s, the character of Britain's treaty-making around Aden began to shift. Through the 1860s and 1870s, agreements with the surrounding polities continued to revolve around familiar themes: stipends, open roads, and trader protection.[68] But toward the end of the decade, a different kind of clause began to appear: provisions restricting the ability of local rulers to dispose of territory or negotiate with outside powers.

The first clear example was the 1881 Abdali agreement, which prohibited the Sultan from selling, leasing, or otherwise transferring territory "to any other State" without British consent.[69] The clause did not alter internal governance, nor did it proclaim a protectorate; instead, it quietly asserted British control over the Sultan's external sovereignty. It was a hinge provision—narrowly drafted, but conceptually significant. By the mid-1870s, the steady recurrence of these small-scale agreements had normalized Britain's role as the contractual counterparty for the

[68] Examples in Aitchison, *A Collection of Treaties, Engagements, and Sanads Relating to India and Neighbouring Countries.*, 11:91–193.

[69] Agreement with the Abdali, placing the Subaihi under their control 1881, in Aitchison, *A Collection of Treaties, Engagements, and Sanads Relating to India and Neighbouring Countries.*, 11:135–37.

region, producing a kind of relational authority even in the absence of deeper administrative encroachment.

From this point forward the treaty record becomes far more revealing. In February 1882, the Abdali Sultan concluded a much larger agreement with the Political Resident at Aden, formally ceding territory north of the Aden peninsula "forever" to the British Government and binding himself and his successors from making "any claim hereafter" over it.[70] The treaty blended cession with stipend politics: Britain paid a lump sum and sharply increased the monthly subsidy in exchange for permanent territorial transfer. Although framed as a sale, the agreement extended British authority in a form structurally indistinguishable from annexation.

That same year, the British concluded a second agreement—this time with Abdalla bin Umar al-Kayti, ruler of Shihr and Mukalla. The treaty imposed an explicit exclusivity regime, prohibiting al-Kayti from selling, mortgaging, or otherwise disposing of territory to "any person or Power other than the British Government," and required him to "abide by the advice, and conform to the wishes, of the British Government in all matters relating to his dealings with neighbouring Chiefs and with Foreign Powers."[71] With this clause, the British acquired something more than external sovereignty control: they secured a contractual right to shape the ruler's diplomacy and regional politics, an arrangement that approaches a protectorate in all but name.

The final step came in 1886, when the Sultan of Socotra signed a treaty whose language matches the standard protectorate formula used two years later across southern Arabia. Article I

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[70] Agreement with the Abdali Sultan for the purchase of Shaikh 'Othman, etc. 1882, in Aitchison, *A Collection of Treaties, Engagements, and Sanads Relating to India and Neighbouring Countries.*, 11:137–39.

[71] Agreement granting stipend to the Nakib of Mokalla 1882 in Aitchison, *A Collection of Treaties, Engagements, and Sanads Relating to India and Neighbouring Countries.*, 11:182–83.

committed Britain to extend "the gracious favour and protection of Her Majesty the Queen-Empress," while Article II forbade any correspondence or treaty with foreign powers without British sanction.[72] Unlike earlier agreements, this instrument made the logic explicit: protection in exchange for exclusive diplomatic control.

Taken together, these agreements mark the quiet emergence of a proto-protectorate system in the Aden hinterland. Unlike the stipendiary treaties of the preceding forty years, the instruments of 1881–1886 claimed authority over the external relations of the polities involved and, in some cases, transferred territory outright. The large 1888 wave did not inaugurate a new order so much as consolidate an architecture whose components were already in place: exclusivity, territorial cession, and British control over foreign dealings.

The Protectorate Turn and Legal Consolidation (1888-1914)

In 1888, a wave of protectorate treaties swept across the coastal polities of southern Arabia. In form and language, these agreements mirrored the standardized protectorate template the British were deploying across Africa and the Indian Ocean during the same moment. Each declared that "the British Government…undertakes to extend to [Name of Polity] and its dependencies the gracious favour and protection of Her Majesty the Queen-Empress," and prohibited the signatory from entering into any correspondence or agreement with foreign powers without British consent.[73]

In a single year, ten such treaties were concluded, bringing nearly the entire chain of coastal polities into a formalized protectorate relationship. Lahej, Britain's oldest treaty partner

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[72] Protectorate Treaty with the Sultan of Socotra and Kishn, 23 April 1886 in Aitchison, *A Collection of Treaties, Engagements, and Sanads Relating to India and Neighbouring Countries.*, 11:225–27.

[73] Examples such as the 1888 Socotra agreement, Protectorate Treaty with the Mahri Tribe 1888, and others can be found in Aitchison, *A Collection of Treaties, Engagements, and Sanads Relating to India and Neighbouring Countries.*, 11:91–193.

in the region, was the notable exception. Despite its long-standing contractual ties to Aden, the Abdali never signed a protectorate treaty. Their position remained governed by earlier agreements emphasizing stipends, advice, and exclusive dealing rather than the full suite of protectorate obligations.

The 1888 protectorates did not transform internal governance but instead consolidated British authority over external sovereignty, taking over the right to control foreign relations, commercial arrangements, and territorial dispossession. They also marked a shift from the selective, episodic treaties of the previous four decades to a uniform legal regime imposed across the coastal belt. What had been a patchwork of obligations became a standardized framework through which Britain exercised oversight while minimizing administrative investment.

Over the next fifteen years, the British moved to secure the remaining small polities that lay between the Ottoman frontier and the protectorate coastline. After setting a border with Turkey, the British needed to ensure stability in the hinterland. They needed to not only maintain contact between Aden and the newly delimited border lands, but also ensure the durability of the Anglo-Turkish border agreement by preventing cross-boundary quarrels between local polities.[74] These small border communities squeezed between imperial powers) were gradually incorporated into the protectorate system. In several cases, earlier protectorates were renegotiated when leadership changed. Two Wahidi sub-polities signed new protectorate treaties in 1895 and 1896; the Haushebi did so again in 1914.[75] These resigning's reflected not a change

[74] R. J. Gavin, *Aden under British Rule, 1839-1967* (Hurst, 1975), 227, https://catalog.lib.uchicago.edu/vufind/Record/69407?sid=75351656.

[75] These treaties can be found in Parry, *Consolidated Treaty Series, 1648-1919*, vol. 181, p. 132; vol. 182, p. 480; vol. 220, p. 321.

in legal structure, but the treaty practice of revising agreements upon succession and, likely, opportunities to adjust stipends or formalize new lines of recognition.

By the early twentieth century, nearly every polity surrounding Aden had entered the protectorate system. The legal transformation was therefore not cumulative in the manner of Oudh; it was consolidative as a regional imposition of a single legal form. The protectorate treaties created a stable architecture through which Britain managed diplomacy, trade, and external security across southern Arabia without annexation or internal administrative rule.

The Infrastructural Pattern of Contracts Beyond the Company

Aden's treaty history does not trace a cumulative arc of sovereignty erosion but a pattern of vertical deepening within a single authority domain. Stipendiary agreements, road-opening provisions, and jurisdictional carve-outs did not expand into new sovereign functions with each iteration; they reinforced the same dependency relationship, habituating local rulers to Britain as the indispensable contractual counterparty and making withdrawal an increasingly costly threat. What accumulated was not a widening portfolio of authorities but something the infrastructure framework identifies as equally consequential: the normalization of written obligation as the default mode of political relationship, and the rendering of later claims over external sovereignty both thinkable and legally legible.

When Britain imposed the protectorate regime in 1888 it did not introduce a new logic; it overlaid a formal template onto a region the prior decades had already structured. The infrastructural work had been done, not through annexation or administrative encroachment, but through the constraint and durability properties of contractual infrastructure operating within a single domain. Aden therefore demonstrates a second mode of contractual governance: the die loaded without ever being thrown.

Contract as Infrastructure Not Outcome

This chapter has argued that contracts functioned in British imperial expansion not merely as instruments of agreement but as legal infrastructures capable of reorganizing sovereignty over time. By isolating contract as a legal form, distinct from jurisdictional doctrines or protectorate law, it has shown how written exchanges of money, force, land, and obligation could restructure political authority without the immediate appearance of conquest. What contracts offered imperial actors was not simply leverage, but a repeatable mechanism for making sovereignty divisible, conditional, and enforceable.

The featured cases of Oudh and Aden clarify both the power and the limits of this infrastructure. In Oudh, contractual logics were actively mobilized toward accumulation. Subsidy treaties commodified military force; arrears transformed fiscal obligation into territorial collateral; and misrule emerged not as a discovery but as a legal effect of performance standards embedded in treaty design. Annexation in 1856 was thus not a rupture but the final enforcement action of a system that had already redistributed the practical components of sovereignty. The contract did not merely justify conquest after the fact, but also produced the conditions under which conquest could be framed as lawful, necessary, and overdue.

Aden demonstrates a different dynamic. There, contracts generated durable legal capacity without internal political absorption. For decades, stipendiary agreements, road-opening clauses, and narrowly scoped jurisdictional provisions stabilized commerce and security while leaving domestic authority intact. Even repeated contract violations did not automatically trigger incorporation. Instead, the British treated a breach as an opportunity for renegotiation rather than annexation. What accumulated in Aden was not sovereignty but a treaty infrastructure: a regional order in which Britain became the indispensable contractual counterparty and eventual arbiter of external relations. When protectorate law was imposed in 1888, it did not emerge organically

from incremental erosion but was layered atop an already normalized practice of contractual governance.

Taken together, these cases underscore an important claim of the dissertation: legal infrastructures do not determine political outcomes on their own. Contracts create opportunities for authority accumulation, but whether those opportunities are taken depends on imperial strategy, political appetite, and external context. The same legal form that facilitated annexation in Oudh sustained non-encroaching governance in Aden for nearly half a century. This variability is precisely what makes the contract analytically powerful. It reveals empire not as a linear process driven by doctrinal inevitability, but as a set of legal capacities selectively activated over time.

This chapter also expands the geographic and institutional scope of the dissertation. It demonstrates that contractual logics were not confined to chartered companies or commercial frontiers, nor were they limited to any single imperial region. From North India to southern Arabia, contracts structured imperial relationships by translating political authority into legible, enforceable obligations. They provided a legal vocabulary through which violence could be priced, protection could be sold, and governance could be assessed as performance.

The implications extend beyond these cases. Contracts sit alongside jurisdictional doctrine and maritime law as one of the core infrastructures through which British imperial authority was assembled. They show how empire could advance through paperwork as much as through arms. Sovereignty could be hollowed out, stabilized, or reallocated through instruments that appeared technical, transactional, and even mundane. In the chapters that follow, this insight helps clarify why British imperial expansion so often moved through legal form rather than overt

conquest, and how different legal infrastructures interacted to produce uneven, contingent paths to colonial rule.

Chapter 5 - Upstream Empire: The Logic of Maritime Law, River Freedom, and Imperial Accumulation

The preceding chapters have traced how jurisdiction and contract law functioned as legal infrastructures of conquest. Jurisdiction accumulated authority by attaching law to persons, property, and boundaries. Contracts commodified sovereignty, transforming protection into a billable service and territorial cessions into collateral for debt. Each operated through written agreements that restructured political authority without the immediate appearance of territorial seizure. This chapter examines a third legal logic: the extension of maritime law upriver. Where jurisdiction and contract operated on land, reshaping the legal status of persons and political relationships, maritime law reconfigured space itself. By transplanting doctrines developed for oceanic governance onto rivers, the British transformed inland waterways into legal corridors through which imperial authority could flow. Rivers were recast not as extensions of territorial sovereignty, but as quasi-maritime spaces governed by universal principles of navigation. Once this transformation took hold, sovereignty no longer determined access to the river; access to the river determined sovereignty.

The British applied Grotius' logic of *mare liberum* systematically to rivers. In Sindh, officials explicitly invoked Vattel's discussion of passage through maritime straits to justify navigation rights along the Indus. In the Niger Delta, free trade on the river became the legal foundation for interventions that culminated in territorial incorporation. In both settings, rivers were governed not according to the discretion of the polities through which they flowed but according to principles that elevated (mostly commercial) circulation above sovereignty.

This transformation occurred in stages. Early agreements often acknowledged local control, granting navigation as a negotiated privilege. Over time, however, treaties began to

reframe river access as a matter of right rather than concession. Tolls were standardized, British agents stationed at key nodes, and disputes routed through imperial arbitration. By the 1880s, the Berlin Conference codified river-freedom in Africa as a principle of international law, subordinating treaty-recognized sovereignty to a higher-order norm. Local rulers who exercised control over rivers—even when such control had been recognized by earlier treaties—were now cast as obstructing a universal right.

This sequence from negotiated privilege to asserted right to international norm, is the core accumulation dynamic traced in this chapter. Each stage deposited durable residue that structured the terrain for the next: arrangements that persisted beyond the moment of signing, progressively narrowing local rulers' discretion without requiring continuous coercion. Sovereignty was not seized in a single act but eroded through the incremental installation of a legal environment in which circulation itself had become the primary object of authority.

The chapter proceeds through two extended case studies. Sindh (1758–1843) illustrates the doctrinal articulation of river freedom and its conversion into a mechanism of sovereignty capture. There, the East India Company transformed the Indus from a locally governed river into a quasi-maritime corridor, using navigation rights to justify deeper intervention and ultimately annexation. The Niger Delta and Niger River (1750s–1890s) shows how the same logic operated across a longer temporal arc and through Crown rather than Company authority. Beginning with coastal trade and abolition treaties, British authority moved incrementally upriver, first through stipendiary agreements, then through administrative consolidation, and finally through the imposition of free navigation doctrines that overrode existing treaty obligations.

For the Niger Delta case, the analysis is limited to polities that appear in treaties governing navigation, tolls, trade protection, or mobility. Coastal ports governed through

maritime trade regimes and interior polities incorporated through later conquest are excluded. This boundary isolates the legal mechanics by which maritime doctrines were extended inland, focusing on the Lower Niger and its upstream extensions where British authorities most consistently articulated river navigation as a universal right rather than a bilateral concession.

Where the Nigerian treaties naturalize river navigation as a taken-for-granted right, Sindh provides the doctrinal articulation of the same move. Together, they show that the British did not merely regulate rivers pragmatically but transformed them as maritime spaces in legal terms. Rivers became sites where sovereignty was displaced before it was extinguished, where the regulation of movement converted into the foundation for territorial control. Alongside jurisdiction and contract, maritime law completes a picture of empire built through a legal mechanism of accumulation and infrastructure deposit via treaty, rather than force alone.

Sindh: River Freedom, Maritime Recasting, and the Displacement of Sovereignty (1758–1843)

Situated just north from what is today Gujarat, Sindh was located at a nexus of power. To the south and east were Indian powers (the Mughal Empire and subsequent Maratha Confederacy) to the north were the Afghans and Sikhs, and to the west the Persians. Sindh's position subordinated it to the greater politics of power players in the region. Not only did the land itself act as an important geostrategic buffer, the Indus River, running through Sindh from northern Punjab and Sikh territories, became a vital highway for trade and transport. Though the larger dynamics of regional rivalry among Afghan, Sikh, and Persian power were the proximate occasion for Sindh's eventual annexation to British India, the series of events leading to annexation were always framed within the contexts of legal treaties, rights to river access, and governance. Major-General Charles James Napier claimed that he and Governor-General, Earl

Ellenborough, were justified to take over Sindh due to the legal agreements signed by their predecessors, that they were "here by the right of treaties."[1]

Sindh is an exceptionally clear example of the application of *mare liberum* to riverine contexts. A letter to Resident Henry Pottinger explicitly invoked Vattel's discussion of the right of passage through straits connecting two seas, deploying a maritime formulation of universal navigation to justify access along the Indus River.[2] This language shows clearly a manipulation of control through the logic of universal law. Treaties regarding river access and customs and duties are grounding points for all of the British interactions with Sindh's ruling Amirs. As illustrated in the table below, treaties outright transferring riverine authority are supported both before and after by legal transformations regarding mobility rights and incorporates contract law to manufacture grounds for a breach and in turn annexation.

[1] Khera, *British Policy towards Sindh, up to the Annexation, 1843*, 51.
[2] Khera, *British Policy towards Sindh, up to the Annexation, 1843*, 23.

Table 6 - Authority Accumulation and Infrastructure of Sindh.

Date(s)	Phase	Authority Accumulation	Legal Conceptual Infrastructure
1809-1820	**Mobility Exclusion and Buffer-State Incorporation**	Restricts foreign presence and external relations, integrating Sindh into a British security perimeter.	Exclusivity established as legal baseline; foreign presence requires British consent, thus converting Sindh's external sovereignty into a managed rather than independent domain.
1820s-1836	**River Authority and the Maritime Recasting of Inland Space**	Secures Indus navigation, standardizes tolls, stations British agents, and supervises circulation.	Recasts the river as quasi-maritime space governed by universal navigation principles; sovereignty follows circulation.
1838-1841	**Securitization of Circulation beyond the river channel**	Controls strategic nodes, troop movement, and logistics through protection agreements and the occupation of ports and river forts.	Security of circulation established as a British responsibility, making intervention in Sindhi territory narratable as order-maintenance rather than encroachment.
1843	**Annexation as Enforcement**	Military conquest justified through failure to maintain order compatible with established circulation regimes	Annexation framed as enforcement of an existing legal order rather than conquest.

Seen together, these phases show how the Company's legal posture toward Sindh moved from commercial engagement to mobility control, then to river governance, and finally to the enforcement of a circulation regime through protection agreements. Once the Company controlled river circulation and embedded exclusivity clauses into those agreements, annexation became a legally narratable outcome.

Sindh is featured here as an instance in which control over river circulation preceded and structured the capture of sovereignty. Long before territorial conquest, the East India Company transformed the Indus from a locally governed river into a regulated corridor of imperial movement. Treaties did not merely express political relations; they embedded British authority at chokepoints along the river, converting navigation, tolls, and transit into instruments of governance. In Sindh, sovereignty was first displaced along the river before it was extinguished on land.

The following section introduces the early interactions with the Amirs of the region before turning to the accumulations and transformations that constitute the building of the infrastructure of conquest.

Mobility Exclusion and Buffer-State Incorporation (1809–1820)

Prior to the nineteenth century, British interactions with Sindh were intermittent and commercial. Limited access to trade in Sindh's port cities was obtained in the mid-eighteenth century through imperial orders issued by the Kalhora ruler Ghulam Shah. Between 1758 and 1761, the Company received a series of *parwanas* granting trade exclusivity and exemptions from customs duties.[3] These permissions authorized commerce but did not permit residence, enforcement, or administrative presence. British authority at this stage remained revocable and provisional, consistent with the Company's broader pattern of early commercial engagement in South Asia.[4]

Sindh itself occupied a politically fragmented and externally subordinated position. Following the Persian invasion of 1739, the province was compelled to pay tribute first to Persia and, after Nader Shah's assassination, to the Durrani Afghan Empire.[5] Local rulers retained control over internal affairs but operated within a layered framework of imperial obligation. This condition of divided authority and external dependence would later render British "protection" intelligible as a substitution of patrons rather than an abrupt rupture of sovereignty. In all, these eighteenth century encounters did not themselves accumulate authority; they matter here only

[3] These treaties all appear in C. U. Aitchison, ed., *A Collection of Treaties, Engagements, and Sunnuds Relating to India and Neighbouring Countries*, 1st ed., vol. 7 (Savielle and Cranenburgh, 1865), 15–24.

[4] Mumtaz Husain Pathan, *Talpurs in Sindh (1783-1843)* (Endowment Fund Trust, 2017), 143–44.

[5] Khera, *British Policy towards Sindh, up to the Annexation, 1843*, 3.

insofar as they mark the baseline against which the 1809–1820 mobility exclusions became legally meaningful.

British interest in Sindh intensified at the turn of the nineteenth century as European and regional geopolitics reshaped Company security concerns. Fears of a French overland advance toward India, sharpened by the 1807 Franco-Russian treaty, prompted the Company to consolidate buffer zones along India's western approaches. While outer layers of this defensive architecture were sought through relations with Persia and Afghanistan, Sindh increasingly came to be viewed as an inner line of defense.[6] At the same time, political authority within Sindh was distributed across multiple Talpur rulers, with Mir Futh Ali Khan in Hyderabad and parallel regimes in Kheirpur and Mirpur. [7] This fragmented structure required the Company to engage Sindh through repeated and differentiated diplomatic encounters.

As Matthew Cook argues, treaties with Sindh up to the early 1830s largely reflected the Company's commerce-oriented posture.[8] It is not until later agreements that the treaties increasingly tracked the Company's administrative and strategic preoccupations as Sindh became legible within Great Game politics. Likewise, a Sindh historically unamenable to British presence, saw an opportunity to defend against an Afghan invasion.[9] This strategic reorientation started to be seen at the turn of the century with the first formal security treaties between the Company and Sindh. The August 22, 1809 agreement, consisting of four brief articles, declared "eternal friendship" and established regular diplomatic communication, but its most

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[6] Khera, *British Policy towards Sindh, up to the Annexation, 1843*, 7.

[7] Aitchison, *A Collection of Treaties, Engagements, and Sunnuds Relating to India and Neighbouring Countries*, 7:2.

[8] Matthew A. Cook, *Annexation and the Unhappy Valley: The Historical Anthropology of Sindh's Colonization*, European Expansion and Indigenous Response, volume 19 (Brill, 2016), 25, https://catalog.lib.uchicago.edu/vufind/Record/10485775?sid=75450059.

[9] C L Mariwalla, *Essays On British Policy Towards Sindh Upto The First Afghan War 1839*, 2024 [1947], 18.

consequential provision barred the establishment of French residents in Sindh.[10] A November 1820 treaty reinforced this restriction by extending it to all Europeans and Americans.[11] These agreements did not transfer territorial authority or introduce British administration; instead, they erected a legal perimeter around Sindh by constraining its discretion over foreign presence. This constraint operated both commercially and strategically, barring competing merchants as well as adversarial parties.

Taken together, the 1809 and 1820 treaties marked the Company's first durable accumulation of authority in Sindh. By excluding rival European powers, the Company established a form of residential monopoly, integrating Sindh into a layered British defense system and initiating a legal infrastructure oriented toward security rather than governance. Authority accumulation at this stage remained limited and negative in form, operating through exclusivity and exclusion rather than direct control. Nevertheless, the treaties established a precedent that river governance would later extend: that movement through Sindh, whether of persons or vessels, required British consent. The maritime recasting of the Indus built on this foundation rather than departing from it.

River Governance and the Maritime Recasting of Inland Space (1820s-1836)

By the 1820s, the Company's attention in the northwest had shifted away from rival European powers and toward the regional ambitions of Maharaja Ranjit Singh of the Sikh Empire. Following the collapse of Durrani authority, Ranjit Singh claimed succession to Afghan rights in the region, including entitlement to the tribute long paid by Sindh. His interest in

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[10] Treaty with the Ameers of Sindh, 22 August 1809 in Aitchison, *A Collection of Treaties, Engagements, and Sunnuds Relating to India and Neighbouring Countries*, 7:34–35.

[11] Treaty concluded with the Ameers of Sindh, 9 November 1820 in Aitchison, *A Collection of Treaties, Engagements, and Sunnuds Relating to India and Neighbouring Countries*, 7:35–36.

Shikarpur—Sindh's northern commercial hub and a key node linking riverine and overland trade—posed a persistent threat to the Amirs. In 1825, Sikh forces advanced toward the city before withdrawing due to scarcity in the city (making conquest less desirable), but the episode underscored both the fragility of Sindh's position and the strategic importance of controlling routes of movement along the Indus.[12]

For the Company, however, the immediate situation in Sindh appeared tolerable. After brief troubles regarding a shared interest in the territory of Cutch, British relations with Sindh stabilized. The buffer-state arrangement remained intact, formal non-interference persisted, and British priorities lay elsewhere.[13] What increasingly drew attention was not territorial acquisition but circulation. Sindh sat astride the Indus River, which connected the Arabian Sea to Punjab, Bahawalpur, and beyond. As Cook notes, in this period the Company still functioned primarily as a commerce-oriented institution, and its engagement with Sindh was framed in terms of trade, navigation, and market access—even as these concerns were increasingly inflected by Great Game anxieties about Russian influence.[14] The opening of the Indus promised not only commercial benefit but also geopolitical leverage by redirecting flows of trade and influence away from Central Asian routes associated with Russia.

This reorientation crystallized after an 1831 exploratory mission up the Indus. It was framed publicly as a logistical and gift-giving mission to Ranjit Singh, but the journey up the Indus functioned as a systematic survey of the river and its political environment.[15] The

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[12] Khera, *British Policy towards Sindh, up to the Annexation, 1843*, 9–10.

[13] Robert A. Huttenback, *British Relations with Sind, 1799-1843 : An Anatomy of Imperialism*, with Internet Archive (Berkeley : University of California Press, 1962), 13–18, http://archive.org/details/britishrelations0000hutt; Khera, *British Policy towards Sindh, up to the Annexation, 1843*, 10.

[14] Cook, *Annexation and the Unhappy Valley*, 25.

[15] Pathan, *Talpurs in Sindh (1783-1843)*, 153–54; Khera, *British Policy towards Sindh, up to the Annexation, 1843*, 11.

expedition gathered detailed information on navigability, currents, tributaries, anchorage points, and the locations of settlements and fortifications along the banks. As Khera notes, the intelligence collected through this mission directly informed subsequent policy, leading British authorities to conclude that the Indus could be opened as a continuous commercial artery linking the Arabian Sea to Punjab and beyond.[16] The survey rendered the river legible as an object of administration: its physical characteristics could now be mapped, its bottlenecks identified, and its regulation standardized. This transformation from unknown terrain to measured corridor laid groundwork for the Company's later insistence that navigation rights were not a matter for negotiation but an entitlement capable of immediate enforcement.

The conclusion was clear: opening the Indus to navigation would bind Sindh more tightly into British commercial networks while simultaneously reshaping the balance of power along the river corridor. Yet the prospect met uneven reception among the Sindh rulers. The Amir of Kheirpur was generally receptive, fearing Sikh encroachment and viewing British involvement as a potential counterweight. Hyderabad, by contrast, resisted. As the ruler who controlled Karachi and the mouths of the Indus, the Amir of Hyderabad occupied a pivotal position and was reluctant to surrender control over river access and customs.[17] Alternatively, this is the point when Meirpur falls away from the treaty record. Its absence reinforces the British emphasis on the Indus as Meirpur's territory was not on the river.

Faced with resistance from Hyderabad, British officials framed the opening of the Indus not as a negotiated concession but as a matter of right grounded in universal principles of

[16] Khera, *British Policy towards Sindh, up to the Annexation, 1843*, 12-14,18.
[17] Khera, *British Policy towards Sindh, up to the Annexation, 1843*, 21.

navigation. Instructions to Colonel Pottinger, charged with negotiating at Hyderabad, articulated the issue in starkly juridical terms:

> Whether he or any other state possessing only a portion of a stream has a right, either by prohibition or, what is tantamount to it, by the imposition of excessive duties, or by a connivance at a system of plunder by his subjects on the trader, to deprive all other people and states of an advantage which nature has given to all.[18]

Should the Amir seek compensation or conditions, Pottinger was instructed to reply that "when there exists a natural right and the power to enforce it both justice and reason reject all title to concession or compensation in return."[19] In this formulation, river access was removed from the realm of reciprocal bargaining and repositioned as a natural entitlement whose realization depended only on enforcement capacity. As discussed earlier, Pottinger's guidance explicitly drew on Vattel's discussion of passage through maritime straits, using terms such as "free navigation," and importing a universalist conception of navigation into a riverine setting.[20]

The result was a set of closely parallel treaties concluded in 1832 with Hyderabad and Kheirpur.[21] Each agreement proclaimed friendship and mutual non-covetousness, but their operative core lay in the opening of the Indus to commerce. The river was declared free for trade, with tolls to be regulated by agreement between the Company and Sindh authorities. Hyderabad's treaty included an additional provision prohibiting the transport of military stores and the sailing of armed vessels, further delimiting permissible uses of the river. Together, these provisions simultaneously expanded commercial circulation and restricted other forms of

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[18] Khera, *British Policy towards Sindh, up to the Annexation, 1843*, 23.

[19] Khera, *British Policy towards Sindh, up to the Annexation, 1843*, 24.

[20] Huttenback, *British Relations with Sind, 1799-1843*, 23.

[21] Treaty with Meer Roostum Khan, Chief of Kheirpore, 19 June 1832 and Treaty with the government of Hyderabad, in Sindh (and its supplement), 19 June 1832 in Aitchison, *A Collection of Treaties, Engagements, and Sunnuds Relating to India and Neighbouring Countries*, 7:37–41.

movement, effectively assigning the Company a decisive role in determining who and what could travel along the Indus.

The repetition of similar treaty provisions across Sindh was less a sign of stable agreement than of a standardizing project: British officials sought uniform navigation and duty regimes across a politically segmented landscape, using diplomatic leverage—especially the promise of restraining Sikh pressure—to secure parallel commitments from different courts over time.

The transformation deepened with the 1834 toll agreement. Duties were simplified and centralized at the river's mouth, the principal point of entry from the Indian Ocean. Most significantly, the treaty authorized the stationing of a Company representative "for the purpose of assisting in the realization of the Toll due to Sindh, and in the speedy and satisfactory adjustment of disputes."[22] This official reported not to the Amirs but directly to Pottinger. As Cook emphasizes, the introduction of uniform tolls and a single mediating authority stabilized trade by replacing a patchwork of local exactions with standardized procedures administered by a British agent.[23]

In legal as well as infrastructural terms, the toll-house functioned as a chokepoint. Every vessel entering Sindh's waters passed through a British-administered node where duties were assessed, disputes adjudicated, and passage regulated. Although these arrangements did not formally redraw territorial boundaries or proclaim annexation, they effected a deeper transformation: authority over the river was detached from territorial sovereignty and reconstituted as a matter of international jurisdiction. By invoking universal principles of

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[22] Commercial Treaty concluded with the Government of Hyderabad, 21 July 1834, in Aitchison, *A Collection of Treaties, Engagements, and Sunnuds Relating to India and Neighbouring Countries*, 7:41–43.

[23] Cook, *Annexation and the Unhappy Valley*, 27.

navigation and natural-law rights of innocent passage, the Company repositioned the Indus from an internal waterway governed by Sindh's discretion into a conduit subject to international jurisdiction. The river was no longer Sindh's to govern; it was a space whose openness was owed to all nations and whose regulation had passed, by the logic of that claim, into the hands of whoever could enforce it.

By the mid-1830s, the Indus had been transformed from a series of locally regulated crossings into a coordinated corridor of imperial movement. Sovereignty no longer adhered to territory alone, but followed the regulation of passage, tolls, and transit. This juridical reconfiguration—where inland waters were governed as maritime space—supplied the legal foundation upon which later protection arrangements and territorial annexation would be framed as enforcement rather than conquest.

Protection Regimes and the Enforcement of Circulation (1838-1841)

By the late 1830s, British authority in Sindh was no longer advancing primarily through commercial treaty-making but through the consolidation of an international jurisdictional claim over movement along the Indus. Earlier agreements opening the river to navigation had already displaced local authority by reframing the Indus as a space governed by universal principles of passage rather than territorial discretion. What followed was not simply infrastructural consolidation but the extension of this maritime logic into the domains of security, policing, and war.

