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Class D.

CORRESPONDENCE

WITH

FOREIGN POWERS,

NOT PARTIES TO TREATIES OR CONVENTIONS

GIVING A MUTUAL RIGHT OF SEARCH OF VESSELS SUSPECTED OF

THE SLAVE TRADE.

From January 1st to December 31st, 1845, inclusive.

Presented to both Houses of Parliament by Command of Her Majesty,
1846.

LONDON:

PRINTED BY WILLIAM CLOWES AND SONS, 14, CHARING CROSS,
FOR HER MAJESTY'S STATIONERY OFFICE.

1846.

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

PHYSICS 435

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LECTURE 2

LECTURE 3

LECTURE 4

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CLASS D.

Class D.—1845.

C O R R E S P O N D E N C E

WITH

F O R E I G N P O W E R S .

BELGIUM.

No. 1.

Sir G. H. Seymour to the Earl of Aberdeen.

*Brussels June 28, 1845.
(Received June 30.)*

MY LORD,

I HAVE had the honour to receive your Lordship's circular Despatch of the 24th instant, transmitting to me two copies of a Convention between Her Majesty and the King of the French, for the suppression of the Slave Trade, signed at London on the 29th ultimo.

I have, &c.
(Signed) G. H. SEYMOUR.

The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.

No. 2.

The Earl of Aberdeen to Sir G. H. Seymour.

SIR,

Foreign Office, December 30, 1845.

ON the 19th of February, 1842, a Treaty for the final abolition of the Slave Trade was ratified in London, between Great Britain, Austria, Prussia, and Russia, by Article XVII. of which the High Contracting Parties engaged to invite the maritime Powers of Europe who have not yet concluded Treaties for the same object, to accede to it.

It is the earnest wish of Her Majesty's Government, that this Treaty should receive the additional sanction of its principles and provisions which would attach to it from the public and formal acceptance of them by the Government of Belgium.

I accordingly enclose to you the draft of a note to the Belgian Minister for Foreign Affairs, which you will take an early opportunity of presenting to him. I also send you copies of the Treaty in question, and of a protocol bearing upon it which was signed by the Plenipotentiaries of the four Powers on the 3rd of October.

CLASS D.

The instruction to you to take this step, has been communicated to the Courts of Vienna and Berlin; and Her Majesty's Representatives at those Courts have been directed to move the Governments to which they are accredited, to join in the invitation which you will address in the name of Her Majesty's Government to the Government of Belgium. You will therefore communicate freely upon the subject with your Austrian and Prussian colleagues; but it is not necessary that you should delay the execution of your instructions until theirs shall have been received.

On the contrary, it appears to Her Majesty's Government desirable, that the proposals to the Belgian Government from the three Powers, although they may be expected to be nearly simultaneous, should be made separately.

Sir G. H. Seymour, G.C.H.
&c. &c.

I am, &c.
(Signed) ABERDEEN.

Enclosure 1 in No. 2.

Draft of Note to the Government of Belgium.

THE Undersigned, &c. &c. has received the directions of his Government to bring under the consideration of the Government of Belgium the present condition of the African Slave Trade, and the state of public opinion with regard to it which now prevails throughout the Christian world.

The Belgian Government is aware, that the traffic in slaves, which was at one time admitted by all nations to be a legitimate branch of commerce, and was actually carried on by every Power having possessions which could be supposed to benefit by it, is now generally recognised as a practice degrading to all concerned in it, and revolting to humanity, is no longer openly countenanced by any maritime Power, and is forbidden, under law or Treaty, throughout every State or colony of the western hemisphere.

The same Government is perhaps also aware, that on the 19th of February, 1842, a Treaty was ratified in London between the Crowns of Great Britain, Austria, Prussia, and Russia, which has for its sole object the final abolition of the Slave Trade.

A copy of that Treaty and of a protocol, having reference to it, and signed on the 3rd of October, the Undersigned has the honour to enclose, for information of the Belgian Government, who will perceive, that by Article XVII., the High Contracting Parties agree to invite the maritime Powers of Europe which have not yet concluded Treaties for the same purpose, to accede to it.

This engagement was dictated by the conviction, that so long as there could be seen upon the seas the flag of any Christian Power, which had not joined in denouncing the Slave Trade, the condemnation of that baneful evil was not complete, even though the flag in question should be one which the guilty adventurers in the trade had not hitherto been accustomed to assume as a protection of their crime.

With the same view, the Undersigned is now instructed to bring this subject to the consideration of the Government of Belgium, and to express the earnest hope of Her Majesty's Government, that the Crown of Belgium may become an acceding party to the Treaty of the 19th February, 1842.

Enclosure 2 in No. 2.

Protocol of Conference held at the Foreign Office, October 3, 1845.

(See Enclosure in No. 43, Class C., page 15.)

No. 3.

The Earl of Aberdeen to Sir G. H. Seymour.

SIR,

Foreign Office, December 30, 1845.

IN my Slave Trade Despatch of this day's date, and also in the draft of a note which you are therein directed to address to the Belgian Government,

reference is made to a Treaty ratified on the 19th of February, 1842, between the Crowns of Great Britain, Austria, Prussia, and Russia.

You will see, from the copy which is enclosed to you in that Despatch, that the Treaty in question, although ratified by the four above-mentioned Powers only, bears the signature of a Plenipotentiary of the King of the French.

It is possible that this may give rise to some remark on the part of the Belgian Government; and if so, or if for any other reason you should consider it desirable to enter upon the subject, you will explain to the Belgian Minister, that although France failed to take part in the ratification of the Treaty, she is not the less bound, by previous engagements entered into with Great Britain and with other countries, to co-operate for the suppression of the Slave Trade; nor, as Her Majesty's Government have reason to know, is she the less anxious to do so.

With the consent of Her Majesty's Government, certain modifications have recently been introduced into the previous engagements between Great Britain and France of the years 1831 and 1833; and the result of these will be a more complete, and, as Her Majesty's Government firmly believe, a more effective system of operation against the Slave Trade, than any which has as yet been put in force.

I enclose to you, for your information, copies of the Conventions of 1831 and 1833, and of that of the 29th of May, 1845, which prescribes the modifications to which I have alluded.

Sir G. H. Seymour, G.C.H.
&c. &c.

I am, &c.
(Signed) ABERDEEN.

GREECE.

No. 4.

The Earl of Aberdeen to Sir E. Lyons.

SIR,

Foreign Office, December 30, 1845.

ON the 19th of February, 1842, a Treaty for the final abolition of the Slave Trade was ratified in London between Great Britain, Austria, Prussia, and Russia, by Article XVII. of which the High Contracting Parties engaged to invite the maritime Powers of Europe who have not yet concluded Treaties for the same object, to accede to it.

It is the earnest wish of Her Majesty's Government that this Treaty should receive the additional sanction of its principles and provisions which would attach to it from the public and formal acceptance of them by the Government of Greece.

I accordingly enclose to you the draft of a note to the Greek Minister for Foreign Affairs, which you will take an early opportunity of presenting to him. I also send you copies of the Treaty in question, and of a protocol bearing upon it which was signed by the Plenipotentiaries of the four Powers on the 3rd October.

The instruction to you to take this step has been communicated to the Courts of Vienna, Berlin, and St. Petersburg; and Her Majesty's Representatives at those Courts have been directed to move the Governments to which they are accredited to join in the invitation which you will address in the name of Her Majesty's Government to the Government of Greece.

You will therefore communicate freely upon the subject with your Austrian, Prussian, and Russian colleagues; but it is not necessary that you should delay the execution of your instructions until theirs shall have been received.

On the contrary, it appears to Her Majesty's Government desirable that the proposals to the Greek Government from the four Powers, although they may be expected to be nearly simultaneous, should be made separately.

Sir E. Lyons, Bart., G.C.B.
&c. &c.

I am, &c.
 (Signed) **ABERDEEN.**

Enclosure 1 in No. 4.

Draft of Note to the Government of Greece.

THE Undersigned, &c. &c. has received the directions of his Government to bring under the consideration of the Government of Greece the present condition of the African Slave Trade, and the state of public opinion with regard to it, which now prevails throughout the Christian world.

The Government of Greece is aware that the traffic in slaves, which was at one time admitted by all nations to be a legitimate branch of commerce, and was actively carried on by every Power having possessions which could be supposed to benefit by it, is now generally recognised as a practice degrading to all concerned in it, and revolting to humanity, is no longer openly countenanced by any

maritime Power, and is forbidden, under law or Treaty, throughout every state or colony of the western hemisphere.

The same Government is perhaps also aware, that on the 19th of February, 1842, a Treaty was ratified in London between the Crowns of Great Britain, Austria, Prussia, and Russia, which has for its sole object the final abolition of the Slave Trade.

A copy of that Treaty, and of a protocol having reference to it, and signed on the 3rd of October, the Undersigned has the honour to enclose, for the information of the Government of Greece, who will perceive, that by Article XVII. the High Contracting Parties agree to invite the maritime Powers of Europe which have not yet concluded Treaties for the same purpose, to accede to it.

This engagement was dictated by the conviction, that so long as there could be seen upon the seas the flag of any Christian Power which had not joined in denouncing the Slave Trade, the condemnation of that baneful evil was not complete, even though the flag in question should be one which the guilty adventurers in the trade had not hitherto been accustomed to assume as a protection of their crime.

With the same view the Undersigned is now instructed to bring this subject to the consideration of the Government of Greece, and to express the earnest hope of Her Majesty's Government, that the Crown of Greece may become an acceding party to the Treaty of the 19th of February, 1842.

Enclosure 2 in No. 4.

Protocol of Conference of October 3, 1845.
(See Enclosure in No. 43, Class C., page 15.)

No. 5.

The Earl of Aberdeen to Sir E. Lyons.

SIR,

Foreign Office, December 30, 1845.

IN my Slave Trade Despatch of this day's date, and also in the draft of a note which you are therein directed to address to the Government of Greece, reference is made to a Treaty ratified on the 19th of February, 1842, between the Crowns of Great Britain, Austria, Prussia, and Russia.

You will see, from the copy which is enclosed to you in that Despatch, that the Treaty in question, although ratified by the four above-mentioned Powers only, bears the signature of a Plenipotentiary of the King of the French.

It is possible that this may give rise to some remark on the part of the Government of Greece; and if so, or if for any other reason you should consider it desirable to enter upon the subject, you will explain to the Greek Minister, that although France failed to take part in the ratification of the Treaty, she is not the less bound by previous engagements entered into with Great Britain and with other countries, to co-operate for the suppression in the Slave Trade; nor, as Her Majesty's Government have reason to know, is she the less anxious to do so.

With the consent of Her Majesty's Government, certain modifications have recently been introduced into the previous engagements between Great Britain and France of the years 1831 and 1833; and the result of these will be, a more complete, and, as Her Majesty's Government firmly believe, a more effective system of operation against the Slave Trade than any which has, as yet, been put in force.

I enclose to you, for your information, copies of the Conventions of 1831 and 1833, and of that of the 29th of May, 1845, which prescribes the modifications to which I have alluded.

Sir E. Lyons, Bart., G.C.B.
&c. &c.

I am, &c.
(Signed) ABERDEEN.

HANOVER.

No. 6.

Mr. Bligh to the Earl of Aberdeen.

Hanover, July 3, 1845.

(Received July 7.)

MY LORD,

I HAVE had the honour of receiving your Lordship's Despatch, Slave Trade, of the 24th June, enclosing two copies of the Convention between Her Majesty and the King of the French, for the suppression of the Slave Trade, signed in London 29th May of this year, and notifying that the ratifications of that Convention had been exchanged.

I have, &c.

(Signed) J. D. BLIGH.

The Right Hon. the Earl of Aberdeen, K.T.

&c.

&c.

&c.

No. 7.

The Earl of Aberdeen to Mr. Bligh.

SIR,

Foreign Office, December 30, 1845.

ON the 19th of February, 1842, a Treaty for the final abolition of the Slave Trade was ratified in London between Great Britain, Austria, Prussia, and Russia, by Article XVII. of which the High Contracting Parties engaged to invite the maritime Powers of Europe who have not yet concluded Treaties for the same object, to accede to it.

It is the earnest wish of Her Majesty's Government, that this Treaty should receive the additional sanction of its principles and provisions which would attach to it from the public and formal acceptance of them by the Government of Hanover.

I accordingly enclose to you the draft of a note to the Hanoverian Minister for Foreign Affairs, which you will take an early opportunity of presenting to him. I also send you copies of the Treaty in question, and of a protocol bearing upon it, which was signed by the Plenipotentiaries of the four Powers on the 3rd of October.

The instruction to you to take this step has been communicated to the Courts of Vienna, Berlin, and St. Petersburg; and Her Majesty's Representatives at those Courts have been directed to move the Governments to which they are accredited, to join in the invitation which you will address in the name of Her Majesty's Government to the Government of Hanover. You will therefore communicate freely upon the subject with your Austrian, Prussian, and Russian colleagues; but it is not necessary that you should delay the execution of your instructions until theirs shall have been received.

On the contrary, it appears to Her Majesty's Government desirable, that the

proposals to the Hanoverian Government from the four Powers, although they may be expected to be nearly simultaneous, should be made separately.

The Hon. J. D. Bligh,
&c. &c.

I am, &c.
(Signed) ABERDEEN.

Enclosure 1 in No. 7.

Draft of Note to the Government of Hanover.

THE Undersigned, &c. &c. has received the directions of his Government to bring under the consideration of the Government of Hanover the present condition of the African Slave Trade, and the state of public opinion with regard to it which now prevails throughout the Christian world.

The Hanoverian Government is aware that the traffic in slaves, which was at one time admitted by all nations to be a legitimate branch of commerce, and was actively carried on by every Power having possessions which could be supposed to benefit by it, is now generally recognised as a practice degrading to all concerned in it, and revolting to humanity, is no longer openly countenanced by any maritime Power, and is forbidden, under law or Treaty, throughout every state or colony of the western hemisphere.

The same Government is perhaps also aware, that on the 19th of February, 1842, a Treaty was ratified in London between the Crowns of Great Britain, Austria, Prussia, and Russia, which has for its sole object the final abolition of the Slave Trade.

A copy of that Treaty, and of a protocol having reference to it, and signed on the 3rd of October, the Undersigned has the honour to enclose for the information of the Hanoverian Government, who will perceive, that by Article XVII the High Contracting Parties agree to invite the maritime Powers of Europe which have not yet concluded Treaties for the same purpose, to accede to it.

This engagement was dictated by the conviction, that so long as there could be seen upon the seas the flag of any Christian Power which had not joined in denouncing the Slave Trade, the condemnation of that baneful evil was not complete, even though the flag in question should be one which the guilty adventurers in the trade had not hitherto been accustomed to assume as a protection of their crime.

With the same view, the Undersigned is now instructed to bring this subject to the consideration of the Government of Hanover, and to express the earnest hope of Her Majesty's Government, that the Crown of Hanover may become an acceding party to the Treaty of the 19th of February, 1842.

Enclosure 2 in No. 7.

Protocol of Conference of October 3, 1845.
(See Enclosure in No. 43, Class C., page 15.)

No. 8.

The Earl of Aberdeen to Mr. Bligh.

SIR,

Foreign Office, December 30, 1845.

IN my Slave Trade Despatch of this date, and also in the draft of a note which you are therein directed to address to the Hanoverian Government, reference is made to a Treaty ratified on the 19th of February, 1842, between the Crowns of Great Britain, Austria, Prussia, and Russia.

You will see from the copy which is enclosed to you in that Despatch, that the Treaty in question, although ratified by the four above-mentioned Powers only, bears the signature of a Plenipotentiary of the King of the French.

It is possible that this may give rise to some remark on the part of the Hanoverian Government, and if so, or if, for any other reason, you should consider it desirable to enter upon the subject, you will explain to the Hanoverian Minister,

that although France failed to take part in the ratification of the Treaty, she is not the less bound, by previous engagements entered into with Great Britain and with other countries, to co-operate for the suppression of the Slave Trade; nor, as her Majesty's Government have reason to know, is she the less anxious to do so.

With the consent of Her Majesty's Government, certain modifications have recently been introduced into the previous engagements between Great Britain and France of the years 1831 and 1833; and the result of these will be, a more complete, and, as Her Majesty's Government firmly believe, a more effective system of operation against the Slave Trade than any which has as yet been put in force.

I enclose to you for your information, copies of the Conventions of 1831 and 1833, and of that of the 29th of May, 1845, which prescribes the modifications to which I have alluded.

The Hon. J. D. Bligh,
&c. &c.

I am, &c.
(Signed) ABERDEEN.

TRIPOLI.

No. 9.

Colonel Warrington to the Earl of Aberdeen.

*Tripoli, February 1, 1845.
(Received March 10.)*

MY LORD,

I HAVE the honour to refer your Lordship to No. 1, being a translation of a letter from Vice-Consul Gagliuffi, with a statement of the number of black slaves arrived at Mourzouk in the year 1844, from the interior.

It is clear, my Lord, fewer slaves have been brought down during the past year than usual, and I sincerely trust it may continue.

An annual return from Mourzouk will enable us to form a correct opinion if the traffic decreases.

I have, &c.
(Signed) H. WARRINGTON.

*The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.*

Enclosure in No. 9.

(Translation.) *M. Gagliuffi to Colonel Warrington.*

SIR,

Mourzouk, January 4, 1845.

I HAVE the honour to send the statement of the slaves arrived in this city during the year 1844.

The mortality of those brought from Tibus was great, owing to maltreatment and want of food.

The greatest part of the slaves arrived from Bornou are from Mandara, Baghermi, and more southward.

The price they were sold at was, males at from 20 to 35 dollars each—they are much required for the Levant; females, in barter, at from 35 to 75 dollars each.

Both males and females were forwarded to Tripoli, Bengazi, Egypt, and Tuat, from whence they are sent to Morocco, and some ones to Algeria.

This is all the information I have been able to obtain on this subject.

I have, &c.
(Signed) G. B. GAGLIUFFI.

*Colonel Warrington,
&c. &c.*

Statement of slaves arrived at Mourzouk, during the year 1844.

Remaining in Katron at the end of the year 1843, and brought here since that time	315
From Bornou	618
From Soudan, <i>via</i> Gaat	260
From ditto, direct	316
	—1194
Total	1509

Nearly the half, males.

No. 10.

*Colonel Warrington to the Earl of Aberdeen.**Tripoli, July 13, 1845.**(Received August 27.)*

MY LORD,

I HAVE the honour to inform your Lordship, that a Tripoline barque, the property of Mustapha Georgia, sailed yesterday for Constantinople, with about 95 poor black slaves ; however, I am glad to observe, that it evidently appears to me that that trade is on the decline, as fewer are brought down, and the demand not so great as formerly. This Pacha is a humane good man, and by no means encourages the horrid traffic.

I have, &c.

(Signed)

H. WARRINGTON.

The Right Hon. the Earl of Aberdeen, K. T.

&c.

&c.

&c.

TUNIS.

No. 11.

*Sir T. Reade to the Earl of Aberdeen.**Tunis, January 10, 1845.
(Received February 17.)*

MY LORD,

IN reference to my Despatch, dated the 16th November, 1843, regarding a negro boy belonging to an Algerine Moor from Bona, and who had taken refuge in this Consulate, claiming its protection against the cruelty of his master, who constantly flogged and maltreated him in the most unmerciful way, I beg leave to inform your Lordship, that notwithstanding it was considered that the boy was free, his late Algerine master persecuted him in every possible way. I therefore came to the determination, in order to put an end to such-like maltreatment, to have the boy purchased from the Algerine; and to make the case doubly secure, I thought it necessary that the act of purchase should be officially made through the Chancery Office of the French Consulate, which was accordingly done.

A few days ago, however, to my great mortification, I found that the Algerine had not ceased his persecution, and that he had actually hired two Moors to seize the boy, and convey him to his residence. In the act, however, of seizing him, one of my dragomen was fortunately near the spot; and through his resolute interference, he succeeded in rescuing him from the hands of the two Moors. I then thought it necessary to make an application to the French Vice-Consul upon the matter, and I accordingly addressed him a letter, copy of which, marked No. 1, is enclosed; and it gives me much satisfaction to bring under your Lordship's notice the great readiness with which M. Delaporte, who is now in charge of the French Consulate, met my views; and I have the honour to enclose the copy of his reply, which is marked No. 2.

It likewise affords me the highest satisfaction, to avail myself of this opportunity to report to your Lordship, that His Highness the Bey continues to enforce in the most vigilant manner the regulations which he established for the extirpation of slavery in his dominions, never failing to liberate such as are cruelly treated by their masters, whenever their complaints may be brought before him.

During the last two years an immense number, whose cases I have undertaken to bring before the Bey, have obtained their freedom; and here I take the liberty, for your Lordship's further information, to enclose a copy of a translation of the document called the Atka, which his Highness grants to each slave upon being liberated. This is one of five, who received their freedom yesterday at my solicitation.

There is no instance of any slave having been introduced into this Regency from the interior of Africa since the Bey first promulgated his regulations; but, on the contrary, such as have been presented with the numerous caravans arriving on the frontiers, have been invariably turned back.

I have, &c.
(Signed) T. READE.

The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.

Enclosure 1 in No. 11.

Sir T. Reade to M. Delaporte.

M. LE CONSUL,

Tunis, 7 Janvier, 1844.

J'AI l'honneur de vous informer qu'un jeune nègre appartenant ci-devant au Hage Ahmed Ben Elhage Mohammed Abln Emounady, sujet Algerien, et rendu à la liberté par Sy Reshid Shawsh Esslam, par les soins officieux de votre Chancellerie, en vertu d'un Acte de Notaires, en date du 30 Kaada, 1260, en passant il y a deux jours dans une rue tout près de nos environs, a été saisi par deux Maures Gabsins, qui, après l'avoir enveloppé dans un bornus, en lui étouffant la voix, firent tous leurs efforts pour l'emporter de vive force.

Traduits sur ma plainte pardevant le Dowletly, les deux Gabsins déposèrent librement, qu'ils avaient été poussés à cette violence sur la promesse qui leur avait été faite par cet Algerien, depuis à peu près quatre ou cinq jours, de quatre piastres de gratification, s'ils parvenaient à se saisir du jeune nègre pour le remettre entre ses mains.

Ce jeun garçon, cependant, en ayant acquis sa liberté, s'est depuis environ un mois employé en qualité de domestique aux gâges de Senhor Santillana; et dans cette position, se trouvant exposé à quelqu'autre piège qui pourrait encore lui tendre son ancien maître pour s'en emparer, permettez, M. le Consul, que je m'adresse à votre justice pour réclamer contre une conduite aussi insidieuse, en vous priant de vouloir bien en même-tems en prévenir le renouvellement par telles garanties que vous jugerez propres, à rendre le dit El Hage Ahmed Ben Elmounady responsable de toutes autres embûches qui pourraient être dressés de quelque part que ce soit, contre la tranquillité et sûreté personnelles d'un garçon libéré dans les formes requises par les lois du pays.

Agréez, &c.

Monsieur P. H. Delaporte,
&c. &c.

(Signé)

T. READE.

Enclosure 2 in No. 11.

M. Delaporte to Sir T. Reade.

M. LE CONSUL-GENERAL,

Tunis, Janvier 10, 1845.

J'AI reçu la lettre que vous m'avez fait l'honneur de m'adresser le 7 courant. Le jeune nègre dont vous me parlez, a été en effet bien et dûment libéré par le sujet Algerien Ben Menadi; c'est une bonne œuvre à laquelle je me félicite même d'avoir pris la part la plus active. Je ne puis donc que désapprouver entièrement toute acte de violence qui pourrait y porter la moindre atteinte, et j'ai déjà pris toutes les dispositions en mon pouvoir pour en prévenir le renouvellement.

Agréez, &c.

Sir Thomas Reade,
&c. &c.

(Signé)

P. H. DELAPORTE.

Enclosure 3 in No. 11.

Notarial Deed of Liberation.

Praise be to God!

THIS is to certify, on the part of our Master, the prince of the faithful, the support of the faith, the asylum of mankind, and protector of the weak as well as of the strong, the chosen one of the dynasty of Husein, he who walks in the laudable path, the adorned with the highest virtues, he whose excellence is so generally acknowledged, the well-guarded by the city and the army, our Master, the Mushir Ahmed Basha Bey, whose seal is set here: (L.S.)

That he has decided to liberate the slave named Saad Ben Abdalla, a native of Bornou, the description of whose features follows
May God guide and reward him! His liberation is to be immediate, and renders him from this instant a free-born Mussulman, granting him what they

enjoy, and binding him to what they are bound to perform. Nobody, therefore, can henceforth allege a right of property over him, nor shall he be considered as a slave, but as being entirely out of slavery, as well as out of its obligations, according to the Mohammedan law, its Messenger be blessed and honoured!

This declaration and liberation are made in a formal way, and certified on His Highness's part (may God guide him!) by two Notaries. Signed in the original.

No. 12.

The Earl of Aberdeen to Sir T. Reade.

SIR,

Foreign Office, March 1, 1845.

I HAVE received your Despatch, marked Slave Trade, of the 10th ultimo.

Her Majesty's Government learn with pleasure from that Despatch, that His Highness the Bey continues to enforce strictly the regulations which he established for the extirpation of slavery in his dominions; and you will express to his Highness the satisfaction which his conduct in that respect has given to Her Majesty's Government.

Sir Thomas Reade, K.H.
&c. &c.

I am, &c.
(Signed) ABERDEEN.

No. 13.

Sir T. Reade to the Earl of Aberdeen.

MY LORD,

Tunis, April 5, 1845.
(Received April 6.)

I HAVE the honour to acknowledge the receipt of your Lordship's Despatch, marked Slave Trade, dated March 1, 1845, and to inform your Lordship, that I lost no time in communicating its contents, agreeable to your Lordship's instructions, to His Highness the Bey.

Upon the letter having been interpreted to His Highness, he answered in the following terms:—"That nothing could afford him a greater satisfaction than to learn that the English Government were content with what he had hitherto done in regard to the Slave Trade; and that he hoped, from the measures it was his intention to take, to have the satisfaction of fully completing this great work."

The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.

I have, &c.
(Signed) T. READE.

EQUATOR.

No. 14.

Mr. Cope to the Earl of Aberdeen.

*Guayaquil, November 25, 1844.
(Received February 24, 1845.)*

MY LORD,

I HAVE the honour to acknowledge the receipt of your Lordship's Despatch, marked Slave Trade, of the 19th of June, containing your Lordship's remarks on the modifications proposed by the Equatorian Minister, of the 3rd additional Article to the pending Treaty for the abolition of Slave Trade, and the terms of an Article to which Her Majesty's Government would agree, to be substituted for that which has been objected to.

The Article as now drawn up by your Lordship, appears calculated to satisfy all that is desired by the Equatorian Government; and I will propose it, as directed by your Lordship, as soon as I can have an interview with the President, whose favourable reception it would be convenient to prepare previous to addressing my Official Note to his Government.

I have, &c.
(Signed) WALTER COPE.

The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.

No. 15.

Mr. Cope to the Earl of Aberdeen.

*Guayaquil, November 26, 1844.
(Received February 24, 1845.)*

MY LORD,

I HAVE the honour to acknowledge the receipt of your Lordship's Despatch of the 31st of July, in which your Lordship is pleased to signify your concurrence in my suggestion to proceed to Quito, with the view of more readily bringing to a satisfactory conclusion, the long pending negotiation for the abolition of the Slave Trade in the Equator.

I have, &c.
(Signed) WALTER COPE.

The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.

CLASS D.

No. 16.

Mr. Cope to the Earl of Aberdeen.

Quito, March 20, 1845.

(Received July 21.)

MY LORD,

I HAVE the honour to report my arrival at this capital, and that I have found the President and Ministers disposed to meet the views of Her Majesty's Government with respect to the pending negotiations of the Treaties of commerce, and for the abolition of Slave Trade, which we shall proceed with so soon as circumstances will permit it.

For before I could enter upon the business officially, intelligence arrived of the revolt of the garrison of Guayaquil, and that at a public meeting held there on the 7th instant, the inhabitants joined in an act of declaration, in which they disavowed the legitimacy of the actual Government of the Republic, and of the Decrees of the late National Convention; and that they elected a Provisional Government, or junta of three individuals, to govern the department and its dependencies, until a Congress is assembled to make other dispositions.

This has paralyzed my proceedings for the present, the President having been obliged suddenly to leave the capital, to organize a force to put down the insurrection, and re-establish the authority of the Government, at Guayaquil; and until they have consulted with him, I find the acting head of the Executive, and the Minister for Foreign Affairs, disinclined to enter upon the negotiations.

However, as the President is expected to return here about the beginning of the next month, no great delay will ensue; for there does not appear to be a disposition to put off the consideration of the Treaties on any other pretext. On the contrary, I believe the present Minister, Dr. B. Malo, to be actuated by a desire to bring them to a conclusion, and only waits for the proper authorization.

I have, &c.

(Signed)

WALTER COPE.

The Right Hon. the Earl of Aberdeen, K. T.

&c.

&c.

&c.

No. 17.

The Earl of Aberdeen to Mr. Cope.

SIR,

Foreign Office, August 18, 1845.

AT your suggestion I authorized you, by my Despatch of the 31st July, 1844, to proceed to Quito during the then ensuing session of Congress, with the view of bringing more readily to a satisfactory conclusion the negotiation for the ratification of the Treaty signed on the 24th May, 1841, between Her Majesty and the Republic of the Equator, for the abolition of the Slave Trade, with the exclusion of the 3rd Additional Article thereto.

I have not heard from you the result of your proceedings on the occasion referred to; and I have, therefore, to desire, that you will make me acquainted with them without further delay.

I am, &c.

(Signed)

ABERDEEN.

W. Cope, Esq.

&c. &c.

No. 18.

Mr. Cope to the Earl of Aberdeen.

Quito, July 15, 1845.

(Received October 26.)

MY LORD,

IN my Despatch, marked Slave Trade, of the 6th instant, I informed your Lordship, that I had adjusted with the Equatorian Government an Additional Article to the Treaty of May 24, 1841, for the abolition of the Slave Trade, in

conformity with the instructions conveyed in your Lordship's Despatch, marked Slave Trade, of June 19th of last year; and I have now the honour to lay before your Lordship the enclosed copy of the agreement, signed by me and the Equatorian Minister, on the 23rd of April last, containing that Article, and the stipulations for the prorogation of the term for the ratification of the Treaty, as agreed upon between us in the protocol of our conferences, of which I enclosed a copy and translation in my last Despatch.

I retain the original agreement until it receives the constitutional approbation of Congress, required to give it effect; and although the Government with which it was made is now entirely changed, I do not contemplate any objection to it on the part of those now in power, as they profess to be guided by principles even more liberal on such subjects than their predecessors.

The extraordinary Congress convoked by the Government of General Flores for the 15th of last month, was not able to assemble, in consequence of the state of the country, then engaged in civil war; but by an Article (VII.) of the Convention made by him with the Provisional Government at Guayaquil, it is stipulated, that when their number is complete the Provisional Government shall issue a Decree to convoke a Convention (or Congress); and as by the Acts of Declaration of this capital, and of Cuenca (capital of the Azuay) the nomination of the persons elected at Guayaquil to represent those two departments (Quito and Azuay) in the Provisional Junta of Government, has been approved and confirmed, and its number thus completed, it is expected that the Decree of Convocation will be issued immediately.

I shall be careful to attend to the progress of the Treaty while before Congress.

I have, &c.

(Signed) WALTER COPE.

The Right Hon. the Earl of Aberdeen, K. T.
&c. &c. &c.

Enclosure in No. 18.

Additional Article explanatory to the Treaty concluded the 24th of May, 1841, between Great Britain and the Republic of the Equator, for the abolition of the Slave Trade.

Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and his Excellency the President of the Permanent Commission of the Senate, charged with the Executive Power of the Republic of the Equator, having deemed it expedient to enter into a further agreement explanatory to the Treaty for the abolition of the Slave Trade concluded and signed by their respective Plenipotentiaries on the 24th of May, 1841, and to prolong the term for the exchange of the ratifications thereof, in consequence of that having expired which is stipulated in Article XIV. of the said Treaty, have named and authorized as their Plenipotentiaries *ad hoc*, namely—

Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, Walter Cope, Esquire, Her Majesty's Consul in the Equator; and

Artículo Adicional declaratorio al Tratado concluido el 24 de Mayo, de 1841, entre la Gran Bretana y la Republica del Ecuador para la abolición del trafico de esclavos.

