

that vested interests have  
no doubt arisen under it,  
I am inclined to consider  
that the best course will  
probably be to allow it to  
stand as it is.

3. Having regard to the Attorney  
General's opinion that a duty of  
10% ad valorem is insignificant  
to producers of the local produce  
to the fact that a higher duty  
than 10% ad valorem cannot be  
imposed under the franchise that  
of the Newcastle franchise 1889-90,  
it would seem that it is impossible  
to protect the local producer and  
at the same time avoid the  
difficulties raised by the Statute  
Act 1885 except by a franchise  
not supported by the F.O.

I am not however, in favour of this  
course as it would be difficult  
to differentiate between the  
industries, and I am unable to  
express with confidence an industry  
requiring such assistance.

4. Before proceeding further  
to the matter I shall be glad to receive  
your observations on the subject.

EASTERN PROT  
45674

487  
C.O  
45674  
5 OCT 15

Foreign Office

1915  
12 Oct  
as previous Paper  
42142

Mr. Zappero's claim

for refund of copies measured in rebuilding  
fort at Muzale  
Submits further obs. & suggests  
examination of Mr. Zappero's accounts in  
possession of Mr.

Mr. B. B. B.  
Mr. Read

Please see Mr. Harper's minute wherein I  
have underlined the words "two" and also  
and run up the position as follows:  
a) We have two accounts of Mr. Zappero's  
expenditure between 1905-1909

- (1) a general account for the period  
Oct 1905 - April 1908 amounting to 4789/08
  - (2) a detailed account for the period  
April 1908 - Decem. 31 1909 4653/10
- (These are fragmentary, but not complete  
details of the 1905-1908 expenditure - 2287/10)

(3) Taking the above accounts as all we  
possess, care is, as Mr. Harper says,  
no trace of any thing <sup>in them</sup> concerned with  
the claim of £332 for the building of  
Muzale fort.

(4) As occurrence of the sum £330 for the  
Muzale (to which I draw attention)  
has nothing to do with the present

Read 16 Oct 1915  
Copy sent to Mr. B. B. B.

Next subject of Paper:  
20  
10/16



Mr. Read

465

I have examined this matter  
as requested.

12958/1015  
Mr. Zaphiro's claim is set out in  
detail in encl. to FO 12958/1015,  
the various items being dated  
from 3 Apr 1907 to 21 Jan'y 08

12187/08  
[ \$ 3468 does not represent £ 332 at  
any of the rates of exchange quoted  
in encl. to FO 22187/08, but Mr  
Zaphiro has understated his claim  
that is his look-out ]

12187/08  
4653/10  
The FO suggest that the accounts  
in FO 22187/08 + FO 4653/10 may  
help, but the a/c in the latter  
are of a subsequent period (21 Apr 08 to  
15 Dec 09) + in any case do not  
appear to have any connection with  
the present claim.

both  
The possible receipt of the items  
3-3-08 Carp tools \$ 60  
+ (perhaps) 10-4-08 Army tools \$ 57  
(in voucher 2) none of the accounts

in 22187 are any  
evidence of the items quoted  
on a subsequent date to those  
in the claim)

3 April

Ym

The accounts in 22187 refer  
to a claim (which was admitted  
and paid) for "out of pocket expenses"  
incurred by Mr. Ziffels "for the period  
to 26 April 1948" - representing "the  
cost of necessary extra men to  
prevent illegal trade in ivory".  
None of the items shown appear  
to have any connection with the  
creation of the Fort & the payment  
to Mr. Zapheroff has nothing to do  
with the present claim.

[It should be noted that the  
ivory value of 2000 confiscated  
by Mr. Z. & handed over to the  
Fort, was used as a loan for  
obtaining Treasury approval for the  
pay of £230 to Mr. Z., and is now

Joe; it is  
hardly in point  
to mention him  
in the present  
claim.

Ym

12958/5

3 April  
Ym

133/09

being used by him as a loan  
for obtaining payment of his (last  
claim).

There is no mystery in the  
recurrence of the £330  
as the FO seem to think.

The £330 ref. to in 22187 is  
cleared up above. The items  
£260 + 90 for 25 Abyssinian soldiers  
which are included in the statement  
(end in 12958) showing how <sup>payments</sup> ~~the~~ ~~cost~~  
of the annual £900 are without  
doubt correctly stated - so Mr. Ziffels  
certainly had at least 25 Abyssinian  
soldiers, & quite so certainly had to pay  
them.