Renewed pressure from Maharaja Ranjit Singh heightened the stakes. Sikh claims to Shikarpur, justified through succession to Afghan tribute rights and enforced through cross-border campaigns against raiders sheltering in Sindh, placed the Amirs in an increasingly

precarious position.[24] As British officials monitored these developments, Sindh came to be treated less as a buffer polity and more as a corridor whose stability was essential to the regulation of regional circulation. Several officials in the early 1830s reported that it was not some purposeful discouragement of transit by the Amirs that slowed commerce on the Indus but rather extended periods of unrest in the territories along the river.[25] In a letter from the Secretary of the Government of India to Captain C.M. Wade, British agent in charge of managing relations with Ranjit Singh, it is intimated that the Governor General has the conviction that "the Government of India cannot view with indifference any disturbance of the existing relations of peace between the several states occupying the banks of that river [the Indus]" as such hostilities would prevent "the attainment of the object to which the British Government attaches so much importance, of again rendering the Indus the channel of a safe and extensive commerce."[26] The problem, as British authorities framed it, was no longer whether Sindh consented to particular arrangements, but whether its rulers were capable of maintaining an order compatible with the free and secure movement already asserted as a matter of international right.[27]

During preparations for the Afghan campaign, British authorities determined that the temporary occupation of Shikarpur and adjacent territory was "indispensably necessary" to secure a logistical base, even though Sindh was not a party to the campaign.[28] At the same time, the British forced Sindh to cede the island fort of Bukhar in order to command river crossings

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[24] Khera, *British Policy towards Sindh, up to the Annexation, 1843*, 10,34-35.

[25] Huttenback, *British Relations with Sind, 1799-1843*, 32.

[26] "The Secretary to the Government of India to Capt. C.M. Wade," September 26, 1836 in Sir Claude Martine Wade, *A Narrative of the Services, Military and Political, of Lt:-Colonel Sir C.M. Wade, C.B., from the Date of His Appointment to India, in 1809, to That of His Return to England, in 1844* (G. Butler, Colonnade, Lind Street, 1844), 92–93.

[27] Khera, *British Policy towards Sindh, up to the Annexation, 1843*, 24, 32–33, 38.

[28] Khera, *British Policy towards Sindh, up to the Annexation, 1843*, 52.

and maintain communication along the Indus.[29] These measures reflected a growing assumption that British authority extended not only to navigation rights but to the securing of riverine routes against disruption. These actions were not presented as violations of Sindh's sovereignty but as necessary measures to uphold a circulation regime already legitimated through universal navigation principles. In this sense, the militarization of the Indus corridor was authority accumulation that followed directly from its prior juridical transformation into a quasi-maritime space.

Between 1838 and 1841 the British moved aggressively to secure the Indus River. The Secret Committee of the Board of Directors felt that the establishment of British authority throughout Sindh could be justified by "the paramount necessity of securing the line of the Indus for purposes of defence as a commercial enterprise," in the face of unruly conduct of the Amirs.[30] First, they arranged a protectorate agreement with Kheirpur, where the Amir promised "subordinate co-operation with the British Government." Kheirpur accepted these terms relatively quickly, aligning itself with British-defined security needs, though the Amir required a provision that the British may occupy the territory whenever it see fit be expunged.[31] Hyderabad, which controlled Karachi and the mouths of the Indus, resisted longer. Its eventual compliance followed the British occupation of Karachi in 1839, a move that underscored how far

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[29] Khera, *British Policy towards Sindh, up to the Annexation, 1843*, 57–63.

[30] Quoted in Huttenback, *British Relations with Sind, 1799-1843*, 57.

[31] Treaty concluded with His Highness Meer Roostum Khan, of Kheipore, 24 December 1838 and related supplementary articles and letters in Aitchison, *A Collection of Treaties, Engagements, and Sunnuds Relating to India and Neighbouring Countries*, 7:50–54.

enforcement had displaced negotiation.[32] At this stage, consent functioned less as the source of authority than as a sort of administrative record-keeping.

That coercion was required does not displace the legal argument; it confirms it. Force was deployed not as a substitute for treaty authority but as its enforcement mechanism, the instrument through which a right already legitimated through natural-law doctrine was imposed on a party that refused compliance. The British sought to reestablish an existing order of free trade.

Annexation as Enforcement of an Existing Order (1843)

The arrival of General Charles Napier and Governor-General Ellenborough accelerated the final transformation. British officials increasingly framed the Amirs' actions not as breaches of specific agreements but as failures to conform to an international order of movement and security. Ellenborough warned the Amirs that "sovereignty would have passed from" them upon "faithlessness" and made explicit a logic already in operation: political authority was conditional on adherence to the circulation regime the British had established along the Indus.[33] Once the river was treated as a space of international jurisdiction, the surrounding territory became subject to intervention whenever local rule was deemed incompatible with that regime.

The immediate pretexts for annexation rested on allegations of disloyalty and unauthorized foreign correspondence, but these claims functioned primarily as a juridical vocabulary for enforcing an outcome shaped by earlier transformations. They were available as

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[32] Agreement for the surrender of Karachi, 7 February 1839 in Aitchison, *A Collection of Treaties, Engagements, and Sunnuds Relating to India and Neighbouring Countries*, 7:55–56; Pathan, *Talpurs in Sindh (1783-1843)*, 158–60.

[33] William Francis Patrick Napier, *The Conquest of Scinde: With Some Introductory Passages in the Life of Major-General Sir Charles James Napier* (T. & W. Boone, 1845), 99, https://catalog.lib.uchicago.edu/vufind/Record/3443595?sid=71444602.

juridical vocabulary precisely because the prior infrastructure had already made Sindh's sovereignty conditional: a regime of river governance was in place, Sindh's conformity with it had been established as a legal obligation, and deviation from it was therefore narratable as enforcement rather than conquest. British demands for control over minting, revenue, and territory hollowed out the remaining capacities of Sindh's rulers. When fighting broke out in 1843, annexation followed swiftly.

Annexation thus did not mark the sudden collapse of Sindh's sovereignty but its formal recognition as already displaced. Once the Indus had been legally recast as a river governed by the logic of *mare liberum*, sovereignty no longer attached to territory alone. It followed circulation. British rule emerged because the river had been transformed into a site of international jurisdiction through which authority, force, and law flowed inland. That international jurisdiction resolved into British jurisdiction was not a paradox but the logic of the claim: universal navigation rights required an enforcer, and the Company's administrative and coercive capacity made it the only available candidate.

The Arc of Maritime Sovereignty in Sindh

The exclusivity treaties of 1809 and 1820 established the prior claim that movement through Sindh required British consent. The river governance of the 1830s built on this foundation by transplanting maritime doctrine inland, recasting the Indus from a locally governed waterway into a quasi-maritime corridor subject to universal principles of navigation. The 1832-34 agreements deposited the infrastructure that converted this claim into durable administrative fact: a British agent at the toll-house, centralized dispute adjudication, and standardized duties that together reconstituted the Indus as a regulated corridor rather than a locally governed waterway.

Once that infrastructure was in place, the protection regimes of 1838-41 followed as a logical extension. Security of circulation had already been established as a British responsibility, making the occupation of ports and river crossings narratable as order-maintenance rather than encroachment. Annexation in 1843 formalized a distribution of authority the river infrastructure had already produced. Sindh demonstrates the maritime logic at its most doctrinally explicit: the invocation of Vattel and the installation of the toll-house show accumulation and infrastructure working in tandem, each reinforcing the other. The Niger Delta, operating across a longer arc through commercial practice rather than doctrinal argument, shows the same logic reaching the same destination by a different route.

The Niger Delta and Niger River: From Concession to Right, From Right to Enforcement (1750s–1890s)

Though the great thrust of conquest occurred in the 1880s, on the wake of the Berlin Conference, British relations with the Niger Delta long preceded any sort of protectorate treaty. The city-states of the Niger Delta engaged with the British (and other European merchant powers) for decades as the largest exporter in the transatlantic slave trade. When the British sought to abolish the trade they engaged in not only offshore policing and anti-slave trade treaties with Delta rulers, but also sought to transform the economy to more "legitimate trade."[34]

[34] "Legitimate trade" features heavily in both histories of the period and primary source material, including an 1865 letter from the Under Secretary of the Foreign Office to the Assistant Under-Secretary of the Colonial Office, writing, "it is only by the establishment of legitimate trade that we may hope totally to eradicate the Slave Trade." This letter and others using this phrasing can be found in C. W. Newbury, *British Policy towards West Africa. Select Documents, 1786-1874* (Clarendon Press, 1965), 126, https://catalog.lib.uchicago.edu/vufind/Record/1944563?sid=75683739.

This transformation amounted to what two Nigerian historians called "social disruption of revolutionary proportions."[35]

A system of intermediaries based in the Delta historically ran local commerce from the interior to the European ships on the coast. While these "middlemen" eagerly converted to the palm oil trade once the West African Naval Squadron began to forcibly intercept slave trading ships, British merchants began to seek direct contact with producers up the Niger River.[36] The treaties in this case emphasize free trade through the Delta and on the River to get around these intermediaries. As will be illustrated there was very little appetite for territorial acquisitions and the focus of the British companies and Crown in this region were focused on riverine commerce. The infrastructuralization of the river and free trade on it would come to later ground violent reprisals against local leaders supposedly violating the treaties. The process illustrated in the table below shows how the extension of free navigation doctrine inland provided the legal foundation for both the treaties that structured commerce and the violence that ultimately resulted in the region's absorption into the empire.

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[35] Webster and Boahen, *History of West Africa*, 183.

[36] Inge Van Hulle, *Britain and International Law in West Africa: The Practice of Empire*, The History and Theory of International Law (Oxford University Press, 2020), 34, https://doi.org/10.1093/oso/9780198869863.001.0001; K. Onwuka Dike, "Trade and Politics in the Niger Delta, 1830-1885: An Introduction to the Economic and Political History of Nigeria," *ACLS Humanities E-Book* (Oxford), Oxford studies in African affairs, 1956, 14–15, https://catalog.lib.uchicago.edu/vufind/Record/10516019?sid=74750885; Obaro Ikime, *The Fall of Nigeria: The British Conquest* (Heinemann, 1977), 15–17.

Table 7 - Authority Accumulation and Infrastructure of the Niger Delta.

Date(s)	Phase	Authority Accumulation	Legal Conceptual Infrastructure
1750s-1820s	**Commercial Brokerage and Local Control**	A baseline phase where Delta rulers regulate access through consent and commercial mediation.	The rivers are treated as extensions of territorial sovereignty; no presumption of universal navigation rights.
1820s – 1840s	**Abolition Treaties and Conditional Access**	Standardizes river commerce through abolition agreements; establishes penalties for trade obstruction; navigation granted as concession.	Navigation framed as negotiated concession, not inherent right. Authority to punish violations established but circulation remains subordinate to Delta sovereignty.
1850s	**Routinization of Circulation Management**	Authority accumulates through dense technical regulation of movement (anchorage, pilotage, compensation schedules); Courts of Equity established; enforcement via men-of-war becomes anticipated rather than exceptional.	River increasingly treated as infrastructure for circulation rather than negotiated space. Coercion embedded within treaty frameworks as routine enforcement mechanism.
1860s-1870s	**Administrative Consolidation and Supervisory Authority**	Authority stabilized through routine oversight by consuls and Courts of Equity; Delta rulers function as enforcement agents for commercial rules.	Circulation assumed as background condition; sovereignty persists in form but narrows in substance as British supervision becomes normalized.
1880s	**River Freedom and the Supersession of Treaty Sovereignty**	Authority reclassified upward via Berlin Conference principles of free navigation; Jaja episode demonstrates forcible override of treaty-recognized control.	River freedom doctrine subordinates bilateral treaty obligations to international law; treaty-recognized sovereignty overridden when it obstructs circulation.

This Niger Delta and Niger River case shows the maritime logic operating implicitly before it was explicitly articulated, acting as a conceptual underpinning for treaty-making before its forceful doctrinal deployment in later stages. It is also the richest illustration of law and force operating in conjunction, showing how the two functioned as complementary rather than alternative instruments of imperial expansion.

Commercial Brokerage and Sovereign Control (1750s-1820s)

In the late eighteenth and early nineteenth centuries, British engagement in the Niger region was shaped overwhelmingly by the authority of the Niger Delta, not by access to the interior. Control over the river mouth and its branching inlets rested with Delta polities whose power predated sustained British involvement. These city-states functioned as commercial brokers within regional trade networks, but their role extended beyond mediation. Delta customs tied access to inland commerce to political consent, brokerage, and compliance with local authority, ensuring that control over the Niger River remained embedded in Delta sovereignty rather than open to external use.[37]

British merchants initially traded from ships offshore, with merchants of the Delta polities acting as "middlemen" between European traders and inland producers —a position held in the regional economy going back to early Portuguese trade.[38] These arrangements reflected accommodation rather than penetration. When British expeditioners attempted to push beyond the Delta and upriver, they encountered clear limits. As Van Hulle notes, river ascent, surveying, and mapping were treated by Delta rulers as political acts requiring authorization, not as neutral extensions of commerce or science. Unauthorized inland movement could prompt the suspension of trade or threats of violence, reinforcing the understanding that the river formed part of the Delta's sovereign control rather than a space of presumptive access.[39]

This period is marked by commercial engagement without any meaningful accumulation of British authority. Treaties with Delta polities do not appear in the treaty corpus, and British

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[37] Ikime, *The Fall of Nigeria*, 3–4; Dike, "Trade and Politics in the Niger Delta, 1830-1885," 6–8; Van Hulle, *Britain and International Law in West Africa*, 22–35.

[38] Dike, "Trade and Politics in the Niger Delta, 1830-1885," 3–6.

[39] Van Hulle, *Britain and International Law in West Africa*, 27–35.

maritime presence did not translate into recognized claims over inland movement. Although the West African Squadron operated along the coast, its legal and coercive activity was largely redirected toward adjudication in Sierra Leone, rather than toward asserting control in the Delta itself.[40] British power, while visible offshore, remained politically and spatially constrained.

In this first phase, a baseline phase, maritime and any sort of riverine law did not factor into Anglo-Delta relations. The Niger River mattered only insofar as Delta polities governed it as an extension of their political authority. British commercial presence and naval power did not unsettle this arrangement. Inland circulation remained subordinate to Delta control, and sovereignty continued to track territory rather than movement. As in the Sindh case, rivers at this stage functioned as instruments of local sovereignty, not as conduits through which external authority could travel.

Abolition Treaties and Conditional Access (1820s-1840s)

In the 1820s and 1830s, British engagement with the Niger Delta expanded through abolition treaties and the promotion of "legitimate commerce," without displacing Delta sovereignty over access and movement. Rather than asserting control over the river itself, British officials sought to reshape existing commercial relations by regulating conduct, particularly through the suppression of the slave trade. Treaties functioned as instruments for stabilizing exchange and formalizing cooperation, extending British involvement into the Delta while leaving the underlying structure of authority intact.

The 1827 treaty with Biafra illustrates the logic of this early engagement. The agreement committed the King of Biafra to abolish slave dealing and permitted the establishment of British

[40] Ikime, *The Fall of Nigeria*, 5.

factories on specified terms.[41] It regulated commercial behavior but did not assert a general right of navigation or transfer control over inland movement. For Delta rulers, such agreements offered a means of preserving access to British trade and diplomatic recognition while maintaining control over brokerage and access. For British officials, they provided a framework for abolitionist intervention that avoided a direct confrontation with Delta sovereignty.

A decade later, the 1837 treaty with Bonny expanded British involvement but followed the same basic pattern. The treaty guaranteed protection for British merchants and regulated customs duties, while affirming that disputes would be addressed through complaint and redress rather than routine coercion. Even its enforcement clause, authorizing British men-of-war to act "on complaint being made," framed force as reactive and conditional. Intervention remained tethered purely to treaty breach rather than grounded in any independent claim over circulation or access.[42] This constraint was not merely rhetorical. The distinction between conditional and standing enforcement is precisely what the accumulation of the 1850s would dismantle, converting exceptional coercion into routine administration — a shift that depended on the prior treaty framework having established the baseline from which it departed.

These arrangements marked the inward movement of maritime activity without a corresponding transformation of river governance. As British commercial interests shifted away from the slave trade toward palm oil and other export commodities, Delta polities adjusted by reinforcing their role as intermediaries rather than relinquishing control.[43]

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[41] Charles Scott Nicoll et al., *Hertslet's Commercial Treaties.: A Collection of Treaties and Conventions, between Great Britain and Foreign Powers, and of the Laws, Decrees, Orders in Council, &c., Concerning the Same, so Far as They Relate to Commerce and Navigation, Slavery, Extradition, Nationality, Copyright, Postal Matters, &c., and to the Privileges and Interests of the Subjects of the High Contracting Parties* (London, 1827), v. 11, pp. 7, https://catalog.hathitrust.org/Record/001755468.

[42] Hertslet and Great Britain, *Hertslet's Commercial Treaties.*, vols. 7, 1–4.

[43] Ikime, *The Fall of Nigeria*, 15–17.

By the early 1840s, treaty language began to gesture more explicitly toward river access, particularly in agreements concluded upriver at Aboh and Egarra. These treaties declared that "all British vessels and boats are at liberty to navigate the River Niger," language that appears expansive at first glance. [44] Yet navigation was presented not as an inherent right but as a concession granted by local rulers within the context of abolition and commercial cooperation. The same agreements reaffirmed that African authorities would "make and proclaim laws" and punish violations themselves, preserving local control over order and enforcement even as navigation was rhetorically opened.[45]

Treaty-making in this period therefore did not accumulate British authority. Agreements regulated behavior but left control over movement intact. Compliance remained contingent on consent, and disputes were framed as failures of performance rather than challenges to Delta sovereignty. British maritime power shaped the context of these negotiations but did not yet attach itself to the river as a space of control. The activities of the West Africa Squadron remained oriented toward intercepting slave ships and enforcing abolition through adjudication in Sierra Leone, rather than toward policing the Delta or securing inland circulation.

This second phase marks the inward movement of maritime practices through abolition and legitimate commerce, not the extension of maritime law into the river. Treaties increasingly gestured toward navigation and enforcement, but only as conditional concessions embedded

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[44] Directly quoted from Treaty with the Aboh, 1841 in Hertslet and Great Britain, *Hertslet's Commercial Treaties.*, vol 7, 22-27. The Egarra treaty, 1841 features a similar clause and is found in Hertslet and Great Britain, *Hertslet's Commercial Treaties.*, vol. 7, pp. 27–31.

[45] This language is found in various forms including "shall proclaim," "put that law in force," and "make a proclamation and a law" in several treaties across the 1840s: Treaty with the Aboh, 1841, Treaty with Egarra, 1841, Treaty with the King of Calebar, 1841, and later Engagement with Bonny, 1848 in Hertslet and Great Britain, *Hertslet's Commercial Treaties.*, vol. 7, pp. 22–31; vol.8, pp. 51, 978.

within frameworks that preserved Delta sovereignty. The Niger River emerged in British thinking as a promised route rather than an operative corridor, revealing a growing gap between treaty language and practical control—a gap that would later drive efforts to bypass Delta intermediaries and move upriver.

Routinization of Circulation Management (1850s)

By the 1850s, British engagement with the Niger Delta entered a new phase in which treaties were no longer primarily instruments for regulating conduct or stabilizing relations, but tools for organizing movement. Abolition and legitimate commerce had drawn Britain deep into Delta trade, yet reliance on local intermediaries persisted. The 1850s marks the point at which treaty-making was redirected toward securing commerce, or in other words, circulation itself (of goods, vessels, and traders), without yet asserting sovereignty over the river system.

The treaties of this period are distinguished by their operational density. Rather than articulating broad principles, they regulate the technical conditions of trade and passage: anchorage, pilotage, beaches, warehouses, cask sizes, debts, fines, and compensation schedules. Interference with British commerce is repeatedly converted into standardized penalties, often denominated in palm oil, treating obstruction as a breach to be remedied rather than a political dispute to be renegotiated. In two 1850 treaties with Bonny and New Calabar, as well as an 1851 treaty with the Chiefs of the Benin River, it is established that if any trading vessels (who have paid the required custom for the privilege of trade) can prove trade from his ship has been stopped, the chiefs and kings of the polities will be "held responsible for such stoppage" and pay a fine in palm oil.[46] This provision neatly binds local leaders to the circulation of trade and the river.

[46] Logistical treaties of this nature such as the Treaty with Bonny, 3 October 1850 can be found in Hertslet and Great Britain, *Hertslet's Commercial Treaties.*, vol. 9, pp. 14–27.

Through these provisions, treaties began to function as administrative tools for keeping trade in motion.

It was also at this time that the first Courts of Equity were introduced into the Delta. These courts were mean to adjudicate disputes between British merchants (called "supercargoes") and local merchants. However, the court was heavily weighted with supercargoes and the courthouse itself was declared to be British property.[47] These courts, similar to those seen in Sierra Leone, developed a coercive legal infrastructure. However, this did not cast aside the British proclivity to threaten violence on trade partners.

The 1850s treaties are the best illustration of law and force coexisting, accounting for the power of both as tools of empire. Coercion did not replace agreement; it was embedded within it. The agreements specify that interference with British subjects or vessels would render offenders "enemies of Great Britain," triggering the intervention of men-of-war.[48] Unlike earlier agreements, these clauses no longer appear as exceptional remedies tied to particular breaches. Instead, they establish a standing background in which enforcement is anticipated and routinized. Violence and treaty thus coexist not as transitional artifacts, but as complementary components of circulation governance and both intrinsic components of the transformation of riverine law. At the same time, these treaties preserved the formal appearance of Delta sovereignty. Kings and chiefs remained recognized authorities and were tasked with enforcing treaty provisions within their domains. Yet their role shifted subtly. Rather than negotiating access, local rulers were increasingly responsible for ensuring that circulation proceeded uninterrupted on British terms

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[47] Ikime, *The Fall of Nigeria*, 25.; Agreement between the British Supercargoes and the Native Traders of Old Calabar, 19 September 1856 in Hertslet and Great Britain, *Hertslet's Commercial Treaties.*, vol. 10, pp. 686–690.

[48] Treaty with Bonny, 3 October 1850; Treaty with New Calabar, 2 October 1850; Treaty with Chiefs of the Benin River, 4 April 1851

by collecting customs, suppressing resistance, and delivering compensation when trade was impeded. Authority was not transferred outright, but its function was redirected toward maintaining flow.

The Niger River itself assumed a new legal and practical status in this phase. While earlier treaties had gestured toward navigation as a concession, 1850s agreements increasingly treated river space as infrastructure to be managed, as central to trade as a port's docks. Rules governing where vessels might anchor, how traders could move ashore, and how disputes would be adjudicated within riverine space reveal a shift from imagining access to administering movement. Control over circulation began to attach to the river corridor rather than to political settlement in the Delta. This phase marks the transformation of treaties from instruments of negotiated engagement into tools for governing circulation. British authority accumulated not through the displacement of Delta sovereignty, but through the normalization of movement secured by hybrid legal–coercive arrangements that emphasized free trade on rivers. The river was not yet declared internationalized, but it was increasingly treated as a space whose openness could be managed, enforced, and stabilized. What accumulated in the process was the infrastructure that would later make claims of universal river freedom administratively operative rather than merely declaratory: standing enforcement provisions, routinized technical regulation, and the normalization of obstruction as breach.

Administrative Consolidation and Supervisory Authority (1860s-1870s)

British engagement with the Niger Delta in the 1860s and 1870s shifted from managing circulation through treaty to administering river space as a matter of routine governance. The

legal and coercive infrastructure assembled in the 1850s no longer required constant renegotiation. Circulation was increasingly assumed, and the problem British officials confronted was not how to secure access, but how to stabilize and supervise it across an expanding riverine domain.

Treaties in this period reflect this shift in function. Rather than detailing the technical conditions of trade anew, agreements increasingly presupposed an existing regime of access and enforcement. By the 1860s and 1870s, British traders were already operating along the river under established practices, and treaties no longer functioned to open commerce so much as to stabilize and govern it. As a result, treaty provisions focused on jurisdiction, dispute resolution, protection of property, and the enforcement of prior obligations—treating commercial access as a background condition rather than an object of negotiation.[49] Many similar clauses are confirmatory rather than constitutive, ratifying prior treaties wholesale, recognizing rulers within fixed commercial and jurisdictional limits, and reaffirming obligations already in force.[50] The work of authority accumulation had largely been done. Treaties now operated to regularize governance, stabilize succession, and reduce uncertainty at the margins of an already-governed river system. The framework of a commercial legal infrastructure was built, now it was to be operationalized.

Administrative institutions expanded accordingly. British consuls exercised sustained oversight over trade and dispute resolution, supported by Courts of Equity and other hybrid

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[49] Agreement between the British and other Supercargoes and the Native Traders of Old Calabar, 5 May 1862; Agreement with the Chief of Duke Town, Old Calabar, 3 May 1860; Agreement with the Chiefs and Natives of Batanga, 18 July 1860 in Hertslet and Great Britain, *Hertslet's Commercial Treaties.*, vol. 12, pp. 94–97; vol. 14, pp. 966–68.

[50] Treaty with Opobo, 4 January 1873; Treaty with the King and Chiefs of Creek Town, Old Calabar, 27 February 1874; Treaty with Onitsha, 15 October 1877 in Hertslet and Great Britain, *Hertslet's Commercial Treaties.*, vol. 14, pp. 18–19, 24, 49–51.

infrastructures that embedded British authority into the everyday regulation of commerce.[51] Local rulers retained formal sovereignty, but their role increasingly resembled that of enforcement agents rather than negotiating partners. Chiefs were expected to police their subjects, secure compliance with commercial rules, and facilitate the smooth operation of river traffic.[52] Where they failed, British officials intervened directly, drawing on coercive powers threatened in treaty provisions but implemented through naval and consular practice rather than formal renegotiation.[53]

The Niger River itself came to be treated as a governed space rather than a negotiated corridor. Navigation, anchorage, and commercial movement were administered through standing rules and institutional practice rather than episodic treaty enforcement. Control over circulation no longer appeared exceptional or provisional. It functioned as a background condition of order, sustained by the credible presence of force but increasingly articulated through bureaucratic routines rather than explicit threats.

These decades mark a qualitative change in the relationship between law and coercion. Violence did not disappear, but it receded from the foreground of treaty language. Enforcement was normalized, anticipated, and embedded within administrative practice. Authority attached less to the formal content of agreements than to the capacity to manage space continuously. The river was governed not because its sovereignty had been formally transferred, but because its circulation had been rendered administratively secure.

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[51] G. I. Jones, *The Trading States of the Oil Rivers: A Study of Political Development in Eastern Nigeria* (Published for the International African Institute by Oxford University Press, 1963), 73–83.

[52] Previously cited treaties with Batanga (1860), Old Calabar (1862), Onitsha (1877)

[53] Van Hulle, *Britain and International Law in West Africa*, 95–120.

Treaties stabilize rather than create governance; institutions administer rather than negotiate access. The Niger River functions as a managed corridor of movement, governed through routine supervision. This configuration proved durable, but not absolute. What administrative consolidation had deposited was an institutional baseline — consular oversight, Courts of Equity, standing enforcement capacity — that treated circulation as the background condition of order. Its limit was that it could not resolve the contradiction between that assumption and the formal sovereignty Delta rulers still held. That contradiction required a doctrinal instrument, not an administrative one, to resolve.

River Freedom and Supersession of Treaty Sovereignty (1880s)

The administrative settlement of the Niger River unraveled when a local ruler successfully exercised the very authority British treaties had long recognized. The confrontation with Jaja of Opobo, a former enslaved man who ascended to power in Bonny and then became king of his own city-state, exposed the limits of treaty-based river governance and precipitated a decisive legal reordering. Jaja controlled a strategic stretch of the lower Niger, enforcing tolls and restricting passage in order to preserve Opobo's commercial position.[54] Within the framework of earlier Delta arrangements, Jaja's regulation of river access was lawful and continuous with established practice.

What rendered Jaja's authority intolerable was not a breach of treaty obligations, but a transformation in the legal status of the river itself. By the 1880s, British officials increasingly treated obstruction of river traffic not as a negotiable exercise of sovereignty, but as an illegitimate interference with circulation. When a cartel of British palm oil traders boycotted

[54] Max Siollun, *What Britain Did to Nigeria: A Short History of Conquest and Rule* (Hurst, 2024), 53–55.

Jaja's business due to high prices, the ruler of Opobo circumvented the traders entirely by sending his palm oil directly to England. His actions incensed the traders who pushed for a free-trade treaty. But by 1884 when a string of protectorate agreements were signed up and down the lower Niger River, Jaja managed to get his free trade clause struck from the agreement. This was just the beginning of an antagonistic relationship between Jaja and the traders (and by extension the Consul). Subsequent violent reprisals against Opobo—Jaja's detention, exile, and the imposition of naval force—did not enforce the terms of his treaty so much as override them.[55]

The justification for this override lay not in bilateral agreement, but in a higher-order legal principle articulated through the Berlin Conference. The General Act of Berlin declared major African rivers open to free trade and navigation, elevating circulation as an organizing principle of authority. In Chapter 5 of the General Act, the "Act of Navigation of the Niger" states "the navigation of the Niger, without exception of any of the branches or issues of this river, is and shall remain entirely free for the merchant ships, laden or ballast, of all nations."[56] Siollun writes, "These measures gave British businesses that wanted to be rid of Jaja an opportunity to strike."[57] The British ultimately subordinated treaty-recognized sovereignty to an internationalized conception of river freedom similar to *mare liberum*. Jaja's control over "his river," though previously acknowledged, became legally untenable once the Niger River was reclassified as an international corridor. River freedom did not dissolve treaty law; it superseded it. Authority shifted upward, from negotiated sovereignty to a doctrine that treated movement itself as paramount —and they already had the tools to administer it this way.

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[55] Siollun, *What Britain Did to Nigeria*, 54–62.

[56] United States Senate. Committee on Foreign Relations, *General Act of Conference of Berlin on the Congo.*, S. Misc. Doc. No. 68 (U.S. Government Printing Office, 1886), 11.

[57] Siollun, *What Britain Did to Nigeria*, 56.

Jaja of Opobo would go on to resist British attempts to invalidate his treaty and sought to retain his authority over trading in the river he previous held sovereignty over. Years of protests from Jaja and British merchants and officials alike, culminated in 1887 with what was supposed to be an investigation turned into a "military-style court martial" that accused Jaja of three charges:

> 1. Have you at any time barred the trade to the inland districts beyond your own jurisdiction…?
> 2. Have you at any time blocked the highway?
> 3. Have you, since the Protectorate treaty of 19 December 1884, loyally endeavored to carry out the provisions of that treaty?[58]

The 'highway' in question was the river, and after a British official found the river obstructed by, supposedly, Jaja's employees. Jaja was found guilty, deposed, and exiled on the second and third charges.[59] The King of Opobo was dethroned on the legal basis of river obstruction.

Along the Niger Delta and up the lower Niger River, treaty saturation accelerated in the 1880s, operating alongside (and reinforced by) the redefinition of the river as free. Dozens of near-identical agreements were concluded upriver with inland polities, extending far beyond the Delta. These treaties were standardized in form and rapid in execution, prohibiting relations with rival European powers and affirming British protection and access.[60] They did not build authority incrementally. Instead, they froze into place a legal and spatial order already transformed by the elevation of river freedom. Treaty saturation functioned to territorialize circulation, converting a governed river corridor into a lattice of exclusive political relationships.

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[58] Siollun, *What Britain Did to Nigeria*, 63.

[59] Siollun, *What Britain Did to Nigeria*, 63–65.