Su Majestad la Reina del Reino Unido de la Gran Bretana é Yrlanda, y S.E. el Presidente de la Comision Permanente del Senado, encargado del Poder Ejecutivo de la Republica del Ecuador, habien do considerado que era conveniente celebrar otro Artículo declaratorio al Tratado sobre la abolición del trafico de esclavos, concluido y firmado por sus respectivos Plenipotenciarios en 24 de Mayo, de 1841, y prorogar el termino para el cange de las ratificaciones, por haberse pasado el que se estipuló en el Artículo XIV. de dicho Tratado, han nombrado y autorizado como sus Plenipotenciarios *ad hoc*, à saber—

Su Majestad la Reina del Reino Unido de la Gran Bretana é Yrlanda, à Walter Cope, Escudero, y Consul de Su Majestad en el Ecuador; y

His Excellency the President of the Permanent Commission of the Senate, charged with the Executive Power of the Republic of the Equator, Senhor Benigno Malo, Minister of State and for Foreign Affairs :

Who, after having exchanged their full powers, found in good and due form, have agreed upon the following :

That nothing in the Treaty signed on the 24th of May, 1841, its Annexes or Additional Articles, shall prohibit persons who are now existing in slavery in New Granada, from being imported, either by land or sea, direct from any part of that Republic into the Republic of the Equator.

The present explanatory Article shall have the same force and validity as if it were inserted word for word in the said Treaty of the 24th of May, 1841, and shall be ratified, together with the said Treaty, its Annexes, and Additional Articles, and the ratifications exchanged in Quito, within the space of three years from the date hereof, or sooner if possible.

In witness whereof, the respective Plenipotentiaries have signed the same in duplicate, in English and Spanish, and have affixed thereto their respective seals.

Done in the city of Quito, the twenty-fourth day of April, in the year of our Lord one thousand eight hundred and forty five.

(Signed) WALTER COPE.

Su Exelencia el Presidente de la Comision Permanente del Senado, encargado del Poder Ejecutivo de la Republica del Ecuador, al Senor Benigno Malo, Ministro de Estado en los Despachos de Gobierno y Relaciones Exteriores :

Los cuales despues de canjeados sus plenos poderes, y encontradolos en buena y debida forma, han convenido en lo siguiente :

Que todo lo estipulado en el Tratado firmado en 24 de Mayo, de 1841, y en sus Articulos Anexos y Adicionales, no impedirá que se importen directamente en el Ecuador, sea por mar ó portierra, personas que actualmente existen en el territorio de la Nueva Granada, en calidad de esclavos.

El presente Articulo declaratorio tendrá la misma fuerza y validéz que si hubiera sido insertado, palabra por palabra, en el mencionado Tratado de 24 de Mayo, de 1841, y será ratificado, junto con dicho Tratado, sus Articulos Anexos y Adicionales, y las ratificaciones serán canjeadas en Quito, dentro del termino de tres anos contados desde el dia de esta fecha, ó antes si fuese posible.

En fé de lo cual, los respectivos Plenipotenciarios lo han firmado por duplicado, en Ynglés y Castellano, y sellado con sus sellos respectivos.

Fecho en la ciudad de Quito, á veinticuatro dias del mes de Abril, del ano del Senor de mil ochocientos cuarenta y cinco.

(Firmado) BENIGNO MALO.

No. 19.

Mr. Cope to the Earl of Aberdeen.

*Quito, July 6, 1845,
(Received November 11.)*

MY LORD,

IN consequence of the communication between this city and the coast in every direction having been for some time intercepted, through the revolution raging in all parts of the country, I have not been able to inform your Lordship earlier that I had succeeded in adjusting with the Equatorian Government an Additional Article to the Treaty of May 24, 1841, for the abolition of the Slave Trade, according to the terms prescribed in your Lordship's Despatch marked Slave Trade of the 19th June last year.

I herewith enclose a copy and a translation of the protocol of the conferences held between me and the Equatorian Minister on the subject.

I have, &c.

(Signed) WALTER COPE.

The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.

Enclosure in No. 19.

Protocol of Conferences.

IN the city of Quito, capital of the Republic of the Equator, the 23rd of April, 1845; present, Dr. Benigno Malo, Minister of Government and Foreign Affairs, and Plenipotentiary for the Government of the Republic of the Equator, and Walter Cope Esq., Her Britannic Majesty's Consul and Plenipotentiary, who having communicated their respective powers, found in good and due form, and exchanged them according to custom, proceeded to confer attentively on the Additional Article III., and on the prorogation of the term, for the ratifications to be agreed upon as an integral part of the Treaty between the Equatorian Government and that of Her Britannic Majesty, concluded the 24th May, 1841, for the abolition of the Slave Trade.

In effect, and to proceed with due order in the negotiation, the Equatorian Minister set forth, that existing as there did the Law of the 19th of June, 1843, by which it is permitted to introduce into the Equatorian territory, slaves for agricultural and mining undertakings, with the previous permission of the Government, which shall specify their numbers, the Government could not possibly infringe that Law, by consenting to an Article by which the introduction of negro slaves into the territory of the Republic would be prohibited; that the Equatorian Government, duly appreciating the enlightened and philanthropic sentiments of that of Great Britain, which had taken so much interest in the abolition of that traffic, considered it would not oppose them by consenting to the total abolition of negroes proceeding from the coast of Africa, but not those brought from other American nations, because, as they already existed in a state of slavery, it mattered not whether they continued so in one or another of the American nations.

The British Plenipotentiary replied, that the Law cited, taken in its full latitude, might destroy the essence of the Treaty; as, if the traders of the coast of Africa were to carry their slaves to some one of the other American Republics, they might easily convey them afterwards to that of the Equator; and that, to obviate every difficulty, he proposed the following Article, which would reconcile all opinions, and it was therefore agreed to substitute for the Additional Article III., objected to by the British Government, the following: "That nothing in the Treaty signed on the 24th of May, 1841, its Annexes or Additional Articles, shall prohibit persons who are now existing in slavery in New Granada, from being imported, either by land or sea, direct from any part of that Republic into the Republic of the Equator."

The Equatorian Minister required it to be noted, that by giving his consent to that Article he afforded a clear proof of the interest that animated his Government for the abolition of the traffic in negroes proceeding direct from Africa, as by stipulating that there might be imported into the territory of the Equator slaves actually existing in that of New Granada, every pretext was avoided for abusing it by bringing negroes from the coast of Africa. The British Commissioner concurring in those observations, added, on his part, that the Equator ought not to consider itself prejudiced by having agreed that the importation of Granadian slaves into the territory of the Equator should be permitted, without making mention of the other American Republics, it being notorious, that only from New Granada were any slaves brought to this Republic, and by leaving that traffic open, the spirit of the Equatorian law which permitted it was fulfilled. Finally, it was observed, that it having been stipulated in Article XIV. of the Treaty of the 24th of May, 1841, that the ratifications should be exchanged within the space of two years, which had long passed, it was necessary to fix a new term for the ratifications and their exchange, and taking into consideration that the Equatorian Government could not ratify public Treaties without the previous consent of the Congress, and as that was to open its ordinary session in the month of August of next year, both Plenipotentiaries agreed to prorogue the term for three years more, reckoning from the present date.

In witness whereof, we, the before-named Plenipotentiaries, have signed the present protocol, and have sealed it with our seals, in Quito, the 23rd of April, 1845.

(Signed)

BENIGNO MALO.
WALTER COPE.

No. 20.

The Earl of Aberdeen to Mr. Cope.

SIR,

Foreign Office, November 21, 1845.

I HAVE laid before the Queen your Despatches, marked Slave Trade, of the 6th and 15th July of this year's series.

I approve of your conduct in negotiating and in signing the Additional and Explanatory Article of which a copy was enclosed in your Despatch, Slave Trade of the 15th of July, and which is to be substituted for Article III. of the 24th May, 1841, additional to the Treaty of that date between Great Britain and the Republic of the Equator upon Slave Trade.

So soon as Her Majesty's Government shall receive intimation that the Article which you signed on the 24th April last, has received the formal approval of the Congress of the Equator, and that they have given their consent that it shall be substituted for the Additional Article III., signed on the 24th May, 1841, and that the Treaty shall be ratified in that amended shape, directions will be given here for preparing the ratification by Her Majesty of the Treaty of the 24th May, 1841, with its Annexes, its Additional Articles I. and II., signed on the 24th May, 1841, and the Additional and Explanatory Article signed on the 24th April, 1845; and no time will be lost in transmitting to you the ratification of Her Majesty, so completed.

I observe that by the Additional and Explanatory Article last signed, the period for exchanging the ratifications of the Treaty, and of its Additional Articles is extended to three years from the date of the signature of that last Article.

You will not, however, allow this extension of the extreme period for exchanging the ratifications, to prevent or delay the completion of that work at an earlier period; but you will press for the confirmation of the Treaty, and of its Additional Articles, and for the preparation of the ratifications, at as early a period as may be compatible with indispensable forms.

W. Cope, Esq.
&c. &c.

I am, &c.
(Signed) ABERDEEN.

NEW GRANADA.

No. 21.

Mr. O'Leary to the Earl of Aberdeen.

*Bogota, May 30, 1845.
(Received August 5.)*

MY LORD,

WITH reference to my Despatch, marked Slave Trade, of the 30th September, ultimo, I have the honour to transmit to your Lordship copies of the answer and enclosures therewith, returned by Rear-Admiral Sir George F. Seymour, Commander-in-Chief of Her Majesty's naval forces in the Pacific, to my Despatch of the 25th September last, to his predecessor on that station.

Since the receipt of Sir George Seymour's letter, I have spoken to the President on the subject, and urged him to accede to the propositions made by Her Majesty's Government for the conclusion of a Treaty for the abolition of the Slave Trade. His Excellency said, that he would look over the protocols, and consider the propositions in question, expressing at the same time an opinion, that he saw no difficulty in bringing the matter to a favourable conclusion. However, in my next interview with his Excellency, he said that he thought it advisable to await the result of the Mixed Commission to which Great Britain and France had agreed to refer the consideration of the right of search.

I beg leave to observe, that a Law enacted in 1843, permits the extraction of slaves from New Granada.

I have, &c.

(Signed) DANIEL F. O'LEARY.

The Right Hon. the Earl of Aberdeen, K.T.

&c. &c. &c.

Enclosure 1 in No. 21.

Rear-Admiral Seymour to Mr. O'Leary.

SIR,

"Collingwood," Callao, February 26, 1845.

I RECEIVED, when at Valparaiso, during the last month, the letter you addressed to Rear-Admiral Thomas, on the 25th of September, relative to an iniquitous practice, said to obtain to some extent on the coast of Choco and Buenaventura, of shipping there the children of slaves who, in virtue of the laws of New Granada, are born free, and transporting them to Peru, where they are sold as slaves.

On my arrival on the coast of Peru, I lost no time in communicating with Mr. Adams, Her Majesty's Chargé d'Affaires, for the purpose of informing myself if he was aware of any such traffic being carried on, contrary to the stipulations into which both countries had entered by Treaty with Great Britain, and have received from him the letter and its enclosures on the subject of which copies are herewith transmitted.

I beg to assure you, that I should be very glad to do anything in my power to put an end to so odious a traffic, but that none of the squadron under my command are furnished with the necessary authority from the Government of New

Granada and Peru, or indeed any other Power, which would enable them to search or stop vessels of such nations employed in the Slave Trade; and, I apprehend, that it is necessary that British cruisers should be furnished with such authority, before they can interfere in the prevention of such trade, and seizure of the vessels engaged in it.

The "Cormorant" is about to proceed to Panama, and will call at Buenaventura on her return, to ascertain whether British interests in that quarter require any naval protection; and I shall instruct her Commander to make enquiries into the existence of such traffic; and if he gains further evidence of its reality, that he should communicate it to you, in order that you may take measures to obtain authority from the Government of New Granada for any of Her Majesty's ships which may visit the Gulf of Panama, or coast of New Granada, to seize vessels, under the New Granada flag, engaged in the Slave Trade; or to enable you to take the pleasure of Her Majesty's Government on the subject, with increased knowledge of the prevalence and extent of such traffic.

Daniel O'Leary, Esq.
&c. &c.

I have, &c.
(Signed) G. F. SEYMOUR.

Enclosure 2 in No. 21.

Mr. Adams to Rear-Admiral Sir G. F. Seymour.

SIR,

Lima, February 5, 1845.

I HAVE the honour to acknowledge the receipt of your letter of the 2nd instant, enclosing the copy of a Despatch from Mr. O'Leary, Her Majesty's Chargé d'Affaires in New Granada, respecting a supposed practice of shipping the children of slaves on the coasts of Choco and Buenaventura, for the purpose of selling them in Peru.

Nearly two years ago, the attention of Her Majesty's Government was called by this Legation to an alleged importation of slaves from New Granada, and particularly to a Decree of the Government of General Vivanco by which such traffic was permitted, in consequence of which, I received instructions to remonstrate with the Peruvian Government on the subject, and have the honour to transmit, for your information, the copy of my note, and of the answer of the Minister for Foreign Affairs, by which it appears that the obnoxious Decree is no longer in force, and that a declaration of the existing law on the subject would be communicated to me as soon as possible; but I have consented to await such declaration in consequence of a trial now pending before the legal tribunals, on an appeal in behalf of two Granadian-born slaves, who are alleged to be working on an estate near this city.

With reference to the special outrage alluded to in your letter, I received information of a similar nature from General Mosquera, lately the Granadian Envoy in Peru, who appointed Consular Agents in some of the minor ports of Peru, north of Lima, with directions to watch over and guard against this practice; but the accounts received from these Agents do not report the detection of any particular case, and there seems no ground for believing that they have been of frequent occurrence.

Her Majesty's Government have no agents on the coast of Peru, north of Callao.

I have, &c.
(Signed) W. PITT ADAMS.
Rear-Admiral Sir G. F. Seymour, C.B., G.C.H.
&c. &c.

Enclosure 3 in No. 21.

Mr. Adams to Senhor Leon.

British Legation, Lima, October 18, 1844.

THE Undersigned, &c. &c. has received instructions from his Government to offer some observations upon the question of the importation of slaves into the

Peruvian territory; and he has therefore the honour to enquire of his Excellency Senhor Don Matias Leon, &c. &c. whether a Decree, dated the 12th of August, 1843, permitting the importation of slaves into the country, is still in force; and, should that Decree have been subsequently annulled, that his Excellency will have the goodness to inform him what is the present state of the law on the subject.

The Undersigned, &c.

(Signed) W. PITT ADAMS.

His Excellency Senhor M. Leon,
&c. &c.

Enclosure 4 in No. 21.

Senhor Leon to Mr. Adams.

(Translation.)

Lima, October 21, 1844.

THE Undersigned &c. &c. had the honour to receive the most esteemed communication of Her Britannic Majesty's Chargé d'Affaires, dated the 18th instant, in which, in conformity with the instructions he says he has received from his Government, he requests to be informed, whether the Decree of the 12th August, 1843, which permits the importation of slaves into this country, is still in force, and, in case of being repealed, what is the present state of the law on the subject.

The Chargé d'Affaires is probably aware, that by the Decree of the 12th instant, all the acts of the so-called Supreme Director have been declared null, and, among those, the Decree of August afore-mentioned being enumerated, it is also void; but having issued a Decree, in a case which was under discussion, for the purpose of defining the state of the law relative to slaves, it is natural that the matter be considered and determined. Immediately that the case shall be decided, the Undersigned Minister will have the satisfaction to comply with the wishes of the Chargé d'Affaires, to whom, in the meantime, he renews, &c.

W. P. Adams, Esq.
&c. &c.

(Signed) MATIAS LEON.

No. 22.

The Earl of Aberdeen to Mr. O'Leary.

SIR,

Foreign Office, September 15, 1845.

I HAVE received your Despatch of the 30th of May last, enclosing copies of the letter, under date of the 26th February last, and of its enclosures, which you had received from Admiral Sir George Seymour, in answer to the letter which you had addressed to his predecessor, Rear-Admiral Thomas, under date of the 25th September, 1844, on the alleged transportation of the free children of slaves from Choco and Buenaventura, in New Granada, to the coast of Peru, to be sold there as slaves.

I entirely approve of your vigilance in addressing the Commander of Her Majesty's forces on the occasion referred to, and of your having urged the President of New Granada to accede to the propositions which have been made to the Granadian Government, to conclude with Great Britain a Treaty for the abolition of the Slave Trade.

I am glad to find that the President sees now no difficulty in bringing to a satisfactory conclusion this long protracted negotiation, the settlement of which will do honour to the State of New Granada.

I perceive, however, that the President has thought it advisable to await the result of the British and French Mixed Commission, which, at the time of your conversation with his Excellency, was sitting in London for the consideration of certain points connected with the suppression of the Slave Trade.

I send to you a copy of the Convention which was the result of that Commission, and by which you will perceive that each country has bound itself to employ a force of not less than 26 cruizers, to act in concert with a corresponding force to be furnished by the other Contracting Power, for the suppression of the trade upon the African coast.

The engagement of France to employ constantly so large a force, both in

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preventing French subjects from carrying on the Slave Trade, and in checking it at its source amongst the native tribes, has enabled the two Contracting Parties to concur in certain modifications of the Treaties of 1831 and 1833, as set forth in the present Convention. But, as the principal feature of the agreement is the contribution by each Power of a very large number of ships for the service of suppressing the Slave Trade, and, as it may not be convenient to New Granada to undertake such an engagement on her own part, I do not doubt that the President will at once see that there has been nothing in the proceedings of the Commission to which he referred, or in its results, which need interfere with the immediate conclusion of such a Treaty as that in which his Government has been invited by Great Britain to join.

You will therefore again press Senhor Acosta to hasten the signature of that Treaty, and thereby to add the name of New Granada to those of the great majority of Christian nations who have already condemned by similar public acts the iniquitous traffic against which it is directed.

Daniel O'Leary, Esq.
&c. &c.

I am, &c.
(Signed) ABERDEEN.

PERU.

No. 23.

Mr. Adams to the Earl of Aberdeen.

Lima, December 4, 1844.

(Received February 24, 1845.)

MY LORD,

WHEN I had the honour to receive your Lordship's Despatch of the 25th of May last, the Government of General Vivanco, which had issued the Decree of the 12th of August, 1843, permitting the importation of slaves into the Peruvian territory, had ceased to exist; and the Government which succeeded it, had declared all its acts to be null and void.

Finding, in the course of conversation with the Peruvian Minister, that the present Government expressed themselves strongly opposed to the Slave Trade, and fully sensible of its iniquity, I judged that the object of your Lordship's instruction would be efficiently attained by enquiring, in the enclosed note, whether the objectionable Decree was still in force, and, if not, that the Peruvian Minister would inform me what was the present state of the law on the subject.

I have the honour to enclose a copy and translation of the answer of his Excellency Don Matias Leon, containing an official confirmation of the repeal of the Decree of the 12th of August, 1843, and an assurance that the whole question of the law on the subject is under consideration, and that the resolution of the Government shall be communicated to me as soon as it is adopted. In the meantime, it seems to be certain that no instances of slave trading have been practised in this country, and I have every reason to be satisfied with the sentiments expressed by the Peruvian Minister on the subject.

Should the promised exposition of the law prove to be anything short of a total prohibition of the Slave Trade, I shall at once make use of the Despatch to which I have now the honour to reply.

I have, &c.

(Signed)

W. PITT ADAMS.

The Right Hon. the Earl of Aberdeen, K.T.

&c.

&c.

&c.

Enclosure 1 in No. 23.

Mr. Adams to Senhor Leon.

Lima, October 18, 1844.

THE Undersigned, &c. &c. has received instructions from his Government to offer some observations upon the question of the importation of slaves into the Peruvian territory; and he has therefore the honour to enquire of his Excellency Senhor Don Matias Leon, &c. &c. whether a Decree, dated the 12th of August, 1843, permitting the importation of slaves into the country, is still in force; and, should that Decree have been subsequently annulled, that his Excellency will have the goodness to inform him what is the present state of the law on the subject,

The Undersigned, &c.

His Excellency Senhor M. Leon,

&c.

&c.

(Signed)

W. PITT ADAMS.

Enclosure 2 in No. 23.

Senhor Leon to Mr. Adams.

(Translation.)

Lima, October 21, 1844.

THE Undersigned, &c. &c. has had the honour to receive the esteemed communication of Her Britannic Majesty's Chargé d'Affaires of the 18th instant, in which, in fulfilment of the instructions he states to have received from his Government, he begs to know whether the Decree of the 12th of August, 1843, permitting the importation of slaves into the country, is still in force, and, in the event of its having been annulled, what is the present state of the law on the subject.

The Chargé d'Affaires is probably aware, that by a Decree of the 12th instant, all the acts of the so called Supreme Director have been declared null and void; the Decree therefore in question of last August, being comprehended therein, is of no force; but a project having been already drawn up with the view of determining the law relative to slaves, there is no doubt that the matter will be re-considered and settled. As soon as anything shall have been arranged, the Undersigned Minister will have great pleasure in fulfilling the wishes of the Chargé d'Affaires, to whom he in the meantime renews, &c.

W. Pitt Adams, Esq.
&c. &c.

(Signed) MATIAS LEON.

No. 24.

The Earl of Aberdeen to Mr. Adams.

SIR,

Foreign Office, March 1, 1845.

I HAVE received your Despatch, Slave Trade, of the 4th December last, and I approve of your having deferred, under the existing circumstances, to execute the instructions contained in my Despatch to you of the 25th of May last, respecting the Decree permitting the importation of slaves into the Peruvian territory.

I am, &c.

(Signed) ABERDEEN.

W. Pitt Adams, Esq.
&c. &c.

No. 25.

*Mr. Adams to the Earl of Aberdeen.**Lima, February 8, 1845.**(Received May 24.)*

MY LORD,

WITH reference to my Despatch of the 4th of December last, I have the honour to transmit to your Lordship the copy of a letter from Rear-Admiral Sir G. F. Seymour, enclosing one from General O'Leary respecting an alleged practice of exporting the free children of slaves from the coasts of Choco and Buenaventura for sale in Peru.

In my reply, of which a copy is enclosed, I state, that I had received information of a similar nature from General Mosquera, lately the Granadian Envoy in Lima, who appointed Consular Agents in some of the minor Peruvian ports north of Lima, with directions to watch over and guard against this practice; but that the accounts received from those Agents do not report the detection of any particular case.

I have also enquired of the Peruvian Government whether they have any information as to the existence of so nefarious a practice; and although the Minister assured me that such was not the case, his Excellency readily acceded to the wish I expressed, that orders should be sent to all the Peruvian Authorities along the coast to keep the strictest watch over all negroes brought by sea, and to take every precaution against the practice alluded to.

A trial is now pending before the legal tribunals, on a demand liberty set

up on behalf of two Granadian-born slaves, who are alleged to be working on an estate near this city; and I have not pressed the Peruvian Minister for a declaration of the law on the subject of imported negroes, which was promised in his Excellency's note enclosed in my Despatch above referred to, until this trial is decided.

I have, &c.
(Signed) W. PITT ADAMS.

The Right Hon. the Earl of Aberdeen, K. T.
&c. &c. &c.

Enclosure 1 in No. 25.

Rear-Admiral Sir G. F. Seymour to Mr. Adams.

SIR,

"Collingwood," Callao, February 2, 1845.

I HAVE to enclose a copy of a letter I have received from Daniel O'Leary, Esq., Her Majesty's Chargé d'Affaires in New Granada, and request you will do me the favour of informing me whether you have any information regarding the supposed practice to which he refers, or of any Slave Trade existing in Peru which I observe, by the Treaties with Great Britain, both countries bound themselves to prohibit.

I have, &c.
(Signed) G. F. SEYMOUR,
Rear-Admiral, and Commander-in-Chief.

W. Pitt Adams, Esq.
&c. &c.

Enclosure 2 in No. 25.

Mr. O'Leary to Rear-Admiral Thomas.

SIR,

Bogota, September 25, 1844.

THE Granadian Secretary for Foreign Affairs has this moment read to me a letter from a respectable individual, in one of the southern provinces of this Republic, in which it is stated, that an iniquitous practice obtains to some extent on the coasts of Choco and Buenaventura, of shipping there the children of slaves, who, in virtue of the laws of this country are born free, and transporting them to Peru, where they are sold as slaves.

I hasten to acquaint you with the existence of this most abominable species of Slave Trade, that you may adopt such measures as you may deem expedient, in order to put an end thereto.

I have, &c.
(Signed) DANIEL F. O'LEARY.

Rear-Admiral R. Thomas,
&c. &c.

Enclosure 3 in No. 25.

Mr. Adams to Rear-Admiral Sir G. F. Seymour.

SIR,

Lima, February 5, 1845.

I HAVE the honour to acknowledge the receipt of your letter of the 2nd instant, enclosing the copy of a Despatch from Mr. O'Leary, Her Majesty's Chargé d'Affaires in New Granada, respecting a supposed practice of shipping the children of slaves, on the coasts of Choco and Buenaventura, for the purpose of selling them in Peru.

Nearly two years ago the attention of Her Majesty's Government was called by this Legation to an alleged importation of slaves from New Granada; and particularly to a Decree of the Government of General Vivanco, by which such

traffic was permitted. In consequence of which, I received instructions to remonstrate with the Peruvian Government on the subject; and have the honour to transmit for your information the copy of my note, and the answer of the Minister for Foreign Affairs, by which it appears, that the obnoxious Decree is no longer in force; and that a declaration of the existing law on the subject would be communicated to me as soon as possible. But I have consented to await such declaration, in consequence of a trial now pending before the legal tribunals, on an appeal in behalf of two Granadian-born slaves, who are alleged to be working on an estate, near this city.

With reference to the special outrage alluded to in your letter, I received information of a similar nature from General Mosquera, lately the Granadian Envoy in Peru, who appointed Consular Agents in some of the minor Peruvian ports north of Lima, with directions to watch over and guard against this practice; but the accounts, received from these Agents do not report the detection of any particular case, and there seems no ground for believing that they have been of frequent occurrence.

Her Majesty's Government have no agent on the Coast of Peru, north of Callao.

I have, &c.
(Signed) W. PITT ADAMS.

Rear-Admiral Sir G. F. Seymour, G.C.B.
&c. &c.

No. 26.

The Earl of Aberdeen to Mr. Adams.

SIR,

Foreign Office, September 8, 1845.

I HAVE received your Despatch of the 8th February of this year.

I have to refer you to your Despatch of April 22, 1844, stating, that as soon as the Government was established in Peru you would proceed with the negotiations commenced with that country in 1839 for the conclusion of a Treaty for the abolition of the Slave Trade, and that you would report to me thereon.

I have to desire that you will not lose sight of this object, bearing in mind, that Her Majesty's Government have always earnestly at heart to carry into effect the declared wishes of the Parliament and people of this country for the suppression of the traffic in slaves.

I am, &c.
(Signed) ABERDEEN.

W. Pitt Adams, Esq
&c. &c.

No. 27.

Mr. Adams to the Earl of Aberdeen.

MY LORD,

*Lima, August 4, 1845.
(Received October 6.)*

I HAVE the honour to acknowledge the receipt of your Lordship's Despatch of the 1st of March last, conveying to me your Lordship's approval of my having deferred the execution of the instructions I had received respecting a Decree permitting the importation of slaves into the Peruvian territory.

The circumstances under which I acted remained unchanged until the month of March last, when rumours reached me of a Slave Trade, on a small scale, having been established between some of the northern ports of Peru and those of New Granada, in consequence of a Law passed during the last session of the Granadian Congress, for permitting the exportation of slaves from their territory.

I immediately instituted enquiries upon the subject, and have the honour to enclose an extract of a letter from Mr. Higginson, a British merchant residing at Payta, giving several details respecting the number and prices of slaves imported from Choco; and copies of a Despatch and its enclosures from Rear-Admiral Sir George Seymour, on the same subject.

I made constant enquiries of the Peruvian Ministers as to when I should receive a definitive declaration as to the real state of the law with respect to the

importation of slaves; but as I did not succeed in obtaining a distinct answer, and I judged that your Lordship's instructions of the 25th of May, 1844, were applicable to any state of the law which permitted the importation of slaves, as well as to the particular Decree of the 12th of August, 1843, against which they were directed, I took the earliest opportunity, after the excitement caused by the demands made in the affair of Senhor Iquain had somewhat abated, to address a strong representation to the Peruvian Minister, of which I have the honour to enclose a copy, referring to the undoubted fact of slaves being introduced into the Peruvian territory, and claiming the fulfilment of Article XIV. of the Treaty in force between the two countries.

The Minister's reply, of which copy and translation are enclosed, is very unsatisfactory—renewing the former plea, of the decision on the subject being still pending in the Council of State.

Several discussions on the subject in that body have been published, during which the fact of the importation of slaves from Granadian ports was fully admitted, and, finally, an unintelligible and contradictory resolution was adopted, (of which copy and translation are enclosed,) affirming clearly enough, that all persons introduced into the Peruvian territory are free, and yet subsequently modifying that declaration, and referring to Congress for a final solution of the question. I therefore resolved to address another note to the Government, to which the answer continues to be unsatisfactory.

The only notice yet taken of the subject in the Congress, has been the introduction of a bill for legalizing the importation of slaves from the neighbouring Republics, on the ground of the great want of agricultural labourers—of the negro population alone being capable of enduring the climate of the coast—and of the improved condition of slaves brought to this country from the neighbouring States. How far the latter assertion may be well founded, I have no means of determining; but I can have no hesitation in using my best exertions against the passing of any such measure.

This question is complicated by a tendency in the Peruvian Government to deny the validity of the Treaty between the two countries of the 5th of June, 1837, respecting which I have the honour to submit some observations to your Lordship in the diplomatic series of my Despatches.

I have, &c.
(Signed) W. PITT ADAMS.

The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.

Enclosure 1 in No. 27.

Mr. Higginson to Mr. Adams.

(Extract.)

Payta, March 5, 1845.

THE traffic in slaves between New Granada and Peru is considerable: with the Equator little or nothing is done.

The annexed slip of paper, signed Gaspar Vasquez de Velasco, Conde de Lagunas, owner of Tangarara, one of the largest estates in Peru, is an order given by him to the master of a small vessel trading to the coast of Choco, for the purchase of slaves, which will give you some idea with what facility the trade is managed and carried on, without fear of consequences.

In the month of February, 1844, a small Peruvian vessel was fitted out at Payta by Don Joze Agustin Alegria, a native of Caracas, and went to Choco, from whence he introduced, in said vessel, in April following, 10 slaves—seven men and three women; of the former, three were boys, of 12 to 15 years old. They were landed, and remained on shore at Payta, upwards of two months, when he chartered the Peruvian brig "*Flora*," for Callao, to touch at Casma, where he sold the slaves altogether to Don Marcelino Cordova, for the sum of 3,600 dollars. The said Cordova is the largest hacendado (landowner) in that part of the country, and is the owner of a considerable number of slaves.

Alegria is now in Lima. It is said he has bought a vessel for the express purpose of employing her between Callao and Choco in the traffic of slaves, and

only waits the opening of Congress, when he expects the first law to be promulgated will be, to allow the introduction of slaves, when he will commence operations.

Alegria told a person here, the Authorities on the coast of Choco allowed that the export of slaves, under a pretence that the slaves or their masters were obnoxious to the Government.

Slaves are constantly being brought in here from Choco, three to five at a time. The ports in New Granada from whence slaves are shipped, are Tumaco, Yscuandé, Guapi, Buenaventura, and Chirambira.

I remain, &c.
(Signed) CHARLES HIGGINSON.

W. Pitt Adams, Esq.
&c. &c.

Enclosure 2 in No. 27.

Rear-Admiral Sir G. F. Seymour to Mr. Adams.

SIR,

“*Collingwood,*” *Callao, May 11, 1845.*

HAVING, with reference to my letter to you of the 2nd of February last, directed Commander Gordon, of the “*Cormorant,*” to enquire, while at Buenaventura, into the truth of the reports regarding the exportation of negroes from the State of New Granada for sale in Peru, I enclose an extract from his general report of his proceedings, containing his statement on that subject.

I have, &c.
(Signed) G. F. SEYMOUR,
Rear-Admiral and Commander-in-Chief.

W. Pitt Adams, Esq.
&c. &c.

Commander Gordon to Rear-Admiral Sir G. F. Seymour.

(Extract.)

“*Cormorant,*” *May 7, 1845.*

With respect to the report of the exportation of negroes for sale, I could gain nothing, there being no English residents there, and all the natives are, of course, interested in the traffic; but, having communicated with intelligent individuals at Payta on the subject, I fear the report is but too true that a Slave Trade, in a small way, does exist; and that vessels proceeding from the ports of New Granada to Peru, generally have on board three or four negroes at a time, for the purpose of traffic.