There is a marked passage on  
p. 12 of printed order in G. 5663/09  
which refers to the "Libone Air Station"  
had expended in constructing ~~the~~ ~~Fort~~  
Fort <sup>Harrington</sup> ~~Station~~, which appears to bear  
out Mr. Z's contention that he paid for the

labour.

I have not noticed anything there  
in the comes which is helpful.

To sum up

(1) Mr. Zaphiro built the fort.

(2) There is no record of his  
having been paid for it.

i.e. so far as  
I am - it is  
disposal

[The reason for the apparent  
non-payment to Mr. Z. may  
have been due in the first  
instance to the fact that it  
was in what was then Abipinian  
territory, & later to Mr. Z.'s  
neglect to bring the matter up.]

(3) The fort does not deny that  
the buildings are now <sup>used</sup> occupied  
by the fort.

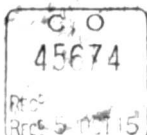
~~That is...~~  
(4) In view of (1) (2) & (3) Mr.  
Zaphiro appears to have a  
good claim for the refund  
of £332, provided that the essence  
of the claim can be accepted as reasonable  
as to which I cannot judge

I think we  
can be granted  
£3. 0. 0. - 1000  
and have passed  
on it to the  
...

J.M.H. 8/10/15

FOREIGN OFFICE

October 4th, 1915.



Sir:-

With reference to your letter 43143/1915 of the 22nd ultimo, regarding Mr. Zaphiro's claim for refund of expenditure incurred in rebuilding the fort at Mogale, I am directed by Secretary Sir E. Grey to observe that there seems no doubt that this fort was built, and if payment for it was not made by the Government it must presumably have been made by Mr. Zaphiro.

The accounts relating to Mr. Zaphiro's mission were sent to the Colonial Office in Foreign Office letters 20542/08 and 4982/10 of June 19th, 1908, and February 15th, 1910, respectively, and I am to suggest that these accounts should be examined with a view to ascertain whether any money was actually paid by His Majesty's Government for the work of construction.

In connection with these accounts I am to observe that Mr. Zaphiro was to have received Nine hundred pounds plus

Under Secretary of State,  
Colonial Office.

plus his salary and subsistence allowance, which together amount to three hundred and eighty two pounds, but he includes the latter in his account of nine hundred pounds.

The amount now claimed is three hundred and thirty two pounds and the extra for which Mr. Zaphiro received after the building was finished on the ground that he had incurred expenditure on extra men, was also three hundred and thirty pounds. Also the cost of the uniforms of the soldiers which was included in the account was three hundred and thirty pounds.

It is stated elsewhere that Mr. Zaphiro received special payment for engaging extra men, but he mentions in a note that he engaged fifteen extra soldiers which expense was paid by the Government three years later. Mr. Zaphiro may therefore have made some mistake in his accounts.

I am,

Sr,

Your most obedient,

humble servant,

*Maurice de B...*

FO 45674/1915

Est

473

16 October 1915

Amst 137/16

Sir,

I am so to ack.

the receipt of your

letter of the 4<sup>th</sup> of

Oct., No. 136837/15,

regarding the claim

of Mr. Zaphiro for

expenditure incurred in

building Fort Harrington

at Moyale, and to

request you to inform

me, for the pay that

in the accounts on the

DRAFT

The U.S. govt

for

MINUTE

Mr. Harper 14/10/15

Mr. [unclear] 14 10

Mr.

Mr.

Mr. G. Fiddes.

Mr. B. Just.

Mr. J. Anderson.

Mr. Steh. Maitland.

Mr. Bonar Law.

Copy to be sent to [unclear] 137/16

1370

possession of his Dept.  
There is no trace of Mr.  
Zaphiro's having included in  
any part of the expense  
of £332 in connection  
with the building of the  
Jett, and the recurrence  
of the amount of  
£330 to which you  
refer, is so far as can be  
seen, no point in  
connection with the  
claim under concern.

2. I am however, to  
add that there are no  
detailed accounts in this  
Office for the period 1905-1908,  
and it is therefore impossible  
to say definitely whether the  
amount of £332 upon the Jett  
claim is included in them or

not.

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2. An Honorary Auditor could  
suggest that any detailed  
accounts which there may  
be at Adia Abeta during  
the period included in  
Mr. Zaphiro's claim should  
be carefully examined once  
again with a view to  
clearing up the matter,  
and that if there are  
no such accounts, or  
if there is no trace in  
them of the £332 comprising  
the present claim, Mr.  
Zaphiro should be invited  
to make an honourable  
statement to the effect  
that he expended the  
amount of £332 on the