[60] 104 treaties from July 1884 to March 1885 were signed across Nigeria and Cameroon and can be found in Parry, *Consolidated Treaty Series, 1648-1919*, vol. 163 pp. 157–236, vol. 165 pp.47–69.

While some groups did resist such as the ruler Nana on the Benin River, these moments of resistance were mitigated by force with only one treaty signed in 1889.[61] In this phase, treaties no longer mediated between British power and local sovereignty. They ratified outcomes produced by force and international legal hierarchy. Control over the river no longer depended on consent, administration, or hybrid governance. It was grounded in a universalized claim about free navigation that rendered local obstruction illegitimate by definition and could be punished with force. The river ceased to be a negotiated object or an administered space and became the juridical basis for territorial expansion inland.

This final phase marks the culmination of river governance through the supersession of treaty-recognized sovereignty by international river freedom. The Jaja episode reveals the contradiction that administrative consolidation could not resolve: local authority over circulation remained legally plausible until circulation itself was elevated as a higher-order norm. The Berlin settlement resolved this contradiction by subordinating sovereignty to movement. The subsequent treaty saturation of the 1880s did not create British authority over the Niger; it territorialized a river already redefined as free.

The Arc of Sovereignty through River Law

The Niger Delta case traces a longer and more gradual arc than Sindh, in which the maritime logic operated through commercial practice before it was ever articulated as doctrine. Abolition treaties and legitimate commerce altered conduct without displacing Delta sovereignty — treaties reshaped behavior while leaving control over movement formally intact. The decisive infrastructural shift came in the 1850s, when agreements ceased to regulate the terms of Delta

[61] Crowder, *West Africa under Colonial Rule*, 121–28.

engagement and began to govern circulation itself, converting obstruction into breach and embedding force as a standing enforcement mechanism rather than an exceptional response. Delta rulers were reconstituted not as negotiating partners but as administrators of a circulation regime whose terms they had not set.

Administrative consolidation in the 1860s and 1870s normalized this arrangement into bureaucratic routine, depositing the stable institutional baseline the Berlin settlement would then act upon. What the Berlin Conference supplied was the doctrinal instrument that superseded treaty sovereignty — but the infrastructure that made supersession operationally possible had been accumulating for three decades. The Jaja episode was not an aberration but the arc's endpoint: treaty-recognized sovereignty rendered untenable once circulation had become the higher-order norm.

Rivers as Infrastructure, Circulation as Sovereignty

The cases of Sindh and the Niger Delta reveal how maritime law functioned as a legal infrastructure capable of displacing sovereignty without immediate territorial conquest. In both settings, British authorities did not simply regulate rivers; they legally reconfigured them as spaces governed by universal principles rather than local discretion. What began as commercial navigation hardened into administrative control, and what appeared as the protection of trade became the foundation for territorial incorporation.

Sindh demonstrates the doctrinal articulation of this transformation. The explicit invocation of Vattel and the deployment of *mare liberum* principles attempted to transplant the tacit notion of of freedom of navigation on the seas: the legal claim that rivers, like seas, belonged to no single sovereign but were subject to universal rights of passage. The Company's treaties installed toll-houses, stationed British agents, and centralized the adjudication of

disputes, converting the Indus into a regulated corridor whose governance rested not with the Amirs but with an international legal logic the Company claimed to enforce. By the 1830s, sovereignty over the Indus had been functionally transferred even as Sindh retained nominal independence. Annexation in 1843 formalized a distribution of authority already produced through river governance.

The Niger Delta illustrates the same logic operating across a longer temporal arc. Early treaties acknowledged Delta sovereignty over access, treating navigation as a concession. Over subsequent decades, that concession was progressively reframed as a right. Abolition treaties, commercial agreements, and Courts of Equity layered new obligations onto Delta polities, embedding British oversight into trade regulation. By the 1880s, the invocation of Berlin Conference principles elevated river freedom above treaty-recognized sovereignty, rendering local control illegitimate by definition. When Jaja of Opobo exercised authority British treaties had acknowledged, his actions were recast as obstruction. The violent reprisal that followed was framed not as conquest but as enforcement.

Together, these cases reveal that maritime law operated by detaching sovereignty from the regulation of movement. Once rivers were legally recast as spaces of universal navigation, control over who could pass, under what conditions, and subject to whose authority migrated into British hands. Territorial sovereignty persisted in form, but its substance narrowed. Local rulers retained nominal control over land, but the corridor through which commerce and coercion flowed was now governed according to principles they had not authored and could not refuse.

What made rivers particularly significant was their penetration inland. Where coastal ports could be governed through maritime law without challenging interior sovereignty, rivers carried that logic deep into territories far from the sea. The extension of *mare liberum* onto

inland waterways thus functioned as a spatial technology of imperial expansion, converting the natural geography of river systems into a legal architecture through which authority could travel.

Seen alongside jurisdiction and contract, maritime law completes the picture of empire built through legal form. Jurisdiction attached authority to persons and boundaries; contract commodified sovereignty as service and collateral; maritime law reorganized space itself, converting rivers into corridors where circulation took precedence over territorial discretion. Each infrastructure operated through treaties and courts, and each produced authority that accumulated over time. Yet where jurisdiction and contract required continuous negotiation and enforcement, maritime law established a self-executing order: once the river was legally recast as a space of universal navigation, obstruction became illegitimate and enforcement became routine.

By the late nineteenth century, the principles articulated in river treaties had been codified into international law at Berlin. What had emerged through bilateral agreements in Sindh and the Niger Delta was now declared universal. Rivers across Africa were legally opened to 'free' navigation, subordinating local sovereignty to a doctrine that treated circulation as a higher-order norm. Yet the application of maritime law was neither uniform nor inevitable. The principles of free navigation that governed rivers in colonized spaces did not apply within Europe itself, where rivers remained subject to riparian sovereignty. The contrast reveals that river freedom was not a universal principle but a colonial one—a legal doctrine deployed selectively to facilitate European access while denying African and Asian polities the same discretion over their waterways.

This selective application underscores the broader argument of this dissertation: legal infrastructures did not function as neutral principles but as instruments calibrated to imperial

objectives. Maritime law, like jurisdiction and contract, provided a vocabulary through which expansion could be justified, administered, and naturalized. It converted the protection of commerce into the regulation of circulation, and the regulation of circulation into the displacement of sovereignty. By the end of the nineteenth century, rivers across much of Asia and Africa had been legally transformed into spaces where local authority was conditional, limited, and ultimately subordinate to circulation regimes established by European powers.

The final chapter returns to this question of infrastructure and accumulation, tracing how jurisdiction, contract, and maritime law operated not in isolation but as interlocking systems. Each provided a different pathway toward imperial authority, yet all shared a common logic: the incremental conversion of commercial management into political control. Together, they reveal that empire was not simply imposed through violence but assembled through law.

Chapter 6 - Conclusion: Empire Regulated

The preceding chapters have traced how three distinct legal logics—jurisdiction, contract, and maritime law—functioned as technologies of accumulation and imperial expansion. Jurisdiction extended authority by attaching British law to persons, disputes, and territory beyond formally recognized colonial boundaries. Contracts transformed political relationships into enforceable exchanges, converting military protection, governance standards, and fiscal obligations into legally narratable transfers of authority. Maritime doctrines recast inland waterways as spaces governed by universal principles of navigation, displacing local control over the circulation of goods and people. Each domain operated through different doctrinal vocabularies and legal frameworks. Yet across the cases examined in this dissertation, they performed a strikingly similar political function: they provided instruments through which imperial authority could accumulate while remaining legible as agreements rather than conquest.

Seen together, these legal domains reveal a pattern that is difficult to perceive within any single case. Across Sierra Leone, Sindh, Oudh, Aden, the Cape Frontier, and the Niger Delta, British authority expanded not through singular decisive acts but through sequences of legal agreements. Early treaties rarely transferred sovereignty in any immediate or comprehensive sense. Instead, they allocated specific authorities: the right to adjudicate disputes involving merchants, the right to station troops in exchange for subsidies, the right to regulate navigation along a river, or the right to mediate conflicts between neighboring polities. Each agreement appeared limited at the moment of signing. Yet over time these transfers accumulated and were embedded within institutional arrangements—courts, administrative procedures, arbitration

regimes, and navigation commissions—that structured how future disputes were interpreted and how subsequent agreements were negotiated.

The empirical chapters illustrate this dynamic across a range of imperial settings. In Sierra Leone and along the Cape Frontier, jurisdictional provisions gradually extended British authority over persons, disputes, and political mediation, transforming cooperative legal arrangements into systems of hierarchical adjudication. In Oudh, contractual obligations denominated in subsidies, arrears, and governance standards reorganized political relations into a credit relationship in which sovereignty itself became collateral for debt. In Sindh and the Niger Delta, treaties governing river navigation reconfigured mobility regimes by recasting inland waterways as spaces of universal circulation, displacing territorial control long before formal annexation occurred. Even in Aden, where British officials repeatedly declined opportunities for immediate conquest, contractual agreements created the legal infrastructure through which deeper intervention remained continuously available. Taken together, these cases show how distinct legal doctrines operated through a common structural logic: the incremental transfer of sovereign authorities embedded in arrangements that structured the terms of future political action.

The analysis developed across the preceding chapters identifies two structural features that made this possible. The first is accumulation: the iterative transfer of authority across domains of sovereignty. Because sovereignty is divisible into component authorities—over adjudication, coercion, revenue extraction, diplomacy, mobility, and classification—legal agreements can transfer those authorities incrementally rather than all at once. While not every polity experienced long sequences of treaty making, particularly due to the preponderance of

plural, overlapping legal orders, the previous chapters show that where such sequences did occur they produced cumulative shifts in authority that no single agreement could have achieved alone.

Jurisdictional provisions that initially attached British law to particular subjects or disputes later became the basis for broader claims over persons, property, and territory. Performance standards embedded in subsidy agreements became the legal categories through which "misrule" could later be invoked. Navigation rights initially granted as privileges were reframed as principles of free circulation that displaced territorial control altogether. In each case, the significance of individual agreements lay less in their immediate effect than in the way they accumulated and altered the baseline from which subsequent negotiations proceeded.

The adjustment of this baseline is the second structural feature, infrastructure. Each legal act left behind a durable institutional and textual residue—courts, administrative offices, doctrinal claims, and standardized treaty provisions—that persisted beyond the moment of signing. These arrangements structured the terrain on which future political action unfolded. Jurisdiction expanded over new groups of people without contracting. Disputes were routed through legal forums established in earlier agreements. Claims of breach were interpreted through categories embedded in prior treaties. New agreements were negotiated against a backdrop of legal commitments already recognized as binding. Infrastructure transformed isolated concessions into a cumulative process of authority expansion by embedding earlier transfers within administrative practice and legal interpretation.

Accumulation and infrastructure thus interacted to produce a distinctive pattern of imperial expansion. Authority did not move directly from independence to annexation. Instead, sovereign powers were transferred piecemeal through agreements that appeared limited in scope but that progressively reorganized the distribution of political authority. The history traced in this

dissertation therefore suggests that imperial authority was not simply imposed through conquest. In many settings it was assembled gradually through legal agreements that transferred sovereign powers piecemeal while constructing the institutional infrastructures through which further transfers became possible.

Together these patterns reveal a mechanism through which imperial authority expanded incrementally across diverse settings. The implications of that mechanism are not deterministic, however, and understanding its limits is crucial.

Contingency and Constraint

Accumulation gradually shifts the distribution of authority by transferring sovereign functions across successive agreements, while the institutional infrastructure created by earlier treaties embeds those transfers within durable administrative and legal arrangements. Together these processes progressively reshape the legal and institutional baseline from which political actors negotiate authority. Each additional agreement extends authority from a slightly different starting point, and each institutional residue strengthens the legal and administrative claims that imperial actors can invoke in moments of dispute.

This dynamic does not produce deterministic outcomes. The mechanism described in this dissertation does not predict that every sequence of legal agreements culminates in annexation or direct imperial rule. Political actors retain the capacity to halt, redirect, or abandon the process. Agreements can be renegotiated rather than enforced, obligations can be relaxed, and opportunities for deeper intervention can be deliberately declined. The case of Aden demonstrates precisely this possibility. British officials repeatedly invoked treaty violations and security concerns that might have justified conquest under prevailing imperial doctrines, yet

chose instead to renegotiate agreements and maintain indirect arrangements. The mechanism did not compel annexation. The die was loaded, but it was not rolled.

The argument developed in this dissertation is therefore analytical rather than predictive. The mechanism identifies how legal agreements can restructure political authority over time, not a universal trajectory that every imperial relationship must follow. Yet the historical record suggests that when this process proceeds without sustained external constraints, legal accumulation tends to narrow the range of politically viable outcomes. Each successive agreement alters the baseline from which the next negotiation begins. Each institutional residue strengthens the legal and administrative claims available to imperial actors. What initially appears as a set of discrete legal adjustments gradually reorganizes the distribution of authority itself.

For this reason the process traced in the preceding chapters can be understood not only as a ratchet of accumulation but as something closer to a funnel. Early agreements leave multiple political futures available. Sovereignty can remain shared, layered, or ambiguously divided. But as authority accumulates and legal infrastructure deepens, the range of stable arrangements becomes progressively narrower. Earlier agreements do not simply transfer authority; they establish the legal and institutional environment within which later negotiations take place.

The British imperial encounters examined in this dissertation repeatedly exhibit this dynamic. Across diverse settings, the gradual accumulation of jurisdictional authority, contractual obligation, and regulatory control over circulation progressively narrowed the range of politically viable outcomes available to local rulers. From this perspective, Aden appears less as a contradiction of the mechanism than as a reminder of its contingency. The sequence of treaties surrounding the port created the same kinds of legal opportunities visible elsewhere in

the empire. What prevented those opportunities from culminating in annexation was not the absence of legal accumulation but the presence of political restraint. British officials repeatedly chose renegotiation over enforcement, leaving the process suspended rather than completed.

The within-pair variations that run through the empirical chapters are not incidental to this argument — they are part of its design. Each pair holds the mechanism constant while varying on a dimension the mechanism does not explain. The jurisdictional cases differ in tempo: Sierra Leone's sequence unfolded across generations while the Cape Frontier compressed into a shorter and more concentrated period. The contractual cases differ in activation: Oudh traces the full sequence from infrastructure to annexation while Aden demonstrates that the same infrastructure can persist for decades without being triggered. In both instances the variation is real and consequential, but it leaves the underlying mechanism intact. That accumulation and infrastructure operate regardless of speed, and regardless of whether accumulated capacity is ultimately activated, is precisely what the paired design is built to show.

The maritime pair introduces a different kind of variation. Sindh received doctrinal articulation first; the Niger Delta consolidated through practice before Berlin ratified the same logic in international law. The mechanism operated the same way in both cases, but the variation touches a live debate in international legal theory about whether doctrine enables practice or practice crystallizes into doctrine. The maritime cases suggest the answer may not matter for how accumulation works — the infrastructure builds regardless of which comes first. That is a scope condition of a different order: not a limitation on what the framework explains, but a demonstration of what it does not depend on.

The historical record therefore suggests a pattern that complements the analytical claim developed in this dissertation. Legal accumulation produces directionality by progressively

restructuring the distribution of sovereign authority and the institutional terrain on which political actors operate. But the outcome of that process remains contingent. Empire emerged not because the mechanism made conquest inevitable, but because political actors repeatedly chose to activate the opportunities its legal instruments created.

Colonialism as Institutionalized Penetration

The illustrative cases in the preceding chapters suggest colonial expansion often operated through the progressive penetration of existing political orders rather than their immediate destruction. Imperial authority did not always arrive through abrupt conquest or the wholesale replacement of local institutions. Instead, it frequently developed through the gradual extension of legal and administrative authority into existing political systems. Agreements governing jurisdiction, protection, trade, and navigation introduced new forms of authority that initially coexisted with existing structures of rule. Over time, however, these arrangements altered the distribution of sovereignty within those systems, expanding imperial influence without requiring the immediate dismantling of local governance.

This dynamic aligns with familiar descriptions of indirect rule but also clarifies the mechanism through which such arrangements evolved. Indirect rule describes a system in which colonial officials governed through existing rulers and institutions rather than replacing them outright — but it characterizes the endpoint of a process whose operating logic it leaves unspecified. The preceding chapters supply that logic. Jurisdictional agreements extended imperial law over specific persons or disputes. Contractual arrangements converted military protection and administrative reform into enforceable obligations. Maritime doctrines redefined the legal status of rivers and trade routes, altering control over circulation. Each of these

instruments introduced new domains of imperial authority while leaving elements of local governance formally intact.

Colonial expansion thus frequently resembled a process of institutionalized penetration rather than territorial replacement. Existing political orders were not immediately displaced; they were gradually reorganized through legal instruments that redistributed sovereign authority across multiple domains. Local rulers remained formally in place, courts and administrative offices continued to operate, and treaties continued to frame relations between polities. Yet the underlying structure of authority within those systems was steadily transformed as imperial actors accumulated jurisdictional rights, contractual claims, and regulatory authority over circulation.

This interpretation resonates with a broader body of scholarship showing that the modern international legal order emerged through imperial encounters rather than outside them. Historians of international law have shown that doctrines governing sovereignty, jurisdiction, and commerce developed in close interaction with colonial expansion.[1] The legal categories through which imperial actors claimed authority over territory, trade, and populations were not merely reflections of European state practice; they were forged through imperial engagement with non-European polities. The six cases illustrate how this mechanism operated in practice, demonstrating how agreements that appeared limited or technical at the moment of signing could gradually restructure the distribution of political authority.

The implication is not that colonialism operated everywhere through identical mechanisms. Empires expanded through a wide range of strategies, including warfare,

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[1] Anghie, *Imperialism, Sovereignty and the Making of International Law*; Benton, *A Search for Sovereignty*; Keene, *Beyond the Anarchical Society*; Koskenniemi, *The Gentle Civilizer of Nations*; Kayaoğlu, *Legal Imperialism*.

annexation, economic coercion, and settlement. But the evidence presented in this dissertation suggests that legal agreements often played a central role in structuring how imperial authority entered and reorganized existing political systems.

Portability to Other Empires

The legal mechanism identified in this dissertation is derived from the British imperial archive, but the structures they reveal are not unique to British administration. The interaction of legal agreements, institutional infrastructure, and incremental authority transfer appears across a range of imperial contexts. This suggests that the framework developed here may capture a more general feature of how legal instruments operate as technologies of authority in imperial settings.

The contractual logic identified in the British subsidiary alliance system appears with striking clarity in the French protectorate regime established in North Africa. The 1881 Bardo Treaty, which established the French protectorate over Tunisia, reproduced the same structural architecture identified in the Oudh case: military protection framed as a formal agreement, the preservation of nominal sovereignty under the bey, and the gradual embedding of French administrative oversight through resident officials and fiscal supervision.[2] As in the subsidiary alliances of British India, sovereignty was not abolished outright. Instead, authority was progressively reorganized through contractual obligations that embedded French oversight within the existing political structure while leaving the formal institutions of local rule in place.

A comparable dynamic appears in the jurisdictional arrangements governing European commercial activity within the Ottoman Empire. Through the capitulation system, European consular courts exercised personal jurisdiction over their nationals in Ottoman ports, adjudicating

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[2] Mary Dewhurst Lewis, *Divided Rule : Sovereignty and Empire in French Tunisia, 1881–1938* (University of California Press, 2014), 1–2, 11–12, 645709, https://research.ebsco.com/linkprocessor/plink?id=ac1aee22-96f9-3f52-8f1e-010426360aa8.

disputes and regulating commercial conduct through legal instruments that attached law to subjects rather than territory.[3] This mechanism closely resembles the jurisdictional logic traced in Sierra Leone, where imperial authority expanded by extending legal jurisdiction over particular persons and disputes before territorial sovereignty was asserted more broadly. In both contexts, jurisdiction operated as a modular form of authority capable of penetrating existing political systems without immediately displacing them.

The maritime logic identified in the regulation of the Indus River similarly finds a broader imperial parallel in the treatment of African waterways at the Berlin Conference of 1884–85. There, European powers collectively declared the Niger and Congo rivers open to international navigation, effectively transforming them from sovereign waterways into spaces governed by universal principles of circulation. The doctrinal move mirrors the legal transformation observed in Sindh, where treaties progressively recast the Indus as a quasi-maritime corridor governed by navigation rights rather than territorial control. The difference lies primarily in scale: what appeared in the Indus treaties as bilateral agreements between the East India Company and local rulers emerged at Berlin as a multilateral principle embedded in international law.

Taken together, these parallels suggest that the legal structures identified in this dissertation are not peculiar to British administrative culture or to the particular treaty archive examined here. Similar combinations of contractual obligations, jurisdictional extensions, and circulation regimes appear across different imperial systems, legal traditions, and historical moments. This

[3] Kayaoğlu, *Legal Imperialism*, 160–66.

recurrence indicates that the framework developed in this study may identify a broader pattern in the relationship between legal instruments and imperial authority.

For this reason, the most immediate line of future research opened by this dissertation lies in extending the framework beyond the British imperial context. Applying the same analytical approach to French, Dutch, Ottoman, or American imperial archives would allow scholars to examine whether similar processes of accumulation and institutional embedding shaped the expansion of authority in those settings. Each imperial system operated within distinct legal traditions and administrative structures, but all relied on treaty regimes, commercial agreements, and jurisdictional arrangements to structure their relations with subordinate polities. What these parallels suggest is not merely that the British mechanism was portable, but that legal accumulation produced something more fundamental than extended authority — it produced an order.

Constructing a Regulatory Order

What accumulation and infrastructure together built, across all six cases, was not merely an extension of British authority. It was a regulatory order: a legal and institutional environment that made diverse, opaque political systems legible, assessable, and intervene-able to imperial actors — including actors who had never encountered the territory before and would not remain long after. This is what distinguished legal accumulation from episodic coercion. A military campaign required knowledge of local conditions and left no durable apparatus behind. A treaty sequence deposited courts, residents, performance standards, and doctrinal categories that survived the departure of the officials who negotiated them. New governors arriving in Sierra Leone, Sindh, or Oudh found a legal architecture already in place — one that told them who was subject to which law, what obligations the local ruler had already accepted, and what a breach

looked like. The order was communicable across changing personnel because it was textual and institutional rather than personal.

The regulatory order also transformed the justificatory basis for intervention. Where restitution logic — a wrong committed, a debt unpaid — could be invoked from the first encounter, enforcement logic was only available after the order existed. Enforcement presupposes a system recognized as binding whose violation constitutes breach. Once that system was in place, deviation from it was automatically legible as breach, and breach automatically warranted response. The intervention did not need to be re-justified from first principles each time. It needed only to be maintained.

The contribution this dissertation makes is therefore not a new description of what imperial law looked like but an account of how it worked: how individual agreements became infrastructure, how infrastructure narrowed the terrain of future action, and how that narrowing produced a regulatory order capable of sustaining imperial authority without requiring either continuous military presence or the immediate abolition of local sovereignty. That mechanism —treaty-mediated legal accumulation operating through jurisdiction, contract, and maritime law —is recoverable from the treaty record, portable across imperial settings, and distinct from the instruments of force and commerce with which imperial expansion is more commonly associated. Military, economic, and administrative explanations establish that European states could project power globally; they begin their analysis at the moment authority already exists. This dissertation explains what happened before that moment — how sovereignty was actually reconfigured within the political systems Europeans encountered.

Empire, in this reading, was not simply imposed through violence or assembled through conquest. It was regulated into existence — treaty by treaty, provision by provision, until the order was durable enough to enforce itself.

Why We No Longer See Formal Empire

The mechanism traced in the nineteenth-century cases raises an obvious question: why do similar forms of legal and economic entanglement in contemporary international politics rarely culminate in formal empire?

The mechanism described above produced a directional process in which sovereignty eroded not through a single act of conquest but through the progressive layering of legal authority. Courts established to adjudicate disputes involving imperial subjects became venues in which broader jurisdictional claims could later be asserted. Subsidy arrangements designed to price military protection created financial obligations that could be invoked as grounds for intervention. Doctrinal claims governing the circulation of goods and vessels transformed bilateral concessions into generalized principles governing entire waterways. In each instance, the legal instruments through which imperial actors engaged local rulers simultaneously recorded agreements and altered the terrain on which subsequent negotiations took place —and we still see negotiations like this today.

One striking feature of the nineteenth-century histories is the absence of institutions capable of interrupting this cumulative process. Treaty renegotiation was structurally asymmetric. Agreements were typically concluded bilaterally between imperial representatives and rulers whose bargaining position weakened as legal infrastructure accumulated. There were few neutral venues in which disputes over treaty interpretation could be adjudicated on equal terms. Nor were there institutionalized avenues through which subordinate polities could

collectively resist the progressive reinterpretation or extension of prior agreements. In the absence of such constraints, the accumulation of legal provisions operated asymmetrically: each successive agreement extended authority more cheaply than the last, while reversal grew correspondingly more costly for the weaker party.

Seen from this perspective, the imperial encounters examined in this dissertation resembled a narrowing funnel. Early agreements often preserved substantial formal autonomy for local rulers. But as legal infrastructure accumulated—courts, residents, subsidy schedules, doctrinal claims—the set of politically viable outcomes progressively contracted. Reversal became increasingly costly as prior agreements hardened into institutional arrangements that could not easily be undone. By the time formal annexation occurred, the legal and administrative structures that made it possible had often been in place for decades.

Yet dynamics that resemble elements of this process appear in contemporary international politics without typically culminating in formal empire. States remain formally sovereign even as they become embedded in dense networks of financial obligations, regulatory commitments, and institutional relationships that shape their policy autonomy. Infrastructure finance, long-term concession agreements, and complex treaty regimes can create forms of dependence or leverage that bear some resemblance to the historical dynamics traced in this study.

Large-scale infrastructure initiatives provide one contemporary example. The network of development and financing agreements associated with China's Belt and Road Initiative, spanning infrastructure projects across Asia, Africa, and Europe, has generated debate over whether long-term lending arrangements and infrastructure concessions may produce forms of

political influence over participating states.[4] In Sri Lanka, for example, debt renegotiation surrounding the Hambantota port project resulted in a ninety-nine-year lease granting a Chinese state-owned enterprise operational control of the port while formal sovereignty remained with the Sri Lankan government.[5]

Similar questions arise in other domains of international economic governance. Resource concessions, sanctions regimes, and financial restrictions can structure the policy space available to states without altering their formal sovereign status. Recent U.S. policy toward Venezuela illustrates this dynamic: following the capture of Venezuelan leader Nicolás Maduro in 2026, U.S. officials announced plans to control the flow and revenue of Venezuelan oil exports in order to shape policymaking in Caracas and influence regional energy markets.[6] Such arrangements do not formally annex territory or abolish sovereignty. Yet by structuring access to key economic resources, they can constrain the range of politically viable choices available to governments.

Jurisdictional authority also continues to expand through legal instruments that operate across borders. Extradition treaties, financial crime enforcement, and transnational policing instruments increasingly allow states to exercise legal authority beyond their own territorial boundaries. For example, U.S. enforcement of the Foreign Corrupt Practices Act has repeatedly subjected foreign firms to American prosecution for conduct occurring outside U.S. territory

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[4] Deborah Brautigam, "A Critical Look at Chinese 'Debt-Trap Diplomacy': The Rise of a Meme," *Area Development and Policy* 5, no. 1 (2020): 1–14, https://doi.org/10.1080/23792949.2019.1689828.

[5] Zenel Garcia and Alexandra Meise, "Ports, Politics, and Power: The Messy Reality of China's Overseas Port Investments," *War on the Rocks*, September 11, 2025, https://warontherocks.com/2025/09/ports-politics-and-power-the-messy-reality-of-chinas-overseas-port-investments/.

[6] Alice Hill et al., "Oil, Power, and the Climate Stakes of the U.S. Move in Venezuela | Council on Foreign Relations," Council on Foreign Relations, January 23, 2026, https://www.cfr.org/articles/oil-power-and-the-climate-stakes-of-the-u-s-move-in-venezuela; Hope Dancy, "The Colonial Takeover of Venezuela Begins with Corporate Investment," *The Nation*, January 15, 2026, https://www.thenation.com/article/world/venezuela-maduro-us-colonialism/.

when transactions passed through the American financial system.[7] Institutions such as Interpol help stabilize this expanding jurisdictional environment by providing standardized pathways through which states can circulate arrest requests and coordinate enforcement actions across national legal systems. In contrast to the nineteenth-century treaty environment, however, these pathways operate within institutional frameworks that regulate how such claims are made and contested, rather than allowing jurisdictional authority to accumulate through bilateral reinterpretation alone.

Despite these parallels, contemporary international politics rarely culminates in the formal transfer of sovereignty that characterized nineteenth-century imperial expansion. Protectorates, annexations, and the direct assumption of sovereign authority over foreign polities have largely disappeared from the repertoire of international practice. Even powerful states rarely attempt to convert economic or legal leverage into formal territorial control.

One possible explanation lies in the institutional architecture of the contemporary international system. Since the early twentieth century, international institutions have increasingly provided channels through which states can contest, reinterpret, or renegotiate the legal arrangements that structure their external relations. Multilateral treaty regimes embed bilateral agreements within broader institutional frameworks. Arbitration instruments and international courts offer venues in which disputes over treaty interpretation can be adjudicated beyond the unilateral authority of the stronger party. Financial institutions and multilateral development frameworks introduce collective oversight into arrangements that in earlier periods might have remained strictly bilateral.

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[7] Annalisa Leibold, "Extraterritorial Application of the FCPA under International Law," *Willamette Law Review* 51, no. 2 (2015): 225–67, 111830868.

These institutions do not eliminate asymmetries of power. Powerful states continue to exert disproportionate influence within many international organizations, and economic leverage remains a central feature of international politics. But the institutional environment in which legal agreements operate has changed in ways that may interrupt the cumulative dynamics observed in the nineteenth-century imperial archive. Where earlier treaty regimes often allowed legal provisions to accumulate through bilateral reinterpretation and extension, contemporary institutions can create lateral exits from such trajectories by providing alternative venues for renegotiation or dispute resolution.

The historical argument developed in this dissertation therefore raises a broader question for contemporary global governance. If nineteenth-century imperial expansion was facilitated by the absence of institutions capable of interrupting the accumulation of legal authority, the durability of the modern sovereign state system may depend in part on the strength of institutions that perform precisely that function. The mechanism traced in this study suggest that sovereignty can erode gradually through the layering of legal commitments even in the absence of formal conquest. Whether contemporary international institutions are capable of interrupting such processes—or whether new forms of accumulation may emerge in institutional environments not yet designed to constrain them—remains an open question. Seen in this light, the nineteenth-century treaty regimes examined here illuminate not only a historical mechanism of imperial expansion but also the institutional conditions under which sovereignty proves more or less resilient.

The accumulation of legal authority was not inevitable. It unfolded within a particular institutional landscape—one characterized by bilateral treaty-making, asymmetrical renegotiation, and the absence of neutral venues for contestation. Understanding how that

landscape shaped imperial expansion helps clarify the institutional features that may distinguish the contemporary international order from the one that preceded it.

Coda: The Strong Arm and the Paper

On the evening of June 25, 1850, Lord Palmerston rose in the House of Commons to defend the blockade of Athens. A British subject, Gibraltar-born merchant Don Pacifico, had had his property destroyed in an Athenian riot; after Greek restitution went unmet, Palmerston ordered the Royal Navy to seize Greek vessels in the harbor. The speech he gave that night, running nearly five hours, concluded with a declaration that any British subject anywhere in the world could feel confident that the watchful eye and the strong arm of England would protect him against injustice and wrong. It was a sweeping claim for an empire whose army had contracted to under 90,000 men and whose Treasury had spent three decades cutting military expenditure to the bone. The arithmetic did not add up — unless force alone was never the answer.