Enclosure 3 in No. 27.

Mr. Adams to Senhor Soldan.

Lima, June 12, 1845.

THE Undersigned, &c. &c. has the honour to refer His Excellency Senhor Don Joze G. Paz Soldan, to the note addressed to him on the 21st of October, 1844, in which he was informed, that the Decree issued on the 12th of August, 1843, permitting the importation of slaves into the Peruvian territory, was null and void, and promising to communicate to the Undersigned the state of the law actually in force on the subject.

The Undersigned, during the time which has passed since the date of Senhor Leon's note, has made frequent enquiries on the subject, but has not yet received an answer; and it has therefore become his duty to state to the Peruvian Minister, that he has lately received information of a systematized Slave Trade carried on between the coasts of New Granada and those of Peru; and is able in some instances to cite, with a high degree of probability, though not in a legal form, the names of the traders, the prices of the slaves, and the dates of their delivery; but, of the general fact of the introduction of many slaves into the northern ports of Peru, there remains no doubt; and it seems to have been admitted in the discussions on the subject in the Council of State. The Undersigned, therefore, by order of his Government, calls the attention of the

Government of Peru to Article XIV. of the Treaty in force between the two countries, by which it is made obligatory on the Peruvian Government to prohibit all persons inhabiting the territories of the Republic, or subject to their jurisdiction, in the most effectual manner, and by the most solemn laws, from taking any share in such trade.

As the law, if it actually exists, for the prohibition of the importation of slaves, is evidently ineffectual, and frequently evaded, it is the duty of the Undersigned to claim, by the order of his Government, the fulfilment of the obligations contracted by the Treaty, and the declaration or enactment of such laws as shall be efficient for preventing their infraction in future. Trusting that he shall meet with no impediment in the endeavour to recall the Peruvian Government to a sense of those liberal and enlightened principles which were carried out in Article CXLVI. of the Constitution of 1835, and that they will adopt a Decree renewing the declaration therein contained, the Undersigned, &c.

(Signed) W. PITT ADAMS.

His Excellency Senhor J. G. P. Soldan,
&c. &c.

Enclosure 4 in No. 27.

Senhor Soldan to Mr. Adams.

(Translation.)

Lima, June 17, 1845.

THE Undersigned has had the honour to receive the communication which Her Britannic Majesty's Chargé d'Affaires was pleased to address to him on the 12th instant, calling to his recollection the note addressed by this Office on the 22nd of October last, announcing that the Decree of the 12th August, 1843, by which the importation of slaves into the Peruvian territory was permitted, had become null and void, and promising to communicate to the Chargé d'Affaires the state of the law on the subject.

It has not yet been possible to fulfil the wishes of Her Majesty's Chargé d'Affaires, for the want of some information in the possession of the Council of State. As soon as the Undersigned shall receive it, he will reply to Mr. Pitt Adams, to whom he renews, &c.

W. Pitt Adams, Esq.
&c. &c.

(Signed) JOZE G. P. SOLDAN.

Enclosure 5 in No. 27.

(Translation.)

Decree of Council of State.

THE Council reduces its resolution to three points:—

1st. That, as the traffic in men, born free, ought to be considered as criminal, being prohibited by our laws by reason and humanity, the request of those who wish to introduce slaves from Africa is inadmissible.

2nd. That the Congress must be consulted, whether runaway slaves entering into Peru, or those who may arrive in the service of their masters, obtain their liberty in conformity with the Decree of November 24, 1821, from the mere fact of having touched its territory.

3rd. That considering the state of decay of the agriculture on the coasts of the Republic, the same Congress may be consulted, under the circumstances of the decrease of slavery, in order that it may find a remedy, and procure useful hands, through immigration, and by enacting laws for its protection and support.

Enclosure 6 in No. 27.

Mr. Adams to Senhor Soldan.

Lima, July 15, 1845.

His Excellency Senhor Don Joze G. Paz Soldan, &c. &c., in his note of the 17th of June, was pleased to inform the Undersigned, that a question respecting

CLASS D.

the state of the law on the subject of the introduction of slaves into the Peruvian territory, was pending in the Council of State; and that, when such question was decided, an answer would be returned to his note of the 12th of June.

The Undersigned has recently received fresh instructions from his Government on the subject referred to; and as the Council of State is reported, in the public papers, to have made their decision in a manner which he cannot understand, he is very anxious to receive the definitive answer of the Executive Government on a point on which Her Majesty's Government continues to manifest a lively interest, and which it considers to be obligatory on the Peruvian Government, in virtue of the clear and precise stipulations of the Treaty.

The Undersigned, &c.

(Signed)

W. PITT ADAMS.

His Excellency Senhor J. G. P. Soldan,
&c.

&c.

Enclosure 7 in No. 27.

(Translation.)

Senhor Soldan to Mr. Adams.

Lima, July 18, 1845.

AFTER the Council of State had issued its opinion relative to the state of the law respecting the introduction of slaves into the territory of the Republic, referred to by Her Britannic Majesty's Chargé d'Affaires, in his note of the 15th instant, the Government of the Undersigned was pleased to submit the proceedings in the affair to the Congress. Until this body shall determine upon the point under consultation, the Undersigned cannot reply definitively to the Chargé d'Affaires, to whom he has the honour to renew, &c.

W. Pitt Adams, Esq.
&c.

(Signed)

JOZE G. PAZ SOLDAN.

No. 28.

Mr. Adams to the Earl of Aberdeen.

Lima, August 4, 1845.

(Received October 6.)

MY LORD,

IN my Despatch, marked Slave Trade, of the 22nd of April of last year, I had the honour to lay before your Lordship some of the difficulties which impeded my attempts in returning satisfactory answers to the series of questions proposed in your Lordship's Despatch of the 30th of May, 1843. During the recent period of tranquillity in this country, I have succeeded in obtaining, (entirely from private sources, as no published documents exist on the subject,) such information as I have now the honour of submitting to your Lordship.

I have, &c.

(Signed)

W. PITT ADAMS.

The Right Hon. the Earl of Aberdeen, K.T.
&c.

&c.

&c.

Enclosure in No. 28.

Replies to Questions relative to the State of Slavery in Peru.

Q. WHAT is the present amount of the population of Peru? and what the number of whites and of coloured people forming that population? distinguishing males from females, and free people from slaves. What was the amount of the population in the year 1832? and what was the amount in the year 1837? distinguishing the particulars as in the case of the present time.

A. Since the emancipation of Peru from the dominion of Spain, no census has been made of the population which would give an exact, or even approximate,

result. It is true, that every five years agents are appointed by the Government to make an enumeration of the persons liable to the capitation tax, but these are always inexact and uncertain, because arrangements are made by the Provincial Authorities to return a smaller number than actually exists, leaving a portion under the technical application of "vacantes," from which abuse it follows that there are no exact statistics of the population by which an estimate can be formed of its increase or diminution. The whole population may be calculated at nearly 2,000,000. The number of persons claiming to be of white race, though very much mixed with the Indian and African blood, may be reckoned approximately at 400,000, in which the number of females is believed rather to exceed that of males. Of the remainder, nine-tenths are Indians, leaving 160,000 as the number for the various classes of the African race, including slaves.

The exact number of slaves is not known; but the following enumeration, by provinces, is the nearest approximation I have been able to obtain:—

Ica	2,000
Pisco	2,000
Chincha	1,500
Canete	1,950
Lima and its suburbs	4,500
Chancay and Santa	2,500
Libertad	2,000
	16,450

Allowing an addition for domestic servants in the interior towns, the number of slaves of both sexes in Peru cannot exceed 20,000.

No better means exist of calculating the population in the years 1832 and 1837; but all the information I have been able to obtain leads me to believe, that it has remained very nearly stationary since the War of Independence.

Q. Is it supposed that any slaves have been imported into Peru within the last 10 years, either direct from Africa or from other quarters? if so, how many in each year?

A. It may safely be asserted, that since the independence not a single slave has been imported from Africa. The difficulty of introducing them in any other mode than that practised by the Spaniards, has been an insuperable obstacle to the continuance of the traffic; and the Law of 1821, which declared the freedom of every slave who trod the Peruvian territory, has also contributed to its extinction. During the Spanish rule, negroes were brought to Peru, by way of Buenos Ayres and Chile, or by that of Panama; both routes have been closed since the Revolution, and no attempt is known to have been made to bring negroes round Cape Horn.

A very few slaves have been occasionally introduced, during the last 10 years from the coast of New Granada, but no estimate of their actual number can be obtained.

Q. Is the slave protected by law equally with a free man in criminal cases?

A. In criminal cases the law makes no distinction between the slave and the free man; it protects the one as well as the other, and even more anxiously, with reference to his exceptional position in society. A free man, indicted criminally, is obliged to seek a defender; and if, from want of pecuniary means, or other reasons, he is unable to procure one, the courts name one officially. This is not the case with the slave. From the moment he is accused, he has a natural defender, named and paid by the Government, whose duty it is to appear on the trial, to defend the accused, and to watch over the due execution of the laws in his behalf. This is a public functionary, entitled Defender of Minors, since the law considers the slave as a minor in age, and has allotted him a defender to seek justice in his behalf. This humane and respectable office is not of modern creation, but dates from the Spanish dominion. No court can pronounce sentence against a slave without previously hearing his official protector; nor can a sentence be executed without affording an opportunity of appeal from the inferior to the superior tribunals. Besides the protector which the law has provided for the slave, he always meets with strong support from his master.

Q. What protection is there by law to a slave against ill-conduct on the part of his master?

A. The slave who is ill-treated by his master, can appeal to the Defender of Minors to protect him, and that officer is under the obligation to do so. The law considers as ill-treatment of a slave by his master, punishment without the intervention of the police; excessive labour; want of proper food and clothing; and, in civil cases, the attempt to sell him for a place distant from that in which he has been accustomed to reside, and where his domestic affections are fixed. In the capital especially, there are slaves who cannot be sold out of it, by a clause, which some of their masters may, through favour, have inserted in the register. In case of proving ill-treatment, the master is punished according to the degree in which he has abused his power; either by diminishing the value of the slave, and compelling the master to part with him, or even by setting the slave at liberty, as has sometimes happened, leaving the master still liable to such punishment as the law awards.

Q. Is the evidence of a slave received in a court of law?

A. The law incapacitates a slave from giving testimony in a court of law; nevertheless, when it is necessary to have recourse to this means for establishing the truth, especially in criminal cases, his declaration is taken in the presence of the Defender of Minors, and his testimony serves to corroborate that of other persons, as an assistance to the court in their decisions.

Q. Is the slave well or ill-fed? well or ill-treated?

A. The slave is, generally speaking, both well fed and well treated; his labour is not excessive; he generally receives a small allowance in money, and has the means of accumulating the sum necessary for purchasing his freedom, but seldom avails himself of this privilege, at least openly, because by becoming legally free he becomes exposed to the levies for the army. He more frequently pays his own price to the master, leaving his name on the register of slaves; and no instance is known of this confidence having been abused.

Q. Is the slave considered generally to enjoy as good health, and to live as long, as a free person?

A. The slave is considered to enjoy as good health, and to live as long, as a free person; and on both points is generally superior to the free person of the African race.

Q. Is the slave population considered to be on the increase or decrease? and from what causes?

A. There is no doubt that the slave population has greatly decreased since the declaration of independence; but at present it seems to be nearly stationary, although the evidence on this point is very unsatisfactory.

Q. Is the manumission of slaves of common occurrence?

A. The manumission of slaves is of common occurrence, but no documents exist which offer an approximate estimate of the actual number.

Q. Have the laws and regulations with respect to slaves become more or less favourable to them within the last 10 years?

A. All children of slaves born since the proclamation of the independence of Peru, were declared free by a Law of the 24th of November, 1821; but they were not to obtain entire liberty until completing the age of 25 years, and in the meantime remained in the power of the masters of their parents, whose right in them was worth 100 dollars. Consequently, the children of slaves ought, according to this Law, to begin to enjoy complete freedom from the 28th of July, 1846, and successively according to the date of their birth. The early Congresses and National Conventions made no alterations in this Law. In 1835, General Salaverry issued a Decree permitting the introduction of slaves from the other sections of America, which was, however, repealed in the following year. In 1837, General Santa Cruz concluded a Treaty with Great Britain, by which the traffic in slaves was prohibited. In 1839, the Congress of Huancayo passed a Law prolonging the servitude of the children of slaves until the age of 50 years. This law is still in force, and cannot be repealed, except by a Congress. Since its enactment, the children of slaves born since 1821, which were previously worth 100 dollars, have risen to the value of 250 or 300 dollars. Yet, in the Constitution formed by the very same Congress, it is declared, "that no law has retroactive force;" "no one is born a slave in the Republic." In 1843, under the administration of General Vivanco, a Decree for the introduction of slaves was issued, which was declared null by the succeeding Government. A Law for the same purpose is at present under discussion in the Congress.

As the duration of servitude for the children of slaves born since 1821 has been increased from the age of 25 to that of 50 years, the laws of Peru have become less favourable to slaves within the last 10 years.

Q. Is there any party favourable to the abolition of slavery ?

A. There is no such party, nor does the subject seem to have occupied public attention in any political sense.

Q. Is there any difference in the eye of the law between free white and a free coloured man.

A. None : all are equal by law ; enjoying the same securities, and bearing the same burdens.

Q. Are free coloured men ever admitted to offices of State ?

A. Yes ; many of them are officers of the army, and numbers in civil employments. Some few have introduced themselves into the magistracy, and several into the church ; some also into the medical profession ; but it must be observed, that such are not pure blacks, but of the mixed race of the African with European or Indian blood.

None of the above answers are derived from public documents, as none such exist on the subject ; but from private information, and on some points from personal inspection of some of the principal estates cultivated by slaves.

(Signed) W. PITT ADAMS.

No. 29.

The Earl of Aberdeen to Mr. Adams.

SIR,

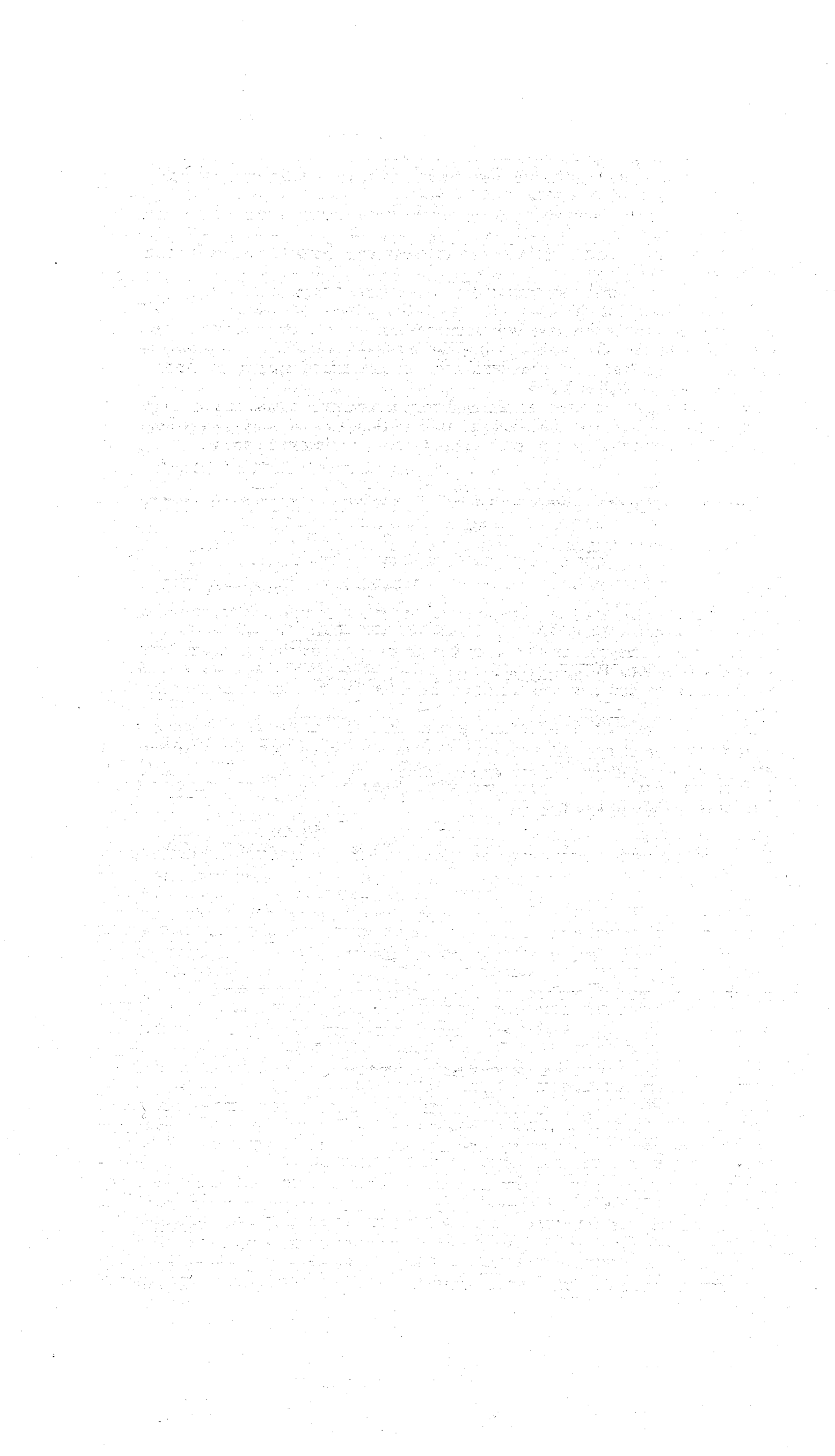
Foreign Office, October 16, 1845.

I HAVE received your Despatch, of the 4th of August, 1845, enclosing copies of communications which you had received from Mr. Higginson and Admiral Sir G. Seymour, relative to the practice of introducing slaves from New Granada into Peru, together with copies of correspondence which had passed between you and the Peruvian Minister for Foreign Affairs on this subject.

I have the satisfaction of informing you, that Her Majesty's Government entirely approve of your notes of the 12th June and 15th July to the Peruvian Minister ; and I have to instruct you to continue to watch over, and to report to Her Majesty's Government, the steps taken by the Government and Congress of Peru in this matter.

W. P. Adams, Esq.
&c. &c.

I am, &c.
(Signed) ABERDEEN.



UNITED STATES.

No. 30.

Mr. Everett to the Earl of Aberdeen.

*Grosvenor Place, January 7, 1845.
(Received January 8.)*

THE Undersigned, &c. &c. had the honour to receive, on the evening of the 3rd instant, a note of the 31st ultimo, from the Earl of Aberdeen, &c. &c. respecting the Act 6 and 7 Vict., cap. 98, entitled "An Act for the more effectual suppression of the Slave Trade," in reply to a note of the Undersigned of the 1st of November.

The Undersigned will lose no time in forwarding Lord Aberdeen's note to the United States, for the information of his Government; and he avails, &c. &c.

(Signed) EDWARD EVERETT.

*The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.*

No. 31.

Mr. Everett to the Earl of Aberdeen.

*Grosvenor Place, January 7, 1845.
(Received January 8.)*

THE Undersigned, &c. &c. has the honour to transmit to the Earl of Aberdeen, &c. &c. a copy of the protest of the Commander of the American vessel "*Joseph Cowperthwait*," who complains of having been detained, and his vessel searched, by the Governor of Cape Coast Castle, on the 4th of April last; and of the refusal of the Governor to grant him a certificate of the said detention.

The Undersigned requests Lord Aberdeen to cause an enquiry to be instituted into the circumstances of the case, with a view to an explanation of the proceedings complained of.

The Undersigned, &c.

(Signed) EDWARD EVERETT.

*The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.*

Enclosure in No. 31.

Declaration of the Master, &c. of the brig "Joseph Cowperthwait."

Whydah, April 12, 1844.

KNOW all men by these presents whom it doth or may concern, that I, Joseph Sturdivant, Master and Commander of the brig "*Joseph Cowperthwait*," burthen 170 $\frac{4}{5}$ tons, American built, and owned by William S. Smith and Joseph L. Nobre, citizens of the United States of America, and of Philadelphia, that on the 4th day of April, 1844, at 4 o'clock A.M., I anchored the said brig in Cape Coast Castle roads, wind and tide-bound on my passage from Bahia towards Elmina, coast of Africa, on a voyage of lawful commerce. At 6:30 o'clock A.M., I gave orders to prepare for getting under way, the land breeze became sufficient to proceed with. In a few minutes after, an officer came on board, with the regulations of Cape Coast Castle roads, &c., which stated that I should go on shore, and report the vessel that I commanded. It was 8 A.M. before I could obtain any conveyance on shore, for no vessel's boat could land on shore. As I was going towards the shore, I met Governor Hill, of Cape Coast Castle, in a canoe, advancing towards the brig. He asked me if I was Master of the said brig. I said "Yes." Governor Hill said, he wanted to see my papers. I came on board with him and an officer that accompanied him. He demanded the vessel's papers, register, crew-list, and shipping articles. I showed them, and a manifest of the cargo and general bill of lading that I signed in Bahia, to deliver the cargo at Elmina, Whydah, and Lagos. He demanded my clearance. I showed him all the public documents that I received in Bahia, which proved that the said brig "*Joseph Cowperthwait*," under my command, was entered and cleared at the port of Bahia, according to law, and on a voyage of lawful commerce. Governor Hill ordered the main hatch to be taken off, and demanded the right of search as if in a British port. He caused the cargo to be taken on deck, until he could see the ground tier cargo. I told Governor Hill, that I was in a great hurry to get under way whilst the wind was fair. He said, that I should not depart from there, until he was satisfied. He caused the passengers to open their trunks. If they did not, he said he would break them. He had all of them emptied on deck; he examined all the passengers' papers and letters. At 2 o'clock P.M., he discontinued his search; and when he could not find any contraband goods on board, he charged me three dollars light dues, and told me to leave the roads from under the cover of his guns immediately, and that I must not have any communication with the inhabitants of Cape Coast. I told him, that I wanted none, that I was bound to Elmina. I asked him for a certificate of my detention by him. Governor Hill refused me, and would not give me any document with his name on it. The length of time that I was detained by Governor Hill, was six hours, and a cause of 30 hours additional to my passage to Elmina, and a non-commercial intercourse with the inhabitants of Elmina; which document to that effect I have, that I received from Governor Avander Eb, of Elmina Castle. And for that same detention and search by Governor H. W. Hill, of Cape Coast Castle, I, Joseph Sturdivant, do protest against Governor Hill's proceedings, and six hours' detention caused by him, and against all other damages that may originate from that detention during this present voyage, until the said brig "*Joseph Cowperthwait*" is safe at anchor in the port of Bahia; and in the presence of the Undersigned, who were eye-witnesses to all the transactions mentioned in this document, and affirm it to be true.

(Signed)

JOSEPH STURDIVANT, *Master.*

HERRY G. PACKARD, *Mate.*

JAMES CASTLEOINE, *Mariner.*

JOAQUIM JOZE DA COUTTO, *Subcargo.*

JOZE SOARES MONTEIRO, *Passenger.*

JOZE VIEIVAD ANDRADE, *Passenger.*

ANTONIO ALVES DA COSTA, *Passenger.*

JOAQUIM ANTONIO DA SIBON, *Passenger.*

BARNARDO JOZE BRANDAO, *Passenger.*

JOAQUIM MARGUERAES NOSGUERA.

JOAQUIM JOZE DE FREITAS.

ASILINO MARTINS JAMBO.

No. 32.

*Mr. Pakenham to the Earl of Aberdeen.**Washington, December 29, 1844.**(Received January 15, 1845.)*

MY LORD,

I HAVE the honour herewith to enclose a copy of a letter which I have received from Her Majesty's Consul at Savannah, enclosing a copy of one from the Governor of the Bahamas, relative to some negroes supposed to have been abducted from Ragged Island, and sold into slavery in Florida.

The information contained in the Governor's letter is so imperfect, that I have thought, that without some more definite account of the supposed transaction, both as to time and other circumstances, it would be hopeless to make an official application upon the subject to the Government of the United States, who would necessarily have to depend, in any enquiry that might be instituted respecting the affair, on the reports of the local Authorities; and it seems obvious, that if such an enormity has been suffered by those Authorities to be committed with impunity, they would be anything but zealous in following up the instructions of the General Government for its detection and punishment.

I should humbly suggest, that the best course to pursue, with a view to the discovery of the truth, and eventually to obtain the liberation of the unfortunate captives, would be, to send to that part of the country, from the Bahamas, a person furnished with all the information which it may be possible to obtain at Ragged Island, or elsewhere, as to the time and circumstances of the supposed abduction, the shipwreck of the vessel, and other incidents, which person might be able, by cautious enquiry, to find out enough about the affair to enable us to lay a tangible case before the Government of the United States.

In this sense I propose to write to the Governor of the Bahamas, who may, perhaps, think proper to act upon the suggestion which I thus venture to offer, in anticipation of corresponding instructions from Her Majesty's Government.

Supposing such an occurrence to have in reality taken place, it will doubtless appear to Her Majesty's Government to be of sufficient importance to deserve any trouble and expense that may be found necessary to bring the case to a satisfactory termination.

I have, &c.

(Signed) R. PAKENHAM.

The Right Hon. the Earl of Aberdeen, K.T.

&c.

&c.

&c.

Enclosure 1 in No. 32.

Mr. Molyneux to Mr. Pakenham.

SIR,

Savannah, December 10, 1844.

I TRANSMIT herewith a private letter addressed to me by the Governor of the Bahamas, relating to some negroes supposed to have been abducted from Ragged Island, and sold into slavery in Florida.

Finding it impossible to obtain any information on the subject, I deem it my duty to forward the communication, that you may submit it to the consideration of the United States Authorities, should you think it advisable.

Such a violation of the laws of the United States could not possibly take place in this State, but in the territory of Florida the laws are less respected.

I am, &c.

(Signed)

E. MOLYNEUX,

*Her Britannic Majesty's Consul.**The Right Hon. R. Pakenham,*

&c.

&c.

CLASS D.

Enclosure 2 in No. 32.

Governor Mathew to Mr. Molyneux.

SIR,

Government House, Nassau, August 17, 1844.

IN the absence of any gentleman's name appearing in the Red Book as British Consul or Vice-Consul at St. Augustine, I do myself the honour of addressing you on the subject of certain of Her Majesty's subjects, natives of these islands, who are, by their friends, asserted to be illegally detained in a state of slavery in Florida.

I am not unconscious of the difficulty and of the required cautiousness in this research, but I feel persuaded that I cannot do better than place the matter in your hands.

The only clue given to the present residence of a portion of these people, is by a confidential statement made to me by the Chief Justice of these colonies, who, returning some time since from Savannah to St. Augustine, on his way to the Bahamas, had occasion to stop at the house of a Major Taylor, a magistrate, near the mouth of the St. John's River, who, hearing he was proceeding to Nassau, but believing him to be an American citizen, told him there were, in his immediate neighbourhood, 12 fine fellows from thence, who had a short time previous been in a vessel purposely wrecked there; that he himself had been an agent in selling the crew, previously free, who had brought an average of 500 dollars each.

The Chief Justice incautiously exclaiming on the subject, and, on this man's question, avowing himself a British subject, no further information could be obtained.

I have some cause to suspect, that the vessel in question may have been sent by a Mr. Taylor from Ragged Island, one of the Bahamas.

I have, &c.

(Signed) G. B. MATHEW,
*Governor, and Commander-in-Chief.**E. Molyneux, Esq.*
&c. &c.

No. 33.

*Mr. Everett to the Earl of Aberdeen.**Grosvenor Place, January 20, 1845.*
(Received January 21.)

THE Undersigned, &c. &c. has the honour to acquaint the Earl of Aberdeen, &c. &c. that he has been directed to make a representation to Her Majesty's Government on the subject of the boarding and search, upon the coast of Africa, of the brig "*Cyrus*," of New Orleans, P. C. Dumas, Master, by Captain Bosanquet, of Her Majesty's brig-of-war "*Alert*," under circumstances, as has been reported to the Government of the United States, of singular outrage.

The facts of the case as they have been represented to the Department of State, are substantially as follows.

On the 9th December, 1843, this vessel being the property of her Commander, sailed for the Havana, where, having discharged her cargo of stores, she was chartered to take a cargo of merchandize to the coast of Africa. On sailing from the Havana on the 16th of January, 1844, the ship's company, besides the Captain, consisted of five Americans, being the officers and seamen of the vessel as she sailed from the United States, a cook and steward, foreigners, taken in at the Havana, with a Supercargo and a passenger, who also came on board at that place. On the 31st of March, she arrived at Cabinda, her place of destination, and proceeded immediately to discharge her cargo, and make preparation for the return voyage. On the 17th of April, the Captain was seized with fever, and taken on shore; and some of the crew being attacked in the same way, the Mate of the vessel was ordered to cruize off soundings for the health of the ship's company, which was done till the 29th of May, when the "*Cyrus*" returned to Cabinda. On the following day, the Captain, being now restored to health, came on board, with the intention of sailing in a day or two on the return voyage.

During the progress of these transactions, the "*Cyrus*" had been visited three times by English cruizers, namely, the day after her arrival by, an officer from the "*Heroine*," who is represented, however, as having boarded the vessel by permission as a private person; on the 6th of May again, while on her

cruise above-mentioned, by an officer from the "Heroine," who stated that he had understood the "Cyrus" had been sold, and demanded to see her papers, which demand, after an ineffectual refusal on the part of Mate, was complied with; and the third time, on the 22nd of May, when being still on her cruise, the "Cyrus" was chased and fired at by Her Majesty's brig "Alert," and her papers forcibly taken from the trunk of the Mate, and examined by Captain Bosanquet, the Commander of that vessel.

On the 2nd of June, the "Cyrus" being at anchor off Cabinda, but ready to sail, was approached by Captain Bosanquet, in a boat, accompanied by an officer, a boy and four negro sailors. As the boat came alongside, Captain Dumas recognised the Commander of the "Alert," by whom the vessel had, as just stated, been so lately visited, and requested him not to come on board. No attention was paid to this request by Captain Bosanquet, who boarded the "Cyrus," with his boat's crew, and without asking for papers, or addressing any enquiry to Captain Dumas, directed his men to break open the hatches, and descended with the boy and searched the hold.

On his return to the deck, Captain Bosanquet demanded that the ship's papers should be shown to him; Captain Dumas refused to exhibit them, saying, that he had seen them once by force, and that it was not necessary that he should see them again. Captain Bosanquet replied, that this refusal was evidence that Captain Dumas had no papers; that he should treat him as a pirate; and that from that moment he, Captain Bosanquet, took command of the vessel. Captain Dumas rejoined, that so long as the American flag was flying at his mast-head, and his papers were in his possession, he should be the Master of his own vessel. Captain Bosanquet then stated, that he was informed the "Cyrus" had been sold; and he believed that to be the reason why her papers were not exhibited to him.

A scene of violence then ensued, of which a description will be found in an extract herewith transmitted from the sworn deposition of Captain Dumas, to which the Undersigned earnestly invites Lord Aberdeen's attention.

After having abandoned his vessel to the British Government in the manner described in his protest, the Captain of the "Cyrus" discharged and paid off his crew, and embarked himself on board the "Guatimozin," for Rio de Janeiro, where his protest against the proceedings above stated was duly made before the Consul of the United States, on the 2nd of August, 1844.

While the Captain of the "Cyrus" was employed in making his protest, and taking the depositions of the witnesses before the Consul, and in presence of Mr. Wise, the Minister of the United States, Her Majesty's Consul at Rio de Janeiro intimated to Captain Dumas, that there were rumours of his being engaged with his vessel in the Slave Trade. In consequence of this suggestion, the American Minister, desirous, if he were guilty of this offence, that the Captain of the "Cyrus" should be brought to justice, and aware, that on the supposition of his criminality, the evidence necessary to conviction was most likely to be in the possession of Her Majesty's Authorities at Rio de Janeiro, addressed a note to Mr. Hamilton, the British Minister at the Court of Brazil, transmitting copies of Captain Dumas's protest, and the accompanying depositions. Mr. Hamilton acknowledged the receipt of Mr. Wise's note, and informed him, that he should communicate it to his Government. But the American Minister observes, in a letter to the Secretary of State, of the 11th October, that he has not heard of any steps having been taken by the British Authorities in consequence of his representation.

Captain Dumas having returned home, has appealed to the Government of the United States for redress; and the Undersigned has been directed to bring the occurrence, in the most urgent terms, to the prompt consideration of Her Majesty's Government. Should the facts, as above recited, appear on investigation to be substantially true, they will doubtless be regarded as a case of extreme outrage on the American flag and on the rights of a citizen of the United States. The extraordinary complexion of the case, he is sure, will induce Lord Aberdeen to cause the requisite enquiry to be made with the least possible delay.

The Undersigned, &c.

(Signed)

EDWARD EVERETT.

The Right Hon. the Earl of Aberdeen, K. T.

&c.

&c.

&c.

Enclosure in No. 33.

Extract from Protest of Commander of the "Cyrus."

DEPONENT further said, that believing that the British officer, Captain Bosanquet, would proceed into the cabin, he privately gave orders to his Mate to haul down the American flag, and place it before and across the companion way; that soon afterwards, Captain Bosanquet being about to proceed into the cabin, he, deponent, forbid his going down, and told him he could not do so without trampling on the American flag; at the same time, deponent, his Mate, and two of his men, took hold of the flag, and held it across the entrance to the cabin; that upon doing this, the English officer said, it made no difference to him, or words to that effect; that he, deponent, then said that the American flag was his arms, his defence, and protection, and that he had none other; that without heeding these remarks, the English officer took hold of the flag to pull it down, and, followed by his officer and one negro, rushed upon it, broke it down, trampled it under foot, and entered the cabin; that while the said persons were in the cabin, deponent took his log-book from a table-drawer that was on deck, and being about to hand it to one of his men, named Peter Anderson, with directions to go into his, deponent's, boat, and take it on board the French barque "*Guatimoxin*," and request the Captain thereof to keep it for him, when one of the negroes remaining on deck called out to the English Captain, and informed him of what he, deponent, was about to do; that deponent then took back or kept said log-book into his own possession; and the English officer, and the two men who were in the cabin with him, immediately came on deck, and demanded that the log-book, which he saw in deponent's hands, should be given to him; that deponent's answer was "Never," that as long as he had a drop of blood in his veins, no British subject should take it, the log-book, from him; that the English officer then said, he had the power to take it by force, and at the same time ordered one of his negroes to take the book from deponent, and who attempted to do so, but that he, deponent, pushed him aside, and stepped back, put himself in a posture of defence, and called upon his Mate and crew to come aft and defend their Captain, and to arm themselves with handspikes and knives for the purpose; at the same time he, deponent, hailed the barque "*Guatimoxin*," lying close by, saying he was boarded by pirates, and requested them to send men to his assistance; that the crew of the "*Cyrus*" were much excited by this violation and outrage on their Master; and that Captain Bosanquet then called upon deponent to stop his men, saying, he did not wish to see any bloodshed or butchering on board; that nothing further then took place in regard to the log-book; that the English Captain again demanded the ship's papers; whereupon deponent told him, he could not have them, and asked him to show his authority from the American Government to visit an American vessel, and examine her papers, and added, that when he did that, the papers should be immediately shown to him; that the English officer's answer was, that he had such written power on board his brig "*Alert*;" that he, deponent, then told him, that it was false, that he had no such power, and if he had, to go on board and fetch it; that the English officer answered, that his word was good enough; that deponent said, it was not, and asked him who he was, and told him, that as he had no uniform, he had no authority to come on board his vessel the "*Cyrus*," and that he had good reason to believe him to be a pirate, and to treat him accordingly, adding, that unless he showed evidence to the contrary, and a written power from the American Secretary of State to see his papers, he should not see them; that after some further angry and excited conversation had taken place between them, he, deponent, again assured the officer, that he had his papers in his trunk in the cabin, at the same time showing the key of said trunk; that the English officer demanded the key to be given to him, and said, if it were not, he would take it by force; whereupon deponent defied him to do so, or used words to that effect, and asked him if he wished again to witness the scene that had taken place about the log-book; that the English Commander then ordered the officer who was with him, and a negro, to go into the cabin, break open the trunk, and bring him the papers; that the deponent and his Mate followed them into the cabin, and saw them break open the trunk, take out the papers, bring them on deck, and give them to Captain Bosanquet; that when the negro had broken open the trunk, he, deponent, told the officer, that there was in his trunk all his freight, with some other money in gold, a gold watch, and other property, to which said officer made no answer, nor took

any notice, but immediately went on deck, and handed the papers to the English Captain as aforesaid; that Captain Bosanquet had examined the papers, and while he was perusing them, he, deponent, said to him, that he had taken the papers twice by force, and had twice examined them, and that he hoped he was satisfied, and then requested him to give them back to him, informing him, that the "*Cyrus*" was to sail that evening, or early on the following morning; that Captain Bosanquet replied, "No, Sir, you will not have them," or words to that effect; that he should take them with him on board the "*Alert*," for the purpose of taking a copy; that deponent then asked him, if he should have his papers back that evening; to which Captain Bosanquet answered "No," perhaps he would return them on the morrow; that deponent then asked if he should have them early on the following morning, as he was ready and anxious to sail; that Captain Bosanquet replied, that he, deponent, should have them when he, Captain Bosanquet, thought proper; and deponent further said, that having no assurance when the ship's papers would be returned, or even that they would be returned at all, he said to Captain Bosanquet, that as his papers had by force been taken from him, and were in his, Captain Bosanquet's, possession, from that moment he, deponent, abandoned the brig "*Cyrus*" to the British Government; and holding up the American flag, that had been trampled on by the British officer and negro, told him, that he had insulted the American flag, and that it would cost dear to his nation; whereupon the English officer, Captain Bosanquet, said, "I don't care a damn for the American flag," or words to that effect; that he, deponent, also told Captain Bosanquet, that he had violated the Treaty between the United States and the British Government; to which Captain Bosanquet replied, that he had violated no Treaty; and that he knew of none to prevent his searching any vessel that he chose to search. And deponent further deposed and said, that Captain Bosanquet, and the other officer and the negroes with him, then left the brig "*Cyrus*," and went into the boat, and that he, deponent, also left the "*Cyrus*," nearly at the same moment, taking nothing with him but the clothes he had on, the log-book which he had in his hand, and the American flag, and went into his boat, and that his Mate and all his crew soon after followed him, and that he deponent has never visited nor stepped foot on board the said brig "*Cyrus*" since that day, nor, to his knowledge, has any one of the crew; and deponent further said, that immediately after he and his crew had abandoned the "*Cyrus*" as aforesaid, they went on board the French barque "*Guatimozin*," lying near by, and requested the Master of said barque, Decous, by name, to receive them on board; that Captain Decous did receive them on board; and deponent said, that on the evening of that same day he settled with the crew of the "*Cyrus*," and on the following morning paid them off, with money which he obtained from his consignee, Lewis Krafft; that he deponent gave to each of his crew a certificate to the effect that they were of the crew of the American brig "*Cyrus*," abandoned as aforesaid, to be presented to the first Consul of the United States they could reach, in order that they should be sent by such Consul to the United States; that he, deponent, also obtained for his crew, a launch, called "*la Fortune*," belonging to L. Krafft, the consignee of the "*Cyrus*," on board of which, the same being well supplied with provisions and water, he ordered them to embark on the 4th of June, thence for Angola; that on the evening of the 3rd of June, he, deponent, left Cabinda for Cham, and that at that time the "*Cyrus*" was lying at anchor as aforesaid, and that there was no person on board of her, and that since that time he, deponent, has never seen the "*Cyrus*," nor does he know what has become of said brig; and deponent further said, that he shipped on board the French barque "*Guatimozin*," of Bordeaux, at Cabinda, bound for Rio de Janeiro; that said barque left Cabinda on the 27th of June, 1844, and proceeded direct to her destined port; that said barque touched at no intermediate place; that Cape Frio was the first land made on the coast of South America; and that said barque arrived at Rio de Janeiro on the 28th of July, 1844, in charge of the Mate, M. Challot, the Master, Decous, having died at sea on or about the 16th of same month of July.

And deponent further declared, that neither before nor after discharging his cargo from Havana at Cabinda, nor at any other time, had he taken on board any articles or cargo whatever, for the uses or purposes of the Slave Trade; that he had not at any time, on or off the coast of Africa, nor anywhere else, proposed, nor received propositions, to sell his said vessel the "*Cyrus*," directly or indirectly,

for the Slave Trade, or any other trade; that his cargo, and voyage, and course of trade, were in all respects strictly lawful; and that he, deponent, has no knowledge whatever of the fate of the said brig "Cyrus," since his abandonment of her as aforesaid, on the forcible search and seizure of her papers by a naval officer of the British Government. And furthermore deponent said not.

(Signed) P. C. DUMAS.

No. 34.

Mr. Everett to the Earl of Aberdeen.

Grosvenor Place, January 21, 1845.
(Received January 29.)

THE Undersigned, &c. &c. has been directed to bring to the knowledge of the Earl of Aberdeen, &c. &c. the complaint of Messrs. Gilman, Small, and Co., of New York, of the destruction of their property, in the month of April 1841, while deposited in the warehouse of Mrs. Isabella Lightbourne, a native trader at Rio Pongos, by an armed force from Her Majesty's vessel-of-war the "Iris," and another cruiser.

The loss of Messrs. Gilman, Small, and Co. is estimated at about 3,000 dollars, or somewhat less than 600*l* sterling.

A detailed statement of the facts of the case has been transmitted to the Undersigned, but as he believes it to have been already reported to Her Majesty's Government, he supposes it unnecessary to accompany this note with any documentary evidence. He is, however, prepared with affidavits to establish the nature and amount of the loss sustained.

The Government of the United States has been informed, that Mrs. Lightbourne, and other parties whose property was destroyed on this occasion, have been indemnified by Her Majesty's Government. Should this information be correct, the Undersigned hopes that the same measure of justice will be extended to Messrs. Gilman, Small, and Co. without much delay.

The Undersigned, &c.

(Signed) EDWARD EVERETT.

The Right Hon. the Earl of Aberdeen, K. T.
&c. &c. &c.

No. 35.

The Earl of Aberdeen to Mr. Everett.

Foreign Office, January 30, 1845.

THE Undersigned, &c. &c. has had the honour to receive the note which Mr. Everett &c. &c. addressed to him on the 21st instant, bringing to the knowledge of Her Majesty's Government a complaint from Messrs. Gilman, Small, and Co., of New York, that property belonging to them, and estimated at about 3,000 dollars, was, in April 1841, while deposited in the warehouse of Mrs. Lightbourne, a native trader at Rio Pongos, destroyed by an armed force from Her Majesty's vessel-of-war the "Iris," and another cruiser.

Mr. Everett mentions in his note, that he is in possession of a detailed statement of the facts of the case, and of affidavits establishing the nature of the loss sustained, and its amount, which Mr. Everett states to be something less than 600*l* sterling.

As, according to the report received by Her Majesty's Government, the value of American property destroyed in Mrs. Lightbourne's factory falls far short of that sum, the Undersigned would suggest, that Mr. Everett should furnish him with copies of those papers, in order that Her Majesty's Government may be enabled to go into the consideration of the case, with the requisite information before them.

The Undersigned, &c.

(Signed) ABERDEEN.

The Hon. E. Everett,
&c. &c.

No. 36.

*The Earl of Aberdeen to Mr. Everett.**Foreign Office, January 30, 1845.*

THE Undersigned, &c. &c. has had the honour to receive the note which Mr. Everett, &c. &c. addressed to him under date of the 20th instant, enclosing a representations from Mr. P. C. Dumas, as late Master of the brig "Cyrus," of proceedings which took place with respect to that vessel on the 2nd of June last, when, lying at anchor off Cabinda, she was visited by Captain Bosanquet, of Her Majesty's brig-of-war "Alert."

The Undersigned has to state to Mr. Everett, that copies of the protest made by Mr. Dumas at Rio de Janeiro, and of depositions accompanying it, were received by Her Majesty's Government a short time ago from Mr. Hamilton, the British Minister in that capital; and that measures were immediately taken for investigating the circumstances of the case. And, so soon as the result of that investigation shall have reached Her Majesty's Government, the Undersigned will have the honour of communicating further with Mr. Everett upon the subject.

The Undersigned, &c.

The Hon. E. Everett,
 &c. &c.

(Signed) ABERDEEN.

No. 37.

Mr. Everett to the Earl of Aberdeen.

Grosvenor Place, February 6, 1845.
(Received February 7.)

THE Undersigned, &c. &c. has the honour to acknowledge the receipt of a note of the 30th January, from the Earl of Aberdeen, &c. &c. on the subject of the loss of property sustained by Messrs. Gilman, Small, and Co., of New York, in consequence of the destruction of the factory of Mrs. Isabella Lightbourne, at Rio Pongos, by an armed force from Her Majesty's vessel-of-war the "Iris," and another cruizer.

In compliance with Lord Aberdeen's request, the Undersigned has the honour herewith to transmit a copy of a detailed statement of the loss in question, and of the circumstances connected with the burning of Mrs. Lightbourne's factory, as far as the interests of Messrs. Gilman, Small, and Co. were affected by that event.

The Undersigned, &c.

The Right Hon. the Earl of Aberdeen, K.T.
 &c. &c. &c.

(Signed)

EDWARD EVERETT.

Enclosure in No. 37.

Property belonging to Gilman, Small, and Co. destroyed on the coast of Africa, from on board the brig "Robert," by the British men-of-war.

STATEMENT of Property destroyed at Isabella Lightbourne's Factory, Rio Pongo, coast of Africa, by the British man-of-war "Iris," and a gun-brig, showing the loss over and above the amount of Property destroyed, namely,—

Amount of property destroyed, per I. Lightbourne's receipt	D.	C.	
	1909	20	
Less amount received on account	202	60	
			1706 60

	Value of Property destroyed.		Value of Property in New York, estimated.	
	D.	C.	D.	C.
Proportion of hides received in Rio Pongo, on account of a similar bill of goods, say 40 per cent on 1706 dollars 60 cents, is, say, 6826 lbs. hides, valued there at 10 cents. per pound	682	60	..	..
And valued in New York at 20 cents per pound	..	..	1365	20
Proportion of ivory, as above, say 4 per cent. on 1706 dollars 60 cents, is 68 dollars 26 cents value in Rio Pongo	68	26	..	..
Value in New York	..	..	68	26
Proportion of coffee, as above, say 2 per cent. on 1706 dollars 60 cents, is 34 dollars 13 cents value in Rio Pongo	34	13	..	..
Equal to 341 dollars $\frac{1}{6}$ value in New York, 15 cents per lb.	..	..	51	19
Proportion of gold, as above, say 39 per cent. on 1706 dollars 60 cents, is 665 dollars 57 cents value in Rio Pongo	665	57	..	..
Which amount could have been invested in hides on the coast at 10 cents per pound, being equal to 6655 $\frac{7}{10}$ lb., worth in New York, 20 cents. per lb.	..	..	1331	14
Proportion of cash, gold and silver, as above, say 15 per cent. on 1706 dollars 60 cents amount in Rio Pongo	255	99	..	..
Which amount might have been invested in hides, being to 2559 $\frac{9}{10}$ pounds, worth in New York 20 cents per lb.	..	..	511	98
	1706	55	3327	77

(Signed) GILMAN, SMALL, & Co.

City, County, and State of New York.

Enoch R. Ware, of said city, being duly sworn, deposeseth and saith, that he was Supercargo of the brig "Robert" at the time the goods mentioned in the within account were destroyed by the British man-of-war "Iris," and another British vessel, and he confirms the facts set forth in the certificate hereto annexed to be true; and he further saith, that the prices in the column under heading "value of property in New York, &c.," are the true prices at which the articles mentioned in the within account were selling on the arrival of the brig "Robert," and in three months thereafter; and he further saith, the true loss sustained by Gilman, Small, and Co., by such destruction of their property, in his, deponent's, best judgment, and as he verily believes, is the full sum of 3327 dollars 77 cents.

(Signed) ENOCH R. WARE.

Sworn to and subscribed to, this 26th day of January, 1842, before me, as witness my hand and seal of office.

(Signed) CHAS. T. CROMWELL, *Notary Public.*

A History of the destruction of American property on the coast of Africa by a British armed force; the said property being part of the cargo of the American brig "Robert," Frederick Cruse, Master, of New York; the vessel and cargo belonging to Gilman, Small, and Co., of New York.

To all to whom these presents may come or may concern, greeting.

Know ye, that on the 20th day of July, 1840, the brig "Robert" sailed from the port of New York, bound to the Cape de Verd islands, and the western coast of Africa, on a trading voyage, Her cargo consisted of such articles as are usually carried by vessels engaged in lawful traffic on said coast, and nothing

else. After an ordinary voyage, she came to anchor in Porto Praya harbour, in the island Santiago, one of the Cape de Verd islands, on the 31st of August, 1840. From this time until the 18th of June, 1841, when she commenced her homeward voyage, she was sailing about from port to port on the coast, trading her cargo for the staples of the country; during which time she visited the isles Salt, Bonavista, Goree, River Gambia, Bissau, Rio Nunez, and Rio Pongos.

On the 14th of February, 1841, while lying at Rio Pongos, a portion of her cargo was placed in the factory of Isabella Lightbourne, to be sold, and paid for to the Supercargo of the brig, in hides, coffee, ivory, and gold; and if the said Isabella Lightbourne should not purchase sufficient produce to pay for the said goods there, so much thereof to be returned, in as good condition as when received. The goods were of the value of 1909 dollars 20 cents, and was received thereon the sum of 202 dollars 60 cents, in hides and coffee; which last matters, reference being had to the receipt given for the same by the said Isabella Lightbourne hereunto annexed, will more fully appear.

On or about the 28th of April, 1841, the greatest portion of the said goods being still in the buildings of the said Isabella Lightbourne, and the produce which had been received for the balance still there, together with the goods of French, English, and other American subjects, a descent was made upon the coast by a detachment from Her Britannic Majesty's man-of-war "Iris" and a small brig of the same station, in five boats; and while the people and servants of the said Isabella Lightbourne were preparing to extend to them all the hospitality that lay in her power—and which they had ever received from her heretofore—the said subjects of Her Britannic Majesty set fire to her buildings, and burnt and blew them up, together with their contents, so that they were utterly destroyed; and seizing the said Isabella Lightbourne and her sons, they carried them on board the said vessels-of-war, where they were detained prisoners for several days; and the only reason or excuse given for the proceedings was, that the said Isabella Lightbourne had traded with Spaniards.

The said Isabella Lightbourne is a native trader, owning no allegiance to any civilized Power, and submitting to no laws but such as have the sanction of the Kings, Chiefs, or Headmen of her country. The outrage complained of was committed upon the subject of a nation, and the destruction made of the property of subjects of nations, with whom the said Power committing the act was at peace; no declaration of war having been made whereby the subjects of other powers might be put on their guard to protect their property.

The declaration of the said Isabella Lightbourne hereto annexed, was signed by all the principal inhabitants of the country thereabouts, as witnesses to the truth of the declaration. Annexed are also affidavits verifying the said declaration, made by some of the witnesses; and other papers relative to the transaction are also annexed.

(Signed) GILMAN, SMALL, & CO.
THOS. SMALL.

United States of America.—State, City, and County of New York.

On this 26th day of January, 1842, Thomas Small, of the firm of Gilman, Small, and Co., of the city of New York, was sworn before me, that the foregoing statement was, to the best of his knowledge, information, and belief, in all respects correct and true; and further, that the foregoing statement of the loss of Gilman, Small, and Co., is also correct and true; and that the property mentioned in said statement was the property of said firm at the time it was destroyed, and was left with Isabella Lightbourne as aforesaid, merely to sell for said firm's account. And he further deposed, that the prices of goods charged in said statement as the prices and value of goods at New York, were the correct and going market prices of the goods specified in said statement, on the return and arrival of said brig "Robert" at New York from Africa, and for three months after.

(Signed) THOS. SMALL.
CHAS. T. CROMWELL, *Notary Public.*

United States of America.—State, City, and County of New York.

Daniel Williamson, of the city of Baltimore, Maryland, seaman, aged 44 years and upwards, and Thomas Blackburn, of the city of New York, seaman, being each duly sworn, each for himself, saith, that said Williamson was cook on board the brig "*Robert*," and the said Blackburn, aged 16 and upwards, was cabin boy going out, and coming home was before the mast, on the late voyage of the said brig "*Robert*" to Africa and back to New York; and said deponents further say, they are knowing to the delivery and landing at Rio Pongos of the goods and merchandize specified in the inventory accompanying these papers, amounting to 1909 dollars 20 cents, and to their being left with Isabella Lightbourne, in her factory or storehouse at Rio Pongos; and they further say, that they have read the declaration hereto annexed in relation to the destruction of said goods, signed by Isabella Lightbourne and others, and they verily believe that the same is correct and true in every part.

(Signed) DANIEL ^{his} WILLIAMSON.
mark.
THOMAS BLACKBURN.

United States of America.—City, County, and State of New York.

On this 27th day of August, 1841, before me, Charles T. Cromwell, a Notary Public for the State, and residing in the city of New York, personally appeared before me Daniel Williamson and Thomas Blackburn, the deponents above-named, who were duly sworn before me upon the Holy Evangelists, that the contents of the said deposition were true. In witness whereof, I have hereto set my hand and seal of office, the day and year herein first above-mentioned.

(Signed) CHAS. T. CROMWELL, *Notary Public*.

United States of America.—City, County, and State of New York.

Philip Lambert, of the city of Baltimore, Maryland, seaman, being duly sworn, deposeth and saith, that he was on board the brig "*Robert*," on her voyage to Africa and back, referred to in the annexed papers. He further saith, that the brig left New York, with a Captain, Daniel Black by name, Frederick Cruse, First Mate, a Second Mate, four men before the mast, among whom at the time deponent was one, a cook boy, and Mr. E. R. Ware, Supercargo; that while on the coast of Africa, it was very sickly, and two of the crew before the mast died; the First Mate, who shipped at New York as Second Mate, and was named Carpenter, died at Rio Pongas; Captain Black died at Gambia; all the crew and officers of the brig were taken with the fever of the country while at Rio Pongos, except Mr. Ware, the Supercargo; in consequence of the illness of Captain Black and the crew, and for the sake of trade, and there being no medical aid to be obtained at Rio Pongos, the brig proceeded to River Gambia, where Captain Black died, and Frederick Cruse assumed command of the brig. And deponent further saith, that the invoice of goods, amounting to 1909 dollars 20 cents, was left by the brig "*Robert*" at Rio Pongos, with Isabella Lightbourne, as stated in the annexed papers, the landing of which goods was actually superintended by deponent, who at that time officiated as First Mate of the brig, the former Mate having died some time previous at Pongos; that the said goods were left and landed as aforesaid at or about the time the receipt therefor, a copy of which is hereto annexed, bears date. And deponent further saith, that he has heard the declaration hereto annexed, giving a history of the transaction, read, and he knows the contents thereof; and that the same is true in every part, to the best of his, deponent's, knowledge and belief. And deponent further saith, that said Isabella Lightbourne was, by agreement, to have returned for said invoice of goods, hides of the country, at 10 cents per lb., and coffee at the same price. And deponent further saith, that on the arrival of the brig "*Robert*" at

New York, the going market prices for such hides as were to be returned as aforesaid, was 20 cents per lb., and of such coffee 17 cents per lb., the coffee of that country being similar, and equal in quality, with Mocha coffee.

(Signed) PHILIP LAMBERT.

United States of America.—City, County, and State of New York.

On this 26th day of August, 1841, before me, Charles T. Cromwell, a Notary Public for the State, and residing in the city of New York, personally appeared Philip Lambert, deponent above-named, who was duly sworn before me, upon the Holy Evangelists, that the contents of the said deposition were true. In witness whereof, I have hereto set my hand and seal of office, the day and year herein first above written.

(Signed) CHAS. T. CROMWELL, *Notary Public.*

Rio Pongos, February 14, 1841.

Received of E. R. Ware, Supercargo of American brig "Robert," the following lot of goods, valued at prices set against them, to sell; but should there not be produce enough purchased by me to meet the whole of his demands, he is to receive back his goods in like good order as when delivered to me, excepting 10 bbls. (40 kegs) powder, taken January 13, 1841.

ISABELLA LIGHTBOURNE,

To E. R. WARE, for Owners of "Robert."

				D.	C.
1841,					
Jan. 13	To 1 Hhd. rum, 121 gals.	.	at 60 c.	72	60
"	15 Pieces American blue baft	.	3 d.	45	0
"	10 Bbls. powder	.	16 d.	160	0
"	1 Case white sheeting † 172, 1082½ yards	.	63 c.	140	75
"	† 331. 1 Bale brown ditto, 778½ yards	.	12 c.	93	42
"	2 Hhds. tobacco,				
	‡ 2555 — 1190 — 119 — 1071				
	‡ 2569 — 1306 — 130 — 1176				
	Net weight . 2247	.	17 c.	381	99
"	1 Piece bagging	.	.	6	0
Feb. 14	3 Hhds. tobacco,				
	‡ 2494 — 1490 — 149 — 1341				
	‡ 2565 — 1394 — 139 — 1255				
	‡ 2556 — 1664 — 152 — 1512				
	Nett weight . 4108	.	17 c.	698	36
"	10 Bbls. powder	.	16 d.	160	0
"	1 Hhd. rum, 129 gals.	.	60 c.	77	40
"	† 4. 1 Bale brown sheeting, 614 yards	.	12 c.	73	68
				1909	20

Payable in goods, merchantable hides, or coffee, at 10 cents per lb., or good sound ivory (if the teeth are perfect), and gold at market prices.

(Signed) ISABELLA LIGHTBOURNE.

STILES E. LIGHTBOURNE.

Witness.

FREDERICK C. CRUSE.

Rio Pongos, February 9, 1841.

Received from Mrs. Isabella Lightbourne, on account of the within.

		D.	C.
66 Hides, weighing 581 t.	.	at 10c.	58 10
1445 lbs. coffee	.	at 10c.	144 50
			202 60

(Signed) E. R. WARE.

*Certificate of Mrs. Lightbourne.**Rio Pongos, May 20, 1841.*

This is to certify, that I, Isabella Lightbourne, widow, do hereby affirm and declare, that in consequence of a total destruction of all my available property, on or about the 28th of April last, by five British men-of-war's boats, said boats belonging to the ship-of-war "Iris" and a gun-brig, which at the time lay off this river, I am deprived of the means to meet the demands holden by E. R. Ware, Supercargo of the American brig "Robert," in behalf of Messrs. Gilman, Small, and Co., of New York, United States, owners of said brig and cargo, said demand amounting to 1909 dollars 60 cents, on which there has been paid 202 dollars 60 cents, as per accompanying receipt, dated February 14, 1841.

I do hereby further declare, that said goods were left with me (by said Ware) for sale, the proceeds of which were to be paid him in hides, coffee, gold, or ivory; and it was further understood and agreed, that in case there should not be produce sufficient received to cover the whole demand, at the time he (Ware) might wish to leave the coast, he was to receive back goods enough to full its amount.

It of course is the cause of deep grief to me, that thus I am deprived of the means of fulfilling my engagements, and that by a nation of which I am not a subject, being a native of this river, and acknowledge no laws but those sanctioned by our Kings, Chiefs, or Headmen. What causes this affair to appear still more odious is, that while my people were preparing to extend to them all the hospitality that lay in my power, and which they have ever received from me heretofore, they at the same time commenced firing my buildings, burning them, and blowing them up, which they did so effectually as to wound many of their own men, one or more mortally.

After effecting their object, myself and sons were taken on board their ship, outside the river, and kept as prisoners for several days. During my stay as prisoner, the only excuse given by the commander for their outrageous proceedings at my place, was, my trade with Spaniards, usurping the privilege of dictating laws of trade to foreigners, over whom they have no power but force of arms. And although in this case one of the officers was informed that there was property belonging to American, French, and English subjects, to large amount, they still persisted in its destruction.

(Signed)

ISABELLA LIGHTBOURNE.
STILES E. LIGHTBOURNE.
JOHN LIGHTBOURNE.

Witnesses.

FRED. C. CRUSE.
E. R. WARE.

We the undersigned, traders and residents in the river, do certify that the above is, to the best of our knowledge, a true statement.

(Signed)

KING.
MATTHAS.
CATHY.

Witnesses.

P. FABER.
JUAN FERRA^A NANES.
THOS. G. CURTIS.
R. VALENTINE, [a Sufferer.]

United States of America, and County of New York.

ON this 5th day of August, 1841, before me, Edward D. Hall, a Public Notary in and for the State of New York, duly commissioned and sworn, residing in the city of New York, personally appeared Frederick C. Cruse, who being by me duly sworn, did depose and say, that he is personally acquainted with Isabella Lightbourne, Stiles E. Lightbourne, and John Lightbourne, whose names are subscribed to the within certificate and declaration; that he saw them execute the said certificate

and declaration; and they each acknowledged to him, that they had severally executed the same; and that he thereupon subscribed his name as witness thereto.

In testimony whereof, I have hereunto set my hand, and affixed my seal of office, the day and year above written.

(Signed) E. D. HALL, *Notary Public.*

No. 38.

The Earl of Aberdeen to Mr. Everett.

Foreign Office, March 10, 1845.

THE Undersigned, &c. &c., with reference to previous correspondence with Mr. Everett, &c. &c. respecting compensation to the owners of the United States vessels "Tigris" and "Seamew," for the losses sustained by them in consequence of the unauthorized detention of those vessels by Her Majesty's ships "Waterwitch" and "Persian," has the honour to transmit herewith, for the consideration of Mr. Everett, and of the Government of the United States, a copy of a communication from Her Majesty's Treasury, containing a report of proceedings which have taken place in conference between Mr. Rothery and Mr. Maris, since the notes which passed in October last between Mr. Everett and the Undersigned upon this subject, and a statement of the opinion of Her Majesty's Treasury thereupon.

The Undersigned, &c.
The Hon. E. Everett, (Signed) ABERDEEN.
 &c. &c.

Enclosure 1 in No. 38.

Mr. Trevelyan to Viscount Canning.

Treasury Chambers, February 26, 1845.

MY LORD,

I AM commanded by the Lords Commissioners of Her Majesty's Treasury, to transmit herewith, for the information of the Earl of Aberdeen, the copy of a report from Mr. Rothery, relative to the indemnification claimed by the owners of the "Tigris" and "Seamew;" and I am to state, that the additional evidence which has lately been considered by Mr. Rothery, in communication with Mr. Maris, does not appear to my Lords to furnish any ground for calling in question the correctness of the settlement which had previously been com to by Mr. Rothery in concert with Mr. Hillard, which settlement was approved of by their Lordships, and by the Earl of Aberdeen, (see your Lordship's letter dated the 4th August, 1843); and directions were accordingly given to the Paymaster of Civil Services, to pay to the order of Mr. Everett the sum of 1,206*l.* 9*s.* 3*d.*, which had been allowed to the parties in the case of the "Tigris," and the sum of 1,452*l.* 19*s.*, which had been similarly allowed in the case of the "Seamew."

I am, &c.
 (Signed) C. E. TREVELYAN.
Viscount Canning,
 &c. &c.

Enclosure 2 in No. 38.

Mr. Rothery to the Lords Commissioners of the Treasury.

Stratford Place, February 15, 1845.

MAY IT PLEASE YOUR LORDSHIPS,

IN obedience to your Lordships' commands, I have perused and considered the documents herewith returned, consisting of—

A letter from Lord Canning, dated the 9th of October last, transmitting copy of a note from Mr. Everett, the American Minister at this Court, dated the 1st of that month, together with the following enclosures therein referred to respecting the American vessels "Tigris" and "Seamew," namely:

Affidavit of Vernon Brown and N. F. Frothingham, ship-brokers, of Boston,

stating, that 30 dollars per day for the demurrage of the "*Tigris*," and 40 dollars per day for the "*Seamew*," was reasonable and fair; sworn 1st of April, 1843;

Affidavit to a similar effect by William H. Neal, and Nathaniel L. Rogers, of Salem, merchants; sworn the 12th of July, 1841;

[These two documents are in substance and effect precisely similar to those previously transmitted by the owners, and forwarded by Mr. Everett, at the time the amount of indemnification was under consideration by Mr. Hillard and myself; and there is nothing of a new character or description in either of these documents.]