What the preceding chapters have traced is the mechanism by which the empire secured its interests as cheaply as possible — not through the continuous deployment of force, but through the accumulation of legal provisions that made force, when it came, legible as enforcement rather than seizure. The treaties that British representatives concluded across Africa, South Asia, and the Arabian Peninsula did not merely record the political relationships they governed. They restructured those relationships, provision by provision, depositing courts and residents and performance standards and doctrinal claims that persisted long after the negotiators departed. Each agreement extended authority in the present and established the legal environment within which the next agreement would be negotiated.

Histories of empire have long emphasized its material technologies — the steamship, the railway, the telegraph, the Maxim gun. These innovations shaped the physical and logistical conditions under which imperial authority could be projected abroad. But law was also a technology of empire, and in many settings the more consequential one. It required no continuous deployment. It accumulated. Each treaty both extended authority in the present and deposited the institutional conditions under which the next extension would be cheaper, more legible, and harder to contest. Law did not accompany conquest —it was one of its primary technologies.

Appendix A: Jurisdiction Cases

All treaty texts reproduced in this appendix are drawn from the printed volumes cited in the main text and bibliography. Where digitized copies were used, they were accessed via HathiTrust or GoogleBooks. Bibliographic entries provide links to the corresponding GoogleBooks or HathiTrust catalog records, from which individual volumes can be accessed.

Sierra Leone

Convention with the Timmanee Chiefs, 25 May 1819

Edward Hertslet (Comp.), *Hertslet's Commercial Treaties,* Vol. 14 (London, 1875), pp. 934–936. Digitized by HathiTrust and hosted online.
This transcript was generated using Optical Character Recognition (OCR) from the printed edition. It has been manually cleaned for readability while preserving the original structure.

CONVENTION between his Excellency Lieutenant-Colonel Charles McCarthy, Captain-General and Governor-in-Chief in and over the Colony of Sierra Leone and its Dependencies, Vice-Admiral of the same, &c., and Commander-in-Chief of His Majesty's Forces on the West Coast of Africa, on the part of His Majesty the King of Great Britain and Ireland, and Pa London, commonly known by the name and style of Ka Conko, and his Chieftains, Headmen, &c.

His Excellency the Captain-General and Governor-in-Chief being anxious to maintain the happy union and harmony which has for several years past subsisted between the Colony of Sierra Leone and the Timmanees, wishing to strengthen and renew the former Treaties made by his predecessors with the King and Chieftains, to prevent all misunderstanding which might arise from misconception as to the proper limits and boundaries of the colony, the rights and titles of British subjects under the authority of the Governor and

Council, hereafter to form establishments on such parts of the left bank of the Bunch River as are at present unoccupied by British subjects, and Pa London, commonly called Ka Conko, and his Chieftains, Headmen, and gentlemen, being animated with the same sentiments, have for the benefit of all parties concerned agreed as follows:

The said Pa London, commonly called Ka Conko, his Chieftains, Headmen, and gentlemen, have for themselves and their successors ceded, transferred, and given to his said Excellency Governor McCarthy, as Governor for the time being, for the use and on the behalf of His Majesty the King of the United Kingdom of Great Britain and Ireland and his successors, the full, entire, free, and unlimited possession and sovereignty of the territory and lands commonly known under the name of

Mar Porto and Ro Bomp, situated on the banks of the Bunch River, and extending from to , with all right and title to the navigation of the same river, water, or rivulet situated on the left side as aforesaid.

The extent and limits of the afore-mentioned lands of Mar Porto and Ro Bomp shall be duly established in the presence and with the consent of Pa London, commonly called Ka Couko, or a person or persons duly authorised by him to that effect, and no alteration in said limits shall hereafter under any pretence or plea be permitted under the authority or sanction of his said Excellency the Governor or his successors, without the concurrence of the said Pa London or his successors, it being fully understood that within the extent of those limits only British subjects shall have a right to occupy lands in those districts.

In consideration of which transfer of fands his said Excellency the Captain-General and Governor-in-Chief, for himself and succes- sors the Governors of Sierra Leone for the time being, on the part and on the behalf of His Britannic Majesty, engages, promises, and agrees to pay yearly and every year to the said Pa London, commonly called Ka Conko, or to such person as may succeed him or be appointed or authorised to receive the same, the sum of 50 bars in lieu of all other claims or demands of whatever nature or descrip- tion (the yearly rent of 100 bars to King Farima excepted, which shall continue as heretofore) and his Excellency solemnly promises for himself and successors for the time being on the part of His Britannic Majesty not to disturb or molest any of the native in- habitants who may now occupy any towns, houses, or huts within the extent of the limit of the places afore-mentioned.

It is further agreed by the Contracting Parties that the yearly rent of 50 bars shall become due and payable on the 4th day of June in each year, the same to commence from the 4th of June next, and payable on the same day of the year 1820, and to consist of the following articles, which are to be taken at the rate here agreed upon and not liable to any alteration.

Lastly, in faith of due and regular payment of the yearly rent above agreed upon the present Treaty shall be considered as null and void.

In witness whereof the said Contracting Parties at Freetown, in the colony of Sierra Leone, on the 25th day of May, 1819, have here- unto set their hands and seals in presence of the subscribing witnesses.

Their marks C. MACCARTHY.

X PA LONDON KONKO.

X PA NAINGBANNER.

X MORMODOO BUNDOO.

X PA KATTENA.

Witnesses

TH. OMEARA

J. MACLEAN.

W. H. SAVAGE.

Treaty with the King of Bulola, 23 June 1827

Edward Hertslet (Comp.), *Hertslet's Commercial Treaties,* Vol. 12 (London, 1873), p. 12.
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TREATY between his Excellency Major-General Sir Neil Camp- bell, Governor-in-chief over the British possessions in western Africa, on behalf of His Majesty the King of the United Kingdom of Great Britain and Ireland, and his heirs and successors, and Agai, King of Bulola, for himself, his heirs and successors, in concert with his Chiefs and Headmen, for themselves, their heirs and successors.

ART. I. No native or other person within the territory of Bulola is to be deprived of any ground which is in cultivation and actually occupied.

II. The relations which now exist between different classes of the community are to continue, but no slave or domestic ser- vant is to be sold for exportation beyond the frontier of Bulola.

III. All British subjects may form factories or other esta- blishments in any place not actually occupied, or, if occupied, paying for the same ; their property of every description and themselves shall be free from every exaction, palaver, or ob- struction, and all communications opened to and from Bulola and other countries.

IV. The King of Great Britain and Ireland, his heirs and successors, have for ever right to establish villages, forts, to cultivate farms, and every other establishments, public or private, which the Governor of Sierra Leone or any other com- petent British authority within the

territory of Bulola may deem fit, according to the other Articles in this Treaty sub- scribed on board of the \"African \" off Lawrence Town, this 23rd day of June, 1827, by the King's brother Agai, and Solimany, Headman of Lawrence Town, in behalf of the King of Bulola,being duly authorized by the latter.

N. CAMPBELL, Governor.

Their
X SOLIMANY.
X AGAI.

Witnesses to marks:
SEPTIMUS ARABIN, Capt. R.N.
C. M. BURROWS, Actg. Military Secretary.

Treaty with the Timmanee Nation, 23 September 1831

Edward Hertslet (Comp.), *Hertslet's Commercial Treaties*, Vol. 12 (London, 1873), pp. 14–21. Digitized by HathiTrust and hosted online.
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His Excellency Alexander Findlay, Colonel in the British army, Lieutenant-Governor, Vice-Admiral, and Ordinary for His Majesty the King of Great Britain, in and over the colony of Sierra Leone and its dependencies, being most anxious to fulfil the intentions of the British Empire in founding the said colony, by promoting the civilization and improvement of the Timmanee people, secure the internal and external tranquillity of their country, and establish on a firm and sure basis the several commercial relations now existing between the said colony and the Princes, Chieftains, and Headmen of the Timmanee nation; and in furtherance of these great objects having deputed the Honourable Henry Rishton, Colonial Secretary for the said colony,the Honourable John M'Cormack, and the Honourable Benjamin Campbell, respectively members of His said Majesty's Council for the said colony, together with Henry William Macaulay and William Henry Savage, Esquires, Commissioners on behalf of his Excellency, to enter into Convention, and to conclude a Treaty of Amity and Commerce between the said colony and the several Princes, Chieftains, and Headmen of the said nation : And Bey Cobolo, Prince and Chieftain of the Marampa country, including Marbala; Fatima Bramah, the Alikarlie of the Port Logo country; Bey Fonti, Prince and Chieftain of Menda; and Alimarmie Cabba, Chief of the district of the town

of Rokelle, a dependency of Ma Simera, fully conscious of the good and friendly intentions of His Excellency the said Governor, and feeling convinced that it is the true interest of themselves and their respective subjects to cultivate, by all possible means, the most friendly understanding between their respective countries and the said colony; and also, animated with the desire of giving peace, and securing the same blessing throughout their several districts, under the protection and influence of the said colony, being assembled at Marbala aforesaid, in concert with the aforesaid Commissioners on behalf of his Excellency the said Governor, and with them having maturely and deliberately considered on the means most likely to effect these general objects, have agreed and do agree, and under convention do stipulate as follows

ART. I. There shall be perpetual peace, amity, and free intercourse between the said colony and its inhabitants, and the said Princes, Chieftains, and Headmen, and their successors, and the inhabitants of the several districts hereinbefore set forth.

II. No foreign wars shall be entered into by the said Princes, Chieftains, and Headmen, or their successors, or any of them, without first making the Governor of the colony for the time being acquainted with the matter in dispute, and thus affording him the opportunity of employing his mediation, which, it is understood, lie shall always most strenuously exert.

III. In the event of the countries under the government of any one of the Princes, Chieftains, and Headmen included in this Convention, or their successors, being attacked by any Prince or Chieftain not a party hereto, his Excellency Alexander Findlay, Lieutenant-Governor of the said colony, for himself and his successors administering the said government, engages to aid in expelling the invaders by furnishing such arms and munitions of war as may be deemed expedient: provided always, that at the end of such invasion or war the articles so furnished, which have not been consumed, shall be returned in such manner and at such time and place as the Governor of the said colony for the time being shall appoint.

IV. The several Princes, Chieftains, and Headmen, parties to this Convention, solemnly agree and undertake not to commence hostilities one against the other, under any pretence whatsoever.

V. And that if any of the said Princes, Chieftains, or Headmen, parties to this Convention, or their respective subjects,

shall be aggrieved by any other Prince, Chieftain, or Headman, a party to this Convention, and shall be unable to obtain such satisfaction as the nature of the case may require, the other Princes, Chieftains, and Headmen, parties thereto, engage to assist, by every means in their power, to procure an amicable settlement of the said difference ; and if they fail in their joint efforts to adjust the same, then the Governor of the said colony for the time being, when informed thereof, shall proceed to hear the several parties in difference, in conjunction with the several Princes, Chieftains, and Headmen not being parties to the said difference; and further engages, together with those Princes, Chieftains, and Headmen acting in concert with him in this behalf, to compel, even by force of arms if necessary, the fulfilment of whatever may be decided upon and claimed from the party found to have committed the aggression complained of.

VI. It is further agreed between the Contracting Parties, that in the event of any war or attack being made on the said colony, on the Governor of the same for the time being requiring assistance from the Princes, Chieftains, and Headmen, parties to this Convention, they will respectively, according to the extent of their several districts, furnish such a number of able-bodied men for military service in the said colony as the said Governor may require, and who shall, in that case, be fed and paid as the militia of the said colony, and when the danger which had threatened the said colony shall have passed, shall be sent back to their country at the expense of the said colony.

VII. The Contracting Parties being desirous to remove every cause of misunderstanding which may exist betwoon them respectively, stipulate and agree for themselves and their successors, that they, the Princes, Chieftains, and Headmen, and their successors, will give up to the Governor of Sierra Leone for the time being, or such person as he may appoint for that purpose, every liberated African who may be brought into their respective territories, either by having been enticed away, kidnapped, purchased, or held for any debt or pretended claim; and that no satisfaction shall be required or made to any person before such surrender for any purchase-money which may be alleged to have been paid, promised, or advanced on account of such liberated African.

VIII. And that if any person or persons belonging to thesaid colony should commit any crime therein, and abscond fromjustice, or being indebted within the said colony, to avoid pay-ment thereof, remove or take up his or their residence withinany of the districts under the

government of any of the saidPrinces, Chieftains, or Headmen, then, on a demand being made
by the Governor of the said colony for the time being, for thesurrender of such person or persons, he or they shall be surren-dered accordingly.

IX. And that in all cases where persons who may be con-sidered as domestics by the Timmanee nation, and who may beproved to have formed part of the family of any person livingwithin the districts of the said Contracting Princes, Chieftains,and Headmen, shall run away, and without leave from theirmasters resort to Sierra Leone, or to any factories belonging thereto, and refuse to return upon the application of their said masters, the said persons shall be compelled to leave the said colony or the factories thereof, and be sent into the districts in which their masters may reside, being the districts aforesaid.

X. And that all offences committed or done in the Timmanee country (not ceded to the Crown of Great Britain), and being under the government of the Princes, Chieftains, and Headmen, parties to this Convention, by any subject of the colony of Sierra Leone, may be treated and dealt with according to the laws of the said country; provided always the punishment shall never extend to death, deprivation of limb, or loss of liberty, without the consent of the Governor of the said colony for the time being.

XI. The parties to this Convention, animated with the desire to protect those people of the Loco nation who have surrendered to the Timmanees under Alikarlie in the late war, mutually agree that they, being in possession of the towns or villages called Rocamp, Romaryinta, Rotongbi, Robarie, Robonko, Ropollong, Robantee, Ropongar, Roma Banna, and Ro Simbe-har, under Suracattee, their Headman, shall occupy the district in which the same are situated, called Ro Bargar, as free per-sons, with full right to farm, build, and live in the same, and to pass and repass with their produce to Marbala, or any other place, and in all respects siall be entitled to every privilege now enjoyed by a free Timmaniec within the said territories.

XII. And whereas the town of Marbala is a great mart of trade with the subjects of the said Princes, Chieftains, and Headmen, and the inhabitants of the said colony, and others re-sorting thereto, and it being highly necessary that the Headman of the said town should be one of known respectability and character, it is therefore mutually agreed, that Pa Subar, the present Headman of the said town, shall be considered under the special protection of the said Contracting Princes, Chieftains,

and Headmen, his Excellency the Governor, and every future Governor of the said colony; and that in the event of the removal by death or otherwise of the present Chief or any future Chief before another is appointed to fill the said office, the name of his intended successor shall be made known to the Governor of the said colony for the time being, and his consent obtained, which it is hereby understood he will always grant, unless it shall appear that the person had heretofore shown himself hostile to the interests of the said colony and its commerce, in which case another shall be named and appointed, until the objection or objections made shall be found no longer to exist.

XIII. And whereas the object of his Excellency the Lieutenant-Governor of Sierra Leone is to extend the commerce and commercial influence of the said colony, in which object the Princes, Chieftains, and Headmen, parties to the Convention, are desirous to co-operate, they do therefore stipulate and agree that all Foulah, Sangarra, Koranko, Mahomedan, and other strangers shall be considered under the special protection of the several Contracting Parties, and that they shall have free and secure passage through their several countries towards the said colony and in returning therefrom, and that their property shall be respected, and not be detained by reason of any disputes which may exist in any district through which they may pass; and that persons molesting or injuring them in their persons or property shall be punished according to the laws of the country where such offence may be committed; more especially, that they shall not be compelled to pay any custom or present for such passage or protection.

XIV. It is mutually agreed between the Contracting Parties. that in the event of any dispute arising between any of the said Princes, Chieftains, and Headmen, their successors or their subjects, no stoppage shall be put to the passage of canoes, with or without cargo, up or down the rivers Rokelle or Port Logo, and proceeding to or from the said colony, or factories belonging thereto ; and that no purrah or other mode shall be put up or adopted by any Prince or Chieftain, or by any person whatsoever, whereby the trade in which the said colony is interested may be injured, delayed, suspended, or destroyed; and that if the person offending or suspected belongs to the said colony, complaint shall be duly made to the Governor of the said colony for the time being, who will redress the same, and see justice done to the party aggrieved.

XV. And that if any person or persons, of whatever rank, subjects of the said Contracting Princes, Chieftains, or Headmen, should impede, obstruct, or in any manner offend against this Article, then, upon due proof being made thereof to the Prince, Chieftain, or Headman of the district in which he or they may reside, he or they shall be compelled to make such reparation and satisfaction as the nature of the offence and injury may seem to require ; and if unable to do so, shall be compelled to remove from the vicinity of the place where the said offence or injury was committed.

XVI. And that no property of any kind belonging to any subject of the said colony of Sierra Leone, landed or deposited in any town, village, or place within the districts aforesaid, shall be seized or detained on any account whatsoever, unless the party is justly proved before the Headman of the said town, village, or place, to be indebted within the said country, and then no longer than the debt shall remain unsatisfied; and such debt having been satisfied, that no parrah or country law shall have the effect of preventing the removal of the property aforesaid to the said colony, or to any factory established by the inhabitants thereof ; and further, that if any blood shall be shed in any town, village, or factory within the districts aforesaid by any person or persons whatsoever, the goods and property belonging to the people of Sierra Leone shall in no case be seized, taken, or removed without their consent, but the palaver for the same shall proceed without any such seizure.

XVII. And whereas his Excellency Alexander Findlay, bearing in mind the trouble and expense that are occasioned to the various Princes, Chieftains, and Headmen, parties to this Convention, in keeping open the paths for the passage of strangers resorting to the colony of Sierra Leone with their property, and being convinced of the willingness of the said Princes, Chieftains, and Headmen to do all in their power to forward the wishes of the Government of the said colony in granting such strangers protection, without exacting what has been considered due from such persons ; and more especially intending to encourage such sentiments on the part of the Princes, Chieftains, and Headmen, and their successors, and in proof of the lasting goodwill and favour of the said Government, for himself as Lieutenant-Governor as aforesaid, and for his successors in the said office for ever, doth stipulate, undertake, and agree, in the month of June of each year, at Freetown in the said colony, or at such other Place as tle Governor for the time being may please to name, to present and give unto the Prince or (Ihieftain

of Marampa I() bars, unto the Prince or Chieftain of Menda 100 bars, unto the Alikarlie of Port Logo 150 bars, unto the Aliiarmie of Rokelle 100 bars, unto Pa Subar and his successors, as Chieftains of Marbala 100 bars, and to the Alikarlie of Port Logo, for and on the behalf of the Chieftain of the Bumballee country, 50 bars, as specified on the schedule at the foot this Treaty.

XVIII. And in order to place the several inhabitants of the colony of Sierra Leone and inhabitants of the rivers Port Logo and Rokelle on the most amicable footing in their several trading relations, it is more particularly stipulated between his Excellency the Lieutenant-Governor, Alikarlie, and Alimarmie Cabba, that in consideration of the annual custom or presents hereinafter set forth, they, the said Chieftains, will permit from henceforth any person or persons belonging to the said colony to form a factory or establishment for trade in any part of the several districts before mentioned that may be agreed upon, without any let or molestation of any kind; and that they shall not claim from such persons any rent or annual custom for any purpose whatsoever, but that the said annual custom or present to the said Chieftains, that is to say, to Alikarlie 300 bars, and to Alimarmie 200 bars, which it is hereby stipulated shall be delivered to the said Chieftains annually by the Governor of the said colony, in the month of June in each year, shall be and remain in lieu thereof to them and their successors for ever; and that the rents now due by the owners of the present factories, being paid up for the present year, shall be considered, to all intents and purposes, as being included in the above arrangement, and fully exonerated from all future rent and service, it being hereby fully understood and agreed that his Excellency the Governor of the said colony for the time being shall have full right and authority to ask, demand, and receive from the several persons belonging to the said colony, now holding timber and other factories within any of the territories of the said Chieftains, the amount from year to year which they have severally stipulated to pay for the occupation of the site thereof, or such part or sum in composition as he may think fit; and further, to fix and require such sum in annual rent or otherwise in consideration of any future leave to the inhabitants of the said colony to occupy any site within the said territories; and that any person or persons who may hereafter establish a factory within the said districts shall produce to the Chieftain of such district a certificate or letter from the Governor of the said colony that he or they has liberty so to do.

XIX. And lastly, it is mutually agreed by the several Contracting Parties, that in the event of any misunderstanding arising relative to the meaning of any clause in the present Treaty, a person shall be named on the part of the Governor of the said colony for the time being to meet a person appointed by the said Princes, Chieftains, and Headmen, who shall be respectively empowered to arrange the same, and to remove any doubt that may exist as to the true intent and meaning thereof. And thereupon the said Princes, Chieftains, and Headmen,and the said Commissioners on behalf of his Excellency Lieutenant-Governor Alexander Findlay, at Marbala, in the Marampa country, on the 23rd day of September, in the year of Jesus Christ 1831, and in the second year of the reign of His Majesty King William IV., have respectively to this Convention set their mark, signature, and seals in the presence of the several witnesses, who have also subscribed their names, and in the general assembly of the inhabitants now assembled.

His
X BEY COBOLO, and 3 others.
mark.

HENRY RISHTON, Col. Sec. M.C., and 4 others.

Treaty with Quiah (Revised), 29 January 1872

Edward Hertslet (Comp.), *Hertslet's Commercial Treaties,* Vol. 14 (London, 1875), pp. 984–987. Digitized by HathiTrust and hosted online.
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BETWEEN his Excellency John Jennings Kendall, Administrator of the Government of the West Africa Settlements, on behalf of Her Majesty Queen Victoria, of the one part, and Alexander Bey Cantah, King of the Quiah country, on behalf of himself and Chiefs and people, of the other part.

WHEREAS by Treaty dated the 2nd April, 1861, and made between his Excellency Stephen John Hill, C.B., on behalf of her said Majesty, of the one part and the said Alexander Bey Cantah and the Chiefs and Headmen of the Quiah country of the other part, all that territory now known as British Quiah was ceded, surrendered, and transferred to Her said Majesty, her heirs and successors, and was annexed to the Settlement of Sierra Leone, and made subject to the laws then and thereafter in force in the said Settlement: And whereas Her Majesty the Queen has been graciously pleased as a proof of her goodwill and favour

to the King, Chiefs, and people of' Quiah to cede and give back again a portion of the said country known as British Quiah upon the conditions following; namely :

1. The right, title, and sovereignty of Her Majesty Queen Victoria and her successors in, to, and over the whole of the country now known as British Quiah is hereby declared and shall be for ever maintained.

2. That portion of British Quiah bounded as follows: commencing at the entrance of Bance Creek, thence following the creek at Ro Bruce River to the north of the town of Madonkia, thence in a straight line along the proposed road marked A B by Songo town to the point marked C on Songo town creek, thence following the original boundary to a point marked D on Quiah Creek and thence following the course of the creek and the banks of Sierra Leone river to the point of commencement (except however as next herein- after mentioned), and on the plan hereunto annexed coloured red, is hereby ceded by Her Majesty Queen Victoria to Bey Cantah and his successors the Kings of Quiah, subject, nevertheless, as afore- said, and to the conditions herein contained; and be and all his people are permitted to return to their country and reside within the aforesaid boundaries.

3. The house at Bonkia, together with a piece of land included within a radius of one quarter of a mile, shall be and is hereby excepted out of the territory now ceded; but no persons shall be disturbed in the occupation of their houses and lands within this radius as long as the terms of this Treaty are faithfully observed and performed.

4. The remaining portion of British Quiab, and on the said plan coloured green, shall remain and for ever hereafter form a portion of the Settlement of Sierra Leone, and all residents therein are and shall be subject to the laws for the time being in force in the said Settlement.

5.The territory now ceded shall be liable to be resumed by Her Majesty Queen Victoria and her successors whenever she or they shall think fit.

6. Bey Cantah and his successors shall keep all roads open, and in particular shall make, maintain, and keep in proper order and repair a good road from west to east through the said territory and marked A B on the plan annexed hereto, the said road to be made within 12 months from the date of this Treaty.

7. Good order shall be maintained by Bey Cantah and his successors and Chiefs throughout the territory, and all criminals, whether British subjects or others, shall be surrendered to the agent of the Government

of Sierra Leone whenever a demand shall be made for that purpose, in order that they may be tried and punished according to English law.

8. The buying, selling, or bartering of slaves is forbidden, and shall be by Bey Cantah and his successors and Chiefs strictly prohibited; nor shall the passage of slaves through the ceded territory be allowed.

9. Human sacrifices shall be prevented, and for ever forbidden by Bey Cantah and his successors and Chiefs.

10. Bey Cantah, and his successors, the Kings of Quiah, shall be entitled to receive a stipend of 501. per annum from the Government of Sierra Leone during his and their good behaviour, and so long as the conditions of this Treaty are faithfully observed, but no longer.

11. No person shall be molested or disturbed in the exercise or enjoyment of any right acquired under the said Treaty of April 2, 1861, and the Kings and Chiefs shall be responsible for the protec- tion of British subjects resident in the territory on their payment of the rents for their farms and factories now paid and payable at the date of this Treaty.

12. British subjects are hereby guaranteed the right of free and unrestricted legitimate traffic within the said territory, and all rights and privileges heretofore enjoyed by them are hereby re- cognised and confirmed, subject to the usual rents and customs.

13. All complaints against British subjects must be made to the nearest resident English magistrate or to the Governor at Free- town, in order that justice may be impartially done between the parties.

14. British subjects are strictly prohibited from breaking the country laws or from interfering in any way with the manners, customs, or proceedings of the people in the ceded territory.

15. No customs or other dues or payments shall be levied or collected upon any boats or canoes coming down the river to or going up from Sierra Leone for the purpose of trade, and all mer- chandise imported into the ceded territory in vessels, boats, or canoes clearing from the barbour of Sierra Leone shall be exempted from the payment of any duty whatever, and in like manner the productions of the said territory imported into Sierra Leone shall be exempted from all import or other duties.

16. All missionaries and ministers of religion shall be allowed the free exercise of their calling, and be protected therein without the

payment of rents or dues of any kind.

17. Bey Cantah and his successors shall not carry war into any of the neighbouring territories; nor shall he or they allow war to take place in the Quiah country without immediate notification thereof to the Governor of Sierra Leone.

18. This Treaty shall be proclaimed throughout the Settlement of Sierra Leone immediately after the execution thereof, and a duplicate shall be delivered to Bey Cantah.

J. J. KENDALL, Administrator of the Government of the West Africa Settlements.

His
X ALEXANDER BEY CANTAH
mark.

Signed and sealed at Benkia, in Quiah, this 29th day of January, in the year of Our Lord, 1872, and in the 35th year of the reign of Her Majesty Queen Victoria, in the presence of':

Their
X ANSUMANNA KONKOH, for Pa Nain Bannah.
ALIMAME LAHIE BUNDOO. (Signed in the Arabic language.)
X SOREI TUGOSHIE.
DOUDOO BUNDOO. (Signed in the Arabic language.)
X FILLAH.
SANTIG BAILLEE MUODO (Signed in the Arabic language.)
X BONKONAH BUNDOO.
X BEY MARO.
marks. BEY SHERBRO, BEY SHERBROO.

SORI CUNDITO. (Signed in the Arabic language.)
E. GRAHAM ALSTON, Queen's Advocate.
P. SHEPPARD, Capt., 2nd W. I. Regt.
J. P. McEWEN, R.N., Comd. Sherbro.
C. PARKINSON, Lieut., R.N., F.M.C.S. Sherbro.
H. N. POLLARD, Lt. 2nd W. L Regt.
ELMAN G. SARGENT, Lieut. 2nd W. L Regt.
A. T. ELLIOT, Staff Surgeon.
John McLEENAN, Chief Engineer, Sherbro.
HARRY GOUGU, Agent Company of African Merchants, L.D.
JON. R. PRATT, Firm of W. H. Pratt & Sons.
J. B. CUMMINGS.
Thos., Geo. Lawson, Govt. Interpreter.

Cape Frontier

Treaty with the Gaika Kafir Chiefs, 17 September 1835

Great Britain, Parliament, *Treaties Entered Into by Governors of the Colony of the Cape of Good Hope and Other British Authorities with Native Chieftains and Others Beyond the Border of the Colony Between the Years 1803 and 1854* (Cape Town: Saul Solomon & Company, 1857), pp. 23-28. Digitized by Google Books and hosted online.
This treaty was transcribed from a digitized scan of the printed volume.

TREATY with the Kafir Chiefs of the Tribe of Gaika.-Signed at Fort Willshire, September 17, 1835.

Articles of a Treaty of Peace granted to the Kafir family of Gaika, and its connexions and dependents, in the name of the King of England, by His Britannic Majesty's Governor of the Colony of the Cape of Good Hope.

THE above tribe and its different branches and connexions being therein personally represented by Macomo, Tyalie, and Eno, for themselves, Kusia (son of Guanya), for Suta and her son Sandili, Fadani for Bothma: and these chiefs, for the whole collectively, and each individually and independently, for himself and his own immediate family, or for that which he represents, having supplicated for mercy and peace at the hands of the Governor, and prayed to be admitted and received as subjects of the King of England, and to live henceforth under the protection and authority of the English laws, within His Majesty's aforesaid colony; and His Majesty's Governor having, in the name of the King his master, granted the said prayer: these Articles of Treaty are hereby mutually agreed on between the aforesaid Contracting Parties, and are concluded and ratified accordingly, in the manner and terms following:

I. The aforesaid chiefs and representatives, Macomo, Tyalie, Kusia, Eno, and Fadani, all of them, in the name of the whole tribe, its connexions and dependents, and each for himself, and the branch or family of it which he individually represents, separately and solemnly promise and engage to bear true allegiance to, and to be faithful subjects of, His Majesty the King of England; to be friends to His Majesty's friends, and enemies to his enemies ; to obey the commands of His Majesty's Governor, and the duly constituted colonial authorities, and to live in submission to the general laws of

the colony. The Governor and the laws, at the same time, extending to them the same protection and security as to the other subjects of His Majesty.

II. To the penalties of these laws, the above chiefs and representatives as aforesaid, their tribe and families, hereby alike become amenable if they break them; and they must be aware that these laws inflict severe punishment, and even death itself, upon those who commit the crimes of treason, viz., rebellion, or taking up arms against the King, or the Government of the colony; murder, rape, setting houses or property on fire, theft, whether of horses, cattle, sheep, goats, or other property. And such penalties will be equally incurred, if they be committed by any members of the above tribes, or families, against each other, as if committed against other inhabitants of the colony.
And they will also especially take notice, and be aware, that the Fingo nation, having already become subjects of the King of England, any offence against the persons or property of the Fingoes will incur the penalties of the laws, and be severely visited upon all such offenders.

And the aforesaid chiefs and representatives are also made aware that any proceedings on their part, or on the part of any of their tribe or families, as aforesaid, against any one, whether within or without their tribe, for the pretended offence of witchcraft, are peremptorily forbidden by the above cited laws, and will be severely punished accordingly.

At the same time, the aforesaid chiefs and representatives understand, and it is a part of this Treaty, that the said English laws do not apply, and will not be applied to, or interfere with, the domestic and internal regulations of their tribe and families, nor with their customs, in so far as these do not involve a breach of the above-cited laws.

III. And the aforesaid chiefs and representatives hereby promise and engage to send out, immediately, positive orders, and to cause them to be instantly and duly obeyed, for the recall of all parties of their respective families and dependants, now employed in predatory inroads upon the colony, and to prevent all such predatory incursions for the future.

IV. And the aforesaid chiefs and representatives hereby promise and engage to deliver up, without delay, into the hands of Colonel Smith, commanding His Britannic Majesty's troops in the province of Queen Adelaide, or to any officers whom he may appoint to receive

them, all the muskets which may be in their possession.

V. All the above well understood and performed, the Governor, upon his part, in the name of His Majesty, promises to afford, in favour of the aforesaid chiefs and representatives, their tribe and families, all due protection and support for the maintenance of their rights, their property, their security and welfare, equally with the other subjects of His Majesty.

VI. And the Governor, yielding to the earnest supplications of the aforesaid chiefs and representatives, "that they may not be expelled from their native country," and in the hope that they may, for the future, as they have solemnly promised, keep peace and good order within, and abstain from all inroads and robberies without, their allotted boundary, hereby assigns to each of them, and their respective families, a fair and adequate proportion, according to the amount of population of each family, to be determined by the Commissioners hereinafter set forth, for their location, establishment, and regulation, of a tract of country, bounded as follows:

On the west, from the Enweleni to the Iqirikazi, and thence along the mountain to the source of the Chumie River; thence down the left bank of the Chumie to its confluence with the Keiskamma; thence up the right bank of the Keiskamma to its confluence with the Deba; thence up the right bank of the latter to the Deba Neck; thence within (to the north of) the road to the mission station of Pirric; thence to the summit of the hill called Isidenge ; thence down the left bank of the Kabousie River to the Kye ; with the reservation of such spots and lines, for roads, outspan places, places of public worship, schools, magistracies, military stations, and other public services, as the Governor may, from time to time, find it necessary to occupy, as well for the general benefit of the colony, as for the particular benefit of the aforesaid chiefs, their tribe and families.
And reserving also a due and proper location, with adequate lands, to be determined by the aforesaid commissioners, at and about Burns' Hill, for Suta and Sandilli, and their family, and also a similar location and lands at and about the Chumic mission station, for Matua and Tinta, and their families.

VII. And each of the above chiefs shall, in token of fealty to the King of England, and of acknowledgment of holding his lands under His 'Majesty's sovereignty, cause to be delivered to such officer or officers as the Governor shall appoint, on behalf of His Majesty, one fat ox, in the course of the first month of every year; in the failure of which condition, he will forfeit his said lands, unless thev be granted anew by the Governor, in tile name of His Majesty.

VIII. Ministers of the gospel, schoolmasters, and, where necessary, English magistrates or residents, will be duly appointed within the above locations. And it is hereby concluded and agreed on, by the said chiefs and representatives, that they and the heads of families shall act as magistrates of the colony, cach in his location, if required
to do so by the Governor, and under such titles, and to obey such instructions, as shall by him be determined; and that they shall not harbour, nor suffer to be harboured, within their respective locations, any person or persons, whether of their own tribe or of others, whether English, Hottentots, Boers, or of any other nation, suspected or known to have been guilty of any crime or offence against the colony, but shall immediately secure and deliver up any such person or persons to the nearest colonial authorities.

IX. And it is hereby further concluded and agreed on by the aforesaid chiefs and representatives, and they alike promise and engage, that they shall without delay communicate to the colonial authorities, any overtures made, or which may hereafter at any time be made, to them, from any person or persons, whether within or without the colony, tending to its prejudice or danger, and shall equally communicate, in like manner, any intelligence which may at any time come to their knowledge, of danger threatening the colony from whatever quarter.

X. And it is hereby further concluded and agreed on by the aforesaid chiefs and representatives, that they and the heads of families in their respective locations shall, all and each of them, prevent by every means within their power, inroads into the colony, of robbers, to steal cattle or other property; and shall, moreover, in the case of any cattle or property 6o stolen being brought into their respective locations, secure and deliver it to the nearest colonial authorities ; well understood, that the Governor will justly hold that chief responsible for restoring colonial cattle or other property, into whose location it shall have been traced.

XI.
The Governor having appointed a commission, consisting of\--

1. The Hon. Colonel Smith, C.B., Chief Commissioner;
2. Lieut.-Colonel England, 75th Regiment;
3. The Rev. W. Chalmers, Glasgow mission; and
4. Captain Stretch, Provisional Companies, 75th Regiment, for
the location, establishment, and regulation of the aforesaid chiefs,

tribe, and families, the said commissioners (or a majority of them) are hereby duly authorized, so soon as they shall be reasonably satisfied
that the 3rd and 4th conditions of this Treaty have been fairly complied with, to conclude and ratify it finally by their signatures, and to
receive and accord by endorsement upon this document, the accession and agreement of the aforesaid chiefs and representatives thereto; and thereafter to locate and place each in possession of his allotted location, and within his appropriate boundary accordingly.

XII. When all the above arrangements shall have been duly carried into effect, the Governor will appoint an agent for the Government, to reside among, or near to, the locations; with whom the chiefs will communicate whenever they may desire, for the information of the Governor, of whose communications to them he will also be the accredited organ.

XIII. For the present, and until the Governor may judge it safe and beneficial, as well for the old colonists as for these His Majesty's
new subjects, hereby admitted under the protection of His Majesty's Government, none of these last, whether of the family of Gaika, or its connexions or dependents, as aforesaid, can be allowed to cross the Chumie, or the Keiskamma River, below its confluence with the former, or by any other way to enter the old colonial border, without a pass, signed by one of the above commissioners, or by the agent, when he shall have been appointed; and even in that case all persons so passing the boundary must be unarmed. A departure from this condition will expose the individuals infringing it to be shot; and its observance is therefore very strictly and earnestly enjoined.

Given under my hand and seal, at Fort Willshire, this 17th day of September, 1835.

B. D'URBAN, Governor and Commander-in-Chief

of the Colony of the Cape of Good Hope.

Treaty with the Gaika, 5 December, 1836

Great Britain, Parliament, *Treaties Entered Into by Governors of the Colony of the Cape of Good Hope and Other British Authorities with Native Chieftains and Others Beyond the Border of the Colony Between the Years 1803 and 1854* (Cape Town: Saul Solomon & Company, 1857), pp. 61–72. Digitized by Google Books and hosted online.

This treaty was transcribed from a digitized scan of the printed volume.

TREATY entered into between Andries Stockenstriim, Esq., Lieutenant-Governor of the Eastern Division of the Colony of the Cape of Good Hope, on the part of His Britannic Majesty, and the Kafir Chiefs of the Tribe of Gaika, viz., Sandili (represented by his Mother Sutu), Macono, Tyali, Botnma and Enno, for themselves and the said Tribe; when, after several preliminary discussions on various occasions, and the fullest explanations, by means of the Official Interpreter, Mr. Theophilus Shepstone, assisted by Interpreters of the said Chiefs' own choosing, the following Articles of Convention were fully agreed upon, in the presence of Hougham Hudson, Esq., Agent-General, and Charles Lennox Stretch, Esq., John Mitford Bowker and Richard Southey, Esqs., Resident Agents for the Kafir Tribes, as also several Kafir Chiefs and Councillors, subject, nevertheless, to the Ratification by or on behalf of His said Majesty.

ART. I. There shall be peace and amity for ever between his said Britannic Majesty, his subjects (particularly those of the said Colony) and the Kafir Nation; and both parties shall honestly and faithfully use their utmost endeavours to prevent a rupture of the same; to remove every cause for disagreement which may occur, and scrupulously to abide by the engagements contained in this Treaty.

II. The Boundary between the said Colony and the Territory restored to the Kafirs by Proclamation of this day, is and shall be understood to be that which was agreed upon between the then Governor, Lord Charles Somerset, and the Kafir Chief Gaika, in the year 1819; viz.-The Keiskama River, from its mouth up to its junction with the Chumie River, thence the latter river up to where it touches a ridge of high land which is connected with the Kat Berg, and which separates the waters which fall into the Chumie from those which fall into the Kat River; thence the said ridge to its junction with the Kat Berg; thence the Kat Berg itself, and the high ground and ridges which connect it with the Luheri, or Gaika's Peak, and the great chain of the Winterborg up to the Winterberg's highest point; thus including within the Colony all the branches of the Kat and Gonappe rivers up to their extreme sources, and including in Kaffraria all the branches of the Chumie. And in order to prevent all doubt or dispute for the future as to the said ridge from the Ktt Berg to the Chumie, the said Contracting Parties have, on the 28th and 29th ultimo, gone over the ground together; and in the presence of Lieutenant Williams, of the Royal Engineers, who will carefully mark the said Boundary on the map, as also in the presence of the resident Agent, Stretch, and several Kafir Chiefs, who will cause conspicuous beacons to be erected

on the spot where the said ridge touches the Chumie, as also where the Western Boundary of the Ceded Territory referred to in Article VIII of this Treaty joins the said ridge; and in more minutely defining the said line, the highest part of the said ridge shall be taken, from which the waters take their natural course, either into the Chumie above said first-mentioned beacon, or into the Kat River.

III.The said Contracting Chiefs do for themselves, their tribe, and their heirs and successors, acknowledge the right of full sovereignty of his said Britannic Majesty, over the Territory to the west of the said line, renouncing for ever all claim, which they, the said Chiefs or Tribe, may ever have had, or supposed to have had, to the same or any part thereof.

IV.The said Contracting Chiefs, therefore, accept as a special mark of his said Majesty's grace and favour any part of the Territory between
the Keiskama and the Kat River, as a loan, to be by them, or their Tribe, or any part thereof held upon such terms, and to such extent as shall be laid down by or on the part of his said Majesty, which terms shall be incorporated in this Treaty; they, the said Chiefs, promising at no period ever to lay claim to the possession or occupation of any other part of the Territory known by the name of the Ceded Territory, except such part as shall be allotted to them in the manner herein-above stated.

V. The said Lieutenant-Governor doth hereby, in the name of His said Majesty, grant unto the said Chiefs and their Tribe, that part of the said Territory called the Ceded Territory, to be specified at the foot of this- Treaty, according to a map to be formed by a competent Officer, and to be hereunto annexed, which Territory shall be held by the said Chiefs and Tribe, their heirs and successors in perpetuity, never to be reclaimed by or on behalf of His said Majesty, except in case of hostility committed, or a war provoked by the said Chiefs or Tribe, or in case of a breach of this Treaty, or any part thereof, and for which breach satisfaction or redress shall not be otherwise given or obtained.

VI. The said contracting Chiefs and their Tribe shall, in the said Territory so granted unto them, enjoy the full and entire right to adopt or adhere to the Kafir Laws, or any other Law which they may see fit to substitute, as also to expel or exclude from the same any person whom they do not think proper to admit or retain; and, with the exception of the contingencies of hostility, war, or breach of these Treaties, specified in the foregoing Article V, the right of His said Majesty to the dominion over the said Territory shall in no way

be exercised therein, any more than in any part of Kaffraria itself, subject, however, to the restrictions and conditions specified in the following Article.

VII. His Majesty reserves his right of stationing troops and building forts in the said Territory, and availing himself for that purpose of all the facilities and materials within the same, as also to appropriate a certain necessary space round said forts, to be regularly marked out for the use thereof; also to keep open the communication with and between said forts, and to send supplies to the same; but no patrolling through or scouring of the said Territory is to be permitted to the said troops, who are not to deviate from the said lines of communication, or in any way to molest, disturb, or interfere with the inhabitants.

VIII. The country to be occupied and inhabited by British subjects will be bounded on the Kafir side by the chain of mountains and ridge of high land particularized in Article II of this Treaty, from the highest point of the Winterberg to where said ridge approaches nearest to Fort Beaufort, on the spot marked by the beacon, as specified in Article II of this Treaty, and to be laid down in the map as there agreed; from this spot, along a ridge which divides the waters which fall into the Kat River above Fort Beaufort from those which fall into the said river below the said fort, keeping this ridge until it joins the first rivulet below the said fort, as marked in the said map, and thence the said rivulet itself to its junction with the said Kat River, and thence the course of the Kat River to its junction with the Great Fish River, and thence the latter river to its mouth.

IX. No Kafir, armed or unarmed, single or in number, male or female, shall be allowed to cross the boundary line particularized in the foregoing Article VIII westward; and no British subject, armed or unarmed, single or in number, shall be allowed to cross the same, eastward, except with permission, and under the restriction hereinafter to be specified in Articles XIV and XXI, save and except the military parties or escorts communicating with and between the posts mentioned in Article VII of this Treaty.

X. The said contracting Chiefs shall, when called upon by the said Lieutenant-Governor, and previous to the occupation of any part of the Territory thus granted to them, with the concurrence of the said Lieutenant-Governor, or person appointed by him, fix upon certain points in their said Territory, as near to the said boundary line particularized in Article VIII, and to each other, as convenient, at each of which they shall station a Chief or responsible man of the

Tribe, to be called, for the sake of distinction, " Pakati," to reside there, and to act as a guard.

It shall be the duty of such Amapakati to keep a good and constant understanding with the commanding Officer of the military post on the colonial side of the said boundary, which shall be nearest to their said residences, and to do everything in their power to prevent inroads or aggressions, either on the part of the colonists against the Kafirs, or of the Kafirs against the colonists.

The Amapakati who shall be so stationed must, by the said contracting Chiefs, be made known by name to the Officer commanding the military post nearest to such station ; and any change, citber of person or station, which may take place with reference to the said Amapakati, must be previously communicated to the said Officer. The Amapakati shall be responsible to their own Chiefs, who will see the necessity of selecting for such stations trustworthy men, and to punish every neglect, fraud, and deception which they may commit, as the said contracting Chiefs hereby pledge themselves to do.

XI. The said Lieutenant-Governor engages, on the part of His said Majesty, to place one or more Agent or Agents to reside in convenient situations near the residence of some of the principal Chiefs, which agents shall act solely in a diplomatic capacity; and the said contracting Chiefs bind themselves to respect such Agents as the representatives of the British Government, and to protect their persons, families, and property to the utmost of their power, and to leave them full liberty of ingress and egress through their (the Chiefs') Territory, or across the boundary into the colony, at all times, without the least molestation or hindrance.

XII. All representations, complaints, or applications, which may be made on the part of the colonists, or their government, to or against the Kafirs, or on the part of the Kafirs, to or against the colonists, or their government, shall be made through the said diplomatic Agent or Agents, who shall be bound to observe the strictest impartiality and justice, and exert their utmost abilities to promote the peace and prosperity of the colonists, as well as of the Kafirs, to maintain the rights of both parties inviolate, and to cause the provisions of this Treaty to be strictly observed.

XIII. The said contracting Chiefs bind themselves to afford free access to the said Agents, to all persons from the colony, provided with such passes as shall be hereinafter specified. They also agree, that Kafirs may be engaged by the Colonial Government, and stationed at the military posts as policemen; and pledge themselves that they

or any others employed as such policemen shall have free access into their Territory, either with messages, or in tracing out, with the assistance of the Amapakati, depredators, or such criminals as shall have committed crimes in, and have escaped from, the colony, promising also to give them, and cause them to receive in their said Territory, every assistance and protection.

XIV. Any British subject desirous of crossing the boundary into the Territory inhabited by the Kafirs, with the view of communicating with one of the Agents, shall be bound to obtain a pass from the Officer commanding the post nearest to the spot where be wishes to cross the boundary; 'the Officer shall send a messenger with him to the Pakati, who may be stationed nearest to the said spot, according to the provisions in Article X of this Treaty, which Pakati shall be bound to cause such persons to be safely conducted to the station of the resident Agent, with whom he intends to communicate; but no person, so entering such Territory, shall be at liberty to go with fire-arms, or other weapons of offence or defence, except with the consent of the said Amapakati, or of a Chief.

XV. From the provisions of the foregoing Article XIV are to be excluded all those who shall belong to any of the military posts, or to the escorts conducting the supplies, or keeping open the communication, as mentioned in Article VII of this Treaty; all which persons shall be strictly under military control, and on no account be allowed to do that which any soldier of such escort would not be allowed to do: Provided also, that the free communication between the Kat and Konappe Rivers, and the Tambookie country, or the Shiloh missionary Institution, through the now uninhabited country, west and north-west of the Luheri, continue uninterrupted as hitherto.

XVI.* Any British subject entering the said Territory under any other circumstances than those mentioned in the 2 foregoing Articles, can do so only with the consent of the Kafirs themselves, and at their own risk. And the said contracting Chiefs, and those acting under their authority, shall be fully authorized to send out of the said Territory those who shall so enter the same without their consent; and it is hereby clearly understood that all persons who shall enter the said Territory (save and except such as are excepted in the foregoing Article XV) shall be and are considered to be subject to the Laws of the Kafirs as long as they remain in the said Territory,

* Amended by Proclamation, 7th December, 1840.

XVII. Such British subjects as shall obtain licenses to trade

beyond the said boundary shall not be allowed to enter the said Territory without the consent of the said contracting Chiefs, who. however, pledge themselves and promise to encourage trade and commerce to the utmost of their power, and to protect and encourage those traders whom they shall permit to enter their Territory, as long as they conduct themselves orderly and lawfully, with all their means and authority, to cause their persons, families, and property to be respected and inviolate; never to allow any of them, or any other British subject in their said Territory, to be prosecuted, fined, or in any way made to suffer by any proceeding or custom connected with witchcraft, but on the contrary to give such British subjects at all times free access to the British Agents, and to pay due attention to the representations of such Agents, as well as to give satisfaction or redress upon their just remonstrances or complaints; but the said Agents shall not be bound or permitted to extend their interference or protection in case of any seizure, to whatever extent, made upon the property of any British trader, or other person among the Kafirs, who shall be proved to them to have imported into the Territory occupied by the Kafirs such articles as are by the Laws of the colony forbidden to be carried for sale across the frontier.

XVIII. The said contracting Chiefs do also promise and agree to allow-free access to all British vessels to any harbour or Port on the coast, not only for the purposes of trade, but also for the landing of military stores or supplies, and for the conducting and conveying of the same to any military post on the frontier, accompanied, if necessary, by military escorts, without, however, conceding the right of constructing forts, or other military works, or maintaining a garrison at such harbour or Port; and the said Chiefs do also promise, in case of any shipwreck on the said coast, to give full protection and safe conduct to the nearest military post, to all persons and property saved, as also to give every assistance towards such saving of life and property.

XIX. Every British subject who shall be charged with any crime or misdemeanour in the said Territory shall have the right to demand that, previous to his trial, notice of such trial shall be given the nearest of the said Agents, who shall be at liberty, if he see fit, to attend at such trial, and to speak or plead in behalf of the accused, if he shall find cause to do so, and due weight shall be given to the opinion of such Agent, as promised and agreed on in Article XVII of this Treaty.

XX. If any British subject commit a crime or misderneanour in the said Territory of the said contracting Chiefs, and escape out of the same.across the said boundary, the said Agents shall exert themselves

to obtain satisfaction for the aggrieved party by means of the British Courts, and in every respect exert themselves with as much zeal for the Kafir who may thus be wronged by a British subject, as he is bound to do in behalf of the British subject who may be aggrieved by a Kafir.

XXI.Any Kafir, or other native residing among the Kafirs, who shall be desirous of crossing the boundary into the Territory inhabited by the colonists, shall be obliged to do so unarmed, and shall be bound to obtain a Pass from one of the British Agents residing among the Kafirs; such Pass shall be explicit; in the English and Dutch languages, specifying the name of the applicant, the place of his destination, the object of his visit, the number of days he may be absent, and the date when granted.

No Pass shall be so granted except at the request of, or upon the production of an understood token of a respectable Chief, who will engage to be responsible for the conduct of the applicant during his stay in the Colony; and it must be clearly explained to such applicant, that such Pass will not protect him if he deviate from the road to the place of his destination, or go armed, or skulk in retired places, or exceed the period specified in the Pass, or travel with others of his Nation who are not provided with Passes, in either of which cases he shall be dealt with as if he had no such Pass. The Agent shall grant no Pass if he has the least suspicion of the motives of the applicant's visit to the Colony, nor unless he has reasonable- cause for such a visit.

Visits on the part of idlers are, for the sake of the Colony as well as the Kafirs, to be by no means encouraged; the Agent shall refuse them, and he shall also keep an accurate register of such Passes as he shall grant, of the names of the Chiefs at whose request they are granted, which names must also be stated upon the Passes.

All Kafirs, or others actually in the employ of Agents, missionaries, or traders, will however be allowed to enter the Colony with Passes from such employers, provided such Passes clearly state the names of such servants, their destination, and the time for how long they are to be in the Colony.

XXII. All Kafirs found without such Passes to the westward of the said boundary shall, for the first time, be immediately sent across the Frontier, and delivered over to the nearest of the Amapakati, mentioned in Article X of this Treaty, who shall be bound to punish them, or cause them to be sent to the Chiefs, who hereby pledge themselves to use every endeavour, and to cause laws and punishments

to be established for the purpose of preventing such encroachments upon the Colonial Territory; and any Kafir found so offending for the second time, shall be punished according to the Laws already estublished, or to be hereafter established, for the punishment of such offences.

XXIII. Any Kafir found in the act of committing any crime or depredation within the said boundary, shall be dealt with according to the Laws of the Colony; and it is to be clearly understood, that in case of resistance, or attempt at flight on the part of such criminals and depredators, it is perfectly legal to fire upon them, or otherwise to disable or kill them if they cannot in any other way be secured, or prevented from completing such crime; but if such criminals or depredators, being pursued upon the spoor, be not overtaken before they shall have crossed the line occupied by the said Amapakati, the course agreed upon in the following Article shall be adopted for the apprehension of such criminals or depredators, or the recovery of property carried off by them; and on no occasion whatever shall any patrol, or armed party of any description, be allowed to cross-the said line so occupied for the said purpose.

XXIV.* If any person being in the pursuit of criminals or depredators, or property stolen by them, shall not overtake or recover the same before he shall reach the said line (provided he can make oath that he traced the said criminals, depredators, or property, across a particular spot on the said line; that the property when stolen was properly guarded, and in case of cattle, horses, or the like, that they were so guarded by an armed herdsman; that the pursuit was cominenced immediately after such property was stolen; that if the robbery was committed during the night, the property had been, when stolen, properly secured in kraals, stables, or the like, and that the pursuit in that case was commenced, at latest, early next morning), such person shall be at liberty to proceed direct to the Pakati living nearest the spot where he can swear such traces to have crossed the said line, which Pakati shall be bound at once to receive the statement, examine the traces, and, if the statement appear well founded, use his utmost endeavour to recover the stolen property, as well as the perpetrators pursued; and it will be at the option of the party pursuing to continue the search at once, under the guidance of the said Pakati, provided he do not go armed, or accompanied by armed British subjects, or assist in any violence of any kind within the said Territory. If the party pursuing shall thus, with the assistance of the said Pakati, or with that of the Police, to be hereafter named, recover the property pursued, he shall be at liberty to proceed with the same either to one of the said Agents or to one of the military posts most convenient to himself, in order to make before such Agent

or Officer commanding such post a statement of his proceedings, and the quantity and nature of the property recovered, which statement he shall be liable at all timnes to be called upon to make oath to; after making which statement he shall be at liberty to carry off the said property, leaving the said Pakati or Police to pursue the criminal, and to recover compensation for their exertions by means of the Kafir Chiefs and their Councils, according to the Kafir usage; and the said contracting Chiefs do hereby bind themselves in all such cases to exert themselves to the utmost to cause the criminals to be apprehended and punished, as well as on all occasions to cause the said Chiefs and policemen to be equitably rewarded for their exertions.

* Amended by Proclamation, 7th December, 1840.

XXV.* If, however, a party pursuing stolen property and depredators in the manner specified in the foregoing Article shall deem it more safe, convenient, or expeditious to proceed to the nearest military post, he shall be at liberty to do so. The Officer commanding such post shall provide such party (after he shall have stated himself prepared to make oath required in the said foregoing Article) with a policeman, who shall accompany such pursuing party to the spot where the said traces cross the said line, and examine the same, with the assistance of the said Pakati, whose presence must be obtained. He, the said pursuer, shall then, if he do not think fit or safe to follow
the spopr further, or having so followed the same, prove unsuccessful, proceed to the resident Agent for the Chiefs into whose Territory the criminals and property were traced, and before the said Agent lodge his complaint upon oath; and, in case of lost property, swear.particularly to the circumstances stated in the said foregoing Article, and also the exact value of the property stolen and not recovered; unless this affidavit be made, the Agent shall take no further notice of the case; but as soon as such affidavit shall be made, the said Agent shall, if he have no reason to discredit the same (he being at all times at liberty to demand, further proof, and it being at all times the bounden duty of the party complaining to produce good and sufficient proof), to lay the case before the Chiefs of the Territory into which the criminals and property were traced. And the said Chiefs do hereby engage to call a Council, and to enter into the strictest investi-
gation; to cause the stolen property to be recovered if possible, and the perpetrators punished. And the said Chiefs do further pledge themselves and engage, that if at the end of one month after the case shall have been laid before them, the said perpetrators or property shall not have been discovered, and if it shall nevertheless have been clearly proved before them and their said Council, by the evidence of

the said pursuer, Pakati, and policeman, or other proof, that the property was traced into their Territory, they the said Chiefs shall at once indemnify the person robbed to the full value of the property lost, and no more, and compensate the said Pakati and Police for their exertions.

* Amended by Proclamation, 7th December, 1840.

XXVI.* With the exception of indemnification obtained through the said Chiefs and Council in the manner specified in the foregoing Article, no person pursuing stolen property shall be allowed to take any but his own property, or the identical property he is in pursuit of, even if tendered to him, on pain of having to restore the property so taken, and losing all further claim to the property actually lost.

* Amended by Proclamation, 7th December, 1840.

XXVII.The said contracting Chiefs do agree, promise, and pledge themselves to encourage and protect by every means in their power the propagation of the Christian religion throughout their Territories, as also to protect in their persons, families, and property, the teachers
and ministers of the said religion, and all British subjects, of whatever description, who may sojourn in or enter into the said Territory, with their consent or according to the terms of this Treaty, as long as they conduct themselves with propriety and submission to the law; and never under any circumstances to allow them to be molested or subjected to any prosecutions or penalties, upon the plea or pretence of the laws and usages connected with or instituted against witchcraft; as also to leave them free access to and communication with the Colony.

XXVIII. The said contracting Chiefs do also agree, promise, and pledge themselves to abstain, and cause their tribe to abstain, from any way molesting or interfering with the Fingoes who are or will be located in the said Ceded Territory, but to consider them as under British protection; to leave them in full enjoyment of their property, laws, or customs, and in no way to avenge any grievance or dispute which may heretofore have existed between the Kafirs and the said Fingoes.

The said contracting Chiefs also promise to remain at peace with the other tribes of Kafirs; cautiously to abstain from reviving any difference or jealousy which may heretofore have existed among them, and particularly those which may have been caused by any proceeding

of any party during the late war. And the said Chiefs also promise solemnly to live at peace with the Tambookies, and to do everything in their power to promote the tranquillity of the several tribes of their own Nation and all other bordering tribes, as well as of the Colonists.

XXIX. The said contracting Chiefs do solemnly agree to allow the Fingoes located on the western or right bank of the River Chumie, beyond the boundary of the Ceded Territory, to continue in their present situations with their property, in the full enjoyment of their own Laws and customs, and to give them every protection and encouragement, until the crops which they now have growing shall be ripe and reaped; and then to let those of the said Fingoes, who choose so to do, depart with their property of every description whenever they shall think fit; as also to permit the occupation of Fort Thompson by His Majesty's troops, for the protection of the said Fingoes, until They shall have so reaped their said crops.

Thus done and agreed, signed and sealed, at King William's Town, this 5th day of December, 1836.

A. STOCKENSTROM (L.S.)
H. HUDSON
C. LENNOX STRETCH.
JOHN MITFORD BOWKER.

R. SOUTHEY.

Mark of X SUTU.

X MACOMO.

X TYALIE.

X BOTMA.

X ENNO.

Provisionally ratified in Council.

Cape Town, June 1, 1837. B. D'URBAN, Governor.

Note.-Treaties upon the same general principles were concluded with the Chiefs of the tribe of T'Slambie, viz., Siwane (represented by his mother, Nonibe), Umbala, Umgai, and Gazella; the tribe pf

Congo, viz., Pato, Kama, and Cobus; the Fingo Chiefs, viz., Umklambiso and Jokwani; and the Tambookie Chief Mapassa.

Proclamation amending the Treaty with the Gaika Chiefs, 7 December 1840

Great Britain, Parliament, *Treaties Entered Into by Governors of the Colony of the Cape of Good Hope and Other British Authorities with Native Chieftains and Others Beyond the Border of the Colony Between the Years 1803 and 1854* (Cape Town: Saul Solomon & Company, 1857), pp. 97-102. Digitized by Google Books and hosted online.

This treaty was transcribed from a digitized scan of the printed volume.

PROCLAMATION of the Governor of the Cape of Good Hope amending the Treaty with the Kafir Chiefs of the Tri6e of Gaika of December 5, 1836. -Graham's Town, December 7, 1840.

Proclamation by his Excelency Major-General Sir George Thomas Napier, K.C.B., Governor and Comnander-in-Chief of her Majesty's Castle, Town, and Settlement of the Cape of Good Hope, in South Africa, and of the Territories and Dependencics thereof, and Ordinary and Vice-Admiral of the same, Commanding the Forces, 4c.

WHEREAs a certain Treaty of Peace and Amity was entered into at King William's Town on the 5th day of December, in the year of our Lord 1836, between Andries Stockenstrom, Esquire, Lieutenant-Governor of the Eastern Division of this colony, duly qualified on the part of His Britannic Majesty, on the one side, and the Kafir chiefs of the Tribe of Gaika, viz.:-Sandili (represented by his mother Sutu), Mogomo, Tyalie, Botma, and Eno, on the other side: And whereas I have deemed it expedient, with the concurrence of the chiefs of the Gaika Tribe, to alter and amend certain provisions of the XVIth, XXIVth XXVth, and XXVIth Articles of the said Treaty, and having met the chiefs Sandili, Mogono, Tyali, Botma, Eno, Tzazoe, and Jan Tzatzoe, at the Tuyinie, on the 2nd day of this present month, for the purpose aforesaid, it has been finally agreed that the above-named 4 Articles of the aforesaid Treaty shall be altered and amended; and also that the clauses appended thereto shall have the same force and effect, as if they had been embodied ill the Treaty itself, provided nothing therein contained be construed to alter any part of the said Treaty, save and except the aforesaid 4 Articles.

And I hereby make known that the XVIth, XXIVth, XXVth,

and XXVIth Articles of the aforesaid Treaty have been altered and amended accordingly, and that the clauses appended thereto have been agreed upon, with the full and free consent of all the subscribing parties, and are herewith published for general information.

God save the Queen!

Given under my hand and seal, at Graham's Town, this 7th day of December, 1840.

GEO. NAPIER, Governor.

By Command of his Excellency the Governor,

H. HUDSON,
Acting Secretary to Government, Eastern Districts.

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XVI. Any British subject entering the said territory under any other circumstances than those mentioned in the 2 foregoing Articles, or in the pursuit of stolen cattle, can do so only with the consent of the Kafirs themselves, and at their own risk. And the said contracting chiefs, and those acting under their authority, shall be fully authorized to send out of the said territory those who shall so enter the same without their consent; and it is.hereby clearly understood, that all persons who shall ente r the said territory (save and except such as are excepted in the foregoing XVth Article) shall be, and are considered to be, subject to the laws of the Kafirs, as long as they remain in the said territory.