Certificate of Joao Barbosa Paiva and Ernesto de Lippels, of the island of St. Thomas, on the west coast of Africa, merchants, dated the 19th of August, 1843, stating, that Captain Frye, of the "*Tigris*," had bargained with Joze de Castro Rosa Mattos, of that place, for 50,000 lbs. of coffee; and that Captain Frye was to return and ship such coffee on board his ship for America, but did not return, owing to his vessel having been taken by a British cruiser; that upon Captain Frye's return, in September 1841, he found the said Mattos dead, that there was no coffee, and that it was doubtful whether he could obtain from the heirs, coffee enough to pay interest on the said debt;

Certificate of the said Ernesto de Lippels, dated the 18th of August, 1843, stating, that Captain Frye had bargained with him for 100 tons of dyewood, called barwood; but that owing to the "*Tigris*" being detained by a British cruiser, he did not fulfil his contract, in returning at the time agreed, whereby the owners of the vessel lost the profit and advantage which might have resulted; Lippels having considered himself free from any obligation to deliver the wood, on account of the failure on the part of the Captain to fulfil the stipulations of the contract;

Declaration, without date, of Joao Barbosa Paiva, of the island of St. Thomas, stating, that the contents of the certificate of himself and Ernesto de Lippels were true, but that he did not know the number of pounds of coffee, being more or less;

Declaration of Ernesto Matthias Lippels, of the island of St. Thomas, stating, that the contents of these certificates were the pure truth;

Declaration of Francisco Alves de Brito, stating, that he had been in the port of Ambriz on the 6th of October, 1840, and had bargained with Captain Frye for sundry goods; dated the 6th of October, 1840;

Certificate of Senhors Antonio Flores, F. T. de Miranda, Arcenio P. P. de Carpo, and M. F. Alves de Brito, merchants, of Loanda, stating the prices of goods at that place in October 1840; dated the 10th of October, 1843.

Your Lordships were pleased, at the time you directed these papers to be transmitted to me, to desire that I would enter into communication with Mr. Maris, for the purposes stated in Viscount Canning's before-mentioned letter, dated the 9th of October last, wherein his Lordship refers to my two reports to your Lordships dated the 28th and 29th of July, 1843, stating, amongst other things, that I had agreed with Mr. Hillard, that 1,206*l.* 19*s.* 3*d.* was the proper sum to be granted as compensation in the case of the "*Tigris*," and 1,452*l.* 19*s.* in the case of the "*Seamew*;" and Lord Canning then says, that in pursuance of those reports, and further correspondence, Lord Aberdeen, on the 20th of August, 1843, addressed a note to Mr. Everett, acquainting him with the agreement said to have been come to between myself and Mr. Hillard, and informing him, that the sums above-mentioned would be paid to him by the Paymaster of Civil Services; but that Mr. Everett, in a note dated the 13th of November following, stated, that Mr. Hillard had not been authorized to compromise the claims in these cases, by accepting, on behalf of the owners, or of the United States Government, any sum less than the full amount claimed; and that he himself had not that power, and could not of course confer it on Mr. Hillard; and that the owners of the "*Tigris*" and "*Seamew*" had sent to Africa, for further evidence in support of certain items of their claims which had been objected to; and Mr. Everett requested, that such evidence might be considered, and that instructions might be issued for the further examination of the claims in question, with the assistance of the additional evidence furnished; and also, that in consequence of Mr. Hillard's removal from London, he had authorized Mr. Andrew Maris to confer with the gentleman to whom this duty might be entrusted on behalf of Her Majesty's Government.

Lord Canning then requests, that directions might be given to me to put myself in communication with Mr. Maris, with the view of coming, if possible, to an

understanding with that gentleman as to the amount of compensation, in all particulars, which we might jointly recommend to Her Majesty's Government to pay on the one hand, and to the United States Government to accept on the other; and he then proceeds to observe, that although neither Mr. Maris nor the United States Envoy himself were authorized to accept definitively any sum short of the total amount claimed in these cases, yet Her Majesty's Government did not doubt, that Mr. Everett would recommend to his Government to abide by the recommendation of Mr. Maris, and that these long-pending cases might then be finally and amicably settled; but that if there should be any items of these claims on which Mr. Maris and myself were unable to agree, Lord Aberdeen wished that I should be instructed to report first, the several points on which we have agreed; and secondly, those on which we have been unable to do so, and my reasons for differing in opinion from Mr. Maris.

In pursuance of these directions, I have had several interviews with Mr. Maris, and have now the honour to report, that upon our first discussing the subject I found that Mr. Maris was not disposed to consider, as I did, that our duties were to be confined to ascertain the effect produced by this new or additional evidence, and whether we should be warranted in making a further allowance in any of the specific items therein mentioned, and respecting which there might have been a defect of proof in the former evidence; but he stated, that he did not so understand the subject, and contended, that all the items in the account as originally claimed by the American owners, were to be reconsidered, whether the new evidence related to the items or not.

Upon this, I assured Mr. Maris, that if he would adopt my course of proceeding, namely, first to discuss this new evidence, and endeavour to come to some understanding as to whether there were any additional facts proved, sufficient to warrant us in making any alteration in the items therein mentioned, that I would then hear all he had to say with regard to the other items, although, as I told him, I considered the amount had already been settled and agreed to between Mr. Hillard and myself.

I adopted this course, because I was anxious to hear everything Mr. Maris had to say, being persuaded that Her Majesty's Government would be desirous to grant a just and proper indemnity to the parties; and if he could convince me that any error had been committed in the agreement with Mr. Hillard, I would most willingly rectify such error.

Proceeding upon this principle, the first point we discussed related to 100 tons of barwood, which the Master of the "*Tigris*" stated he had contracted for at St. Thomas, and intended to ship on board his vessel, if she had not been seized, and for which the owners of the "*Tigris*" had claimed the difference between 13 dollars a ton, the amount stated by the Master as the purchase price, and 50 dollars per ton, the amount which the owners say, it would have sold for in America, and which claim amounts to 3,700 dollars, or about 750*l.* sterling.

Your Lordship will at once perceive, that this claim is for a supposed profit upon 100 tons of barwood, which the Master states he had contracted for. I contended, that no contract, however, was ever transmitted by the owners; and as for the further evidence, as it was termed, it was not evidence that would seriously be considered as legally establishing any such claim—it was not on oath, and was merely a certificate that the Master had bargained for this barwood, without stating even the price that was to have been given for it; and I further contended, that this demand could not be considered as an actual loss, but the loss of a supposed profit upon a remote speculation, which the Master might or might not have been able to carry into effect; for that he had quitted St. Thomas, and had gone with his ship to barter the remainder of his cargo on the coast; and that, considering the uncertainty of mercantile speculations in that part of the world, he might not have been able to have enforced the delivery of this wood, even if he had returned again to St. Thomas; and that the whole claim was founded upon mere conjecture; added to which, as the vessel had such a considerable quantity of ivory and coffee on board, it did not clearly appear that this small vessel could have taken on board this additional quantity of barwood.

I entreat your Lordships to peruse the evidence which is now produced on this point. It is, as I have just observed, nothing more than a mere certificate, and is not supported by any other testimony whatever.

I observed to Mr. Maris, that if there really had been any contract with the owner of this wood, that the Master of the "*Tigris*" had run no risk, he had

paid no money whatever; and using the same arguments that I had with Mr. Hillard, that even if there had been clear and satisfactory proof of a valid contract for the purchase of this barwood, yet that the owners had only a right to claim the amount of freight that they would have had to pay, in the event of its having been sent to America in another vessel than in the "*Tigris*;" and that it was much to be doubted whether the "*Tigris*" was ever intended to carry this wood, for she had not only a considerable quantity of coffee, and other articles of African produce on board, but the Master repeatedly states it to have been his intention to have bartered the other parts of his cargo for coffee. And I further observed, that if the American Master considered this wood to have been so good a bargain, or that he was bound to take it, it was his duty, before he left that coast, to have written to the agents of his owners, or to the person of whom he had purchased it, desiring him to forward the same in one of the ships belonging to Messrs. Brookhouse and Hunt, or, if there were none of their vessels then on the coast, to have sent the same to America in some other vessel; and that although no money had been advanced, I should have considered that the amount of such freight might probably be allowed against Her Majesty's Government. I then stated, that I thought that the American Master ought to have told the captor, particularly when he found that he was going to be sent to Salem, his port of destination, that there were 100 tons of barwood at St. Thomas, that he had purchased, and was desirous of taking with him to America, as there could then be no doubt, that if the "*Tigris*" had sufficient room for this 100 tons of barwood, the captor, or prize master, would have allowed him to take it on board; and, as I told Mr. Maris, I was induced to consent to the American owners being allowed the sum of 150*l.*, as full compensation either for freight or otherwise for this barwood, at the solicitation of Mr. Hillard, and by way of finally concluding the whole amount due to the owners of the "*Tigris*" for the seizure and detention of that vessel.

Mr. Maris strongly contended that the whole of the demand of 3,700 dollars (750*l.* sterling) should be allowed, and urged, that the owners had not charged enough, for that barwood was much higher in London and Liverpool than the owners had charged for it; and it was in vain for me to contend, that the prices in London or Liverpool had nothing whatever to do with the subject, as the barwood in question was not to be delivered at either of those ports, but at Salem, in America; and if the owners had a right to be paid the value of this article at its market, it must be the price at Salem, which must have been well known to the American owners, and which they stated to be 50 dollars per ton; and I observed that this charge was outrageously extravagant, it being for the gross amount that 100 tons of wood would have been sold for at the port of delivery, estimating it at the then market price, without reference to the great probability, that if such a quantity had been all at once thrown upon the American market, the price would no doubt have been much reduced; and further, that the owners had only set off against this gross amount of supposed proceeds, the sum they stated they were to pay for it at St. Thomas, and have not deducted anything for expenses of shipping the wood at St. Thomas, the damage and deterioration of it during the voyage, the expenses of its conveyance to, and landing it in America, storage, rent, the expenses of sale, &c. all which must necessarily have been incurred if the barwood had been delivered and paid for, besides the loss of capital from the time of payment until the sales were completed, as also risks and expenses of other descriptions.

Mr. Maris then stated, he would allow 2½ per cent., to cover all of three expenses; this would amount to 18*l.* 15*s.*; and upon my observing that it was truly ridiculous to think of accomplishing all that was necessary to convert 100 tons of barwood, lying at St. Thomas, into cash at Salem, in America, for 18*l.* 15*s.*, he said, that he thought the parties entitled to the full amount they had charged, but that if the matter was to be compromised, he would, instead of claiming the 600*l.* before disallowed, deduct 50*l.*, say for expenses of shipping, deterioration during the voyage, &c. and would recommend 550*l.* to be accepted. Now this does appear to me to be quite unreasonable, particularly as this new evidence does not, in my opinion, entitle the owners to 1*s.* more than was formerly proposed to be allowed, under the circumstances mentioned in my report to your Lordships, dated July 20, 1843, and to which I beg leave to refer.

I have entered more fully upon this point respecting the barwood, it being the only item in the account of the "*Tigris*" upon which new evidence has been given.

We then proceeded to discuss the 7th item of the "*Seamew*," which is relative to certain goods sold at St. Helena by the Master, consisting principally of 230 barrels of flour, and 85 barrels of bread, and which the Master said did not realize so large a sum as if sold at Ambriz, on the coast of Africa; and for this supposed loss of market at Ambriz, Messrs. Brookhouse and Hunt claim the enormous sum of 4,341½ dollars, equal in sterling to about 900*l*. In lieu of this sum, Mr. Hillard and myself considered that 100*l*. sterling was sufficient to indemnify the owners; and such sum was accordingly allowed.

It is necessary to state, that it appeared from the affidavits and papers first sent to the Government in support of this claim, that the Master of the "*Seamew*" had, previous to the capture, been twice to St. Thomas', and had each time sold part of his cargo there, and from thence twice to Ambriz, where he had sold other parts of his cargo; that upon his last return to Ambriz, where he had agreed to sell part of his remaining goods, he was seized and carried to St. Helena, and then released, at which place the Master stated he was obliged to sell, at great loss, among other goods, 230 barrels of flour and 85 barrels of bread, the former having sold at about 9 dollars per barrel, whereas, as he said, he could have obtained 20 dollars per barrel at Ambriz, and therefore a claim was made of 11 dollars per barrel on the flour and 3 dollars per barrel on the bread, for the loss of market, in consequence of his having been obliged to sell goods at St. Helena instead of Ambriz.

When this matter was discussed between Mr. Everett and myself, and afterwards with Mr. Hillard, I had obtained satisfactory information as to the market price at which the flour and bread had been shipped in America, and had ascertained, from the printed Price Currents, that the flour cost about 4 dollars per barrel, and the bread at, or probably under, 3 dollars per barrel; and as the former had sold at St. Helena for 9 dollars per barrel, and the latter for 5 or 6 dollars, that such sales had realized upwards of 100 per cent. profit to the owners; and I had also ascertained, from the best source I could, that the prices obtained at St. Helena for the goods equalled the price that the Master could have obtained for them at Ambriz, particularly if so large a quantity of flour and bread had been thrown on the African market in a short space of time; and I contended for a length of time with Mr. Hillard, that the owners were not justly entitled to anything whatever, for that they had not given any satisfactory evidence to establish what the Master had obtained for similar articles sold by him at St. Thomas, or at Ambriz, no other places having been specified in the evidence then produced.

I may here observe, that after I had stated to Mr. Everett and Mr. Hillard my objections to the sum charged for this and the other items in the accounts demanded, such observations were in detail transmitted to Messrs. Brookhouse and Hunt, who replied thereto in the second series of evidence and observations, officially transmitted by Mr. Everett to the Earl of Aberdeen, in his note dated May 9, 1843, replying *seriatim* to the objections I had previously made to Mr. Everett and Mr. Hillard; and I could not help then observing, that as these two vessels had been captured in the year 1840, and the owners had made their claim, and sent in voluminous statements and evidence in support thereof, that they ought not to have been permitted, in the year 1843, to have made out a different statement, and to bring forward evidence of a different character to what they had at first represented on oath; but so it was, for although neither the ports of Benguela or Loanda appeared in the evidence and papers first forwarded by the owners, your Lordship will find, that in the second series of evidence transmitted by Mr. Everett to the Earl of Aberdeen, in his note dated May 9, 1843, that it is there stated, for the first time, to have been the intention of the Master to have gone to Benguela; and now, by the third series of evidence, transmitted in Mr. Everett's note to the Earl of Aberdeen dated the 1st of October last, the owners claim the market price of the goods at Loanda.

The following is an extract from the second series of evidence furnished by Messrs. Brookhouse and Hunt, namely:

"7. Damages; loss of Markets, 1.

"There seems to be an error in our documents claiming difference between

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the price at St. Helena and Ambriz, it should have been between the prices at St. Helena and Loanda, and Benguela, the ports to which the 'Seamew' was bound when seized. We acknowledge St. Helena as a better market for flour than Ambriz." And then afterwards they say, "The error was in drawing up the papers, and not discovered when signed by the Captain."

In the second series of evidence to which I have alluded, Messrs. Brookhouse and Hunt annex a certificate, which they say Captain Briant, the Master of the "Seamew," obtained on the 14th March, 1841, the day it bears date; and in this certificate it is stated by Manoel Joaquim Turo and others, that the damage sustained by the owners was occasioned by the Master not being allowed to proceed to Benguela in November, which had been his intention.

The only document in the third series, or new evidence, as it has been called, applying to this question, is the last paper therein mentioned, and is merely a certificate (not on oath) of F. A. Flores, and others, merchants of Loanda, dated the 16th of October, 1843, stating, that the prices of the under-mentioned goods at that place were, in October 1840, as follows:—

Wheat flour,	20 milreas per barrel ;
Bread	. 12 "

The prices of other articles are also stated; but it is only necessary to mention these two items of flour and bread, those articles comprising the greatest part of the owners' demands.

So that, by the evidence first produced, Ambriz was the only port named where the remainder of the cargo was to be sold. In the second series, the certificate produced shows that Benguela was to have been the port whither the Master intended to proceed; and now a certificate of the prices at Loanda is produced, as if this was to have been the port at which the goods were to be sold, and the market price at this port has been strongly contended for by Mr. Maris.

Taking the whole of these circumstances into consideration, I did not consider the owners entitled to more than Mr. Hillard and myself had agreed to, particularly as I found there was not the remotest idea of any moderate sum being proposed by Mr. Maris, who throughout contended that the whole of the disallowances should be granted; observing, however, that if I would consent to 700*l.* more being paid to this item of loss of market, he would recommend that sum to be accepted; this, however, I declined to accede to.

The claim for the estimated profit on the barwood, and that for the loss of market for the goods sold at St. Helena, are the only two points upon which this new, or third, series of evidence extends; and I confess that it does not appear to me that in either of them the owners have established any claim for additional allowance.

Mr. Maris then proceeded to observe upon the smallness of the allowance for interest, which he said ought to have been 6 per cent. instead of 4 per cent.; for that it was the invariable custom in Massachusetts, as well with the Government, as with individuals, to allow 6 per cent. interest, and that less could not be agreed to. I told him, such interest never had been given, and I was sure would not be conceded in these instances; he, however, would not recommend any less sum to be taken.

We then proceeded through the remainder of the accounts in both ships, beginning with the first item of the account in the "*Tigris*," being for the charge of demurrage, and he produced to me three original charter-parties of three other American vessels, to prove that the charges made by the owners of the "*Tigris*," and "*Seamew*" for demurrage were not excessive; but as these documents did not, in my opinion, establish that fact, I could not recommend any increase to the sums formerly allowed.

We afterwards took *seriatim* each of the other items; and after hearing Mr. Maris upon each of them, I was not disposed to alter the amount previously agreed to between Mr. Hillard and myself; and the result is, that he says, he considers the parties entitled to the whole amount they have claimed, although if a compromise were to be entered into, he should recommend Mr. Everett to receive the following sums, in addition to the former sums allowed.

"Tigris."

1. Demurrage formerly disallowed, 432*l.*
Mr. Maris claims an additional allowance of 21*l.*
2. Interest 4 per cent allowed.
Mr. Maris claims 6 per cent.
3. Insurance wholly disallowed.
Agreed to by the owners, as hereafter shown.
4. Interest 4 per cent. allowed.
Mr. Maris claims 6 per cent.
5. Freight on coffee, allowed.
6. Barwood 600*l.*, disallowed.
Mr. Maris claims an additional allowance of 550*l.*
7. & 8. Damages of being prevented selling goods at Ambriz 130*l.*, disallowed.
Mr. Maris claims an additional allowance of 50*l.*
Mr. Hanson's claim also to be increased.

"Seamew."

1. Demurrage disallowed of 591*l.* 13*s.* 4*d.*
Mr. Maris claims an additional allowance of 232*l.* 10*s.*
2. Damage to ship disallowed 104*l.* 13*s.* 4*d.*
Mr. Maris claims an additional allowance of 52*l.* 6*s.* 8*d.*
3. Coffee destroyed at St. Helena disallowed, 140*l.*
Mr. Maris claims an additional allowance of 100*l.*
4. Damage to coffee mill, allowed.
5. Interest allowed at 4 per cent.
Mr. Maris claims 6 per cent.
6. Insurance wholly disallowed.
Agreed to by the owners, as hereafter shown.
7. Difference for goods sold at St. Helena 775*l.*, disallowed.
Mr. Maris claims an additional allowance of 700*l.*
- 8, 9, & 10 Interest allowed at 4 per cent.
Mr. Maris claims 6 per cent.
11. Wages of two clerks disallowed, 140*l.*
Mr. Maris claims an additional allowance of 60*l.*
The Master of the "Seamew" also claimed, for his personal detention 220*l.*; he was allowed, besides demurrage of his vessel, the sum of 50*l.*, and 170*l.* disallowed.
Mr. Maris claims a further allowance of 55*l.*

In going through the accounts, Mr. Maris frequently gave me to understand, that Mr. Everett had stated to him, that he did not feel himself authorized to make any deduction whatever from the amount demanded by the owners, and therefore, that he, Mr. Maris, could not make any. I told him in the first instance, that, if that was the case, it was not the least use our continuing to entertain the subject, for that it was monstrous to contend, that because these American owners had claimed a certain amount, that therefore they were to be their own judges as to that amount being proper to be paid by the British Government. He repeatedly stated, that he knew Messrs. Brookhouse and Hunt very well; that they were very honest men; and that he was sure they would not charge more than they were justly entitled to; and then, that he had looked through the accounts carefully, and did not hesitate to say, that if he had made them up, he should have increased the amount considerably.

I could not but remark upon the very erroneous principle for which he contended, that because an amount had been charged, and therefore it must be allowed; and adduced the great experience I had had in having settled some hundred cases of indemnification for improper seizures of foreign vessels and their cargoes, and said that I never knew an instance where the demands, whether of British or of foreign merchants, did not considerably exceed what the parties were justly entitled to, particularly if the amount were to be paid by the British Government; and that

I considered it to have been highly improper in Messrs. Brookhouse and Hunt to have charged the sum of 780 dollars, equal in sterling to about 163*l.* 15*s.*, in the "*Tigris*," and 1,072 dollars, equal in sterling to about 223*l.* 8*s.* in the "*Seamew*," for premiums of insurance on these two vessels, as if the same had been actually effected, and the premiums for such insurance paid, although no insurance had ever been effected in either case, or had they ever paid 1*s.* So strenuous however was Mr. Maris to uphold their claim, and support the determination of the American Minister of not making any reduction from the amount demanded, that he contended, that even these sums for insurance, though not effected, ought to be allowed.

The following extract, however, from the observations of Messrs. Brookhouse and Hunt, forming part of the second series, and transmitted by Mr. Everett in his note to the Earl of Aberdeen dated the 9th of May, 1843, containing their reply to what had previously passed between Mr. Everett and myself on this point, will, I trust, put this matter at rest.

"3. Insurance.—This item is peremptorily objected to, on the ground that the British Government were the insurers during the time of seizure and detention. We acknowledge the force of the objection, though had the vessel been lost on her passage, we might have found it difficult to have recovered insurance."

In conclusion, I beg to observe, that Mr. Maris made great complaints as to the indemnification not being paid; when I replied, that the delay from August 1843, was entirely the fault of the owners, for that the seizures having been made in 1840, the owners ought to have been prepared with all the evidence to support their claim, when their amounts and documents were forwarded by the American Minister to Lord Aberdeen, on the 29th of March, 1842; that the accounts were referred, by direction of your Lordships, for me to arrange the amount with Mr. Everett, on the 13th of December, 1842; that the settlement was, however, kept back until the owners had sent a second series of evidence and documents, transmitted by Mr. Everett to the Earl of Aberdeen on the 9th of May, 1843; and that the Earl of Aberdeen, on the 28th of August, 1843, addressed a note to Mr. Everett, acquainting him, that directions had been given to the Paymaster of Civil Services to pay, in the case of the "*Tigris*," the sum of 1,206*l.* 19*s.* 3*d.*, and 1,452*l.* 19*s.* in the case of the "*Seamew*," that these sums included interest made up to the 1st of August, 1843, at which period Mr. Hillard and myself considered that the monies might be payable, and be received, either by the agent of Messrs. Brookhouse and Hunt, the owners, or by the American Minister for their use; and that consequently there had been no delay on the part of Her Majesty's Government.

All which, &c.

(Signed) W. ROTHERY.

No. 39.

Mr. Pakenham to the Earl of Aberdeen.

Washington, February 26, 1845.

(Received March 18.)

MY LORD,

I HAVE the honour herewith to enclose printed copies of a Message lately sent by the President of the United States to Congress, upon the subject of the Slave Trade.

Your Lordship will perceive, that while the President acknowledges and laments that there are to be found citizens of the United States who, in violation of the laws of their own country, take a part in Slave Trade speculations, he endeavours to establish the belief, that in lending themselves to such immoral practices, they are but the instruments or accomplices of British subjects more guilty than themselves; in fact, that the blame of such criminal transactions is principally attributable to England, and to the policy adopted by Her Majesty's Government, which

he is pleased to consider as calculated, "by enlisting large interests in favour of the Slave Trade," rather to perpetuate that trade than to suppress it.

I have, &c.
(Signed) R. PAKENHAM.

The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.

Enclosure in No. 39.

President's Message to the Senate and House of Representatives of the United States.

Washington, February 19, 1845.

I TRANSMIT herewith, for the information of Congress, copies of certain Despatches recently received from Mr. Wise, our Envoy Extraordinary and Minister Plenipotentiary at the Court of Brazil, upon the subject of the Slave Trade; developing the means used, and the devices resorted to, in order to evade existing enactments upon that subject.

Anxiously desirous as are the United States to suppress a traffic so revolting to humanity, in the efforts to accomplish which they have been the pioneers of civilized States, it cannot but be a subject of the most profound regret, that any portion of our citizens should be found acting in co-operation with the subjects of other Powers, in opposition to the policy of their own Government; thereby subjecting to suspicion, and to the hazard of disgrace, the flag of their own country. It is true that this traffic is carried on altogether in foreign ports, and that our own coasts are free from its pollution; but the crime remains the same, wherever perpetrated; and there are many circumstances to warrant the belief that some of our citizens are deeply involved in its guilt. The mode and manner of carrying on this trade are clearly and fearlessly set forth in the accompanying documents; and it would seem that a regular system has been adopted for the purpose of thwarting the policy, and evading the penalties, of our laws. American vessels, with the knowledge, as there are good reasons to believe, of the owners and Masters, are chartered, or rather purchased, by notorious slave dealers in Brazil, aided by English brokers and capitalists, with this intent. The vessel is only nominally chartered at so much per month, while, in truth, it is actually sold, to be delivered on the coast of Africa, the charter party binding the owners, in the meantime, to take on board, as passengers, a new crew in Brazil, who, when delivered on the coast, are to navigate her back to the ports of Brazil with her cargo of slaves. Under this agreement, the vessel clears from the United States for some port in Great Britain, where a cargo of merchandize, known as "coast goods," are designed especially for the African Trade, is purchased, shipped and consigned, together with the vessel, either to the slave dealer himself, or to his agents or accomplices in Brazil. On her arrival, a crew is put on board as passengers, and the vessel and cargo consigned to an equally guilty factor or agent on the coast of Africa, where the unlawful purpose, originally designed, is finally consummated. The merchandize is exchanged for slaves—the vessel is delivered up—her name obliterated, her papers destroyed, her American crew discharged, to be provided for by the charterers, and the new or passenger crew put in command, to carry back its miserable freight to the first contrivers of the voyage, or their *employées* in Brazil.

During the whole progress of this tortuous enterprise, it is possible that neither the American crew originally enlisted, nor the passenger crew put on board in the Brazilian ports, are aware of the nature of the voyage; and yet it is on these, principally ignorant, if not innocent, that the penalties of the law are inflicted; while the guilty contrivers, the charterers, brokers, owners, and Masters—in short, all who are most deeply concerned in the crime and its rewards, for the most part escape unpunished.

It will be seen, from the examinations which have recently taken place at Rio, that the subjects of Her Britannic Majesty, as well as our own citizens, are deeply implicated in this inhuman traffic. British factors and agents, while they supply

Africa with British fabrics in exchange for slaves, are chiefly instrumental in the abuse of the American flag; and the suggestions contained in the letter of Mr. Wise (whose judicious and zealous efforts in the matter cannot be too highly commended), addressed to Mr. Hamilton, the British Envoy, as to the best mode of suppressing the evil, deserve your most deliberate consideration, as they will receive, I doubt not, that of the British Government.

It is also worthy of consideration, whether any other measures than those now existing, are necessary to give greater efficacy to the just and humane policy of our laws, which already provide for the restoration to Africa of slaves captured at sea by American cruizers. From time to time provision has been made by this Government for their comfortable support and maintenance during a limited period after their restoration; and it is much to be regretted, that this liberal policy has not been adopted by Great Britain. As it is, it seems to me, that the policy it has adopted, is calculated rather to perpetuate than to suppress the trade, by enlisting very large interests in its favour. Merchants and capitalists furnish the means for carrying it on; manufactures for which the negroes are exchanged, are the products of her workshops; the slaves, when captured, instead of being returned back to their homes, are transferred to her colonial possessions in the West Indies, and made the means of swelling the amount of their products, by a system of apprenticeship for a term of years; and the officers and crew who capture the vessel, receive on the whole number of slaves so many pounds sterling *per capita*, by way of bounty.

It must be obvious, that while these large interests are enlisted in favour of its continuance, it will be difficult, if not impossible, to suppress the nefarious traffic, and that its results would be in effect but a continuance of the Slave Trade, of another and more cruel form; for it can be but a matter of little difference with the African, whether he is torn from his country and transported to the West Indies, as a slave, in the regular course of the trade, or captured by a cruizer, transported to the same place, and made to perform the same labour under the name of an apprentice; which is at present the practical operation of the policy adopted.

It is to be hoped, that Her Britannic Majesty's Government will, upon a review of all the circumstances stated in these Despatches, adopt more efficient measures for the suppression of the trade, which she has so long attempted to put down, with, as yet, so little success, and more consonant with the original policy of restoring the captured African to his home.

(Signed) JOHN TYLER.

No. 40.

The Earl of Aberdeen to Mr. Pakenham.

SIR,

Foreign Office, May 12, 1845.

I HEREWITH transmit to you a copy of a Despatch, and of its enclosure, which I have recently received from Her Majesty's Commissioners at Sierra Leone, containing their report upon Slave Trade for the year 1844.

You will communicate these papers to the Government of the United States, for their information, especially as regards the share which United States vessels have in the trade.

I am, &c.
(Signed) ABERDEEN.

The Right Hon. R. Pakenham,
&c. &c.

Enclosure in No. 40.

The Sierra Leone Commissioners to the Earl of Aberdeen, December 31, 1844.

(See Class A., No. 5 page 3.)

No. 41.

*Mr. Pakenham to the Earl of Aberdeen.**Washington, April 28, 1845.**(Received May 14.)*

MY LORD,

WITH my Despatch, marked Slave Trade, of 26th February last, I had the honour to transmit a copy of a Message from the President of the United States to Congress, on the subject of the Slave Trade.

The correspondence communicated to Congress with the Message had not at that time been published; I have now the honour to transmit copies of h Message and accompanying documents complete.

Many of these papers will, of course, have already been forwarded to your Lordship, by Her Majesty's Minister at Rio de Janeiro; but others, such as the Despatches of the American Minister at Rio to his Government, and his correspondence with the American Consul, and other persons, on the subject of the Slave Trade, may not perhaps have yet reached your Lordship.

I have, &c.

(Signed)

R. PAKENHAM.

The Right Hon. the Earl of Aberdeen, K.T.

&c.

&c.

&c.

 Enclosure in No. 41.

Message from the President of the United States, transmitting copies of Despatches from the American Minister at the Court of Brazil, relative to the Slave Trade, &c.

February 20, 1845.

Read, and referred to the Committee on Foreign Affairs.

 To the Senate and House of Representatives of the United States.
Washington, February 20, 1845.

I TRANSMIT herewith, for the information of Congress, copies of certain Despatches recently received from Mr. Wise, our Envoy Extraordinary and Minister Plenipotentiary at the Court of Brazil, upon the subject of the Slave Trade, developing the means used, and the devices resorted to, in order to evade existing enactments upon that subject.

Anxiously desirous as are the United States to suppress a traffic so revolting to humanity, in the efforts to accomplish which they have been the pioneers of civilized States, it cannot but be a subject of the most profound regret, that any portion of our citizens should be found acting in co-operation with the subjects of other Powers, in opposition to the policy of their own Government, thereby subjecting to suspicion and to the hazard of disgrace, the flag of their own country. It is true, that this traffic is carried on altogether in foreign parts, and that our own coasts are free from its pollution; but the crime remains the same, wherever perpetrated; and there are many circumstances to warrant the belief, that some of our citizens are deeply involved in its guilt. The mode and manner of carrying on this trade are clearly and fearlessly set forth in the accompanying documents; and it would seem, that a regular system has been adopted for the purpose of thwarting the policy, and evading the penalties, of our laws. American vessels, with the knowledge, as there are good reasons to believe, of the owners and Masters, are chartered or rather purchased, by notorious slave dealers in Brazil, aided by English brokers and capitalists, with this intent. The vessel is only nominally chartered at so much per month while, in truth, it is actually sold, to be delivered on the coast of Africa; the charter-party binding the owners, in the meantime, to take on board,

as passengers, a new crew in Brazil, who, when delivered on the coast, are to navigate her back to the ports of Brazil, with her cargo of slaves. Under this agreement, the vessel clears from the United States for some port in Great Britain, where a cargo of merchandize, known as "coast goods," and designed especially for the African trade, is purchased, shipped, and consigned, together with the vessel, either directly to the slave dealer himself, or to his agents or accomplices in Brazil. On her arrival, a new crew is put on board, *as passengers*, and the vessel and cargo consigned to an equally guilty factor or agent on the coast of Africa, where the unlawful purpose, originally designed, is finally consummated. The merchandize is exchanged for slaves; the vessel is delivered up; her name obliterated; her papers destroyed; her American crew discharged, to be provided for by the charterers; and the new, or *passenger* crew, put in command, to carry back its miserable freight to the first contrivers of the voyage, or their *employées* in Brazil.