XXIV. If any person being in pursuit of criminals, or depredators, or property stolen by them, shall not overtake or recover the same before he shall reach the said line (provided he can make oath that he traced the said criminals, depredators, or property across the said boundary line, that the property when stolen was properly guarded, and, in case of cattle, horses, or the like, that they were tended by a herdsman, that the pursuit was commenced within a reasonable time after such property was stolen, that if the robbery was committed during the night, the propertv had been, when stolen, properly secured in kraals, stables, or the like, and that the pursuit in that case was commenced next day), such person shall be at liberty to proceed direct to the pakati living nearest to the spot where he can swear such traces to have crossed the said line, which pakati shall be bound at once to receive the statement, examine the traces, and use his utmost endeavour to recover the stolen property, as well as the perpetrators pursued; and it will be at the option of the party

pursuing to continue the search at once, under the guidance of the said pakati, provided he do not go armed, or accompanied by armed British subjects, or assist in any violence of any kind within the said territory. If the party pursuing shall thus, with the assistance of the said pakati, or with that of the police, to be hereafter named, recover the property pursued, he shall be at liberty to proceed with the same either to one of the said agents, or to one of the military posts most convenient to himself, in order to make, before such agent or officer commanding such post, a statement of his proceedings, and the quantity and nature of the property recovered, which statement he shall be liable at all times to be called upon to make oath to; after making which statement he shall be at liberty to carry off the said property, leaving the said pakati or police to pursue the criminal, and to recover compensation for their exertions, 'by means of the Kafir chiefs and their councils, according to the Kafir usage; and the said contracting chiefs do hereby bind themselves in all such cases to exert themselves to the utmost to cause the criminals to be apprehended and punished, as well on all occasions to cause the said chiefs and policemen to be equitably rewarded for their exertions.

XXV. If, however, a party pursuing stolen property and depredators, in the manner specified in the foregoing Article, shall deem it more safe, or convenient, or expeditious, to proceed to the nearest military post, he shall be at liberty to do so. The officer commanding such post shall provide such party with a pakati or a policeman, who shall accompany such pursuing party to the spot where the said traces cross the said line, and examine the same with the assistance of the said pakati, whose presence must be obtained. He, the said pursuer, shall then, if he do not think fit or safe to follow the spoor further, or, having so followed the same, prove unsuccessful, proceed to the resident agent for the chiefs into whose territory the criminals and property were traced, and, before the said agent, lodge his complaint, upon oath, and, in case of lost property, swear particularly to the circumstances stated in the said foregoing Article, and also the exact value of the property stolen, and not recovered. As soon as such affidavit shall be made, the said agent shall, if he have no reason to discredit the same (he being at all times at liberty to 'demand further proof, and it being at all times the bounden duty of the party complaining to produce good and sufficient proof), to lay the case before the chiefs of the territory into which the criminals and property were traced. And the said chiefs do hereby engage to call a council, and to enter into the strictest investigation, to cause the stolen property to be recovered, if possible, and the perpetrators punished. And in the event of the property and perpetrators being thus discovered, the said chief shall demand or take from such depredators restitution of, or compensation for, the said property,

together with such amount of damages as the said agent shall assess as a reasonable allowance to the party plundered for the injury done to his property. And the said chiefs do further pledge themselves and engage that if, at the end of one month after the case shall have been laid before them, the said perpetrators or property shall not have been discovered, and if it shall, nevertheless, have been clearly proved, before them and their said council, by the evidence of the said pursuer, pakati, and policeman, or other proof, that the property was traced into their territory, they, the said chiefs, shall, within 14 days thereafter, indemnify the person robbed to the full value of the property lost, and no more, and compensate the said pakati and police for their exertions.

XXVI. With the exception of indemnification, obtained through the said chiefs and council in the manner specified in the foregoing or appended Articles, no person pursuing stolen property shall be allowed to take any but his own property, or the identical property he is in pursuit of, unless tendered to him, on pain of having to restore the property so taken, and losing all further claim to the property actually lost.

Further: the said contracting chiefs do hereby agrec that if any person in the pursuit of stolen property shall be unable or unwilling to make the affidavit above-mentioned, but if, notwithstanding, he has good and sufficient reason to believe that his property has been taken across the said line, he shall, after having sent information of his intention to the pakati stationed nearest the spot where he means to cross the boundary, be at liberty to proceed at once in pursuit of the same, provided he do not go armed, or accompanied by armed British subjects, or assist in any violence of any kind within said territory; and the pakati shall, in all such cases, be bound to afford every assistance to the party pursuing; and in the event of his tracing the said property or depredators to a responsible party or kraal, he shall then proceed to the diplomatic agent of the tribe to which the said kraal belongs, to whom he shall make a statement of his proceedings; and if the agent shall be satisfied that sufficient proof has been adduced, he shall immediately lay the case before the captain of the kraal, who shall cause restitution of the property to be made, if possible, or compensation to be awarded for the same. And in the event of the captain of the kraal being unable or unwilling to make restitution or compensation, the said agent shall lay the case before the contracting chief in whose territory the kraal is situated, who shall cause restitution of, or compensation for, the said property to be made. And the said chiefs do hereby engage, in all such cases, to punish the depredators, if discovered, or in the event of such discovery not being made, to punish the captain of the kraal to which such depredators

were traced.

Further: if any person shall not be able to comply with the regulations above set forth, but nevertheless shall have ascertained that his property has been taken across the boundary, he shall be at liberty to proceed across the said line in search of the same, provided he sends notice to the pakati of his intention, and does not go armed, or accompanied by armed British subjects, or assist in any violence of any kind in such territory; and in the event of his being able to identify his property, upon sufficient proof of the correctness of his statement being adduced, the agent shall demand from the chief in whose territory the property is thus discovered and identified, restitution of the same, and the said chief shall likewise cause the party in whose possession the said property was found to pay such amount of damages as shall be considered equitable by the agent and chief.

The said chiefs do further bind and oblige themselves, that in the event of information being given to them that a murder has been committed in the colony, and the murderer has escaped beyond the boundary, they will use every exertion to apprehend and deliver the said murderer to justice, and also to afford to the Government every information with respect to the chiefs of other tribes, who may harbour in their country the murderers of colonial subjects.

And lastly, the said chiefs do further agree that the above alterations made in the Treaty, as well as the clauses which have been now appended thereto, shall have as much force and effect as if they had been embodied in the said Treaty itself.

Thus done and agreed, sealed and signed by his Excellency Major-General Sir George Thomas Napier, K.C.B-, Governor of the Cape of Good Hope, on the part of Her Britannic Majesty, and by the subscribing chiefs, on the part of the said tribe of Gaika, before the undersigned witnesses at Block Drift (Tyumie), the 2nd day of December, 1840.

GEO. NAPIER, Governor.
J. HARE, Lieutenant- Governor.
C. LENNOX STRETCH, J.P. and Dip.Agent.
T. SKEPSTONF, Dip.Agent,Slambie Tribes.
H. F. FYNN, Dip. Agent, Tambookie Tribe.

SANDILLA X his mark.

MOGOMO, X “

TYALI X “

BOTMAN X “

Q'ENO X “

)L.S.) TZHATSHU,

(L.S.) JAN TZATZOE,

Marks of Amapakati:

X ANTA. X HLATILA. X KUBASHE. X BILT.

X VENA. X KONA. X KASANA. X TYALA.

X Ko Ko. X CINISWA. X QUANA. X UMPI

X MADUMA. X BANGELA. X JAN. X VENA.

X TOLA. X MALYOBENA.

Revised Treaty with the Gaika Chiefs, 22 November 1845

TREATY entered into between his Excellency Lieutenant-General Sir Peregrine Maitland, Knight Commander of the Most Honourable Military Order of the Bath, of the Royal Military Order of William of the Netherlands, and of the Imperial Order of St. Waldimir of Russia, Colonel of Her Majesty's 17th Regiment of Foot, Governor and Commander-in-chief of Her Majesty's Castle, Town, and Settlement of the Cape of Good Hope, in South Africa, and of the territories and dependencies thereof, and Ordinary and Vice-Admiral of the same, commanding the Forces, &c., on the part of Her Britannic Majesty;-and the Kafir Chiefs of the Gaika Tribe, viz.: Sandilla, Maquomo, Xoxo, and Botman, for themselves and the said tribe.

ART. I. It is agreed between the said Governor and the said contracting Chiefs, that all former Treaties between the colony of the Cape of Good Hope and the said Chiefs shall be annulled, and the same are hereby annulled accordingly, and this present Treaty shall stand henceforth in room and stead thereof.

II. Peace and amity shall continue for ever between Her Britannic Majesty, and her subjects, and the tribe of Gaika, and the contract-

ing Chiefs engage to use their utmost endeavours to prevent any rupture of the same, and to cause the strict observance of this Treaty.

III. The boundary between the said colony and the territory of the Kafir nation is, and shall be understood to be, that which was agreed upon between the then Governor, Lord Charles Somerset, and the Kafir chief Gaika, in the year 1819, and inserted in the Treaty of the 5th December, 1836, hereinbefore annulled, viz.: The Keiskamma River, from its mouth up to its junction with the Chumie River; thence the latter river up to where it touches a ridge of high land which is connected with the Kat Berg, and which separates the waters which fall into the Chumie from those which fall into the Kat River; thence the said ridge to its junction with the Kat Berg; thence the Kat Berg itself, and the high ground and ridges which connect it with the Luheri, or Gaila's Peak, and the great chain of the Winterberg, up to the Winterberg's highest point ;-thus including within the colony all the branches of the Kat and Gonappe Rivers, up to their extreme sources, and including in Kaffraria all the branches of the Chumie.

IV. The said contracting chiefs do, for themselves, their tribe, and their heirs, and successors, acknowledge the right of full sovereignty of Her said Briannic Majesty over the territory to the west of the said line, renouncing for ever all claim which they, the said Chiefs or tribe, may ever have bad, or supposed to have bad, to the same, or any part thereof.

V. The said contracting Chiefs therefore accept, as a special mark of her said Majesty's grace and favour, any part of the territory between the Keiskamma and the Kat River as a loan, to be by them, or their tribe, or any part thereof, held upon such terms, and to such extent, as shall be laid down by, or on the part of her said Majesty, which terms shall be incorporated in this Treaty; they, the said Chiefs, promising at no period ever to lay claim to the possession or occupation of any other part of the territory, known by the name of the ceded territory, except such part as shall be allotted to them in the manner hereinabove stated.

VI. The said Governor doth hereby, in the name of her said Majesty, grant and confirm unto the said Chiefs and their tribe, that part of the said territory called the ceded territory, which, since the making of the said Treaty of the 5th of December, 1836, they 'have held and occupied,-wlich territory shall be held by the said Chiefs and tribe, their heirs and successors, in perpetuity, never to be reclaimed by or on behalf of her said Majesty, except in case of hostility committed, or a war provoked by the said Chiefs or tribe, or

in case of a breach of this Treaty, or any part thereof.

VII. Her Majesty reserves her right of stationing troops, and building forts in the said territory, and availing herself for that purpose of all the facilities and materials within the same, as also to appropriate a certain necessary space round said forts, to be regularly marked out, for the use thereof, also to keep open the communication with and between the said forts, and to send supplies to the same, and also to march troops through any part of the said territory as may be necessary; and Her Majesty also reserves the right to graze, around any such fort or station, all horses and other cattle, whether draught or for slaughter, belonging to the Commissariat Department, or to any contractor, as may be required for the use of the troops there stationed.

VIII. The country to be occupied and inhabited by British subjects will be bounded on the Kafir side by the chain of mountains and ridge of high land, particularized in the IIIrd Article of this Treaty, from the highest point of the Winterberg to where said ridge approaches nearest to Fort Beaufort, on the spot marked by the beacon now erected:-from this spot along a ridge which divides the waters which fall into the Kat River above Fort Beaufort from those which fall into the said river below the said fort, keeping this ridge until it joins the first rivulet below the said fort, and thence the said
rivulet itself to its junction with the said Kat River, and thence the course of the Kat River to its junction with the Great Fish River, and thence the latter river to its mouth.

IX. The said Governor engages, on the part of her said Majesty, to place one or more agent or agents to reside in convenient situations near the residence of some of the principal Chiefs, which agents shall act solely in a diplomatic capacity; and the said contracting Chiefs bind themselves to respect such agents as the representatives of the British Government, and to protect their persons, families, and properties, to the utmost of their power, and to leave them full liberty of ingress and egress through their (the Chiefs') territory or across the boundary into the colony, at all times, without the least molestation or hindrance.

X. No Kafir, or other native residing amongst the Kafirs, shall cross the boundary into the territory inhabited by the colonists, without having received from some agent, or other authority empowered by the Governor, a pass, written in both the English and Dutch languages, specifying the name of the Kafir or other native, the place of his destination, the object of his visit, the time he is to

be in the colony, and the date at which the pass shall have been granted; and any Kafir or other native found upon the colonial side of the said boundary, at a time or place not authorized by the terms of his pass, or found without a pass, shall be liable to be dealt with as the laws of the colony in regard to such persons do or shall provide. Kafirs, or other natives, in the actual emplovient of any officer of Her Majesty, civil or military, on duty in any of the territories inhabited by the said chiefs, or of any contractor for supplies to the troops or police, or of any resident agent, missionary, or trader, shall be at liberty to cross the said boundary, having first received a pass of the nature aforesaid, which may be granted to them by their employers. But the agents, in any case in which they shall find that the Kafir or other native applying for a pass, reasonably requires, and, from his good character, merits such a privilege, shall be at liberty to grant passes not restricted to one visit, and which may specify merely the name of the party, the date of the granting of the pass, and the length of time for which the same is to remain in force.

XI. All British subjects resorting temporarily to the territory of the contracting Chiefs, or residing therein, with the permission of the Chiefs, for the purposes of trade or otherwise, shall be protected by them in their persons and properties.

XII. The said contracting Chiefs bind themselves to afford free access, at all times, into their territories, to the members of any police force employed by the colony, and to the men of the Cape Corps while acting as police, when searching for offenders who have committed crimes in the said colony, or property stolen therefrom; and the said Chiefs will afford to such persons, so engaged, their countenance and assistance, and such persons shall have the right to apprehend, and bring before the agent for further investigation, all such persons found in Kafirland as they shall know, or have just reason to suspect, to have committed any theft or other crime in the colony, and they shall also have the right to seize and secure and bring before the agent, in order to the safe custody of the same, pending the final settlement of the case, all property which they shall know, or have just reason to suspect, to be property stolen from the colony. And the Colonial Government will at all times, through the agent, make good to any Kafir or other native, unjustly injured by any act of any individual authorized to act as a policeman, while acting as such, whatever damage in respect of either person or property he may thereby have sustained.

XIII. The contracting Chiefs will use their best exertions to discover, and deliver up to the nearest British authority, for trial

in the colony, according to law, all persons, whether Kaffirs or not, who shall have committed, or who shall be reasonably suspected of having committed, any murder, robbery, or other crime, within the limits of the colony, and who shall be found in any part of the territories of the Chiefs.

XIV. The Governor, on the part of Her Britannic Majesty, engages to use his best exertions to seize and bring to trial in the colony, whenever so requested by any of the contracting Chiefs, any subject of her said Majesty who shall have committed, or shall be reasonably suspected of having committed, within the territory of such Chief, any act of violence or wrong, which would, by the laws of the colony, if committed within the limits of the colony, constitute any of the crimes enumerated in the last preceding Article; and in regard to criminals, or suspected criminals, not being subjects of Her Majesty, escaping into the colony from the territory of any of the said Chiefs, the Governor engages, upon being requested by the Chief so to do, to use his best exertions to discover and deliver up such criminals, or suspected criminals, to the Chief for trial.

XV. The contracting Chiefs undertake to use their authority and influence to cause all persons within their territories, whose evidence he shall find to be required by any court of justice in any British territory in South Africa, to appear at such time and place as shall be prescribed; and the Chiefs will, as much as possible, take care, when delivering up any prisoner under the XIIIth Article of this Treaty to any British authority, to produce, at the same time, to such authority, all witnesses acquainted with the matter in question, whose presence the Chiefs can command or procure, in order that the truth of the said matter may fully be made known.

The Government of the colony, on the other hand, will be prepared to pay all witnesses from Kaffirland, who, having been required so to do, shall attend any such Court as aforesaid, a reasonable compensation for their time and trouble.

XVI. Whenever any person resident in the colony shall have lost from the colony any horses, cattle, or other property, and shall afterwards identify the same in the possession of any person residing within the territory of any of the contracting Chiefs, such property shall be immediately restored, upon the requisition of the agent, to the person proving the same to belong to him. And in all cases in which the claimant shall prove to the said agent that the property so identified was stolen from him, the contracting Chief within whose territory it shall have been identified, engages to compensate the claimant for the expenses of the pursuit. But the Chief will, notwith-

standing, be relieved from the payment of the said compensation, if he shall deliver up for trial in the colony the supposed thief or thieves, and the person or persons so delivered up shall be duly convicted of the theft. And the Governor, moreover, engages to reward the Chief in proportion to the magnitude of the theft committed, for his zeal and trouble in apprehending and delivering up the thieves.

XVII. Whenever any person resident in the colony shall have lost from the colony, and can prove the same to have been stolen, any horses, cattle, or other property, and can, by the traces, or other sufficient evidence, satisfy the agent that such property was carried by the thief, or some person privy to the theft, from the colony into the territory of any of the contracting Chiefs, and further that he has made no delay which could have been avoided in reporting his loss to the said agent,-such Chief engages, in case the stolen property shall not be discoverable, to make good, upon being so required by the agent, the value of the property, and further, to compensate the owner for the expenses to which be shall have been put in his pursuit. But the Chief will be relieved from his liability for expenses, in case he shall deliver up the thief or thieves for trial in the colony, and he or they shall there be convicted in due course of law. And the Governer engages also to reward the Chief in every such case, in like manner as is in the conclusion of the last preceding Article promised and undertaken.

XVIII. The Governor aforesaid engages to nominate and appoint a competent tribunal (to which tribunal the agent will not belong), to be held from time to time, either within the colony or the territory of the contracting Chiefs, to hear and determine, by way of appeal, and according to such convenient rules as shall hereafter be from time to time established for its guidance by the Governor of the colony, in concert with the said chiefs (which rules for the time being shall be considered as if inserted in this Treaty), all manner of questions regarding compensation, and by whom and to what amount the same shall be made, and generally, all matters requiring adjudication under the 2 preceding Articles, before which tribunal either the claimants or the contracting Chiefs may appeal against any decisions of the agent acting under this Treaty; and it shall be competent for the said tribunal, should it see cause so to do, to award to either of the parties to any such appeal all reasonable expenses occasioned by the said appeal.

XIX. The contracting Chiefs, having admitted into their territories Christian missionaries for the instruction of their subjects, hereby engage to protect the persons, families, and property of all

Christian teachers who may reside amongst them.

XX. The contracting Chiefs engage to permit any of their subjects who profess the Christian religion, or who desire to settle at or near the missionary villages or institutions within their territories respectively, to take their property with them to such institutions without being molested or injured in any way; and they further engage that such persons shall not be disturbed or injured in their persons, families, or property, for refusing to comply with the Kaffir customs of witchcraft, rainmaking, polygamy, circumcision, or forcible abduction or violation of females.

XXI. The contracting Chiefs bind themselves to encourage their subjects to cause the regular attendance of their children at the schools of the Christian teachers within their territories.

XXII. The contracting Chiefs engage to abstain from making war, as much as possible, on the tribes to whom they are adjacent, and that, before doing so, they will request the mediation of the Colonial Government, with a view of settling amicably the differences between them.

XXIII. The Governor aforesaid engages to defend the contracting Chiefs, in their respective territories, against any enemy who shall attack or make war upon any of them, provided such attack or war has not been occasioned by any aggression, or any other act of injustice, on the part of the contracting Chief, or by his having neglected or declined the mediation of the Colonial Government.

XXIV. The contracting Chiefs, on their part, engage not to permit any tribe, or the property of any tribe, which tribe may be at war with the colony, or who may be known to the contracting Chiefs, or any of them, to have hostile intentions towards the colony, to pass into or remain within their respective territories ; and in the event of the Colonial Government having received intimation of the hostile intentions of any such tribe, before the same has come to the knowledge of the contracting Chiefs, they engage not to permit such tribe, or the property of such tribe, to pass into or remain within their territory, upon being so required by the Government of the colony.

This done at the Government House in Cape Town, this 22nd day of November, in the year of our Lord, 1845.

P. MAITLAND.

Signed and sealed in our presence:
JOHN MONTAGU, Secretary to Government.
HARRY RIVERS, Treasurer-General.
WM. PORTER, Attorney-General.

This done at the Tyumie Residency, this 21st day of January, in the year of our Lord, 1845.

their

SANDILLA, X

MAQUOMO, X

XOXO, X

BOTMAN, X
marks

Signed and sealed in our presence:

HARRY DARRELL, Captain 7th Dragoon Guards.
H. SOMERSET, Col., Lt.-Colonel Cape Mounted Rayles.
JAMES LAING, Missionary.
Wm. GOVAN, Missionary.
JAN TZATZOE, Kafir Chief
SEYALO, Kafir Chief X his mark.
Q'ENO.
C. LENNOX STRETCH, Diplomatic Agent.

The XVIIIth Article of the within Treaty is, by consent of his Excellency the Governor and the contracting Chiefs, expunged. Dated at Cape Town, this 22nd day of November, 1845.

P. MAITLAND.

Appendix B: Contract Cases

All treaty texts reproduced in this appendix are drawn from the printed volumes cited in the main text and bibliography. Where digitized copies were used, they were accessed via HathiTrust or GoogleBooks. Bibliographic entries provide links to the corresponding GoogleBooks or HathiTrust catalog records, from which individual volumes can be accessed.

Oudh

Treaty of Lucknow with Nawab Vizier Saadet Ali Khan, 10 November 1801

C. U. Aitchison (Comp.), *A Collection of Treaties, Engagements, and Sunnuds Relating to India and Neighbouring Countries*, Vol. 2 (London: Savielle and Cranenburgh, 1865), p. 121. Digitized by HathiTrust and hosted online.
This transcript was generated using Optical Character Recognition (OCR) from the 1865 printed edition. It has been manually cleaned for readability while preserving the original structure.

TREATY between the HONOURABLE the EAST INDIA COMPANY and His EXCELLENCY the NABOB VIZIER-UL-MOMALIK, YEMEEN-OO-DOWLA, NAZIM-UL-MOOLK,
SAADET AL KHAN BEHAUDER, MOBAURIZ JUNO, for ceding to the COMPANY, in perpetual sovereignty, certain portions of His EXCELLENCY'S territorial possessions, in commutation of the Subsidy now payable to the COMPANY by the VIZIER,-10th November 1801.

Whereas, by the Treaty now subsisting between His Excellency the Vizier and the Honourable the East India Company, the Company have engaged to defend His Excellency's dominions against all enemies, and to enable them to fulfil that Engagement His Excellency is bound by the aforesaid Treaty to pay to the Company, in perpetuity, the annual subsidy of seventy-six lakhs of Lucknow Sicca Rupees, and is further bound by the said Treaty to defray the expense of any augmentation of the force, which, in addition to the number of troops stipulated in the Treaty, shall be judged necessary to enable the Company to fulfil their Engagements of defending His Excellency's dominions against all enemies; and whereas it is advisable that the funds for defraying these charges be established on a footing which shall admit of no fluctuation of either increase or decrease, and which shall afford satisfaction and security to the Company in regard to the regular payment in perpetuity of all such charges: The following Treaty, consisting of ten Articles, is concluded on the one part by His Excellency the Most Noble Marquis Wellesley, K.P., Governor-General for all affairs, civil and military, of the British Nation in India, through the Honourable Henry Wellesley and Lieutenant-Colonel Scott, under full powers vested in them by the said Governor General, for the purpose of concluding a Treaty with His Excellency the Vizier, in the name and on

the behalf of the Governor-General; and on the other part by His Excellency the Nabob Vizier-ul-Momalik, Yemeen-Oo-Dowla, Nizam-ulMoolk, Saadet Ali Khan Behauder, Mobauris Jung, on behalf of himself and his heirs and successors, for ceding to the Honourable the English East India Company, in perpetual sovereignty, certain portions of His Excellency's territorial possessions in commutation of the former and augmented subsidy, and of all other sums of money now chargeable to His Excellency, on account of the Company's defensive Engagements with His Excellency.

ARTICLE I. His Excellency the Nabob Vizier hereby cedes to the Honourable the East India Company, in perpetual sovereignty, the undermentioned portions of his territorial possessions, amounting in the gross revenue to one crore and thirty-five lakhs of rupees, including expenses of collections, in commutation of the subsidy, of the expenses attendant on the additional troops, and of the Benares and Furruckabad pensions.

Statement of the Jumma.

Chuckla Korah, Kurrah, and Chuckla Etawah	55, 48, 577 11 9
Kehr and others	5, 33, 374 0 6
Furrackabad and others	4, 50, 001 0 0
Khairaghur and others..	2, 10, 001 0 0
Azimghur and others, Azimghur, Mownaut Bunjun	6, 95, 624 7 7
Goruckpore and others and Butwul	
Goruckpore, etc. 5,09, 853 8 0	
Butwal 40, 001	
5, 49, 854 8 0	
Soubah of Allahabad and others.	9,34,963 1 3
Chuckla Bareilly, Asophabad, and Kolpoory ..	43, 13, 457
Nabob Gunge, Kehly, and others	1, 19, 242 12 0
Alohoul and others, with the exception of the Talook of Arwul	1, 68, 378
TOTAL JUMBA, LUCKNOW	1, 35, 23, 474 8 3

The above-mentioned mehals being ceded to the Honourable Company, as held by the Aumils, in the year 1206 Fussellec, no claims are to be hereafter made on account of villages or lands which in former years may have been added to or separated from the said mehals.

ARTICLE 2. The subsidy which by the second Article of the Treaty of 1798, His Excellency engaged to pay to the Company (now that territory is assigned in lieu thereof and of the expenses of the additional troops) is to cease for ever; (ad His Excellency is released from the obligation of defraying the expenses of any additional troops which at any time may be required for the protection of Oude and its dependencies, whether of the countries ceded

to the Company or the territories which shall remain in the possession of His Excellency the Vizier.

ARTICLE 3. The Honourable the East India Company hereby engage to defend the territories which will remain to His Excellency the Vizier, against all foreign and domestic enemies; provided always, that it be in the power of the Company's Government to station the British troops in such part of His Excellency's dominions as shall appear to the said Government most expedient; and provided further that His Excellency, retaining in his pay four battalions of infantry, battalion of nujeebs and muwattees, two thousand horsemen, and to the number of 300 golundauz, shall dismiss the remainder of his troops, excepting such numbers of armed peons as shall be deemed necessary for the purposes of the collections, and a few horsemen and nujeebs to attend the persons of the Aumils.

ARTICLE 4. A detachment of the British troops, with a proportion of artillery, shall at all times be attached to His Excellency's person.

ARTICLE 5. That the true intent and meaning of the 1st, 2nd, 3rd and 4th Articles of the Treaty may be clearly understood, it is hereby declared, that the territorial cession, being in lieu of the subsidy, and of all expenses on account of ihe Company's defensive Engagements with His Excellency, no demand whatever shall be made upon the treasury of His Excellency on account of expenses which the Honourable Company may incur, by assembling forces to repel the attack or menaced attack of a foreign enemy, -on account of the detachment attached to His Excellency's person,-on account of troops which may occasionally be furnished for suppressing rebellions or disorders in His Excellency's territories,-on account of any future change of military stations,-or on account of failures in the resources of the Ceded Districts, arising from unfavourable seasons, the calamities of war or any other cause whatsoever.

ARTICLE 6. The territories ceded to the Honourable Company by the first Article of this Treaty shall be subject to the exclusive management and control of the said Company and their officers, and the Honourable the East India Company hereby guarantee to His Excellency the Vizier and to his heirs and successors the possession of the territories which will remain to His Excellency after the territorial cession together with the exercise of his and their authority within the said dominions; His Excellency engages that he will establish in his reserved dominions such a system of administration, to be carried into effect by his own officers, as shall be conducive to the prosperity of his subjects, and be calculated

to secure the lives and property of the inhabitants; and His Excellency will always advise with, and act in conformity to, the counsel of the officers of the said Honourable Company.

ARTICLE 7. The districts ceded
by the first Article of this Treaty shall be delivered over to the Company's officers from the commencement of the Fussellee year 1209, corresponding with the 22nd of September A.D. 1801, and His Excellency will continue to pay the subsidy and the expense of the additional troops from his treasury, in the same manner as hitherto observed, until the Company's officers shall have obtained complete possession, from His Excellency's officers, of the countries so coded; the Company will not claim any payment of subsidy from Els Excellency's treasury, after their officers shall have obtained possession of the Ceded Districts.

ARTICLE 8. The contracting parties, with a view of establishing such a commercial intercourse between their respective dominions as shall be mutually beneficial to the subjects of both States, hereby agree to form a separate Commercial Treaty; in the meantime it is agreed that the navigation of the Ganges and of all other rivers where they may form the mutual boundary of the two States shall be free and uninterrupted; that is to say, that no boats passing up and down the Ganges or other rivers, where they form the mutual boundaries of both States, shall be stopped or molested for duties, nor shall any duties be exacted from boats which put to in the possessions of either of the contracting parties, without intention of landing their goods: it shall, however, be in the power of both Governments to levy such duties as they may think proper on goods imported into, or exported from, their respective dominions, not exceeding the present usage; it is further stipulated, that no exemption from duties on articles purchased in His Excellency's reserved dominions for the consumption of the troops situated within the Ceded Territories shall be claimed, after they shall have been delivered over to the Company's officers.
ARTICLE 9. All the Articles of former.
Treaties for establishing and cementing the union and friendship subsisting between the two States are to continue in full force, and all the Articles of the Treaty concluded by the late Governor-General, Sir John Shore, on the part of the Honourable the East India Company, and His Excellency the Vizier, in the year 1798, not annulled by this Treaty, are to remain in full force, and to continue binding upon both contracting parties.

ARTICLE 10. This Treaty, consisting of ten
Articles, has been settled and concluded through the Honourable Henry Wellesley and Lieutenant-Colonel Scott, under the full powers vested in them by the Governor-General as aforesaid, with His Excellency the

Vizier, in the City of Lucknow, on the 10th day of November, in the year of Our Lord One Thousand Eight Hundred and One, corresponding with the second of the month of Rejib of the year Twelve Hundred and Sixteen Hegira. WELLESLY .

SEAL OF SAADET ALI KHAN. Ratified by His Excelleney the Most Noble the Govenor-General, on the Ganges near Benares on the Fourteenth day of November 1801. N. B. EDMONSTON, Secy. to the Govt., Sec. and Pol. Dept.

Treaty with the King of Oude, 11 September 1837

C. U. Aitchison (Comp.), *A Collection of Treaties, Engagements, and Sunnuds Relating to India and Neighbouring Countries*, Vol. 2 (London: Savielle and Cranenburgh, 1865), pp. 173–177. Digitized by HathiTrust and hosted online.
This transcript was generated using Optical Character Recognition (OCR) from the 1865 printed edition. It has been manually cleaned for readability while preserving the original structure.