During the whole progress of this tortuous enterprise, it is possible that neither the American crew originally enlisted, nor the *passenger* crew put on board in the Brazilian ports, are aware of the nature of the voyage; and yet it is on these, principally, ignorant if not innocent, that the penalties of the law are inflicted; while the guilty contrivers—the charterers, brokers, owners, and Masters—in short, all who are most deeply concerned in the crime and its rewards, for the most part escape unpunished.

It will be seen, from the examinations which have recently taken place at Rio, that the subjects of Her Britannic Majesty, as well as our own citizens, are deeply implicated in this inhuman traffic. British factors and agents, while they supply Africa with British fabrics in exchange for slaves, are chiefly instrumental in the abuse of the American flag; and the suggestions contained in the letter of Mr. Wise, whose judicious and zealous efforts in the matter cannot be too highly commended, addressed to Mr. Hamilton, the British Envoy, as to the best mode of suppressing the evil, deserve your most deliberate consideration—as they will receive, I doubt not, that of the British Government.

It is also worthy of consideration, whether any other measures than those now existing, are necessary to give greater efficacy to the just and humane policy of our laws, which already provide for the restoration to Africa of slaves captured at sea by American cruizers. From time to time, provision has been made by this Government for their comfortable support and maintenance, during a limited period after their restoration; and it is much to be regretted, that this liberal policy has not been adopted by Great Britain. As it is, it seems to me that the policy it has adopted is calculated rather to perpetuate than to suppress the trade, by enlisting very large interests in its favour. Merchants and capitalists furnish the means of carrying it on; manufactures, for which the negroes are exchanged, are the products of her workshops; the slaves, when captured, instead of being returned back to their homes, are transferred to her colonial possessions in the West Indies, and made the means of swelling the amount of their products, by a system of apprenticeship for a term of years; and the officers and crews who capture the vessels, receive on the whole number of slaves, so many pounds sterling *per capita*, by way of bounty.

It must be obvious, that while these large interests are enlisted in favour of its continuance, it will be difficult, if not impossible, to suppress the nefarious traffic; and that its results would be, in effect, but a continuance of the Slave Trade in another and more cruel form; for it can be but a matter of little difference to the African, whether he is torn from his country, and transported to the West Indies as a slave, in the regular course of the trade, or captured by a cruizer, transferred to the same place, and made to perform the same labour, under the name of an apprentice; which is, at present, the practical operation of the policy adopted.

It is to be hoped, that Her Britannic Majesty's Government will, upon a review of all the circumstances stated in these Despatches, adopt more efficient measures for the suppression of the trade which she has so long attempted to put down, with, as yet, so little success, and more consonant with the original policy of restoring the captured African to his home.

JOHN TYLER.

Mr. Wise to Mr. Calhoun.

(Extract.)

*Legation of the United States,]
Rio de Janeiro, October 11, 1844.*

No. 3 is a copy of my letter to Her Britannic Majesty's Minister, Mr. Hamilton, touching the capture of the American brig "*Cyrus*," by a British cruizer, on the coast of Africa. Whilst the Captain of this brig (Captain Dumas) was making his protest, and taking the depositions of witnesses before the United States Consul, the British Consul intimated to him, in my presence, that there were rumours of facts which would, perhaps, invalidate the statements of himself and his witnesses, and which would tend to convict him of the offences of the Slave Trade. This at once suggested to me the view of the case, that, if Captain Dumas was guilty, he ought to be convicted; and none would be more ready, or likely to succeed in furnishing whatever evidence there was to be found here against him, than the British Authorities; and, if he was an innocent and lawful trader, who had been searched and captured as he described, he was entitled to have his case strengthened, by giving due notice to the British Authorities here, so that they might have the opportunity to take other testimony, or cross-examine his witnesses, (who were all in this port,) and so that the British Government should not hereafter have it in its power to plead that they could or might have proved the contrary of Captain Dumas's statements by witnesses in this port at the time. I myself am fully convinced, that the case was one of great outrage upon the flag and commerce of the United States, in any and every aspect in which it can be viewed. If I understand the position taken by our Government, it is, that the flag of the United States shall be positive protection to their own vessels; and that, if any Power attempts to exercise the authority to search a vessel sailing under that flag, it must be at its peril. That is to say, if the vessel belongs to the United States, and is under their flag, it is, under any circumstances, even when there are slaves themselves found on board, a case for reparation. If the vessel belongs not to the United States, or be under false colours, it is a case of which the United States will not take cognizance. The Earl of Aberdeen, as I understand, yields the point, that where the vessel is found, on visit, (which means, practically, the act of search,) to belong to the United States, even though she have slaves on board, the British Government, or cruizer, will not pretend to the right of interfering with her. The United States insist, that they shall not search to find out whether the vessel be a vessel of the United States or not; and, if they do, and the vessel does belong to their flag, whether slaves be found on board or not, they shall be held answerable. The suspicions, then, respecting Captain Dumas, whether groundless or not, would not affect the case of a violation of our flag; for it is not pretended that the "*Cyrus*" was not a vessel belonging to the United States, and sailing under their flag. As between Great Britain and the United States, a wrong, at all events, has been perpetrated by the armed force of the former upon the flag of the latter. As between Captain Dumas and the United States, he may, or may not, be a culprit under *their* laws; but Great Britain had no right to exercise any authority whatever over him or his vessel. As soon, therefore, as Mr. Gordon could copy and enclose to me the papers, I addressed my letter to Mr. Hamilton, enclosing to him copies of the papers now sent to the Department. He has since expressed to me his thanks for so doing, and said he would forward my communication to his Government. I have not heard since of any attempt to justify the capture of the "*Cyrus*." I trust that a case so flagrant will not be overlooked by the United States.

No. 4 is a correspondence with our Consul, Mr. Gordon, and with the British Minister, Mr. Hamilton, touching the case of the brig "*Sooy*." In the early part of September last, whilst on board the "*Congress*" frigate, in this port, my attention was called to a brig, evidently of American construction, and reported to be a vessel of the United States, then lately captured, and brought in here under a British prize flag. In pulling from the frigate to the shore, I caused the boat to be hauled under the stern of the brig, which I found to have plainly lettered upon it the names "*'Sooy,' Newport.*" Having, on Monday, the 16th of September, to call upon Mr. Franca, at the Foreign Office, I took occasion to mention the fact to him, and that it was also rumoured, that this vessel was captured in the waters of Brazil: the United States were interested to know whether this vessel belonged to their flag; if so, what were the pretexts of her capture; and whether such captures were permitted by this Government to Great Britain, or any other Powers.

CLASS D.

He replied, that mine was the first information he had on the subject; and he would immediately enquire, and act according to the circumstances of the case. On the 19th of September, Mr. Gordon, our Consul, addressed to me a letter; and on the 21st of September, I addressed to Mr. Hamilton a letter, of which the enclosed (marked A. and B.) are copies. Mr. Hamilton called immediately upon me in person. He at first intimated, that he could communicate with me *officially*. It would not be "diplomatic." I did not remind him that he had reversed that position when he addressed my predecessor (Mr. Proffit) directly on a similar subject lately; but replied, that my letter to him stated its *bonâ fide* objects, and that the information called for was all I asked; and it mattered not in what character he gave it, so it came from him. He then very promptly showed me a number of papers found on board the "*Sooy*"—most in Portuguese, a few in English, which in no view whatever implicated any citizen of the United States, but which pretty clearly showed the vessel was a slaver; that she was then owned by Brazilians; belonged to the port of Bahia; and was captured within the maritime jurisdiction of Brazil. He further showed me a letter from Mr. França, making reclamation of the vessel; and admitted that, under his instructions from the British Government, he would be obliged to give her up. Since then Mr. Gordon has addressed to me two letters, of which the enclosed (C. and D.) are copies. Mr. Hamilton promised to obtain all the further information he could, and to communicate it as soon as it was received by him. During my interview with him, I took occasion, in a becoming way, to endeavour to impress upon him the conviction, that the attempt on the part of Great Britain to subject our vessels to her acts of visit or search, was, among other causes, an obstacle to the successful suppression of the African Slave Trade. The United States never could so cordially and efficiently co-operate in the benevolent work of arresting that odious traffic, so long as there was a pretence even of the right to search their vessels. The jealousy with which they would guard their rights of free navigation and commerce, would naturally and inevitably, to some extent, cover and protect illicit trade. That if the British Government would waive all claim to this right of search of United States vessels, and would no longer pay bounties of so many pounds sterling *per capita* for every re-captured African to the officers of her cruizers, and thereby remove from them the temptation to encourage actually the shipping of the slaves on the coast of Africa, in order that they may win the reward of their capture on the high seas, (which they are accused of doing;) and if the British Government would cease itself to partake, in some sense, of the Slave Trade, by carrying every captured slave into her colonies at Demerara and other places, to bind them out for a limited period of servitude, instead of restoring them to some African colony, there to be taught the arts of civilized life, in manual labour or other schools, and thence to be dispersed throughout Africa for its improvement, the attempts to suppress the Slave Trade would prove much more successful, and the roots of the evil would soon be reached in Africa herself, where they take their growth. I urged, that moral means were much preferable to physical force, and referred him to the confirmation of these views in the lately expressed opinions of the Earl of Clarendon in the British Parliament. His only reply was, that his Government had changed its place of operation, by withdrawing nearly all its force from the South American coast, and transferring it to the eastern and western shores of Africa, as explained lately by the Earl of Aberdeen in the House of Lords. This terminated our conversation, and I avoided adding (what I am sure of) that this transfer of force means nothing more, and will result in nothing less, than the destruction of all except British trade with Africa, and in a necessity for increased vigilance on the part of the United States for the protection of their vessels and crews in all the east. I submit whether, under our Treaty with England, some enquiry should not be made which will elicit information as to her mode of enslaving captured Africans in her colonies. Is it not, in fact, a part of the Slave Trade, to take them away from their own country without their consent, to bind them out under a system of apprenticeship? Are proper steps taken to guard their *identity*, and to prevent them from being enslaved for life? If they may be lawfully held in bondage for a term of five or 10 ten years, why not for 50 or 100 years, or any period beyond the duration of human life? It is openly avowed here, from various quarters, that many of these apprentices, after being bound out, are reported to be *dead* by their masters; their names are changed, and flesh marks taken out, and they are transformed into slaves for life. Has

England, under Treaties with, and pledges to the world, a right to carry on a system like this, which leads to the direct encouragement of the trade she professes to suppress, and which, by fraud and cruelty, increases its horrors, inhumanities, and crimes? But this is for me merely to suggest.

In all that I have said and done respecting any and all of these subjects, I have looked alone to the honour and interests of my country; and ask for nothing more than the approval of my own conscience, and of the Authorities appointed over me.

I am, &c.
(Signed) HENRY A. WISE.

Mr. Wise to Mr. Hamilton.

Sir, *Legation of the United States,
Rio de Janeiro, September 21, 1844.*

I enclose to you the within copies of papers communicated to me by the United States Consul at this port, and which I have forwarded to the Government of the United States, in order that your Excellency may have due notice of the testimony taken at this place in a case where damages, I presume, will be claimed of the British Government for the unlawful search, seizure, and capture of a vessel of the United States by British cruizers; and that countervailing testimony, if any, may be taken, justifying the proceedings complained of. The copies of the papers in the case are sent as soon as they could conveniently be made.

I am, &c.
(Signed) HENRY A. WISE.
His Excellency H. C. Hamilton, &c. &c.

Consulate of the United States, Rio de Janeiro.

Personally appeared before the Undersigned, Consul of the United States, Peter I. Do Coultto, who, being duly sworn upon the Holy Evangelists, deposed and said as follows :

That the deponent is a native of London, in England; that he went to Cabinda, in Africa, in the French barque "*Guatimozin*," De Cous, Master, where he arrived on or about the 12th January last past, and there engaged in business; that on the 2d of June following, he was employed about 200 yards from the shore, near to which the brig "*Cyrus*," Captain P. C. Dumas, then lay at anchor—say at the distance of about 300 yards from the said shore; that near the middle of the day, on the same 2nd of June, he, deponent, saw a boat, with the English ensign flying, approach said brig "*Cyrus*;" and he, deponent, saw an officer and several men from said boat go on board said brig "*Cyrus*." And deponent further said, that on the evening of the same day he, deponent, met Captain Dumas, Master of the brig "*Cyrus*," on shore at Cabinda, and that he, Captain Dumas, informed deponent, that the "*Cyrus*" had that day been boarded by an English officer, by name W. Bosanquet, commanding Her Britannic Majesty's brig-of-war "*Alert*," who had by force taken from him his ship's papers, and had grossly insulted and trampled upon the American flag. And deponent further said, that Captain Dumas, at the aforesaid time and place, also told him, that in consequence of this outrage on the part of the British officer, he, Captain Dumas, had abandoned his brig "*Cyrus*" to the Government. And deponent further said, that he, deponent, joined one Antonio Lopez da Costa Recio in making a certificate to that effect, bearing date June 3, 1844, a certified copy of which certificate being hereunto annexed, and to which reference is now made. And deponent further said, that the French barque "*Guatimozin*" was consigned to the mercantile house with which he, deponent, was connected at Cabinda; and that he, deponent, frequently saw and conversed with Captain De Cous, Master of the said barque; and that he, deponent, was informed by said De Cous that, on the evening of the 2nd of June aforesaid, Captain Dumas, of the brig "*Cyrus*," with the Mate and crew of said brig, came on board the "*Guatimozin*," and claimed his hospitality; and that the crew of the "*Cyrus*" remained on board the "*Guatimozin*" several days. And deponent further said, that he was told by said De Cous, that on the 3rd of June, 1844, the "*Guatimozin*" was boarded by Captain Bosanquet of the "*Alert*,"

who at that time requested him, Captain De Cous, to say to Captain Dumas, that he, Captain Bosanquet, should send the brig "*Cyrus*" to New York, and requested him, Captain De Cous, to ask Captain Dumas and his Mate to take passage in said "*Cyrus*" to New York. And deponent further said, that he, Captain de Cous, had no opportunity to deliver such message to Captain Dumas until after the said brig "*Alert*" had sailed and left Cabinda; and deponent said, that according to his, deponent's, own knowledge, the "*Alert*" sailed and left Cabinda on the afternoon of the aforesaid 3rd of June, 1844. And deponent further said, that the brig "*Cyrus*" aforesaid lay at anchor where she was boarded by the said British officer, for several days thereafter, during which time she was entirely deserted; and that on the third or fourth day after the said visit of the British officer—it being on the 5th or 6th of said June—he, deponent, saw the "*Cyrus*" get under way, and proceed to sea, but in charge of whom he, deponent, could not say. And deponent further said, that he had frequent intercourse with Captain Dumas while they remained at Cabinda; and that, on the 27th of June, they left Cabinda together, on board the barque "*Guatimozin*," for Rio de Janeiro; and that deponent is possessed of knowledge, satisfactory to himself, that said Dumas never visited nor set his foot on board said brig "*Cyrus*" after he abandoned her on the 2nd day of June aforesaid. And deponent further said, that the barque "*Guatimozin*" sailed from Cabinda on the 27th June, 1844, for Rio de Janeiro, having on board no cargo, except 50 or 60 logs of dyewood, a few pots of plants, and six or eight pipes of water, and provisions for the crew; that the ballast consisted of stones; and that there was nothing else on board. And deponent further said, that the Chief Mate of the "*Guatimozin*," by name Leory, died of fever at Cabinda, on the 25th of June, and was buried on shore; that the Master of said vessel, Captain De Cous, died at sea on or about the 16th of July following; and that the "*Guatimozin*" arrived at Rio de Janeiro in charge of the Second Mate, by name M. Challot, on the 28th of July, 1844. And deponent further said, that the "*Guatimozin*" touched at one [no] place on her passage between Cabinda and Rio de Janeiro, and that Cape Frio was the first land she made on the coast of South America; that the crew of the "*Guatimozin*" from Cabinda to Rio de Janeiro as aforesaid, consisted of six men before the mast, a cook, a steward, and an apprentice, by name Desbordes; and that were there four passengers, to wit, Captain Dumas, of New Orleans, late Master of the brig "*Cyrus*," Captain Antonio Lopez da Costa Recio and servant, and deponent himself; and that there was no other individual, white or black, on said barque "*Guatimozin*" during the said passage from Cabinda to Rio de Janeiro aforesaid. And further deponent said not.

(Signed) P. I. DO COULTO.

Sworn at the city of Rio de Janeiro, this 22nd day of August, 1844, before me.

(Signed) GEO. WM. GORDON,
Consul United States.

Consulate of the United States, Rio de Janeiro.

I the undersigned, Consul of the United States, hereby certify the foregoing to be a true copy of the original on record at this Consulate.

Given under my hand and seal of office, this 24th day of August, 1844.

(Signed) GEO. WM. GORDON,
Consul United States.

Consulate of the United States, Rio de Janeiro.

Personally appeared before the undersigned, Consul of the United States, Paul Desbordes, a Frenchman, who being duly sworn upon the Holy Evangelists, deposed, and said as follows:

That he, deponent, is a native of Bordeaux, in France; that, although French by birth and education, he understands and is familiar with the English language; that he joined the French merchant barque "*Guatimozin*," at Bordeaux, on the 29th of June, 1843, as an apprentice, (*polition*;) that said barque sailed from Bordeaux on the said 29th day of June, 1843, for Rio de Janeiro, in Brazil; thence to Cabinda, in Africa; thence again to said Rio de Janeiro; and thence

back again to said Cabinda, at which place said vessel, on this second voyage to Cabinda, arrived on the 30th of May, 1844. And deponent further said, that while said barque "*Guatimozin*," was lying at anchor in the harbour of Cabinda aforesaid, the American brig "*Cyrus*," Captain P. C. Dumas, of New Orleans, also lying at anchor but a few fathoms distant from the "*Guatimozin*," on the 2nd day of June, 1844, at about 8 or 9 o'clock in the morning, saw a brig near the entrance of the harbour, which was discovered to be a British vessel of war; at or about 10 o'clock A.M. on the same day, the British brig dispatched, in the direction of the roadstead, a boat, which first visited two American brigs then lying at anchor near the "*Guatimozin*;" the first visit of the boat was to the American brig "*Agnes*," and the second to the American brig "*Cyrus*," P. C. Dumas, Master, of New Orleans; that soon after the English boat had boarded the "*Cyrus*," the American flag that was flying at the mast-head of said brig was lowered, and the Captain of the same hailed the "*Guatimozin*" from his deck, uttering these words, "*Envoyez moi des forces*," (that is, in English, "Send me assistance,") which words were distinctly heard on board the "*Guatimozin*;" that to said call the Master of the "*Guatimozin*" made no answer, nor did he send the assistance requested; that a short time afterwards, the American flag was re-hoisted on board said brig "*Cyrus*," the men belonging to the British boat being still on board said brig; that soon thereafter the English boat left the "*Cyrus*," and, manned by three or four negroes, and having on board two officers, and a boy eight or ten years of age, came alongside the "*Guatimozin*;" the Master of the "*Guatimozin*" hailed the boat in French, and asked what was wanted, and also enquired if they had the special orders of the French Government authorizing them to visit a French vessel? and not receiving any answer, he, the Master, repeated the last question in English, and was answered by an officer, as he was coming on board, that he had them; on the British officer's reaching the deck, the Master of the "*Guatimozin*" requested him to exhibit his papers, and told him, that without his showing his authority, he protested against any visit; the British officer then said, he had them on board his vessel; the Master of the "*Guatimozin*" persisted in his protest against any visit, unless he produced his authority to do so from the French Government; upon which the British officer re-embarked, and returned on board his brig. And deponent further said, that the name "*Alert*" was inscribed upon the hats of the boat's crew, by which the name of the English vessel was discovered; that as to the names and rank of the English officers, he, deponent, was ignorant; that the two officers had nothing but straps, without epaulets, to distinguish them. And deponent further said, that, immediately upon the termination of the visit of the English boat to the "*Cyrus*," the Master of said brig, by name Dumas, abandoned her, first taking down the American flag; and that, soon after the departure of the English boat from the "*Guatimozin*," the Master, Mate, and some of the crew of the "*Cyrus*," came on board the "*Guatimozin*," and asked hospitality and the protection of the French flag, and stated, that their flag (the American flag) had been trampled upon by the English; that the papers had been taken from them by force, and carried off by the officer commanding the visiting boat. And deponent further said, that the Master of the "*Guatimozin*" complied with their request, and granted them an asylum on board his barque; that Captain Dumas, however, went on shore that same evening; but that the Mate and seamen of the "*Cyrus*" remained on board two or three days, and then left in a large boat, as he, deponent, understood, for Angola. And deponent further said, that when Captain Dumas brought the American flag on board the "*Guatimozin*" aforesaid, the flag was soiled, and bore marks of having been recently ill-used. And deponent further said, that on the following day, being the 3rd of June, the aforesaid British officer again visited the "*Guatimozin*," and exhibited to Captain De Cous a paper which he took from his pocket, when Captain De Cous immediately handed him the ship's papers. And deponent further said, that the British officer, when he was on board the "*Guatimozin*," told Captain de Cous to say to Captain Dumas, that he would send him and his crew in the "*Cyrus*" to New York for trial; and that a few hours afterwards the "*Alert*" was seen going to sea, before Captain Dumas could possibly be apprized of the message. And deponent further said, that a few days afterwards the "*Cyrus*" disappeared, he, deponent, not knowing by whom taken away. And deponent further said, that the "*Guatimozin*" left Cabinda on the 27th of June, in ballast, and arrived in the port of Rio de Janeiro on the 27th of July last, in charge of the Mate, Mr. Challot, the Master, De Cous, having died at sea during the passage;

that the crew consisted of eight men, and that there were on board four passengers, namely, Captain P. C. Dumas, of New Orleans, late of the brig "*Cyrus*;" Captain Recio and servant, by name Joze Ignacio; and Mr. Do Coultto, of Cabinda, formerly of London. And further deponent said not.

(Signed) PAUL DESBORDES.

Sworn at the city of Rio de Janeiro, this 20th day of August, 1844, before me.

(Signed) GEO. WM. GORDON,
Consul United States.

Consulate of the United States, Rio de Janeiro.

I the undersigned, Consul of the United States, hereby certify the foregoing to be a true copy of the original on record at this Consulate.

Given under my hand and seal of office, this 24th day of August, 1844.

(Signed) GEO. WM. GORDON,
Consul United States.

Consulate of the United States, Rio de Janeiro.

Personally appeared before the undersigned, Consul of the United States of America, at the city of Rio de Janeiro, Joshua M. Clapp, late Master of the brig "*Ganneclift*," of New York, who being duly sworn upon the Holy Evangelists of Almighty God, deposed as follows:

That he, deponent, arrived at Cabinda, coast of Africa, on the 28th of March last past, in said brig "*Ganneclift*;" that on the 31st of the same month of March, arrived at Cabinda aforesaid the brig "*Cyrus*," of New Orleans, P. C. Dumas Master; that on the 18th April following, he, deponent, being then on board the American brig "*Monte Video*," of New York, and lying within 50 or 60 rods from the brig "*Cyrus*" aforesaid, saw a boat from her Britannic Majesty's brig "*Heroine*," then at anchor in the offing, go alongside said brig "*Cyrus*," and, after a moment's delay, saw an officer go on board said vessel; that he saw the same officer, after remaining on board the "*Cyrus*" 15 or 20 minutes, leave said vessel and return to his boat; that he, the officer, then proceeded to board the brig "*Monte Video*," before-mentioned; that while the said officer was on board the brig "*Monte Video*," he, deponent, asked him, by name Spence, a Lieutenant, if he had a right to demand and insist upon examining the papers of an American vessel? to which he, the officer, replied, that he had not; and that he could not make a prize of an American vessel under any circumstances; and further, that Captain Dumas, of the "*Cyrus*," had just refused to let him come on board said brig as a British officer to examine his papers, but admitted him as a private individual, and in that capacity he went on board; that when the British officer came on board the "*Monte Video*," he asked Captain Pendleton, the Master, the tonnage of the vessel, where he was from, what passage he had, and how long he had been laying at Cabinda, of all which he took notice in a blank book he had with him; Captain Pendleton then asked him if he wanted to see his papers? he replied, that he did not; but Captain Pendleton showed them to him, and he, the officer, examined them; that he, deponent, also asked the aforesaid British officer, if he had seen anything on board the "*Cyrus*" that was not right, or calculated to excite his suspicions; to which he replied, that he had not, excepting that she, the "*Cyrus*," hailed from New Orleans; that nothing further occurred at that time, and the officer left the brig "*Monte Video*." And deponent further stated, that he was several times on board the brig "*Cyrus*" while her cargo was being discharged, and saw nothing at any time to excite the least suspicion, either in regard to the nature of the cargo, or in any other respects; that, after the cargo of the said brig "*Cyrus*" had been wholly discharged, he, deponent, saw several casks taken on board; that he, deponent, also saw the crew of said brig drawing salt water, for the purpose, as he then supposed, and now believes, of filling the said casks; and he, deponent, further testifies, that said casks, when thus filled, were used for ballast. And deponent further said, that he left Cabinda on the 28th April last, for Sangataya and Victoria, coast of Africa; that at Victoria he left the brig "*Monte Video*," and took passage, on the 9th June, on board the Brazilian schooner "*Augusta*," bound for Rio de Janeiro, where he arrived on the 4th July,

And deponent further said, that at the time of his leaving Cabinda, Captain Dumas was lying sick of a fever at the house of his consignee; and that he, deponent, first met Captain Dumas thereafter at Rio de Janeiro, on the 2nd of August instant. And further deponent said not.

(Signed) JOSHUA M. CLAPP.

Sworn at Rio de Janeiro, this 10th day of August, 1844, before me,

(Signed) GEO. WM. GORDON,
Consul United States.

Consulate of the United States, Rio de Janeiro.

I the undersigned, Consul of the United States, hereby certify the foregoing to be a true copy of the original on record at this Consulate.

Given under my hand, and seal of office, 24th day of August, 1844.

(Signed) GEO. WM. GORDON,
Consul United States.

Consulate of the United States, Rio de Janeiro.

Personally appeared before the undersigned, Consul of the United States at the city of Rio de Janeiro, Martin P. Anderson, who being duly sworn, deposed and said as follows:

That the deponent was born in Salem, Massachusetts; that he shipped at this port of Rio de Janeiro, on board the French barque "*Guatimozin*," De Cous, Master, on or about the 12th day of April, 1844; from this port the "*Guatimozin*" sailed, on or about the 13th of April aforesaid, and arrived at Cabinda, in Africa, on or about the 30th of May following; and that while said barque "*Guatimozin*" was lying at anchor in the harbour of Cabinda, the American brig "*Cyrus*," Captain P. C. Dumas, Master, of New Orleans, also lying at anchor, within hailing distance of her, the "*Guatimozin*," on Sunday, the 2nd day of June, 1844, in the morning, or early part of the day, saw a brig lying at anchor several miles distant, and at or near the entrance of the harbour, which was afterwards discovered to be Her Britannic Majesty's brig "*Alert*," commanded by Captain Bosanquet; and, in the course of the forenoon of the same day, said British brig dispatched, in the direction of the roadstead, a boat, which visited the vessels then lying there; that the deponent saw said boat from the British vessel approach the American brig "*Cyrus*" aforesaid, and after being delayed alongside a few moments, saw an officer and several men proceed from the said boat, and go on board the said brig "*Cyrus*;" that at this time the American flag was flying at the mast-head of said brig, but was soon after hauled down; that after the officer and men belonging to the English boat had been on board the "*Cyrus*" a short time, he, deponent, saw them go aft, and appeared to be engaged in a parley with the Master of the brig; and that soon after, he, deponent, saw some disturbance on board said brig, and at that time the Master of the "*Cyrus*" called to the "*Guatimozin*" for assistance; the American Master hailed the "*Guatimozin*" in the French language, and asked Captain De Cous to send men to his assistance; that to this call Captain De Cous made no answer, and paid no attention, for the reason, as the deponent afterwards learned, that the "*Cyrus*" was of a different nation, and Captain De Cous thought it not prudent or proper to interfere. And deponent further said, that the officers and men belonging to the English boat remained on board the "*Cyrus*" about an hour; and that, on leaving the "*Cyrus*," they came in their boat and visited the "*Guatimozin*;" that there were on board the two officers, neither of whom was in uniform, but both wore frock coats, and, as deponent thinks, with covered buttons, and white pantaloons; also, a young man, supposed to be a Midshipman, but not in uniform, and four men, three of whom, if not all of them, were negroes; that the officer commanding the boat, and the Midshipman only, came on board the "*Guatimozin*;" that they came on board without the permission, and against the direction of Captain De Cous; after a few moments' conversation with Captain De Cous, and not being received with much politeness, they left the barque, and returned to the boat, the officer saying he should visit the "*Guatimozin*" again on the morrow. And deponent further said, that, on the same 2nd day of June, and after the visit of the "*Alert's*" boat to the "*Guatimozin*" just described, Captain Dumas, of the American brig "*Cyrus*," with

his Mate and crew, consisting of four men, came on board the "*Guatimozin*," and stated to Captain De Cous, that the English officer had taken from him, by force, the brig's papers; that he had insulted and trampled upon the American flag; and that he, Captain Dumas, had abandoned the "*Cyrus*" to the British Government; and requested Captain De Cous to receive his men on board the "*Guatimozin*" for a day or two, until he could find an opportunity to send them away; and they were accordingly received on board. And deponent further deposed and said, that on the following day, being the 3rd of June, the aforesaid British officer again visited the "*Guatimozin*" in the launch of the "*Alert*," accompanied by a large number of men, two officers, and two marines—the latter armed with muskets; that the officer in command exhibited to Captain De Cous a paper, which he took from his pocket; whereupon Captain De Cous immediately handed him the ship's papers, and invited him into the cabin; that soon after they returned on deck, and the English officer directed the hatches of the "*Guatimozin*" to be opened, and ordered the officer who was with him to examine the vessel throughout; and that, without waiting for the execution of said order, the officer in command left the "*Guatimozin*," and proceeded in his boat, accompanied by two armed marines, and several of his boat's crew, and went on board the "*Cyrus*;" after they had boarded the "*Cyrus*," deponent saw them baling water, as if preparatory to washing the decks; that after they had remained on board the "*Cyrus*" for nearly half an hour, they returned to the "*Guatimozin*;" that after the commanding officer had again come on board the "*Guatimozin*," the said officer asked the other officer, whom he had left to examine the vessel's hold, if he found all things right? and the answer was, that he did; that the English officer in command (supposed to be Captain Bosanquet) addressed Captain De Cous, and requested him, should he see Captain Dumas, to say to him, that he, the English officer, was going to send the "*Cyrus*" to New York, and that he would give Captain Dumas and his Mate a passage in the "*Cyrus*," if they wished; that the English officer, accompanied by all his men, then left the "*Guatimozin*," and return to the "*Alert*." And deponent further said, that a few hours thereafter, and on the afternoon of the same 3rd day of June, and before Captain De Cous had seen, or had time to find Captain Dumas, or to convey to him the message left by the English officer, the "*Alert*" got under way and proceeded to sea, leaving the "*Cyrus*" at anchor where she had been, and without any person on board. And deponent further said, that the "*Cyrus*" lay at anchor where she was when abandoned by Captain Dumas, until Wednesday, the 5th of June, without any one being seen on board of her; and that on that day, towards evening, he, deponent, saw a boat go alongside the "*Cyrus*," with one white man and five or six blacks; and that on the next day (Thursday, the 6th of June) the "*Cyrus*" was gotten under way, and proceeded to sea; and that the deponent has seen nothing of the said brig "*Cyrus*" since. And deponent further said, that, after the brig "*Cyrus*" had left Cabinda as aforesaid, he, deponent, heard Captain De Cous say to the Mate of the "*Guatimozin*," by name Leroy, that as the "*Cyrus*" had been abandoned, and had lain in port two days with no one on board of her, she had been taken possession of by the Authorities of Cabinda: but of this fact deponent could say nothing of his own knowledge. And deponent further said, that the "*Guatimozin*" left Cabinda on the 27th of June, 1844, in ballast, consisting of stones; that the Chief Mate of the "*Guatimozin*," by name Leroy, died two days before the barque left Cabinda, and was buried on shore; that the Master, Captain De Cous, died at sea, on or about the middle of July, 1844; and that the vessel arrived at Rio de Janeiro in charge of the Second Mate, by name M. Challot, on the 28th of same month of July; and that she touched at no place between Cabinda and the port of Rio de Janeiro, but came direct, Cape Frio being the first land made on the coast of South America; that the crew of the "*Guatimozin*," between Cabinda and Rio de Janeiro, consisted of himself, the deponent, and five other men, a cook, a steward and an apprentice, by name P. Desbordes; that there were four, and only four, passengers, to wit, Captain Dumas, of New Orleans, late Master of the brig "*Cyrus*," who also did duty as our officer on the passage between Cabinda and Rio de Janeiro as aforesaid; Captain Recio and servant, by name Joze Ignacio; and Mr. Do Coultto, of Cabinda. And further deponent said not.

(Signed)

MARTIN P. ANDERSON.

Sworn before me, at the city of Rio de Janeiro, this 22nd day of August, 1844.

(Signed)

GEO. WM. GORDON,
Consul United States.

Consulate of the United States, Rio de Janeiro.

I the undersigned, Consul of the United States, hereby certify the foregoing to be a true copy of the original on record at this Consulate.

Given under my hand and seal of office, this 24th day of August, 1844.

(Signed)

GEO. WM. GORDON,
Consul United States.

Consulate of the United States, Rio de Janeiro.

Personally appeared before the undersigned, Consul of the United States, M. Challot, at present Master of the French barque "*Guatimozin*," and Luis Laney, a seaman belonging to said barque, and being severally duly sworn upon the Holy Evangelists of Almighty God, made oath and said: That the annexed document, written in the French language, and purporting to be an extract from the log-book of the barque "*Guatimozin*" of Bordeaux, hath been clearly and distinctly read over to them, these deponents; and that the several matters and things therein contained are true in all respects, as the same are therein particularly stated, declared, and set forth.

And the deponent M. Challot further deposed and said, that at the date of the transaction referred to and set forth in the annexed paper, (to wit, the 2nd day of June, 1844) he was Second Mate of the said barque "*Guatimozin*," and that he succeeded to the command of said barque on the death of the former Master, by name De Cous, who died at sea on or about the 16th day of July, 1844; and that the First Mate of said barque died at Cabinda on or about the 25th day of June, 1844.

And both deponents further deposed, that, being on board the said barque "*Guatimozin*," they had full opportunity to know all the facts, and did witness all the circumstances alleged and set forth in the said paper or document hereunto annexed.

Sworn by the said deponents on this 20th day of August, 1844, before me,

(Signed)

GEO. WM. GORDON,
Consul United States.

Consulate of the United States, Rio de Janeiro.

I the undersigned, Consul of the United States, hereby certify the foregoing to be a true copy of the original affidavit.

Given under my hand and seal of office, this 24th day of August, 1844.

(Signed)

GEO. WM. GORDON,
Consul United States.

Extrait du Journal de Mer du trois-mâts barque le "Guatimozin," de Bordeaux, Capitaine De Cous.

Le Dimanche, Juin 2, 1844, vers 9 heures du matin, le pavillon Français étant hissé depuis 8 heures, aperçu un brick au large découvrant la pointe sub-ouest, de la rade, que nous avons reconnu être de guerre, et Anglais. Vers 10 heures, ce brick a expédié vers la rade un canot, qui a d'abord acosté les deux bricks goëlettes Américains mouillés sur rade. Ce canot étant à bord du second, le "*Cyrus*," de la Nouvelle Orléans, et le pavillon de ce navire ayant été amené, son Capitaine a hélé du bord et prononcé ces mots: "Envoyez moi des forces:" lesquels ont été très distinctement entendus de tout l'équipage et des personnes qui se trouvaient à bord. Jugeant qu'il n'était pas de mon droit d'intervenir dans des différends de nations étrangères, lors même que j'aurais eu les moyens de la faire, je n'ai aucunement répondu à cet appel, que cependant j'ai cru devoir constater. Après quelque temps, le pavillon de ce brick étant réhissé, le canot Anglais, armé de quatre noirs, à bord duquel se trouvaient deux officiers et un enfant de huit à dix

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ans, a acosté le bord. Ayant hélé le canot en Français, pour lui demander ce qu'il désirait, puis lui ayant demandé s'il était porteur des ordres speciaux du Gouvernement Français à l'effet de visiter le navire; n'ayant reçu aucune reponse, j'ai repeté cette dernier demandee en Anglais, et un officier m'a repondu qu'il les avait en même temps qu'il montait à bord. A son arrivé sur le pont, je l'ai prié de m'exhiber ses pouvoirs; faute de quoi, je protesterais contre toute visite. Alors il m'a repondu qu'il les avait à son bord, les ayant laissés, disait-il, pour n'avoir pas reconnu le pavillon Français; ce que moi ne pensant pas pouvoir être, le pavillon du brick Anglais ayant été reconnu dès son apparition, et par conséquent bien avant qu'il expediât son canot, j'ai maintenu ma protestation, non de forces, mais uniquement de droit; sur quoi l'officier s'est réembarqué et a regagné son bord, Le nom de "Alert" était écrit sur les chapeaux des canotiers, ce qui nous a fait connaître le nom de navire. Quant aux grades des officiers, nous l'ignorons, les deux n'ayant que des attentes sans epaulettes. Le Capitaine et l'équipage du "Cyrus" ayant abandonné le navire sans pavillon après le départ du canot Anglais, le Second et des hommes de son équipage sont venus à bord demander l'hospitalité et la protection du pavillon Français, le pavillon Américain ayant été, disaient-ils, foulé aux pieds par les Anglais, et les papiers de leur navire pris de force, et emportés par l'officier commandant le canot Anglais. J'ai acquéri à leur demande, et leur ai offert momentanément un asile à mon bord. Le 3 Juin, à 10 heures du matin, le chaloupe de "l'Alert," commandée par le Capitaine de Sa Majesté Britannique commandant le dit brick, est venu à bord, et ayant trouvé tout en règle, le Commandant a été prié de la constater ici.

[A cet endroit du journal de mer, se trouve la signature ci-contre.]

(Signé) W. BOSANQUET,
Commander of H. B. M. sloop "Alert."

Plus bas sur le même journal du mer, il y avait :

Le 27 Juin appareille, le Cabinda à l'est; ayant embarqué quatre passagers, dont l'un est le Capitaine Américain Dumas, du brick le "Cyrus," de la Nouvelle Orléans, et le nommé Jozé Ignacio, Portugais, matelot; ces deux derniers n'ayant aucun papier, et ne pouvant en avoir, faute d'Autorités à Cabinda; et pris la direction de Rio de Janeiro, n'ayant, par le fait du débarquement à Cabinda detous les passagers, et de l'entier déchargement, aucune obligation de continuer jusau'à Gorée, et trouvant un avantage marqué en allant à Rio de Janeiro.

Consulate of the United States, Rio de Janeiro.

I the undersigned, Consul of the United States, hereby certify the foregoing to be a true copy of a document, certified by the Chancellor of the Legation of France, at Rio de Janeiro, under date of 10th August, 1844, to be a correct extract from the log-book of the French barque "Guatimozin," of Bordeaux, Captain De Cous.

Given under my hand and seal of office, this 20th August, 1844.

(Signed) GEO. WM. GORDON,
Consul United States.

(Translation.)

Extract from the Log-Book of the three-masted barque "Guatimozin," of Bordeaux, Captain De Cous,

On Sunday, the 2nd day of June, 1844, about 9 o'clock in the morning, (the French flag having been hoisted at 8 o'clock,) perceived a brig just clear of the south-west point of the roadstead, which we discovered to be an English vessel-of-war. Towards 10 o'clock, this brig dispatched, in the direction of the roadstead, a boat, which first accosted two brigs (American galleots) lying at anchor. The boat having boarded the second of them, (the "Cyrus," of New Orleans,) and the flag of that vessel having been lowered, her Captain hailed us from his deck, uttering these words: "*Envoyez moi des forces,*" ("Send me assistance,") which were distinctly heard by the whole crew, and by other persons who were on board. Not considering myself entitled to interfere in the differences of foreign nations, even if I had possessed the means of doing so, I made no answer to this appeal, which, however, I have thought it my duty to mention. Some time

afterwards, the flag of the brig having been re-hoisted, the English boat, manned by four blacks, and having on board two officers, and a boy of eight or ten years of age, came alongside of us. Having hailed the boat in French, to know what it wanted, and then enquired if it carried the special orders of the French Government authorizing a visit of the vessel, and not having received an answer, I repeated the last question in English, and was told by an officer that he had them, whilst he was mounting on board. On his reaching the deck, I requested him to exhibit his papers; without which, I said, I would protest against any visit. He then said, that he had them on board his vessel, having left them, as he declared, in consequence of not having remarked the French flag; which appearing to me not to be the fact, as the flag of the English brig had been seen the moment the vessel came in sight, and, consequently, long before its boat was sent off, I persisted in my protest—not forcibly, but solely as a matter of right; upon which the officer, re-embarked, and returned to his brig. The name “Alert” was inscribed upon the hats of the boat’s crew, by which we discovered the name of the vessel. As to the rank of the officers, we are ignorant; the two having nothing but straps, without epaulets. The Captain and crew of the “Cyrus” having abandoned their ship without a flag, after the departure of the English boat, the Mate and some of the hands came on board of us, to ask hospitality and the protection of the French flag,—the American, according to their account, having been trampled upon by the English, and their papers taken by force, and carried off by the officer commanding the visiting boat. I complied with their request, and offered them an asylum on board. On the 3rd of June, at 10 o’clock in the morning, the barge of the “Alert,” commanded by the Captain of Her Britannic Majesty, commanding the same brig, came on board; and having found all right, the Commander was requested to acknowledge it here.

[At this place on the log-book the opposite signature is inscribed.]

(Signed) W. BOSANQUET,
Commander of H. B. M. Sloop “Alert.”

Further down, on the same log-book, it is said:

On the 27th June, ready for sea, (Cabinda to the east,) having taken on board four passengers—one of whom was Captain Dumas, of the brig “Cyrus,” of New Orleans, and the afore-named Jozé Ignacio, a Portuguese sailor—the two latter having no papers, and not being able to procure any, in consequence of a want of Authorities at Cabinda; and directed our course to Rio de Janeiro, not having any reason to continue on to Goree, on account of having disembarked all the passengers and discharged the whole crew, and there being a decided advantage in going to Rio de Janeiro.

Cabinda, Juin 2, 1844.

Nous soussignés, certifions que le Capitaine Dumas, commandant le brick Américain “Cyrus,” de la Nouvelle Orléans, a fait, ainsi que son équipage, abandon aux Anglais de son navire, après que le Capitaine Bosanquet, du brick de guerre Anglais “Alert,” eut enlevé ses papiers, et que dès lors le Capitaine Dumas n’a pas remis les pieds à bord de son navire.

Fait en rade de Cabinda, à bord du “Gautimozin,” de Bordeaux, les jour, mois, et an, comme dessus.

(Signed) M. CHALLOT.
P. DESBORDES.

Consulate of the United States, Rio de Janeiro.

I the undersigned, Consul of the United States, hereby certify the foregoing to be a true copy of the original certificate this day exhibited to me by Captain Dumas, of New Orleans.

Given under my hand and seal of office, this 20th day of August, 1844.

(Signed) GEO. WM. GORDON,
Consul United States.

(Translation.)

Cabinda, June 2, 1844.

We the undersigned, certify that Captain Dumas, commanding the American brig “Cyrus,” of New Orleans, has, as also his crew, abandoned his vessel to the

English, after Captain Bosanquet, of the English brig-of-war "Alert," had taken away his papers: and that from that time Captain Dumas has not set his foot on board his vessel.

Written at Cabinda roadstead, on board the "*Guatimozin*," of Bordeaux, on the day, month, and year, above stated.

(Signed) M. CHALLOT.
P. DESBORDES.

Consulate of the United States, Rio de Janeiro.

Personally appeared before me, the undersigned, Consul of the United States, M. Challot and P. Desbordes; and being severally duly sworn upon the Holy Evangelists of Almighty God, made oath, each for himself, that the statement set forth and contained in the annexed certificate is true: and that their names, at the foot of the same, are of their own proper handwriting.

Sworn by the said deponents, on the 20th day of August, 1844, before me.

(Signed) GEO. WM. GORDON,
Consul United States.

Consulate of the United States, Rio de Janeiro.

I the undersigned, Consul of the United States, hereby certify the foregoing to be a true copy of the original affidavit.

Given under my hand and seal of office, this 24th day of August, 1844.

(Signed) GEO. WM. GORDON,
Consul United States.

Cabinda, June 3, 1844.

We the undersigned, certify that Captain P. C. Dumas has abandoned his brig the "*Cyrus*," of New Orleans, after his papers were taken away from him, by force, by the Commander of Her Britannic Majesty's brig "Alert;" and that Captain P. C. Dumas has never put his feet on board of his vessel since.

(Signed) PETER I. DO COULTO.
ANTO. LOPES DA COSTA RECIO.

Consulate of the United States, Rio de Janeiro.

I the undersigned, Consul of the United States, hereby certify the foregoing to be a true copy of the original certificate this day exhibited to me by Captain P. C. Dumas, of New Orleans.

Given under my hand and seal of office, this 22nd day of August, 1844.

(Signed) GEO. WM. GORDON,
Consul United States.

Consulate of the United States, Rio de Janeiro.

Personally appeared before the undersigned, Consul of the United States, Peter I. do Coultto and Antonio Lopes da Costa Recio; and being severally duly sworn upon the Holy Evangelists of Almighty God, made oath, each for himself, that his name at the foot of the annexed certificate is of his own proper handwriting, and that the statement set forth and contained in said certificate is true.

Sworn by the said deponents on this 23rd day of August, 1844, before me.

GEO. WM. GORDON,
Consul United States.

Consulate of the United States, Rio de Janeiro.

I the undersigned, Consul of the United States, hereby certify the foregoing to be a true copy of the original affidavit.

Given under my hand and seal of office, this 24th day of August, 1844.

(Signed) GEO. WM. GORDON,
Consul United States.

Cabinda, June 13, 1844.

This is to certify, that we the undersigned do know, that the hermaphrodite brig "Cyrus," of New Orleans, was abandoned by Captain Dumas and crew on the 2nd of June, 1844, on account of the Commander of Her Britannic Majesty's brig "Alert" coming on board, and forcibly taking the vessel's papers; and we firmly believe, that Captain Dumas has not put his foot on board of said brig "Cyrus" from that time.

(Signed) R. S. GOUGH, *of Cabinda.*
WM. M. RAHL, *Captain of brig "Agnes."*
ANTONIO LOPES DA COSTA RECIO.

Consulate of the United States, Rio de Janeiro.

I the undersigned, Consul of the United States, hereby certify the foregoing to be a true copy of the original certificate this day exhibited to me by Captain P. C. Dumas, of New Orleans.

Given under my hand and seal of office, this 22nd day of August, 1844.

(Signed) GEO. WM. GORDON,
Consul United States.

Consulate of the United States, Rio de Janeiro.

Personally appeared before the undersigned, Consul of the United States, Antonio Lopes da Costa Recio, and being duly sworn upon the Holy Evangelists of Almighty God, made oath, that the statement contained and set forth in the annexed certificate is true, and that his name at the foot of the same is of his own proper handwriting; and the said deponent further made oath, that the signatures of R. S. Gough, of Cabinda, and Wm. M. Rahl, Captain of the brig "Agnes," also at foot of the annexed certificate, are each of their own respective proper handwriting, and that said certifiers signed the same in his, deponent's, presence.

Sworn by the said deponent on this 23rd day of August, 1844, before me,

(Signed) GEO. WM. GORDON,
Consul United States.

Consulate of the United States, Rio de Janeiro.

I the undersigned, Consul of the United States, hereby certify the foregoing to be a true copy of the original affidavit.

Given under my hand and seal of office, this 24th day of August, 1844.

(Signed) GEO. WM. GORDON,
Consul United States.

British brig-of-war "Alert,"

June 2, 1844.

To Captain P. C. Dumas, Dr.

To American brig "Cyrus," of New Orleans, (burthen 112 ⁴⁰ / ₁₀₀ tons,) fit out, men	\$10,000
Freight money received at Havana, on account, in the trunk broken open	2,000
Ditto, received at Cabinda, balance of full freight	1,500
Ditto, a paper 14 doubloons	224
Expenses to discharge the crew of said brig	1,300
Expenses to send crew to the United States	1,600
A good chronometer, spy-glass, charts, instruments, &c.	500
A gold watch	75
A trunk, full of clothes	100
My passage from Cabinda to Rio de Janeiro	85

My expenses from 2nd June to the United States, say	600
Damages for taking away my papers, and depriving me of my vessel, &c.	5,000
	<hr/>
	\$22,984

Cabinda, June 3, 1844.

I certify the said account to be correct and true.

(Signed) P. C. DUMAS.

Consulate of the United States, Rio de Janeiro.

I the undersigned, Consul of the United States, hereby certify the foregoing to be a true copy of the original account exhibited to me this day by Captain P. C. Dumas, late Master of the brig "*Agnes*" [*"Cyrus"*] of New Orleans.

Given under my hand and seal of office, this 26th day of August, 1844.

(Signed) GEO. WM. GORDON,
Consul United States.

American brig "*Cyrus*," of New Orleans,

To Wm. Cromwell, Dr.

Shipped 15th January, 1844, to 2nd June, 1844—four months and 18 days, at \$20 per month	\$92
Cr.	
One month paid in Havana	20
	<hr/>
	\$72

Cabinda, June 2, 1844.

Received payment.

(Signed) WM. CROMWELL.

American brig "*Cyrus*," of New Orleans,

To Wm. L. Osmer, Dr.

Shipped 15th January, 1844, to 2nd June, 1844—four months and 18 days, at \$20 per month	\$92
Cr.	
One month paid in Havana	20
	<hr/>
	\$72

Cabinda, June 2, 1844.

Received payment.

(Signed) WILLIAM L. OSMERS.

American brig "*Cyrus*," of New Orleans,

To James Johnson, Dr.

Shipped 15th January, 1844, to 2nd June, 1844—four months and 18 days, at \$20 per month	\$29
Cr.	
One month paid in Havana	\$20
One piece of gingham	3
	<hr/>
	23
Balance	\$69

(Signed) his
JAMES X JOHNSON.
mark.

The American brig "*Cyrus*," of New Orleans,

	To Peter Anderson, Dr.
Shipped January 15, 1844, up to 2nd June, 1844—four months and 18 days, at \$20 per month	\$92
Cr.	
One month paid in Havana	20
	\$72

Cabinda, June 2, 1844.

Received payment.

his
(Signed) PETER \times ANDERSON.
mark.

Consulate of the United States, Rio de Janeiro.

I the undersigned, Consul of the United States, hereby certify the foregoing to be true copies of four original receipts signed by William Cromwell, William L. Osmer, James Johnson, and Peter Anderson, this day exhibited to me by Captain P. C. Dumas, of New Orleans.

Given under my hand and seal of office, this 26th day of August, 1844.

(Signed) GEO. WM. GORDON,
Consul United States.

Consulate of the United States, Rio de Janeiro.

Personally appeared before the undersigned, Consul of the United States, P. C. Dumas, late Master of the American brig "*Cyrus*," of New Orleans, who being duly sworn upon the Holy Evangelists, deposed as follows: That the American merchant brig "*Cyrus*" sailed from New Orleans on the 9th December, 1843, for Havana, in the West Indies; that deponent was the sole and *bonâ fide* owner of said brig; that she sailed with a full cargo of stores taken on freight; that said brig had on board and had sailed with a crew consisting of seven men, to wit, William Colebrook, Chief Mate; four sailors, by names William Cromwell, William L. Osmer, Peter Anderson, and James Johnson; a steward, by name Joseph Carro; and a cook, by name Augustus Benton—all white men and Americans, excepting the steward and cook, who were foreigners. That said brig arrived at Havana on the 27th day of December, 1843; that at Havana the cargo of stores was discharged, and deponent let the brig "*Cyrus*" by charter-party, dated 3rd January, 1844, to an individual named A. Perez. That the conditions of said charter-party were, that a full cargo of merchandize was to be taken on board said brig at Havana, which was to be furnished by said Perez; that the brig was to proceed with all possible dispatch to the port of Cabinda direct, where said cargo was to be delivered; that, in consideration of the services imposed by said charter-party, there was to be paid the sum of 3,500 dollars—2,000 dollars of which previous to the sailing of the vessel from Havana, and the balance on the receipt of the receipted bill of lading of the delivery of the cargo. The "lay days" were specified to be 15 running days for loading at Havana, and 60 running days for discharging at Cabinda, and waiting orders at that or some neighbouring port; and demurrage to be paid at the rate of 25 dollars for each and every day after the expiration of the "lay days."—(All which particulars will appear on reference to said charter-party, a certified copy of which is hereunto annexed, No. 1.) That, by endorsement made by said A. Perez on the margin of the bill of lading of the cargo, dated 3rd January, 1844, said cargo was to be delivered to Lewis Krafft, Esq., or order. And deponent further said, that, in conformity with said charter-party, a full cargo of merchandize, was taken on board at Havana, consisting of 1,397 packages, as will appear by reference to the bill of lading, bearing even date with the aforesaid charter-party. That before sailing from Havana for Cabinda, were discharged the aforesaid steward and cook, to wit, Joseph Carro and

Augustus Benton; and there were shipped in their places two other foreigners, by names Francis Gustave and Lorenzo Gurcia; that said Gurcia did not proceed on the voyage, but deserted; and that there was taken in his place, but not regularly shipped, one other foreigner, by name Miguel Vilarian. That on the 16th of January, 1844, the brig "*Cyrus*" sailed from Havana, with the before-named cargo and crew, and a Supercargo by name De la Bourgonière, and one passenger by name M. Bicards; that on the 23rd of March following, the "*Cyrus*" touched at the island of Annabona, for fuel and provisions, and departed thence on the next day, at 9 A.M.; that on 31st of same month of March, at 6 A.M., they made the land on the coast of Africa, and at 5:30 P.M. same day arrived at Cabinda. That on the next day (being 18th April) after their arrival at Cabinda, at 9 o'clock, A.M., the brig "*Cyrus*" was visited by a boat belonging to Her Britannic Majesty's brig-of-war "*Heroine*," commanded by Captain Foote. On warning the boat not to come alongside, the officer (a Lieutenant, by name Spence,) replied, that he had no other business but to ascertain the name of the vessel. That he, deponent, then invited him to come on board as a private individual, leaving his sword and crew in the boat; that the officer, Lieutenant Spence, left his sword and crew in the boat, and came on board the "*Cyrus*," and said, that he had no authority to see the papers or examine the hold of an American vessel, and simply required the names of the Master and owners of the "*Cyrus*," her tonnage, where she belonged, and wherefrom; of which being answered by deponent, he, (the Lieutenant) took notes, or made memoranda in a book of printed form which he had with him, and then left the "*Cyrus*," and proceeded towards and visited the American brig "*Monte Video*," lying close by. And deponent further said, that the crew of the "*Cyrus*" were employed in cleaning and refitting the vessel until the 5th April, on which day they commenced discharging the cargo; and that the discharge of the cargo was continued from day to day until the 13th following of same month, when the discharge was completed. And deponent further said, that the facts here stated in relation to the incidents of the voyage and the discharge of the cargo, will appear on reference to the log-book of the "*Cyrus*," which was kept and written by William Colebrook, Chief Mate of said brig; and that evidence of the full discharge of the cargo of the "*Cyrus*" is contained in the receipt of L. Krafft, the consignee at Cabinda, dated Cabinda, 12th April, 1844—which date is according to civil time, being the same and agreeing with the 13th April, astronomical time, as written in the log-book referred to; and that said receipt of said L. Krafft is written on the back of the bill of lading, (a certified copy of which may be seen on reference to the accompanying papers, marked No. 2.) And deponent further said, that on the same 13th day of April, there were received on board the "*Cyrus*" 19 empty pipes, which were stowed and filled with salt water, for ballast; and that on the day next following, there were received, and stowed, and filled with salt water, seven other pipes. And deponent said, the water was used for ballast in lieu of sand, in preference, because, on a previous voyage to Cabinda, said sand had washed down below, and choked the pumps; and the pipes were taken also for the purpose of taking in palm oil from some northern port, in case the consignee should order a return cargo of oil, according to a previous understanding. And deponent further said, that the 17th of said month of April, he, deponent, was taken ill with a violent fever, and was carried on shore in a hammock on the evening of the same day; that he was lodged in the house of the consignee, Mr. Lewis Krafft; that he was visited while there by the Master of the brig "*Monte Video*," Captain J. L. Pendleton, several times; and that Captain J. M. Clapp, recently Master of the brig "*Gannecliff*," also called upon him while he lodged with Mr. Krafft, but, that in consequence of his, deponent's, serious illness, he did not see him; that on the 25th following of same month, he, deponent, remaining sick on shore, and several of the crew being also ill, and seriously threatened with fever, by the advice of friends on shore, ordered the Mate of the "*Cyrus*," in writing, to proceed to sea, and cruize near soundings, for the benefit of the health of the crew, with all the ship's papers on board; that, under this order, the brig proceeded to sea in charge of the Mate, William Colebrook, on the 27th April, 1844. And deponent further said, that the log-book of the "*Cyrus*" shows, that the Mate was taken sick at sea on the 28th, with a severe cholick, and that on the 30th of same month, (April,) the "*Cyrus*" made Cape Padron, bearing south-east, distant 20 miles; and that on the following day, being the 1st of May, she entered the river Congo. That on the 3d of May, the brig again went to sea, part

of the crew still sick, and cruized off Cape Padron until Monday, the 6th of said month, when, at 3 o'clock, P.M., the "*Cyrus*" was again boarded by a boat belonging to Her Britannic Majesty's brig "*Heroine*;" that the officer of the boat demanded the papers of the "*Cyrus*," which the Mate at first refused to show; that the British officer said, he understood the vessel had been sold, and that he must see her papers; that the Mate replied, that he, the Mate, was not the Captain, that if he were, he would abandon the vessel before he would show her papers against his will. That the Commander of the boat said he would be forced to show them; and the Mate, being very sick at the time, and not wishing to be, or to avoid being insulted, showed the officer of the boat the ship's papers. And deponent further said, that the log-book of the "*Cyrus*" also shows, that on the 9th of May, the brig being at anchor, parted her cable in a heavy squall, got under way, and proceeded to Cabinda, where she arrived on the 10th following. And deponent further said, that at the time of the said arrival of the "*Cyrus*" at Cabinda, he, deponent, still remained sick on shore; and that, after getting an anchor from the brig "*Agnes*," of Brandywine, Captain Godet, then lying at Cabinda, he, deponent, ordered the "*Cyrus*" to go to sea again, to avoid the sickness on shore; and that, on the day next following, the brig did again proceed to sea. And deponent further said, that, according to the log-book of the "*Cyrus*," said brig, after proceeding to sea, continued to sail off and on near Cape Padron until the 22nd of May; and that on the same 22nd of May, the vessel being in latitude 6° 1' north and longitude 11° 30' east, at 8 A.M., a sail hove in sight on the larboard bow, which gave full chase after the "*Cyrus*," and, not being able to succeed in the chase, commenced firing her cannon, the balls from which came so close to the brig, that the Mate thought it prudent to tack, and see what she wanted. The vessel proved to be Her Britannic Majesty's brig "*Alert*," the Commander of which boarded the "*Cyrus*," and by force took the brig's papers out of the Mate's trunk; and, not being satisfied with that, he took out the brig's log-book, and perused it through. When he had completed this violation, the Mate told him to take charge of the vessel, (the "*Cyrus*;") but the English officer took no notice of what the Mate of the "*Cyrus*" said, but went into his boat, and returned on board the "*Alert*." And deponent further said, that a narration of the circumstances which took place immediately previous to, and during the visit, of the Commander of the British brig "*Alert*," just referred to, is contained in a statement signed by William Colebrook, Chief Mate of the "*Cyrus*," and three of her crew, by names William Cromwell, William L. Osmer, and John [Peter] Anderson, and also by De la Bourgonière, the Supercargo, and Miguel Vilarian the cook; (a certified copy of which statement is hereunto annexed, marked No. 3, and to which reference is made.) And deponent further said, that, having recovered from his sickness, he dispatched a letter to the brig "*Cyrus*," then lying at anchor off Cape Padron, directing the Mate to start all the salt water in the casks on the brig, and to go into Congo river, and fill them with fresh water, and also to take on board a supply of firewood, and thence to return to Cabinda; and at the same time informed the Mate, that he, deponent, had quite recovered from his sickness, and was sufficiently able to pursue the voyage. And deponent further said, that it appeared from the log-book of the "*Cyrus*" that said letter from deponent to the Mate was received on board the brig on Sunday, the 26th of May; and that at noon of same day the brig was got under way, entered the river Congo at 5 o'clock in the afternoon, and anchored in four fathoms; that on the 27th the anchor was hove up, and the brig proceeded further to the river, and filled some water; that on the 28th they finished taking in water, got under way, and proceeded to Cabinda, where the brig arrived on the 29th, at 3 o'clock, P.M. And deponent said, that on the 30th May, 1844, he, deponent, repaired on board the "*Cyrus*," and immediately gave orders to get the vessel ready for sea on the 1st or 2nd of June then following; and also directed all the casks of fresh water to be marked, in order that when each was emptied of fresh, it might be again filled with salt water, for ballast; that on the 31st of May there was taken on board an additional quantity of firewood, and eight empty casks. And deponent further said, that the number of "lay days" at Cabinda, according to the charter-party already referred to, having been completed, and said "lay days" having expired, he, deponent, on the 1st of June, 1844, preparatory to sailing from Cabinda, called upon the consignee, L. Krafft, for his certificate to that effect; and that such certificate was thereupon written upon the face of said charter-party, and signed by said Krafft, as will appear by certified copy thereof, already referred to. And deponent further said, that on Sunday, the 2nd of June, while he, deponent

was on board, and the "*Cyrus*" was lying at anchor in the harbour of Cabinda, she, the "*Cyrus*," was boarded by Captain W. Bosanquet, commanding Her Britannic Majesty's brig "*Alert*," accompanied by one officer, one boy, and a boat's crew of four negro sailors—the boat bearing the British ensign and pendant; that when the said boat came alongside the "*Cyrus*," the deponent hailed, and requested the officer not to come on board, at the same time recognising the said officer to be the Commander of the British brig-of-war "*Alert*," who had before, on the 22nd of May last past, once visited the "*Cyrus*" while at sea, and by force seized and examined her papers and log-book; that said officer, Captain Bosanquet, without heeding or taking any notice of what he, deponent, said, came on deck with all his boat's crew, and immediately, without asking for the vessel's papers, or enquiring her name, or to what nation she belonged, and without even passing the civilities of the day, gave orders to his negroes to open the hatches of the "*Cyrus*," and acting in all respects as if he were about to capture a pirate vessel; and that Captain Bosanquet, and the boy, and two or three of the negroes, went down into the hold of the vessel, and examined her fore and aft; and that, without finding any cargo on board, or anything but water ballast in pipes, they came again on deck. Upon their coming again on deck, he, deponent, said to Captain Bosanquet, "Well, Sir, are you satisfied now?" or words to that effect. That Captain Bosanquet replied, "No," and demanded that the papers of the brig should be shown to him. That deponent then said to him, that he had seen them once already; that he had taken them once by force, and it was unnecessary for him to see them again, or a second time. That Captain Bosanquet replied, that the refusal of deponent to show his papers was evidence to him that he had none, and that therefore he took him to be a pirate; and added, that from that moment he, Captain Bosanquet, took charge of the vessel. Whereupon deponent replied, that so long as the American flag was hoisted and flying at his mast-head, and his papers in his trunk, he would be Master of his own vessel. That the British officer, Captain Bosanquet, then said, that he had been told that the "*Cyrus*" had been sold, that *that* was the reason deponent could not show his papers. And deponent further said, that believing that the British officer, Captain Bosanquet, would proceed into the cabin, he privately gave orders to his Mate to haul down the American flag, and place it before and across the companion-way. That soon afterwards, Captain Bosanquet being about to proceed into the cabin, he, deponent, forbade his going down, and told him he could not do so without trampling on the American flag; at the same time, deponent, his Mate, and two of his men, took hold of the flag, and held it across the entrance of the cabin. That upon doing this, the English officer said, it made no difference to him, or words to that effect. That he, deponent, then said, that the American flag was his arms, his defence, and protection, and that he had none other. That, without heeding these remarks, the English officer took hold of the flag to pull it down, and, followed by his officer and one negro, rushed upon it, broke it down, trampled it under foot, and entered the cabin. That while the said persons were in the cabin, deponent took his log-book from a table drawer that was on deck, and being about to hand it to one of his men, named Peter Anderson, with directions to go into his, deponent's, boat, and take it on board the French barque "*Guatimozin*," and request the Captain thereof to keep it for him, when one of the negroes remaining on deck, called out to the English Captain, and informed him of what he, deponent, was about to do. That deponent then took back or kept the said log-book into his own possession; and the English officer, and the two men who were in the cabin with him, immediately came on deck, and demanded that the log-book, which he saw in deponent's hands, should be given to him. That deponent's answer was, "Never;" that as long as he had a drop of blood in his veins, no British subject should take it, the log-book, from him. That the English officer then said, he had the power to take it by force; and, at the same time ordered one of his negroes to take the book from deponent; and who attempted to do so, but that he, deponent, pushed him aside, and stepped back, put himself in a position of defence, and called upon his Mate and crew to come aft and defend their Captain, and to arm themselves with handspikes and knives for the purpose; at the same time, he, deponent, hailed the barque "*Guatimozin*," lying close by, saying, he was boarded by pirates, and requested them to send men to his assistance. That the crew of the "*Cyrus*" were much excited by this violation and outrage on their master; and that Captain Bosanquet then called upon deponent to stop his men, saying, he did wish to see any bloodshed or butchery on board; that nothing further then took place in regard to the log-book. That the English