TREATY with Abool Futteh Mooen-ood-Deen Nowsherewan-i-Audil Sultane Zaman Mohummud Alli Shah, King of Oude. Lucknow, September 11, 1837.

WHEREAS by the subsisting alliance between the East India Company and the Oude States, the British Government is bound to defend the Oude territories against foreign and domestic enemies, the Sovereign of Oude engaging to retain in his service only a small specified number of troops; and whereas, while the British Government has faithfully and scrupulously performed the obligations so imposed on it, the engagement on the part of the Oude State has been habitually infringed, there being now in the employment of His Majesty the King of Oude, a large expensive military force; and whereas, experience has shown, that the execution of all the provisions of the Treaty of 1801, is attended with serious difficulty, and it is desirable and proper that a modified arrangement, consistent with the principles of that Treaty, and conducing to the prosperity and advantage of both 'States, should be introduced; and whereas, the restrictions as to the amount of military force to be employed by His Majesty the King of Oude, may with propriety be relaxed, on condition that an adequate portion of the increased force shall be placed under British. discipline and control, so as at once to promote the general interests of the Indian empire, and in particular the dignity and safety of the King, providing at a reduced cost for the efficiency of his national military establishment; and whereas, ARTICLE VI of the Treaty of 1801, requires that the Sovereign of Oude,
always advising with and acting in conformity to the counsel of the officers of the Honourable Company, shall establish in his reserved dominions such a system of administration (to be carried into effect by his own officers), as shall be conducive to the prosperity of his subjects, and be calculated to secure the lives and property of the

inhabitants, but provides no remedy for neglect of that solemn and paramount obligation; and whereas, the infraction of this essential engagement of the Treaty, and inattention to the first duty of a sovereign, on the part of several successive rulers of Oude, have been continued and notorious, and have ever exposed the British Government to the reproach of imperfectly fulfilling its obligations towards the Oude people; and it is therefore just and proper, that the defect alluded to in ARTICLE VI of the Treaty aforesaid, should be rectified; the following provisions have accordingly been arranged and concluded on the one part, by Lieutenant-Colonel John Low, Resident at the Court of Lucknow, in the name and on behalf of the Right Honourable Lord Auckland, Governor-General of India, in Council, and on the other by Abool Fetteh Mooen-ood-Deen Sultani Zaman Nowsherewan-i-Audil Mohummud Alli Shah, King of Oude, for himself and his heirs; and this agreement is to hold good from generation to generation to the end of time.

ARTICLE I. Article IIIrd of the Treaty, dated the 10th of November, 1801, is hereby cancelled; and His Majesty the King of Oude may employ such a military establishment as he may deem necessary for the government of his dominions. His Majesty engages, however, to make a suitable reduction of his establishment when it may appear to the British Government, from its pressure on the finances of the country, or other causes, to be obviously excessive.

ARTICLE II The Honourable East India Company engages, as before, to defend the Oude State against all foreign and domestic enemies; but it will be proper and advisable that His Majesty the King of Oude, shall organize as a part of his augmented ,military establishment, a disciplined force for the general support of his authority within his dominions.

ARTICLE III The King of Oude agrees, that the portion of his troops to be organized, as stipulated in the preceding Article, shall consist of not less than 2 regiments of cavalry, 5 of infantry, and 2 companies of Golundauze, for whose regular payment a suitable arrangement will be made.

ARTICLE IV The Government of Oude will fix the sum of 16 lacs of rupees per annum, for the expenses of the force stipulated to be maintained in the IIIrd Article of this Treaty, including their pay, arms, equipments, and public buildings of the cantonments, &c.; and as this force is so to be organized as to insure its efficiency for all descriptions of service, it will be open to future decision whether it may be advisable (with the consent of both Governments) to have a small body of horse artillery instead of a few of the horsemen, and a small body of pioneers, instead of a few infantry sepoys; but it is a settled compact

between the 2 States, that the expenditure on account of this new force, whatever may be its organization, shall not exceed 16 lacs of rupees, including every description of expense connected with it. And also in consequence of this year being one of great scarcity, and the expenditure of the Oude Government being very great, owing to its having to pay up a large amount of arrears due to troops and establishments, greater than usual, it is on these accounts hereby settled that for a period of 18 months, reckoning from the 1st of September, 1837, the organization of the new force shall not be commenced, and accordingly that no demands shall be made upon the Oude Government for money to pay the above-mentioned troops, until the 1st March, 1839.

ARTICLE V The British Government hereby engages to supply, and the King of Oude to take into his service, an adequate number of British officers, to be constantly employed with such force, for the purpose of maintaining its due discipline and securing its permanent efficiency.

ARTICLE VI This auxiliary force will ordinarily be fixed at such stations within the Oude territory as may, with the consent of both Governments, from time to time to both seem most convenient, and will be employed on all occasions on which its services may be deemed necessary by the King of Oude, with the concurrence of the British Resident; but it is to be clearly understood, that such force is not to be employed in the ordinary collections of the revenue.

ARTICLE VII In modification of ARTICLE VI of the Treaty above referred to, it is hereby provided, that the King of Oude will take into his immediate and earnest consideration, in concert with the British Resident, the best means of remedying the existing defects in the police and in the judicial and revenue administrations of his dominions; and that if His Majesty should neglect to attend to the advice and counsel of the British Government or its local representative, and if (which God forbid) gross and systematic oppression, anarchy, and misrule should hereafter at any time prevail within the Oude dominions, such as seriously to endanger the public tranquillity, the British Government reserves to itself the right of appointing its own officers to the management of whatsoever portion of the Oude territory, either to a small or to a great extent, in which such misrule as that above alluded to may have occurred, for so long a period as it may deem necessary, the surplus receipts in such cases, after defraying all charges, to be paid into the King's treasury, and a true and faithful account rendered to His Majesty of the receipts and expenditure of territories so assumed.

ARTICLE VIII And it is hereby further agreed, that in case the Governor General of India in Council, should be compelled to resort to

the exercise of the authority vested in him by ARTICLE VII of this Treaty, he will endeavour as far as possible to maintain (with such improvements as they admit of) the native institutions and forms of administration within the assumed territories, so as to facilitate the restoration of those territories to the Sovereign of Oude when the proper period for such restoration shall arrive.

ARTICLE IX All the other provisions and conditions of former Treaties between the British Government and the Oude State, which are not affected by the above Convention, are to remain in full force and effect. The above Treaty, consisting of 9 Articles, is executed at Lucknow, this 11th day of September, in the year of our Lord 1837, corresponding with the 10th day of Jamadossanee, 1253 Hegira.

(Square Persian Seal of the Governor-General.) AUCKLAND. W. MORISON. A. ROSS. H. SHAKESPEAR. Ratified by the Governor-General of India in Council, at Fort William, in Bengal, this 18th day of September, 1837. W. H. MACNAGHTEN, Secretary to the Government.

Aden

Treaty of Amity and Commerce with the Sultan of Aden, 6 September 1802

C. U. Aitchison (Comp.), *A Collection of Treaties, Engagements, and Sanads Relating to India and Neighbouring Countries*, Vol. 11 (Calcutta: Office of the Superintendent of Government Printing, 1892), pp. 119–121. Digitized by HathiTrust and hosted online.
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His EXCELLENCY the MOST NOBLE the MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER Of ST. PATRICK, one Of HIS MAJESTY'S MOST HONOURABLE PRIVY COUNCILLORS over all the BRITISH POSSESSIONS in the EAST INDIES, being desirous of entering into a TREATY of AMITY and COMMERCE with SULTAN AHMED BIN ABDOOL KUREEM, SULTAN of ADEN and its DEPENDENCIES, has named, on his part, SIR HOME POPHAM, KNIGHT of the MOST SOVEREIGN ORDER of ST. JOHN of JERUSALEM and AMBASSADOR to the STATES of ARABIA; and the said SULTAN has named AHMED BASAIB, PRINCE of ADEN, who having both met, and being satisfied with each other's powers, have agreed to the following Articles for the mutual benefit of their respective nations, but subject to the final ratification of HIs EXCELLENCY the MOST NOBLE the GOVERNORGENERAL Of INDIA,-1802.

ARTICLE I. That there shall be a commercial union between the Honourable the East India Company, or such British subjects as may be authorised by the GovernorGeneral of India, and the subjects of Sultan Ahmed Abdool Kureem.

ARTICLE II. The Sultan agrees to consider the ports of Aden as open for the reception of all goods brought on British ships, which goods or merchandize are to pay a duty of two per cent. and no more, for the space of ten years on the invoice or manifest of the goods, and no other charges whatever are to be exacted for anchorage. weighing or custom-house fees, by the Sultan or any of his Officers.

ARTICLE III. After the aforesaid term of ten years is expired, then the duties are to be raised to three per cent. and never to be made higher by the Sultan, his heirs and successors, on pain of forfeiting the friendship and commercial intercourse of the British nation. The Sultan also binds himself not to make any other charges whatever on anchorage, weighing, or custom-house fees under the penalty before mentioned.

ARTICLE IV. The same duties of two per cent. for the first ten years and

three per cent. for ever after, are also to be paid on all goods exported from Aden, which are the produce of the Sultan's territories, or the country surrounding them; and no other charges or demands whatever are to be made on those goods by the Sultan or any of his Officers.

ARTICLE V. If, however, any goods are purchased by the Honourable the Company, or any British subjects in the town or the port of Aden, the produce of Africa, Abyssinia or any other country, not in the possession of the Sultan, then no duty is to be paid, as it is to be considered that such goods have paid a duty on their first being landed, and consequently the Sultan agrees that they shall not pay duty a second time.

ARTICLE VI. The British subjects who use the ports of Aden shall have the privilege of transacting their own business, and not be obliged to commit it to the arrangement of any other person, nor forced to use any broker or interpreter whatever, unless they shall please to do so; and then such broker or interpreter to be a person of their own choice, and not subject to any control on the part of the Sultan.

ARTICLE VII. It shall be lawful and free for the subjects of the British nation to make over their property to whomsoever they please, without any control, either in health or in sickness; and if any person, being a British subject, should die suddenly and without a will, then the whole of his property, after paying his just debts to the subjects of the Sultan, is to be vested in trust in the hands of the British Resident to be transmitted by him to the Supreme Government, or any other Presidency, for the benefit of his family and his lawful heirs.

ARTICLE VIII That no dispute may hereafter arise about the person claiming the protection of the British flag, whether European or Native, a register shall be kept of all the British subjects residing at Aden, where every person having a certificats from either of the Presidencies in India shall, by that certificate, be registered in the office of the Cadi and the British Resident, and if he fails to register himself, he shall not be entitled to the benefits contained in the seventh Article.

ARTICLE IX. The benefit resulting from the seventh Article is to be considered as extending to any travelling merchants, or supercargoes, being subjects 'of the British Government, and the crews of all the ships navigating under the British flag, unon a certificate being produced from the Commander of such ships to which the j belonged at the time of making a will, or dying without one

ARTICLE X. The Sultan binds himself, his heirs and successors, to give

every assistance in his power to recover the debts due from any of his subjects to the British sub. jects; and that after three months from the time that any British subject shall send his demand to the Cadi for his assistance and prove a just debt, that then, if it is not paid, the Cadi shall have the power to order the property of the debtor to be seized and sold for the benefit of the creditor, but if the person owing the debt to the British subject has no property, then the Cadi shall confine him in gaol till some arrangement is made which is satisfactory to the British Government.

ARTICLE XI. If any disputes arise between registered British subjects, they are to be referred to the British Resident, who is to give his award according to the best of his judgment, founded on the laws of his own country. This award to be final in any case not exceeding two thousand dollars; but above that sum it is to be subject to an appeal in the different Presidencies of India. If, however, either party refuses to comply with this award, then the Sultan is to give power to the Cadi to imprison the party, according to the request of the Resident. This Article is introduced for the purpose of establishing the most perfect regularity and harmony between the registered subjects of the British nation and those of the Sultan

ARTICLE XII. All disputes between the subjects of the Sultan and those of the British nation are to be settled by the established laws of the country.

ARTICLE XIII. The Sultan agrees, for the consideration of dollars, to give over a piece of ground on the west side of the town of yards by yards, for the use and purpose of the British nation, on which the Company may erect any house or building, and completely wall it in if it shall be judged necessary to do so; and the Sultan agrees to prevent any building whatever from being made within twenty yards in front of the said Company's wall or fifteen yards on either side.

ARTICLE XIV. The British nation not to be subject to any indignities, and to have free permission to enter the town by any gate or direction, and ride or use, without the least molestation whatever, either horse, mule, ass or any other beast which they may think proper.

ARTICLE XV. If any soldier or British subject, not being a Mahomedan, should desert and go to the Cadi or other Officer of Government and offer to embrace the Mussulman religion, then the Cadi is to make a report to the Resident that he may claim him as a British subject; but if no claim is made after the expiration of three days from the time the report is made by the Cadi or other Officer, he is to act as he pleases with the person who so deserts from his own country.

ARTICLE XVI. The Sultan to give over a piece of ground as a public burying-place for all the British subjects who may die in the territories of the Sultan, and no charge to be made for the interment of any person except such as shall be agreed on for those who assist in the funeral.

ARTICLE XVII. Any other Articles which may be proposed by either of the parties and mutually agreed on may be hereafter entered in this Treaty, and the Ambassador on the part of the British Government is ready to convey any further proposition from the Sultan to the Governor-General, or enter into a contract for the purchase of any quantity of coffee, or the delivery of any 3ritish goods, on the prices which may be mutually agreed on.

The above-written seventeen Articles of Treaty having been read and mutually considered by the Plenipotentiaries on both sides and the Sultan, the Sultan hLd put his hand and seal to a true copy in Arabic, and the British Ambassador hais set his hand and seal to this English copy, on board of His Majesty's Ship the3 Ranney in Aden Roads, this 6th day of September 1802. HOME POPHAM.

Treaty of Peace with Sultan Muhsin Fadhl of Aden, 11 February 1843

C. U. Aitchison (Comp.), *A Collection of Treaties, Engagements, and Sanads Relating to India and Neighbouring Countries*, Vol. 11 (Calcutta: Office of the Superintendent of Government Printing, 1892), pp. 125–126. Digitized by HathiTrust and hosted online.
This transcript was generated using Optical Character Recognition (OCR) from the 1892 printed edition. It has been manually cleaned for readability while preserving the original structure.

This TREATY is made by SULTAN MUHSIN FADHL, his heirs and successors, the tribes of the AZEIBEE and SELLAMEE, On their visit to ADEN On Saturday, the 27th day of Sharel Hadjel Haram 1258,-1843.

Being anxious to make peace with the British Government, Captain Stafford Bettesworth Haines, in the name of the British Government, has given his consent and has made peace with Sultan Mubsin Fadhl and his adherents, and on this Treaty has Sultan Mubsin Fadhl placed his seal, and Captain Stafford Bettesworth Haines, on the part of the British Government, has set his seal. Inasmuch as peace is good and desirable for both parties, the Sultan Mushin Fadhi of Lahej in the name of himself, heirs, successors, and the tribes of Sellamee and Azeibee, and Captain Stafford Bettesworth Haines, on the part of Her Most Gracious Majesty Queen Victoria 1st, of Great Britain and Ireland, have made this holy agreement that between the two governments shall exist a, firm and lasting friendship that shall never be broken from the beginning unto

the end of all things, and to this agreement God is witness.

ARTICLE I. In consideration of the respect due to the British Government, Sultan Muhsin Fadhl agrees to restore the lands and property of all kinds belonging to the late Hassan Abdoolah Khateeb, Agent to the British at Lahej, after such property shall be proven. But the Sultan Muhsin expects it return that certain revenue and territorial books styled Deiras, said to be in the possession of the Khateeb family, should be restored to the government of Lahej, and then their persons shall be safe should they wish to go inland.

ARTICLE II. The Sultan will, on the same consideration, and has, in the presence of witnesses, settled all claims made by Shumaiel, the Jew, and he will also attend to all claims that may be brought against him during his fifteen days' residence in Aden.

ARTICLE III. Such transit duties as shall be hereafter specified shall be exacted by the Sultan, who binds himself not to exceed them. The Sultan will also, by every means in his power, facilitate the intercourse of merchants, and he shall in return be empowered to levy a moderate export duty.

ARTICLE IV. The Sultan engages to permit British subjects to visit Lahej for commercial purposes and to protect them, allowing toleration of religion with the exception of burning the dead.

ARTICLE V. Should any British subject become amenable to the law, he is to be made over to the authorities at Aden; and in like manner are the subjects of the Sultan to be made over to his jurisdiction.

ARTICLE VI. The bridge at Khor Maksar is English property, and as such shall be kept in order by them; but should it be proved that it is destroyed by the followers of the Sultan, he shall repair it.

ARTICLE VII. The Suitan binds himself, as far as he can, to keep the roads clear of plunder. ing parties and to protect all merchandize passing through his territories.

ARTICLE VIII. British subjects may, with the permission of the Sultan, hold in tenure land at Labej, subject to the laws of the country ; and in like manner may the ryots of the Sultan hold property in Aden subject to the British laws.

ARTICLE IX. Such articles as the Sultan may require for his own family shall pass Aden free of duty; and in like manner all presents and all government property shall pass the territories of the Sultan free from

transit duty.

ARTICLE X. With regard to the stipend of the Sultan, it entirely rests with Captain Haines and the British Government. The Sultan considers the British his true friends and likewise the British look upon the Sultan of Lahej as their friend.

This Treaty is concluded on the 11th day of Shahr Mohurrum Al Haram Ashoor, in the year of the Hejira 1258\--11th Febraary 1843. S. B. HAINES, Captain, I.N., etc., Political Agent, Aden.

Protectorate Treaty with the Sultan of Socotra and Kishn, 23 April 1886

C. U. Aitchison (Comp.), *A Collection of Treaties, Engagements, and Sanads Relating to India and Neighbouring Countries*, Vol. 11 (Calcutta: Office of the Superintendent of Government Printing, 1892), pp. 225–227. Digitized by HathiTrust and hosted online.
This transcript was generated using Optical Character Recognition (OCR) from the 1892 printed edition. It has been manually cleaned for readability while preserving the original structure.

THE British Government and Ali-bin-Abdalla-bin-Salim-bin-Saadbin-Afrir, Sultan of Socotra and its dependencies, being desirous of maintaining and strengthening the relations of peace and friendship existing between them, the British Government have named and appointed Brigadier-General A. G. F. Hogg, Political Resident at Aden, to conclude a Treaty for the purpose. The said Brigadier-General A. G. F. Hogg and Sultan Ali-binAbdalla aforesaid have agreed upon and concluded the following Articles:- AnT.

ARTICLE I The British Government, in compliance with the wish of the Undersigned, Sultan Ali-bin-Abdalla, hereby undertakes to extend to the Island of Socotra and its dependencies which are under his authority and jurisdiction, the gracious favour and proteotion of Her Majesty the Queen-Empress.

ARTICLE II The said Sultan Ali-bin-Abdalla agrees and promises, on behalf of himself, his heirs and successors, to refrain from entering into any correspondence, Agreement, or Treaty with any foreign nation or Power, except with the knowledge and sanction of the British Government; and further promises to give immediate notice to the Resident at Aden, or other British offcer, of the attempt by any other Power to interfere with the Island of Socotra and itt dependencies.

ARTICLE III The above Treaty shall have effect from this date.

In witness whereof the Undersigned have affixed their signatures or

seals, at Kishn, this 23rd day of April, 1886.
(On behalf of Brigadier General A. G. F. Hogg, Political Resident at Aden),

CHAS. W. H. SEALY, Second Assistant Resident.

Witness: M. S. JAFFER, Native Assistant Resident.

His
X ALI-BIN-ABDALLA-BIN-SALIM-BIN-SAADBIN-JA'WARI-BIN-AFRIR, Sultan qf Socotra and its Dependencies.
mark.

Witnesses:
SULTAN SAMIN-BIN-AHMED-BIN-SAAD-BIN-AFRIR.
SAAD-BIN-MUBABAK, Kadthi of Kishn.
MAHOMED-BIN-SAAD, Kadthi of Gollonsia and Socotra.

DUFFERIN, Viceroy and Governor-General of India.

This Treaty was ratified by the Viceroy and Governor-General of India in Council, at Simla, on the 23rd day of June, 1886. H.M Dynix, Secretary to the Government of India, .breign Department.

Appendix C: Maritime Cases

All treaty texts reproduced in this appendix are drawn from the printed volumes cited in the main text and bibliography. Where digitized copies were used, they were accessed via HathiTrust or GoogleBooks. Bibliographic entries provide links to the corresponding GoogleBooks or HathiTrust catalog records, from which individual volumes can be accessed.

Sindh

Treaty with Sindh, 22 August 1809

C. U. Aitchison (Comp.), *A Collection of Treaties, Engagements, and Sunnuds Relating to India and Neighbouring Countries*, Vol. 7 (London: Savielle and Cranenburgh, 1865), pp. 34–35. Digitized by HathiTrust and hosted online.
This transcript was generated using Optical Character Recognition (OCR) from the 1865 printed edition. It has been manually cleaned for readability while preserving the original structure.

ARTICLE 1. There shall be eternal friendship between the British Government and that if Sindh, namely, Meer Gholam Ali, Meer Kureem Ali, and Meer Murad Ali.

ARTICLE 2. Enmity shall never appear between the two States.

ARTICLE 3. The mutual despatch of the vakeels of both governments, namely the British Government and Sindhian Government, shall always continue.

ARTICLE 4. The Government of Sindh will not allow the establishment of the tribe of the French in Sindh. Written on the 10th of the month of Rujeeb-ool-Moorugub in the year of the Hegira 1224, corresponding with the 22nd of August 1809. MINTO.

Ratified by the Right Honourable the Governor-General at Fort St. George, the 16th of November 1809. N. B. EDMONSTONE, Secretary.

Treaty with the Ameers of Sindh, 9 November 1820

C. U. Aitchison (Comp.), *A Collection of Treaties, Engagements, and Sunnuds Relating to India and Neighbouring Countries*, Vol. 7 (London: Savielle and Cranenburgh, 1865), pp. 35–36. Digitized by HathiTrust and hosted online.
This transcript was generated using Optical Character Recognition (OCR) from the 1865 printed edition. It has been manually cleaned for readability while preserving the original structure.

TREATY between the HONOURABLE EAST INDIA COMPANY on the one hand and

the AMEERS of SINDH on the other, November 9th, 1820. The British Government and the Government of Sindh having in view to guard against the occurrence of frontier disputes, and to strengthen the friendship already subsisting between the two States, Mir Ismael Shah was invested with full power to treat with the Honourable the Governor of Bombay, and the following articles were agreed on between the two parties:-

ARTICLE 1. There shall be perpetual friendship between the British Government on the one hand and Meer Kurreem Ali and Meer Murad Ali on the other.

ARTICLE 2. Mutual intercourse by means of vakeels shall always continue between the two governments.

ARTICLE 3. The Ameers of Sindh engage not to permit any European or American to settle in their dominions. If any of the subjects of either of the two States should establish their residence in the dominions of the other, and should conduct themselves in an orderly and peaceable manner in the territory to which they may emigrate, they will be allowed to remain in that situation; but if such fugitives shall be guilty of any disturbance or commotion, it will be incumbent on the local authority to take the offenders into custody, and punish or compel them to quit the country

ARTICLE 4. The Ameers of Sindh engage to restrain the depredations of the Khoosas and all other tribes and individuals within their limits, and to prevent the occurrence of any inroad into the British dominions.

M ELPHINSTONE. Bombay, 9th November 1820. In the name of the Merciful God. This is the Treaty which I, Meer Ismael Shah, vakeel of Shah Meer Kureem Ali Khan Ameer-ood-Dowla and Meer Shah Murad Ali Khan Ameer-ood-Dowla, concluded with Mr. Elphinstone, Governor of the populous port of Bombay, on Thursday, in the month of Suffer 1236 Hegirs. If it pleases God, there will be no difference to a hair's breadth. SEAL OF ISMAEL SHAH. NOTE.-The foregoing Treaty was approved by the Supreme Government on the 10th February 1821.

Commercial Treaty with Hyderabad-Sind, 1834

C. U. Aitchison (Comp.), *A Collection of Treaties, Engagements, and Sunnuds Relating to India and Neighbouring Countries*, Vol. 7 (London: Savielle and Cranenburgh, 1865), pp. 41–43. Digitized by HathiTrust and hosted online.
This transcript was generated using Optical Character Recognition (OCR) from the 1865 printed edition. It has been manually cleaned for readability while preserving the original structure.

WHEREAS in the 1st Article of the Supplemental Treaty concluded

between the Honourable East India Company and the Government of Hyderabad on the 22nd day of April, 1832, corresponding with the 20th of Zeekand, 1247 Hegira, it was stipulated that the Government of Hyderabad, was to furnish the British Government with a Statement of Duties, &c.; and "after that the Officers of the British Government who are versed in affairs of Traffic shall have examined the said Statement, should the Statement seem to them to be fair and equitable, and agreeable to custom, it will be brought into operation, and will be confirmed; but should it appear too high, His Highness Meer Moorad Alee Khan, on hearing from the British Government to this effect, through Colonel Pottinger, will reduce the said Duties." Now, according to the terms of the above Stipulation, the Contracting States, having made due inquiry, hereby enter into the following Agreement :

ARTICLE I. In lieu of a Duty on Goods proceeding up or down the River Indus, in virtue of the Vth Article of the Perpetual Treaty of Heydrabad, there shall be levied on the Rivers between the Sea and Rooper, a Toll on each Boat of 19 Tatta rupecs per Tatta khurrar; of which amount 8 rupees shall be receivable by the Governments of Hyderabad and Khyrpoor, and 11 rupees by the other States possessing dominions on the banks of the Rivers, namely, His Highness Bahawul Khan, Maharajah Runjeet Sing, and the Honourable The East India Company.

ARTICLE II To obviate any cause whatever of trouble or inconvenience to Traders and Merchants during their progress, and also to prevent disputes and doubts, and consequent altercation and delay, touching the size of boats, the Toll is fixed at 30 Tatta kburrars. Be a Boat large or small, she will pay Toll according to this, and whether she measures 5 kburrars, or 100 khurrars she will be reckoned as one of 30.

ARTICLE III The portion of the Toll above described appertaining to Sinde, and amounting to 240 Tatta rupees on each Boat, shall be levied at the bunder or port at the mouth of the River where the Cargoes are transferred from the River to the Sea Boats, and vice versi, and divided as the Governments of Hyderabad and Khyrpoor may think best.

ARTICLE IV. For
the purpose of assisting in the realization of the Toll due to Sinde, also in the speedy and satisfactory adjustment of disputes which may happen to occur amongst the Merchants, Boatmen, and others, on the questions of hire, &c., as well as with a view to the preservation and augmentation of the amicable Relations which happily subsist between the States, it is settled that a British Agent (who shall not be an European gentleman), under the authority of Lieutenant Colonel Henry Pottinger, Agent to the Governor-General of India for the Affairs of Scinde, shall reside at the bunder or port at the mouth of the River where Cargoes are

transferred from one description of Boat to another; and the British Government binds itself that the said Agent shall neither engage in Trade, nor interfere in any way with the fiscal or other affairs of the Sinde Government. It is further settled, that when occasion connected with this Treaty may render it advisable the Governor-General's Agent for the Affairs of Sinde shall have the power of deputing one of his Assistants to the above-described bunder or port, to settle any discussions that may have arisen; after doing which he is to return to Bhooj.

ARTICLE V For the more perfect fulfilment of this Treaty it is hereby distinctly stipulated, that should any portion, however small or great, or of whatever description, of the Merchandise or Goods on board any Boat passing up or down the River, be landed for sale by a Merchant or Merchants, such portion of Merchandise or Goods, whatever may be its quantity or quality, shall instantly become subject to the existing local Duties, as levied by the respective Governments within their own Territories; the purpose of the Toll agreed to by this Treaty being, not to supersede or set aside the established Dues of the different States, but to repay the expense to which the Governments will necessarily be subjected in affording the customary protection to Trade in transit on the River. It will be perfectly understood from this Vth Article, that the Governments have no claim to Duties on Merchandise merely passing up or down the River, and that the Toll is all that is to be demanded; but should any portion, however small or large, of Goods, be landed and sold, then the usual Duties will be levied.

Niger Delta and Niger River

Preliminary Protectorate Treaty with the King and Chiefs of Opobo, 1 July 1884

Clive Parry (Ed.), *The Consolidated Treaty Series, 1648–1919*, Vol. 163 (Dobbs Ferry, NY: Oceana Publications, 1969), pp. 157–158.
This treaty was transcribed directly from the printed volume.

PRELIMINARY TREATY with King and Chiefs of Opobo.

July 1, 1884. HER Majesty the Queen of the United Kingdom of Great Britain and Ireland, Empress of India, &c., and the King and Chiefs of Opobo, being desirous of maintaining and strengthen- ing the relations of peace and friendship which have for so long existed between them; Her Britannic Majesty has named E. H. Hewett, Esq., her Consul for the Bights of Benin and Biafra, to conclude a Treaty for this purpose.

The said E. H. Hewett, Esq., and the said King and Chiefs of Opobo have agreed upon and concluded the following Articles:-

ART. I. Her Majesty the Queen of Great Britain and Ireland, &c., in compliance with the request of the King, Chiefs,and the people of Opobo, hereby undertakes to extend to them,and to the territory under their authority and jurisdiction, her gracious favour and protection.

II. The King and Chiefs of Opobo agree and promise to refrain from entering' into any correspondence, Agreement, or Treaty with any foreign nation or Power, except with the * By the Arranzement between Great Britain and Germany of April-June,1885 defining the respective spheres of influence of the two countries in the territories on the Gulf of Guinea, it was agreed that both Powers should withdraw any Protectorates already established in the limits assigned to the other by that Arrangement, a reservation being especially made as to the settlement of Victoria, Ambas Bay. See also Treaty of December 19, 1884. knowledge and sanction of Her Britannic Majesty's Govern- ment.

III. This Preliminary Treaty shall come into operation from the date of its signature.

Done in duplicate this 1st day of July, 1884, on board Her Britannic Majesty's ship Flirt, anchored in Opobo River.

EDWARD HYDE HEWETT.

KING JA JA.

COOKEY.

Treaty with Obi Osai, Chief of Aboh, 28 August 1841

Edward Hertslet (Comp.), *Hertslet's Commercial Treaties*, Vol. 7 (London, 1843), pp. 22–27.
Digitized by HathiTrust and hosted online.
This transcript was generated using Optical Character Recognition (OCR) from the printed edition. It has been manually cleaned for readability while preserving the original structure.

TREATY with Obi Osai, Chief of Aboh, (Eboe or Ibu)- Signed of Aboh, August 28, 1841.

THERE shall be peace and friendship between the people of Great Britain and the people of Abob ; and the Slave Trade shall be put down for ever in the Aboli country; and the people of Great Britain and the people of Aboh shall trade together innocently, justly, kindly, and usefully; and Captain Henry Dundas Trotter, Commander William Allen, Commander Bird Allen, and William Cook, Esquire, Commissioners on the part of the Queen of Great Britain, and Obi Osai on his own part, and that of his people, as the Chief of the Aboh country, do make the following Agreement for these purposes:

ART. I. The Slave Trade shall be utterly abolished in the Aboh country, and from the signing of this Agreement no persons what- ever shall be removed out of the country for the purpose of being treated or dealt with as slaves; nor shall any persons whatever be allowed to be brought through the country, or any part thereof, for the purpose of being treated or dealt with as slaves, by way of exportation or otherwise, nor shall any persons whatever be imported into the country for the purpose of being dealt with as slaves; and no subject of the Aboh country shall be in any way concerned in the exporting or importing slaves, or carrying on the Slave Trade, either within or without the limits of the country. The Chief promises to inflict reasonable punishment on all his subjects who may break this law.

II. The officers of the Queen of Great Britain may seize every vessel or boat of Aboh, found anywhere carrying on the Trade in Slaves, and may also seize every vessel or boat of other nations with whom a similar Agreement has been made, found carrying on the Trade in Slaves in the waters belonging to the Chief of Aboh. Upon such seizure and after regular condemnation, according to the provisions of this Agreement, the slaves shall be made free, and the vessels or boats shall be destroyed.

III. That in all cases oF the seizure of vessels and boats with the

slaves on board, under the provisions of this Agreement, the said Commissioners, or those of them who may be present, and in their absence, the Commissioned or Commanding Officer on board the British vessel making the seizure, or any agent authorised for that purpose, shall, in presence of the Chief, or headman appointed by him, make due examination and inquiry into the case, and shall condemn the said vessel or boat with the slaves on board, if satisfied that the provisions of this Agreement have been thus contravened, or otherwise acquit and restore the same.

IV.That from and after the signing of this Agreement, no persons whatever, coming into the country, shall be reduced into slavery, or treated or used as slaves. All white persons whattver, and all British subjects, of whatever colour, at present detained in slavery, shall be immediately set free.

V. British people may freely come into the Aboh country, and may stay in it or pass through it; and they shall be treated as friends while in it, and they may leave the country with their property whien they please.

VI. Christians of whatever nation or country, peaceably co;.- ducting themselves in the dominions of the Chief of Aboh, shill be left in the free enjoyment and exercise of the Christian religion, and shall not be bindered or molested in their endeavours to teach the same to all persons whatever, willing and desirous to be taught; nor shall any subject of Abob who may embrace the Christian faith, be, on that account, or on account of the teaching or exercise thereof, molested or troubled in any manner whatsoever.

VII. British people may always trade freely with the people of Aboh, in every article which they may wish to buy or sell; and neither the British people, nor the people of Aboh, shall ever be forced to buy or sell any article, nor shall they be prevented from buying or selling any article with whomsoever they please, and they shall not be compelled to employ an agent; and the customs and dues taken by the Chief of Aboh on British goods sold in the Aboh country shall in no case be more altogether than one-twentieth part of the goods so imported, or their ascertained value; and there shall be no duty, toll, or custom, levied on goods exported.

VIII. The paths shall be kept open through the Aboh couiitry vo other countries, so that British traders may carry goods of all kinds through the Aboh country to sell them elsewhere; and the traders of other countries may bring their goods through the Aboh country to trade with the British people.

IX. British people may buy and sell or hire lands and houses in the Aboh country; and their houses shall not be entered without their consent, nor shall their goods be seized, nor their persons touched; and if British people are wronged or ill-treated by the people of Aboh, the Chief of Aboh shall punish those doing such wrong.

X. But the British people must not break the laws of the Aboh country; and when they are accused of breaking the laws, the Chief may detain the person charged with committing any grievous crime in safe custody, taking care that he be treated with humanity; and shall send a true account of the matter to the nearest place where there is a British force; and the commander of such British force shall send for the British person, who shall be tried according to British law, and shall be punished, if found guilty, and a report of such punishment shall be forwarded to the Chief for his satis- action.

XI. If the Aboh people should take away the property of a British person, or should not pay their just debts to a British person, the Chief of Aboh shall do all he can to make the Aboh people restore the property and pay the debt; and if a British person shall take away the property of the Aboh people, or shall not pay his just debts to the Aboh people, he shall be subject to the laws of the country for the recovery of the same; provided always that no injury be done to his person. The Chief of Aboh shall make known the fact to the Commander of the British force nearest to the Aboh country, or to the resident agent, if there is one; and the British commander or agent, whichever it may be, shall do all lie can to make the British person restore the property and pay the debt.

XII. The Queen of Great Britain may appoint an agent to visit Aboh, or to reside there, in order to watch over the interests of the British people, and to see that this Agreement is fulfilled; and such agent shall always receive honour and protection in the Aboh country; and the Aboh Chief shall pay attention to what the agent says; and the person and property of the agent shall be sacred.

XIII.It is understood that all Bxitish vessels or boats are at liberty to navigate the River Niger and its branches and tributaries, without the payment of any duties, tolls, or customs, whatsoever. The Chief of Aboh promises to use his utmost endeavours to facili- tate the conveyance of messengers and despatches to or from British people.

XIV. The power of sanctioning or modifying this Treaty is expressly reserved to Her Majesty the Queen of Great Britain.

XV. Any infringement of this Treaty will subject the Chief of Aboh to

the severe displeasure of the Queen of Great Britain, and the loss of the duties herein stipulated for.

XVI. The Chief of Aboh shall, within 48 hours of the date of this Agreement, make a law for carrying the whole of it into effect, and shall proclaim that law; and the Chief of Aboh shall put that law in force from that time for ever.

XVII. The Queen of. Great Britain, out of friendship for the Chief of Abob, and because the Chief of Aboh has made this Agreement, gives him the following articles:-1 ornamental velvet cap; 1 double-barrelled gun, German silver mounted, flint-lock; 1 pair of pistols, German silver mounted, flint-lock; 1 gilt mounted sabre;. 6 yards of cotton velvet; 1 piece of maddapolan; 2 pieces of printed Manchester goods; -piece of caricature handkerchiefs; 5 yards of superfine scarlet cloth; 5 yards of superfine blue cloth;36 bead necklaces, of sorts; 100 flints; 1 case, containing razors, knife, and scissors; 32 small looking-glasses; 1 large lustring umbrella; 1 telescope; 1 serjeant-major's dress, complete; 4 red caps ; 4 red jackets, baize; 4 shirts; 4 black jacks ; 1, piece of Romal handkerchiefs; 1 pewter basin; 4 brass bracelets (bangles) 1 brass snuff-box; 2 dozen gilt buttons; 6 large pewter spoons 6 small pewter spoons: 2 brass lamps; 1 padlock; 6 pocket knives; 1 saw; 2 pieces of Pondicherry; 1 piece of Naganapots; 2 pieces of brawls; 1 piece of Madras handkerchiefs; 1 piece of brown shirting; 2 pieces of Bejutepauts ; 1 piece of cotton bandanas; 1 piece of Niccannec; 1 piece of Chillo; 6 tin horns; 1 Arabic Bible, 1 oil press. And the Chief of Aboh hereby acknowledges he has received those articles.

And so we, Captain Henry Dundas Trotter, Commander William Allen, Commander Bird Allen, William Cook, Esquire, and Obi Osai, Chief of Aboh, have made this Agreement, and have signed it on board Her Majesty's steam-vessel Albert, off Aboh, this 28th day of August, 1841. And this Agreement shall stand for ever.

H. D. TROTTER, First Commissioner.

OBI OSAI, His X mark. Chief of the Aboh Country

WILLIAM ALLEN, Second Commissioner.

BIRD ALLEN, Third Commissioner.

W. COOK, Fourth Commissioner.

ADDITIONAL ARTICLE.

THE Chief of Aboh declares that no human beings are sacrificed on account of religious or other ceremonies or customs, in the Aboh country, and hereby stipulates that he will prevent the introduction of such barbarous and inhuman customs and ceremonies into his country.

And so we, Captain Henry Dundas Trotter, Commander William Allen, Commander Bird Allen, William Cook, Esquire, and Obi Osai, Chief of Aboh, have made this agreement, and have signed it on board Her Majesty's steam-vessel Albert, off Aboh, this 28th day day of August, 1841. And this agreement shall stand for ever.

\[Signatures as above.\]

Treaty with the King and Chiefs of the River Bonny, 3 October 1850

Edward Hertslet (Comp.), *Hertslet's Commercial Treaties: A Collection of Treaties and Conventions between Great Britain and Foreign Powers*, Vol. 9 (London, 1850), pp. 14–27. Digitized by HathiTrust and hosted online.
This transcript was generated using Optical Character Recognition (OCR) from the printed edition. It has been manually cleaned for readability while preserving the original structure.

TREATY with the King and Chiefs of the River Bonny.- Signed at Bonny Town, October 3, 1850.

WHEREAS the 2 Contracting Parties have deemed it expedient, for the effectual protection of British commerce, to proceed imme- diately to the revision of all former Treaties existing between the 2 countries, for the purpose of ascertaining what stipulations contained therein are proper to be continued or renewed, it is agreed that Articles I, II, and III, herewith subjoined, of former Treaty, dated April 9, 1837, are hereby ratified and confirmed.

ART. I. That the King and Chiefs of Bonny pledge themselves that no British subjects shall from this time be detained on shore, or maltreated in any way under any pretence; and if they (the King and Chiefs) do so, they will incur the displeasure of Her Majesty the Queen of England, and be declared enemies of Great Britain; and the men-of-war will, upon any such complaint being made to them, immediately come to Bonny to protect British vessels.

II.That in case of any misunderstanding between the British shipmasters and the King or Chiefs of Bonny, all and every British shipmaster shall be at liberty to go on shore free of molestation, and will with the King and Gentlemen of Bcnny peaceably settle any dispute

between the parties.

III. That British subjects having any complaint against the natives of Bonny, will bring his or her complaint before the King and Chiefs and Masters assembled, and they hereby promise to redress all such grievances by punishing the offender. And if any British seaman shall maltreat a Bonny man, he shall be punished by the master of the vessel to which such seaman shall belong.

IV. That upon the arrival of any British merchant-vessel in this river, for the purpose of trading therein, the supercargoes of such vessels shall, upon the tendering of 5 bars per register tonnage of such ship, to the King or person entitled to receive such comey, be allowed the privilege of trading without further molestation. The comey to consist of a fair assortment of the goods usually brought out for trade, viz., guns, cloth, powder, rum, salt, beads, caps, knives, iron bars, bars of tobacco, earthenware, brass rods, or any other goods such ship may have in for trade. The comey to be tendered upon the ship's arrival, or as soon as convenient, and if not accepted by the King, such ship shall be at liberty to commence trade. This, however, does not exempt such vessels from paying the usual comey, if subsequently demanded.

V. That if at any time the supercargo of any ship (after having paid or tendered the usual comeyfor the privileges of trading) can prove that the trade of his ship shall have been stopped, whether directly or indirectly, upon any pretence whatever, the King is to be held responsible for such stoppage, and pay I puncheon of saleable palm- oil per day per 100 tons register to said ship, as compensation for the loss incurred; the said oil to be paid within 7 days after such stoppage shall have been made, and continue to pay the same so long as the trade of any such ship is stopped.

VI. That the supercargoes are not responsible to any of the Chiefs for the custom bar, but that it must be collected by them- selves and at their own cost.

VII. That after the comey has been paid or tendered to the King, every trader shall be allowed to trade in his own name; and neither the King, nor any other trader is entitled to exact any other comey, custom or tax whatever.

VIII. That the King shall from henceforth set apart for the use of the ships frequenting this river for the purpose of trade, that part of the shore facing the anchorage lying between a small creek called John Africa's Creek, and the point called Execution Point, from low and high water mark for 200 yards inshore from the river; and that the King shall

prohibit any of his subjects, under any pretence whatever, from frequenting such beach or any of the cask-houses built thereon. And if any natives are found there, unless with a written order from some white trader, they are liable to be arrested and brought before the King, who shall line them or those to whom they belong. And if the master of any ship can prove that his cask- house has been illegally entered or broken into by any natives, and any property stolen therefrom, the King shall make good all such loss himself.

IX. That in the event of the King or any of the Chief making any agreement to take any goods from a ship at a certain rate, all such agreements shall be perfectly binding; and in case the goods agreed for are not paid for at the time specified, such goods shall be forfeited, and the oil to be considered due, the same as if the goods had actually been paid; such oil, if not paid during the ship's stay, is to be deducted from the comey of said ship upon a future voyage, or from any other ship in the same employ. This clause is not to prejudice any private agreement made to the contrary, nevertheless.

X. That the King shall not, nor shall lie permit any of his Chiefs to demand or enforce any trust from any of the ships upon any pretence whatever.

XI. Whereas several boats have been plundered and lives sacri- ficed, it is deemed just and right that all aggressions and depreda- tions committed upon British subjects or property between this and New Calabar, within the limits of King Peppel's dominions, shall be satisfactorily adjusted by him.

XII. All just debts having been paid, and the ship ready for sea, no excuse shall avail or be admitted for being detained for want of a pilot.

XIII. Upon the death of a supercargo of any vessel trading here, no second tax, payment, or comey, can be demanded under any pretence whatever.

XIV. And further, be it enacted, that any breach of this Treaty shall be punished by the party or parties guilty of the same paying 20 puncheons of saleable palm-oil.

XV. Should any person take any trust from any vessel, and be unable to pay his debt, his house and property to be forfeited and sold by the King, the proceeds of the sale to go to the liquidation of the debt, and that he be no longer allowed to trade. The captain or supercargo of any vessel trading uith him after his name has been made known, to be liable

to a penalty of 10 puncheons of palm-oil; after the debtor has paid his debt, he shall again be allowed to trade.

Dated at Bonny Town, this 3rd day of October, 1850.

JOHN BEECROFT.

XVI. With reference to Article VIII, it is conceded that the King or Chiefs, with their attendants, may walk during the day for the purpose of exercise, but no other, and on no account after sunset. (The King and Chiefs do mean those that have signed this Treaty.)

JOHN BEECROFT, Her Britannic Majesty's Consul, Bights of Benin and Biafra.

NORMAN B. BEDINGFELD, Lieutenant Commander, H.M.'s ship Jackal.

ROBT. WYLIE, Orezaba.

W. H. L. CORRAN, Mayaret.

CHAS. CAINE, Georgiana.

THOMAS LYONS, Hants.

FREDERICK GRANT, Hero.

THOMAS FORSHAND, Lady Flora Hastings.

THOMAS STONE, Mary.

EDWARD WYLIE, Garrow.

C. H. S. WITT, Huskisson.

TE OS. P. G. WATKIN, America.

JAMES FINIGEN, Scotland.

W. H. CLARKE, St. Lawrence.

GEORGE E. FELLOWS, Belle.

JOHN P. MITCHELL, Bothesey

KING PEPPEL
His

ANNA X PEPPEL.
mark.

his
MANILLA X PEPPEL.
mark.

his
DUPPO X
mark.

his
SOVELL, X for CAPTAIN HART.
mark

his
JOHN X AFRICA.
mark.

his
J. F. X ALISON.
mark.

his
J. FISH X for BLACK FOOBRA.
mark.

his
ARAMBO, X for OLD JACK BROWN.
mark

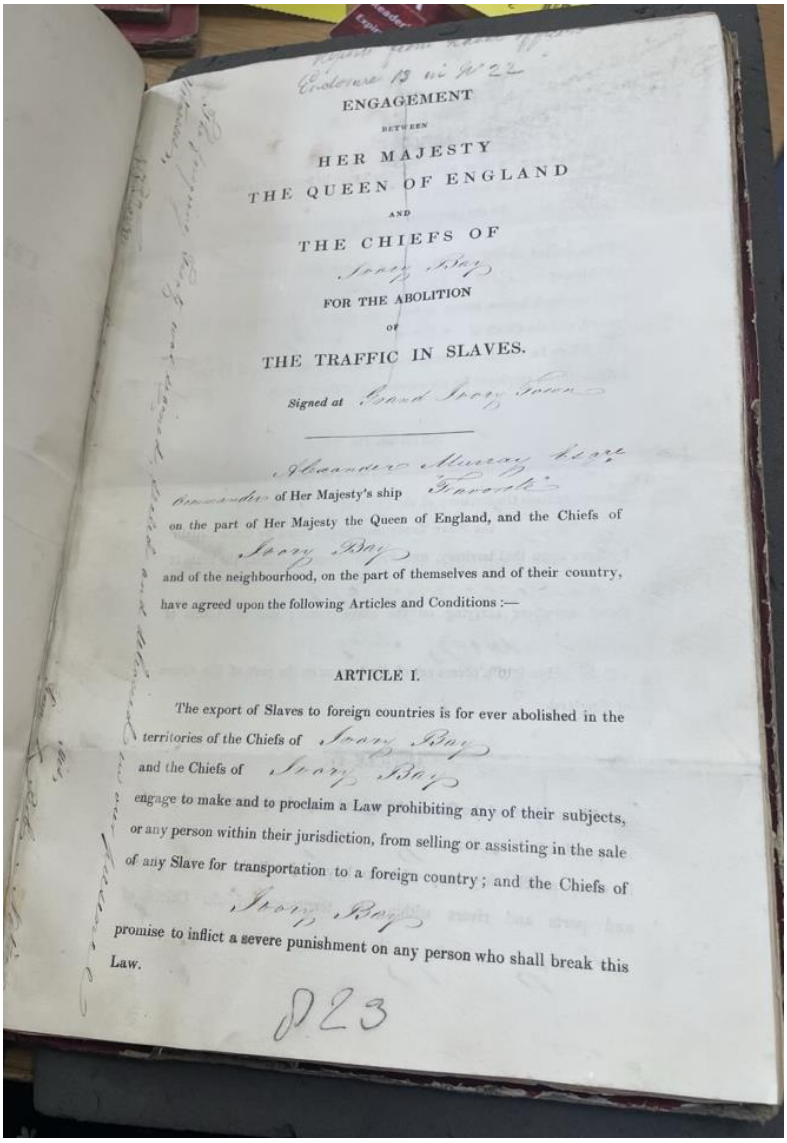
Appendix D: Template Treaty

Figure 3 - Example of a template treaty

Abolition of the Slave Trade in Ivory Bay – 2 March 1848

Source: The National Archives (Kew), FO 93/6/3. Photograph by the author.

Transcription prepared from the photographed archival document.



ENGAGEMENT

BETWEEN

HER MAJESTY

THE QUEEN OF ENGLAND

AND

THE CHIEFS OF

Ivory Bay

FOR THE ABOLITION

OF

THE TRAFFIC IN SLAVES.

Signed at Grand Ivory Town

Alexander Murray Esqre

Commander of Her Majesty's ship Favorite

on the part of Her Majesty the Queen of England, and the Chiefs of

Ivory Bay

and of the neighbourhood, on the part of themselves and of their country,

have agreed upon the following Articles and Conditions :—

ARTICLE I.

The export of Slaves to foreign countries is for ever abolished in the territories of the Chiefs of Ivory Bay and the Chiefs of Ivory Bay engage to make and to proclaim a Law prohibiting any of their subjects, or any person within their jurisdiction, from selling or assisting in the sale of any Slave for transportation to a foreign country; and the Chiefs of Ivory Bay promise to inflict a severe punishment on any person who shall break this Law.

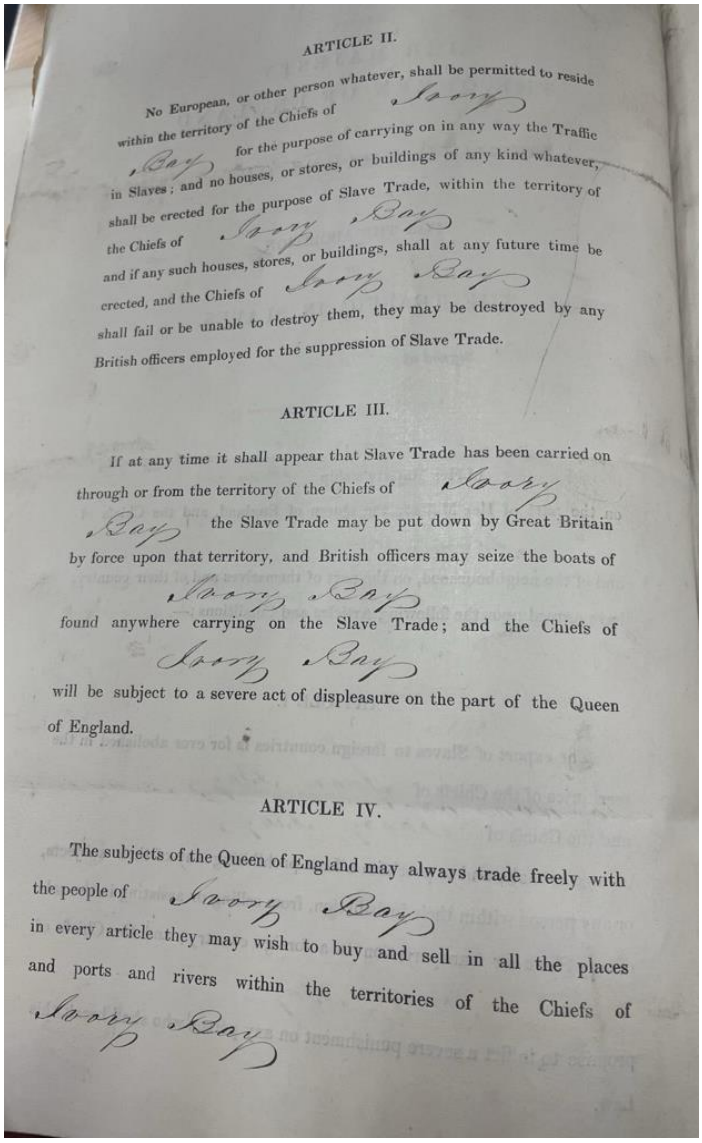
No 23

"Engagement between Her Majesty the Queen of England and the Chiefs of Ivory Bay for the Abolition of the Traffic in Slaves. ---- Signed at Grand Ivory Town

Alexander Murray Esquire Commander of Her Majesty's Ship "Favorite" on part of Her Majesty the Queen of England, and the Chiefs of Ivory Bay and of the neighbourhood, on the part of themselves and of their country, have agreed upon the following Articles and Conditions: ----

Article I. --- The export of Slaves to foreign countries is forever abolished in the territories of the Chiefs of Ivory Bay and the Chiefs of Ivory Bay engage to make and to proclaim a Law prohibiting any of their subjects, or any person within their jurisdiction, from selling or assisting in the sale of any Slave for transportation to a foreign country; and the Chiefs of Ivory Bay promise to inflict a severe punishment on any person who shall break this Law."

Figure 3 Continued - Example of a template treaty



ARTICLE II.

No European, or other person whatever, shall be permitted to reside within the territory of the Chiefs of Ivory Bay for the purpose of carrying on in any way the Traffic in Slaves; and no houses, or stores, or buildings of any kind whatever, shall be erected for the purpose of Slave Trade, within the territory of the Chiefs of Ivory Bay and if any such houses, stores, or buildings, shall at any future time be erected, and the Chiefs of Ivory Bay shall fail or be unable to destroy them, they may be destroyed by any British officers employed for the suppression of Slave Trade.

ARTICLE III.

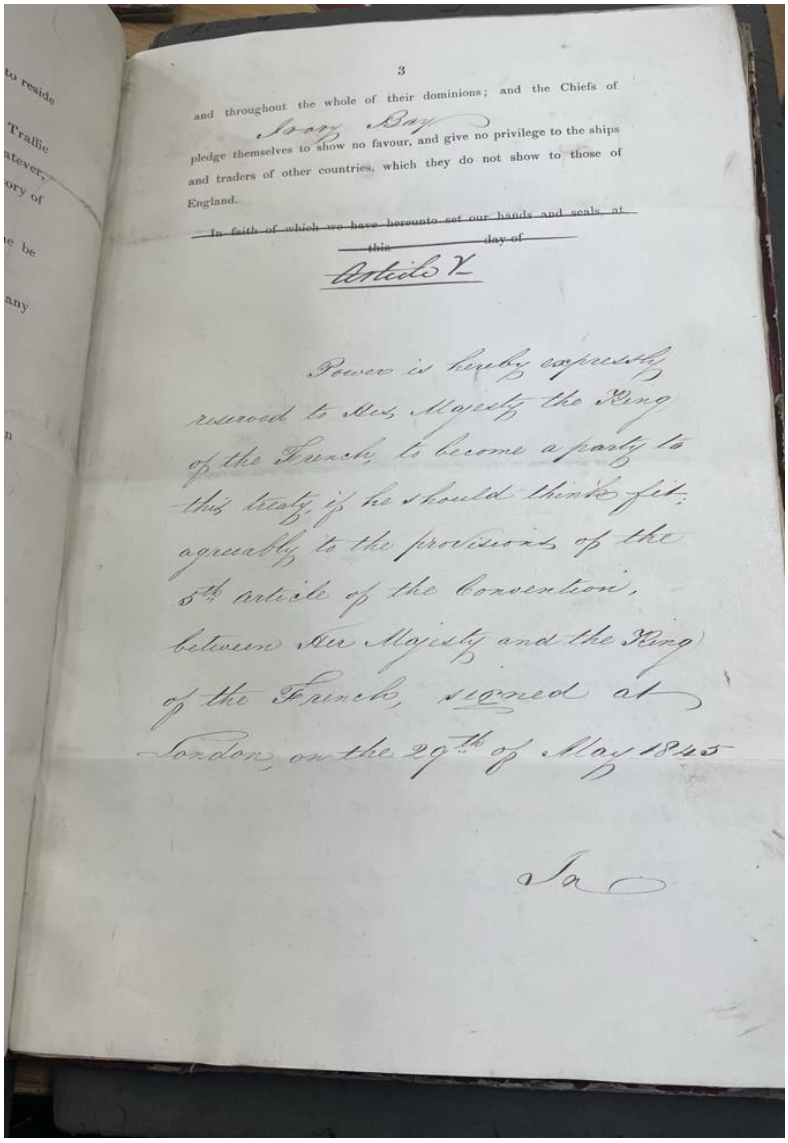
If at any time it shall appear that Slave Trade has been carried on through or from the territory of the Chiefs of Ivory Bay the Slave Trade may be put down by Great Britain by force upon that territory, and British officers may seize the boats of Ivory Bay found anywhere carrying on the Slave Trade; and the Chiefs of Ivory Bay will be subject to a severe act of displeasure on the part of the Queen of England.

ARTICLE IV.

The subjects of the Queen of England may always trade freely with the people of Ivory Bay in every article they may wish to buy and sell in all the places and ports and rivers within the territories of the Chiefs of Ivory Bay

"Article II. ---- No European, or other person whatever, shall be permitted to reside
within the territory of the Chiefs of Ivory Bay for the purpose of carrying on in any way the Traffic
in Slaves, and no houses, or stores, or buildings of any kind whatever, shall be erected for the purpose of Slave Trade, within the territory of the Chiefs of Ivory Bay and if any such houses, stores, or buildings, shall at any future time be erected, and the Chiefs of Ivory Bay shall fail or be unable to destroy them, they may be destroyed by any British officers employed for the suppression of Slave Trade. --------- Article III. ---- If at any time it shall appear that Slave Trade has been carried on through or from the territory of the Chiefs of Ivory Bay the Slave Trade may be put down by Great Britain by force upon that territory, and British officers may seize the boats of Ivory Bay found anywhere carrying on the Slave Trade; and the Chiefs of Ivory Bay will be subject to a severe act of displeasure on the part of the Queen of England. --------- Article IV. ----- The subjects of the Queen of England may always trade freely with the people of ivory Bay in every article they may wish to buy and sell in all the places and ports and rivers within the territories of the Chiefs of Ivory Bay….."

Figure 3 Continued - Example of a template treaty



3

and throughout the whole of their dominions; and the Chiefs of Ivory Bay 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.

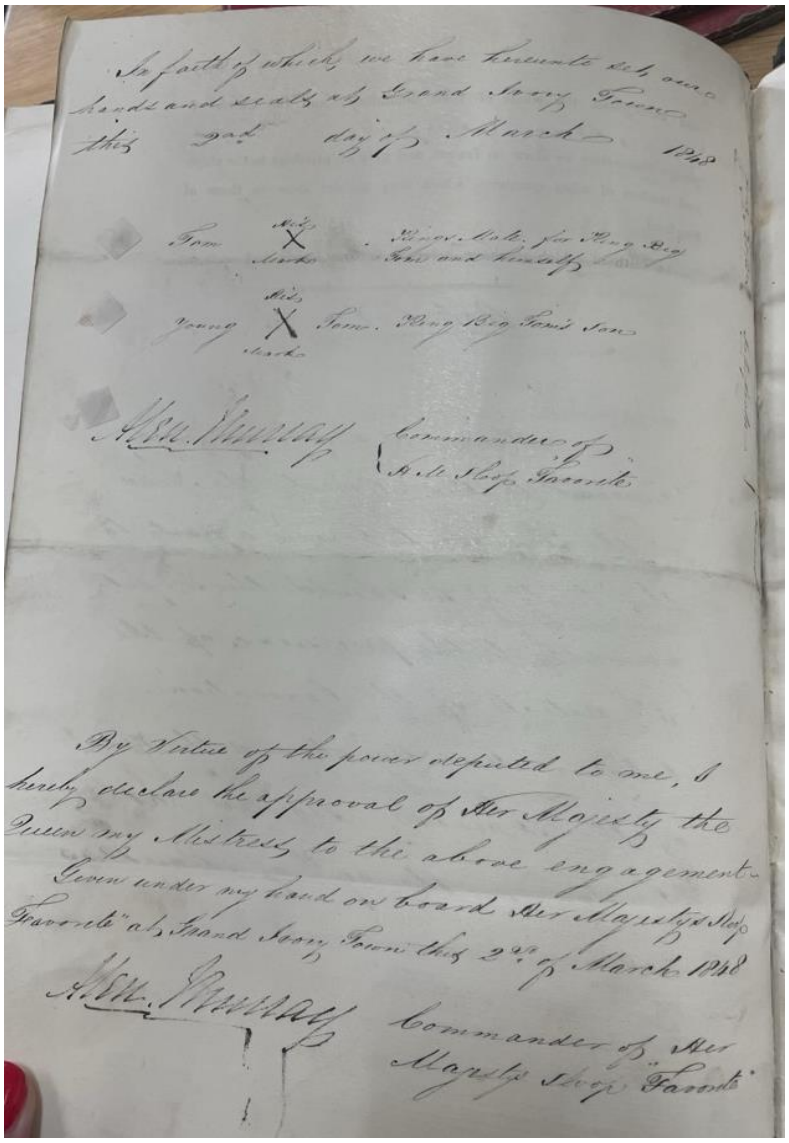
~~In faith of which we have hereunto set our hands and seals, at this day of~~

Article V

Power is hereby expressly reserved to His Majesty the King of the French, to become a party to this treaty if he should think fit; agreeably to the provisions of the 5th article of the convention between Her Majesty and the King of the French, signed at London on the 29th of May 1845

"… and throughout the whole of their dominions; and the Chiefs of Ivory Bay 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. ----- Article V. --- Power is hereby expressly reserved to His Majesty the King of the French to become a party to this treaty if he should think fit; agreeably to the provisions of the 5th article of the convention between Her Majesty and the King of the French, signed at London on the 29th of May 1845."

Figure 3 Continued - Example of a template treaty



"In the faith of which we have hereunto set our hands and seals at Grand Ivory Town this 2nd day of March 1848 ---------
Tom [his mark] . Kings Mate for King Big Tom and himself
Young [his mark] Tom. King Big Tom's son
Alex. Murray { Commander of HM Sloop "Favorite" ------
By virtue of the power deputed to me, I hereby declare approval of Her Majesty the Queen my mistress, to the above engagement.
Given under my hand on board Her Majesty's Sloop "Favorite" at Grand Ivory Town this 2nd of March 1848 ---- Alex. Murray Commander of Her Majesty's Sloop "Favorite"

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