Captain again demanded the ship's papers; whereupon deponent told him he could not have them, and asked him to show his authority from the American Government to visit an American vessel and examine her papers; and added, that when he did *that*, the papers should be immediately shown to him. That the English officer's answer was, that he had such written power on board the brig "Alert." That he, deponent, then told him, that it was false; that he had no such power; and, if he had, to go on board and fetch it. That the English officer answered, that his word was good enough; that deponent said, it was not, and asked him who he was; and told him, that as he had no uniform, he had no authority to come on board his vessel, the "*Cyrus*," and that he had good reason to believe him to be a pirate, and to treat him accordingly; adding, that unless he showed evidence to the contrary, and a written power from the American Secretary of State to see his papers, he should not see them. That, after some further angry and excited conversation had taken place between them, he, deponent, again assured the officer, that he had his papers in his trunk in the cabin, at the same time showing the key of the said trunk. That the English officer demanded the key to be given him, and said, if it were not, he would take it by force; whereupon deponent defied him to do so, or used words to that effect; and asked him, if he wished again to witness the scene that had taken place about the log-book. That the English Commander then ordered the officer who was with him, and a negro, to go into the cabin, break open the trunk, and bring him the papers. That the deponent and his Mate followed them into the cabin, and saw them break open the trunk, take out the papers, bring them on deck, and give them to Captain Bosanquet. That when the negro had broken open the trunk, he, deponent, told the officer, that there was in his trunk all his freight, with some other money in gold, a gold watch, and other property; to which said officer made no answer, nor took any notice; but immediately went on deck, and handed the papers to the English Captain, as aforesaid. That Captain Bosanquet had examined the papers; and while he was perusing them, he, deponent, said to him, that he had taken the papers twice by force, and had twice examined them, and that he hoped he was satisfied; and then requested him to give them back to him, informing him that the "*Cyrus*" was to sail that evening, or early on the following morning. That Captain Bosanquet replied, "No, Sir, you will not have them," or words to that effect; that he should take them with him on board the "Alert," for the purpose of taking a copy. That deponent then asked him if he should have his papers back that evening; to which Captain Bosanquet answered, "No; perhaps he would return them on the morrow." That deponent then asked, if he should have them early on the following morning, as he was ready and anxious to sail. That Captain Bosanquet replied, that he, deponent, should have them when he, Captain Bosanquet, thought proper. And deponent further said, that having no assurance when the ship's papers would be returned, or even that they would be returned at all, he said to Captain Bosanquet, that as his papers had by force been taken from him, and were in his, Captain Bosanquet's, possession, from that moment he, deponent, abandoned the brig "*Cyrus*" to the British Government; and, holding up the American flag that had been trampled on by the British officer and negro, told him, that he had insulted the American flag, and that it would cost dear to his nation. Whereupon the English officer, Captain Bosanquet, said, "I don't care a damn for the American flag," or words to that effect. That the deponent also told Captain Bosanquet, that he had violated the Treaty between the United States and the British Government; to which Captain Bosanquet replied, that he had violated no Treaty, and that he know of none to prevent his searching any vessel that he chose to search. And deponent further deposed and said, that Captain Bosanquet and the other officer, and the negroes with him, then left the brig "*Cyrus*," and went into the boat; and that he, deponent, also left the "*Cyrus*" nearly at the same time, taking nothing with him but the clothes he had on, the log-book which he had in his hand, and the American flag, and went into his boat, and that his Mate and all his crew soon after followed him; and that he, deponent, has never visited nor stepped foot on board said brig, "*Cyrus*" since that day, nor, to his knowledge, has any of his crew. And deponent further said, that immediately after he and his crew had abandoned the "*Cyrus*," as aforesaid, they went on board the French barque "*Guatimozin*," lying near by, and requested the Master of the said barque (De Cous by name) to receive them on board; and that Captain De Cous did receive them on board. And deponent said, that on the evening of that same day he settled with the crew of the "*Cyrus*," and on the following morning paid them off with money which he

obtained from his consignee, Lewis Krafft; that he, deponent, gave to each of his crew a certificate, to the effect that they were of the crew of the American brig "*Cyrus*," abandoned as aforesaid, to be presented to the first Consul of the United States they could reach, in order that they should be sent by such Consul to the United States; that he, deponent, also obtained for his crew a launch, called "*la Fortune*," belonging to L. Krafft, the consignee of the "*Cyrus*," on board of which, the same being well supplied with provisions and water, he ordered them to embark on the 4th June, thence for Angola; that, on the evening of the 3rd of June, he, deponent, left Cabinda for Cham, and that at that time the "*Cyrus*" was lying at anchor as aforesaid, and that there was no person on board of her; and that since that time the deponent has never seen the "*Cyrus*," nor does he know what has become of said brig. And deponent further said, that he shipped on board the French barque "*Guatimozin*," of Bordeaux, at Cabinda, bound for Rio de Janeiro; that said barque left Cabinda on the 27th June, 1844, and proceeded direct to her destined port; that said barque touched at no intermediate place; that Cape Frio was the first land made on the coast of South America; and that said barque arrived at Rio de Janeiro on the 28th of July, 1844, in charge of the Mate, M. Challot, the Master, De Cous, having died at sea on or about the 16th of the same month of July. And deponent further declared, that neither before nor after discharging his cargo from Havana, at Cabinda, nor at any other time, had he taken on board any articles or cargo whatever, for the uses or purposes of the Slave Trade; that he had not at any time, on or off the coast of Africa, nor anywhere else, proposed, or received propositions, to sell his said vessel, the "*Cyrus*," directly or indirectly, for the Slave Trade, or any other trade; that his cargo, and voyage, and course of trade were, in all respects, lawful; and that he, deponent, has no knowledge whatever of the said brig "*Cyrus*" since his abandonment of her as aforesaid, on the forcible search and seizure of her papers by a naval officer of the British Government. And urhermore deponent said not.

(Signed) P. C. DUMAS.

Wherefore the deponent, late Master of the brig "*Cyrus*," of New Orleans aforesaid, declares to protest, and by these presents does solemnly protest, on his own behalf, and on the part and behalf of the owners, and all others interested, or in any respect concerned in the said brig "*Cyrus*" and her cargo, money, gold, or other property on board, or either of them, against the said British brig-of-war "*Alert*," and her Commander, officers, and mariners, and all others whom it doth or may concern, for having so seized and taken out of said brig "*Cyrus*," her papers; and thus, in manner aforesaid, having captured said brig "*Cyrus*," her cargo, money, gold, and other property; and also for losses, costs, damages, and expenses already suffered, or which may hereafter accrue, by reason of the foregoing premises. And deponent further declares, that he now looks alone to the Government of the United States for redress in the premises against the unlawful proceedings herein complained of and protested against.

Thus done and protested at the city of Rio de Janeiro, this 22nd day of August, in the year of our Lord 1844.

In testimony whereof I have hereunto set my hand, and affixed the seal of this office, the year and date aforesaid.

(Signed) GEO. WM. GORDON,
Consul United States.

Consulate of the United States, Rio de Janeiro.

I the undersigned, Consul of the United States, hereby certify the foregoing to be a true copy of the original deposition and protest on record at this Consulate.

Given under my hand and seal of office, this 24th day of August, 1844.

(Signed) GEO. WM. GORDON,
Consul United States.

No. 1.

It is this day mutually understood and agreed upon between P. C. Dumas, on behalf of the owners of the American brig "*Cyrus*," 112 tons, whereof the same

is Master, now lying in this port, on the first part, and A. Perez, merchant of this city, on the second part, as follows:—That the said vessel being tight, staunch, strong, and in every respect fitted for the intended voyage, Captain Dumas shall receive on board, in this port, a full cargo, to consist of merchandize, which shall not exceed what she can reasonably stow and carry over and above her tackle, apparel, provisions, and room sufficient for the accommodation of the officers and crew, and which cargo the said party of the second part hereby agrees to furnish.

The said vessel being so laden, Captain Dumas shall, with all possible dispatch, make sail for the port of Cabinda direct; and, on his arrival at the port of discharge, make a true and faithful delivery of the cargo, according to custom and the bills of lading.

In consideration whereof, freight shall be paid immediately on the delivery of the cargo, at the rate of 3,500 dollars, 2,000 dollars of which shall be paid previous to the sailing of the vessel, and the balance on receipt of the receipted bill of lading of the delivery of the cargo to Captain P. C. Dumas.

The lay days shall be as follows:—15 running days for loading here, and 60 running days for discharging at Cabinda and awaiting orders, either there, or at some port in the neighbourhood of Cabinda; after the expiration of which time demurrage shall be paid at the rate of 25 dollars for each and every day, as it may become due.

The cargo shall be taken in according to the custom of this port.

It is further understood and agreed, that the cargo is to be received and delivered alongside of the vessel, within reach of the ship's tackles. All port charges on the coast will be paid by the freighter. And for the due performance of the several articles of agreement, the respective parties do hereby bind themselves, their heirs, executors, administrators, and assigns, in the penal sum of ———; restraint of rulers, the act of God, pirates, enemies, and all and every of the dangers of the seas, rivers, and navigation, of whatsoever nature and kind, always excepted.

In testimony whereof the respective parties have hereunto set their hands in duplicate at Havana, this 3rd of January, in the year of our Lord 1844.

(Signed) P. C. DUMAS.
A. PEREZ.

Witnesses

CLEMENTE PRILLAC.
B. AUGUR.

Cabinda, June 18, 1844.

I certify, that the brig "*Cyrus*" has accomplished her 60 days in Cabinda harbour.

(Signed) L. KRAFFT.

Consulate of the United States, Rio de Janeiro.

I the undersigned, Consul of the United States, hereby certify the foregoing to be a true copy of the original charter-party, and receipt thereupon written, exhibited to me this day by Captain P. C. Dumas, late Master of the brig "*Cyrus*."

Given under my hand and seal of office, this 22nd day of August, 1844.

(Signed) GEO. WM. GORDON,
Consul United States.

No. 2.

Sundry marks

Deliver to Lewis Krafft, Esq., or
order.

A. PEREZ.

Shipped, in good order and well conditioned, by A. Perez, upon the good brig called the "*Cyrus*," whereof is Master for the present voyage P. C. Dumas, now in the harbour of Havana, and bound for Cabinda, to say, 1,397 packages, as per note on the other, side being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid port of Cabinda, (*dangers of the sea only*)

excepted,) unto order or his assigns; he, or they, paying freight for the said goods, as per charter-party, without primage and and average accustomed. In witness whereof, the Master of the said vessel hath affirmed to three bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

Dated in Havana, the 3rd day of January, 1844.

(Signed)

P. C. DUMAS.

* 52 Bales merchandize,
 * 6 Ditto,
 * 15 Ditto,
 * 5 Ditto,
 * 1 Ditto,
 * 1 Ditto,
 * 6 Boxes ditto,
 * 3 Ditto,
 * 3 Bales ditto,
 * 1 Ditto,
 * 5 Boxes ditto,
 * 1 Ditto,
 * 5 Ditto knives,
 * 2 Ditto,
 * 16 Ditto matches,
 * 2 Ditto looking-glasses,
 * 1 Ditto merchandize,
 * 2 Ditto,
 * 2 Ditto razors,
 * 3 Bales merchandize,
 11 Boxes crockery-ware,
 48 Pipes rum,
 974 Kegs powder,
 17 Boxes guns,
 185 Bars iron,
 1 Seroon containing bells,
 6 Barrels assorted cordials,
 2 Seroons tobacco,
 5 Boxes chewing tobacco,
 6 Barrels pitch and tar,
 10 Ditto flour.

1397

Cabinda, April 12, 1844.

Received the said goods as mentioned in bill of lading.

(Signed)

L. KRAFFT.

Consulate of the United States, Rio de Janeiro.

I the undersigned, Consul of the United States, hereby certify the foregoing to be a true copy of the original bill of lading, with marks, endorsements, and receipts thereupon written, as exhibited to me this day by Captain P. C. Dumas, late Master of the brig "*Cyrus*."

Given under my hand and seal of office, this 22nd day of August, 1844.

(Signed)

GEO. WM. GORDON,
Consul United States.

No. 3.

Extract from the Log Book of the American brigantine "Cyrus," of New Orleans, Captain P. C. Dumas.

May 22, 1844.

In latitude 6° 4' north, longitude 11° 30' east.—At 8 o'clock A.M., I was standing to the south-west, and a vessel hove in sight on the larboard bow. At 11:30, I tacked ship to the south-east: the sail in sight hauled to eastward,

* The asterisks represent sundry commercial marks on the several packages, and given in the bill of lading, which cannot be supplied in print.

and gave chase after us. I immediately hoisted the American ensign, but she still gave full chase, and firing her cannon at us in rapid succession. I then perceived that she was an English brig-of-war; the shot from her cannon came so close, that I was doubtful of their carrying away some of our spars, rigging, or sails. I tacked ship to the south-west; as soon as I was abreast of the brig, I tacked the fore-yard, and immediately perceived that they were about to board us; as soon as the boat had arrived at the distance of about 10 yards from us, I hailed her, and enquired what boat it was; but the officer would give me no answer. When the boat had fully reached the ship, I requested the officer not to come on deck; but both he and the boat's crew jumped on deck, as if they were about to make a seizure of a pirate vessel. He then told me, that he was the Captain of Her Majesty's brig "Alert," Captain Bosanquet; that he wanted to see our papers. But I refused to show our papers; and asked of him if he took no notice of our ensign. He made answer, that it was not sufficient for him; that he must see the ship's papers; but I refused to show them, but offered him a letter that I had received from the Captain in Cabinda, that would prove the vessel to be the American brig "Cyrus," of New Orleans, and likewise that the Captain was remaining at Cabinda; the vessel having, according to the charter-party, several more lay days, the Captain thought it prudent to send me with the vessel to cruise a few days at sea, for the benefit of the health of the crew, being at the time of sailing one-third sick: but all this would not serve him. He then said, that if I would not show them, he would make a search, and find them by force. He then required one of his men to come in the cabin, and told him to search that trunk, (which was mine,) and in that trunk he found the papers; he read them, and, not satisfied with that violation, took my log-book, and perused it all through. When he had finished, and satisfied himself of ransacking the ship, I told him to take charge of her; but he took no notice of that, went in his boat, and proceeded on board his brig.

I do here, and all the undersigned, solemnly swear and protest, that the whole of the above specified is the truth, and nothing but the truth.

(Signed) WILLIAM COLEBROOK, *Chief Mate.*
 WILLIAM CROMWELL.
 WILLIAM L. OSMERS.
 his
 PETER ✕ ANDERSON.
 mark.
 DE LA BOURGONIERE, *Supercargo.*
 MIGUEL VILARIAN.

Consulate of the United States, Rio de Janeiro.

I the undersigned, Consul of the United States, hereby certify the foregoing to be a true copy of the original exhibited to me this day by Captain P. C. Dumas, late Master of the brig "Cyrus."

Given under my hand and seal of office, this 22nd day of August, 1844.

GEO. WM. GORDON,
Consul United States.

No. 4.

Protest of the American brig "Cyrus," Captain P. C. Dumas, of New Orleans, against the British brig-of-war "Alert," Captain Bosanquet.—(Log-book page 63.)

Cabinda Harbour, June 2, 1844.

We the undersigned, Captain, Mate, crew, Supercargo, and passengers, certify, that this day, the 2nd of June, 1844, at 1 p.m., a boat, with the English flag and a pendant up, [approached the "Cyrus."] When near alongside, Captain P. C. Dumas hailed the boat, and requested of the officer not to come on board, at the same time recognised the Commander of the British brig-of-war "Alert," who had already visited the "Cyrus" by force when at sea. The boat boarded us, and, manned by the Captain, one officer, one boy, and four negroes, sailors, all came on deck without taking any notice of the Captain's remarks; and ordered his negroes to open the hatches, and acted as if they were capturing a pirate vessel. The British Captain, officers, and men, went in the hold to search, and found that

we had nothing but water ballast in pipes : they came up, and the British Captain requested the ship's papers, and to be handed to him immediately. Captain D. answered that he had seen them once, taken by force at sea ; it was no use to see them twice. The British Captain said, "Refusing to show me your papers, is a proof that you have none ; and I take you to be a pirate, and from this moment I take charge of the brig." Captain D. said to him, as long as the American flag was hoisted, and the ship's papers on board, in his trunk, he would still be Captain of his own ship. The British Captain said, that he was told that the brig had been sold, and it was the reason that Captain D. could not show his papers. Knowing that he would go down into the cabin to make a search, Captain D. ordered to pull down the American flag, which was placed before the cabin door. The British officer wanted to go down into the cabin ; and Captain D. observed to him, that he could not step down without trampling on the United States flag. His answer was, that it made no difference ; and immediately rushed into the cabin, followed by his officer and a negro, trampling the flag under their feet. After having searched all through the cabin, they came on deck. The British Captain perceiving the log-book in the hands of Captain D., he told him to let him have it. The answer was, *Never* : and as long as he would have a drop of blood in his veins, no British subject would take it away from him. Then he observed, that he had the power to obtain it by force, at the same time ordering one of his negroes to take the book from the Captain, who obeyed the order given to him. But Captain D. stepped back, and called for his Mate and crew to defend him, and the book was not taken from the Captain, who, at the same time, called to the French barque "*Guatimozin*," of Bordeaux, for assistance. The crew of the "*Cyrus*," excited with such violation, the British Captain told the Captain of the "*Cyrus*" to stop his men, because he did not wish to see any blood spilt, nor butchery ; then nothing took place, but again requested of Captain D. the ship's papers. Then the Captain of the "*Cyrus*" required of the Captain to show him his authority from the American Government giving him the power to visit an American vessel by force, then the papers would be immediately shown to him. He said, that he had the power on board his brig the "*Alert*," which was lying four miles at sea, anchored ; that his word was good enough. Captain D. said to him, "If you don't show me the power, I will not let you see my papers ;" at the same time told him, "Here is the key" (showing it only) "of the trunk which the papers are in." Then the British Captain required of Captain D. to let him have the key, or he would take it away from him by force. Captain D. defied him to do so. Then he said, that he was going to have the trunk broken open. No answer from Captain D. He then ordered his officer and negroes to go into the cabin and have the trunk open. They broke it, and found the papers ; at the same time Captain D. observed to the officer, that he had in his trunk money in gold, and a gold watch ; he made no answer, but went on deck to hand the papers to his Captain, Mr. Bosanquet. Captain D. said to him, "Now are you satisfied, to see that the papers were on board, and twice in your hands by force ? Please give me these papers, because the brig '*Cyrus*' will make sail to-morrow." He answered, "No, Sir, you will not have them ; I take them with me, to take a copy, and perhaps will return them to you to-morrow." Captain D.'s answer to him was, "As long as my papers are taken away from me, I make an abandonment of my brig for the account of the British Government—also my officers and crew." At the moment the British Captain left the vessel, Captain D. jumped into his boat alone, without taking anything from the vessel, observing to the British Captain, that he had insulted the American flag, which would cost dear to his nation. His answer was, that the American flag was nothing to him.

We all swear that the above is nothing but the truth.

(Signed)

P. C. DUMAS, *Captain.*

WM. COLEBROOK, *Chief Mate.*

WM. CROMWELL.

his

PETER ✕ ANDERSON.

mark

his

JAMES ✕ JOHNSON.

mark

WM. L. OSMERS.

M. BICARDS.

DE LA BOURGONIERE.

Consulate of the United States, Rio de Janeiro.

I the undersigned, Consul of the United States, hereby certify the foregoing to be a true copy of the original this day exhibited to me by Captain P. C. Dumas, late Master of the brig "*Cyrus*."

Given under my hand and seal of office, this 22nd day of August, 1844.

(Signed)

GEO. WM. GORDON,
Consul United States.

A.

Mr Gordon to Mr. Wise.

Consulate of the United States,

Rio de Janeiro, September 19, 1844.

Sir,

Several days ago, I learned that a small brig had arrived at this port, in charge of a British officer and crew; that she had been sent in by a British cruiser as a prize to the British Government; and a report is in circulation, that said brig is American, or of American construction. In consequence of this report, I have endeavoured to obtain information in regard to her, and the circumstances of her capture; and with this object I went on board of her this morning, in company with the British Consul. From what I learn it appears, that a few weeks ago this vessel was fallen in with by a British cruiser called the "*Racer*," now lying in this port, upon the coast of Brazil, about 50 or 60 miles south of Bahia. On being chased, she made for the land, and was run upon a reef, where the "*Racer*" could not follow or approach. While the "*Racer*" was manning her boats to pursue her, she was abandoned by her crew, or by all on board of her, who escaped to the shore, taking with them her colours and papers, (if she had any,) and everything transferable that was calculated to designate her character, ownership, or nationality, with the exception of a few letters and loose papers, apparently accidentally overlooked. Thus situated, and abandoned, she was taken possession of by the Commander of her Britannic Majesty's brig "*Racer*," and sent into this port, where she arrived on or about the 4th instant. It is also stated, that this vessel recently landed, near Bahia, about 600 slaves; and further, that the papers found on board of her implicate, as connected with her, a French mercantile house and an English ship-chandler at Bahia, and that some of them were signed "*W. J. T.*"

The vessel is an hermaphrodite brig, according to new measurement, of 225 tons burthen. Her length over all is 89 feet, and within 85 feet 6 inches; breadth of beam 25 feet 6 inches, depth 10 feet 2 inches. She has on board 54 water casks. At present she has no extra or slave deck; but there are traces of there having been one laid over her water casks. In her hold, near her cabin, are some extra fixtures, that might have been for the accommodation of slaves. Her cabin is large, with berths for 12 persons. On the ceiling, over one of the berths, is written, with pencil, "*Captain William J. Tyler, brig 'Sooy,' of * Tortugas.*" On her stern is painted (somewhat blurred at present, but sufficiently intelligible to be read) the words "*'Sooy,' Newport,*" surmounted by a carved spread eagle. There is painted on her top-sail the letter "*S,*" on her fore-top-sail "*O,*" on her top-gallant-sail "*O,*" and on her royal-sail "*Y.*" She appears to be a well built vessel, and not old. Her model, style of rigging, and general appearance, all indicate that she is of American construction; and this, taken in connection with the fact that she bears upon her stern the name of an American port, presents strong presumptive evidence that she was once American property. But notwithstanding all these facts and circumstances, and in the absence of any claimant or claimants, the evidence, I think, must be considered insufficient to show that she was American property at the time of her capture. And I do not understand that there is any evidence, or pretence, on the part of any one, that she showed or had American colours or papers at the time of her capture; and, for the honour of the American flag and nation, if she were a slaver, or engaged in any illicit trade justifying her seizure, it is to be hoped, that no American citizen possessed ownership or interest in her at that time, whatever might originally have been her national character.

I have, &c.

(Signed)

GEO. W. GORDON,
Consul United States.

His Excellency Henry A. Wise,
&c.

&c.

* It may be that this "of" was put for the word "off."

B.

*Mr. Wise to Mr. Hamilton.**United States Legation,
Rio de Janeiro, September 21, 1844.*

The Undersigned, &c. &c. is confident that your Excellency will duly appreciate the motives with which he addresses to you the enclosed copy of a letter to him from the Consul of the United States at this port. The fact that the brig referred to, lately captured by a British cruizer, and brought into this harbour as a prize, is certainly of that construction which is peculiar to the northern ports of the United States; that she has plainly lettered upon her stern the words "'Sooy,' Newport," surmounted with a carved spread eagle; that Newport is the name of one of the ports of the United States, where vessels of a construction similar to hers are built; that she has written in pencil, on one of her berths, the words "Captain William J. Tyler, brig 'Sooy,' of Tortugas," (the word "of" probably meant for the word "off;") and that, as the Undersigned is informed, there are other rumours current, and credited here, besides those mentioned by the enclosed, which implicate American citizens;—all these circumstances make it proper to request of your Excellency, officially, all the information in your possession, or which you can cause to be given, respecting the capture and character of this brig, so far as the same may concern the flag, or the character and conduct of the citizens of the United States. It is deemed sufficient to say, in explanation of this request, that the objects are, to ascertain, first, whether the flag of the United States, and papers issued by their authority, (if that vessel was sailing under their protection,) were duly respected in her chase and capture by Her Britannic Majesty's cruizer "Racer;" and second, whether there is any testimony or evidence to prove that any citizen or citizens of the United States have, in this instance, been guilty of violating the laws of the United States enacted against the African Slave Trade; and, if so, that the Undersigned may be enabled to take every possible step in his power to detect and cause the arrest of the culprits, and to bring them to trial and condign punishment.

The Undersigned, &c.

(Signed) HENRY A. WISE.

*His Excellency H. Hamilton,
&c. &c.*

C.

*Mr. Gordon to Mr. Wise.**Consulate of the United States,
Rio de Janeiro, September 23, 1844.*

Sir,

I learn that all, or most of the crew of the brig "Sooy," who abandoned her at the time of her capture by the British brig "Racer," are now in this city; and I have had communication, through a person employed for the purpose, with one of them. According to the report made to me, this seaman says, that he first saw the brig "Sooy" on the coast of Africa, on the day that he shipped and went on board of her; that she then had Brazilian colours flying; that, on the same day and evening, a cargo of slaves was put on board of her, and on the same night she sailed for this coast; that he never saw American colours on board of her, and that no colours of any kind were ever used or hoisted subsequently to the day referred to; that a few days before she was captured, 580 slaves were landed from her near Bahia; and that when taken, she was on her way to Victoria. He says, that he thinks she is owned at Bahia, and was recently sold there by American owners, by whom she was probably delivered on the coast of Africa, about the time he joined her. This seaman further says, that neither the Master, Mate, nor any of the crew, on her passage from Africa to this coast, were American; but one person on board of her spoke English, and he was a Spaniard.

I have, &c.

(Signed) GEO. WM. GORDON,
*Consul United States.**His Excellency Henry A. Wise,
&c. &c.*

D.

Mr. Gordon to Mr. Wise.

Sir,

*Consulate of the United States,
Rio de Janeiro, September 28, 1844.*

By the politeness of Messrs. Maxwell, Wright, and Co., of this city, I have been permitted to examine the correspondence of John S. Gillmer, Esq., of Bahia, with that firm. In one of these letters, dated 23rd May, 1843, it is stated, that "the American brig 'Sooy,' from Lisbon, with," salt and wine was at Bahia on that date. In another, dated 7th November, 1843, it is said, "the brig 'Sooy,' from Africa, is the only American arrival," &c. And in another, dated 8th January, 1844, "The 'Osceoki' * * * * *; this vessel, with the brig 'Sooy,' and whale-ship 'Two Brothers,' are the only Americans in port."

By a Government steamer for Bahia, which was to have left several days ago, but was detained until this day, I have written to the Consul of the United States at that port for such information as he may possess in regard to this vessel, the "Sooy."

I am, &c.

(Signed)

GEO. WM. GORDON,
Consul United States.*His Excellency Henry A. Wise,
&c. &c.*

(Extract.)

Mr. Wise to Mr. Calhoun.

Sir,

*Legation of the United States,
Rio de Janeiro, November 1, 1844.*

The enclosed No. 1 is a copy of the letter of Mr. Hamilton relating to the brig "Cyrus," the papers concerning which case have heretofore been sent to the Department.

No. 2 contains the copies of the papers which were found on board the brig "Sooy," with all the information in possession of Mr. Hamilton respecting the capture and character of that vessel.

No. 3 contains Mr. Gordon's correspondence with Mr. Alexander H. Tyler, Consul at Bahia, and my correspondence with Mr. Gordon touching the same.

These papers but too clearly show how the African Slave Trade is carried on in Brazil, and how shamefully the United States flag is prostituted to its infamous uses. Our laws should be modified to meet this way of aiding and abetting the Slave Trade by the sale of vessels here, to be transferred and delivered on the coast of Africa. Thus it is that our flag is made to protect a Brazilian vessel, with a crew and perfect outfit of slave deck, water casks, irons, &c. to the African coast; and I venture to affirm, that not a vessel of the United States is sold in Brazil, to be delivered at a port in Africa, without taking out a crew and such outfit for the Slave Trade, and without the United States Captain and crew, if not owners and consignees, wilfully and knowingly aiding and abetting that traffic; and I affirm further, that in all such cases the United States Consul has reason to know, and does know to a moral certainty, that in every such case, without exception, there is more or less preparation for, and an intention to engage in, the Slave Trade, if opportunity favours the attempt, when any such vessel clears from his office in Brazil. But the Consuls say to me, "What can *we do*? The owners, or persons empowered, have the right to sell and deliver where they please." I have ventured to say to Mr. Gordon, that there is a qualification to this right; and I beg to know whether, in case a Consul has good reason to believe, from the notoriety of the mode of carrying on this trade, and from his knowledge of the parties to the given transfer of vessel, that the flag of the United States is about to be abused to the purpose of an infamous offence against the laws of the United States, he may not refuse to clear the vessel? Ought not our Government to give immediately as strict and strong instructions, in a circular to Consuls on this subject, as its nature requires, and as our laws of navigation and commerce will permit? What power have I to instruct and direct United States Consuls in the jurisdiction of Brazil? If American Ministers have no power of controlling them, there ought to be a Consul-General of the United States allowed and appointed for this Empire forthwith.

Until instructed not to do so, I shall assume to call for information from, and to direct the action of Consuls; and, in one word, to take any lawful responsibility

for the suppression of the Slave Trade carried on by citizens of the United States under their flag. I, therefore, hesitated not to have sent to Mr. Consul Tyler, at Bahia, the letter a copy of which is enclosed. He is, I am told, a clerk or subordinate in the house of Mr. John S. Gillmer, who, you will see by the letter of Mr. Gordon to me, is said to have actually sold the ship "*Gloria*" for the Slave Trade. At all events, you will see the names of the owners of the "*Sooy*," in the State of New Jersey, and of her Master and Mate. The exposure of the names alone of our citizens engaged directly or indirectly in this traffic, may go very far to arrest it. I beg to know of the Department, whether my action in all these matters has been too strong; and, if it is not approved, I desire instructions for the future. If I felt fully empowered, and that I would be fully sustained in the prompt and decisive application of moral and physical means here, I would stake my reputation on the attempt to break up all participation in the Slave Trade by United States vessels and citizens, root and branch, in one year from the commencement of operations—and that, too, without any undue restrictions upon, or obstruction to, our lawful commerce. Frigates are not the ships-of-war to cruize upon this station. Station one here, and one on the river Plate, to interchange frequently, and visit Pernambuco and Bahia at *irregular* intervals; and near those places keep a regular force of two sloops-of-war and four brigs, at least, to run into shoal waters on the coast from Frio to St. Roque, and keep them, and as many more small vessels as possible, cruising from the Brazilian to the African coasts, between the parallels of 7° or 8° north and 7° or 8° south of the equator. Instruct the Consuls to inform the Captains and Commanders of these vessels, immediately, in all cases of a sale of a United States vessel in Brazil, to be delivered in Africa or elsewhere; and instruct those Captains and Commanders to keep a look-out for those vessels when sailing, and to examine their outfit, if suspicious, while under the American flag. Cause the Consuls to enquire the names of owners and consignees, Masters and Mates of such vessels so sold, and to have the same published in the United States and in Brazil; and appoint such Consuls only as are men of high and firm character, and pay them well enough to enable them to live without engaging in any trade or traffic, or having any business connections in this country. I beg that the whole subject may be brought before Congress; and I refer to Mr. Slocum's correspondence, already published, for further information; and though I do not agree with the mode suggested by him, of not allowing our vessels to trade from South America to Africa, yet, from his representations the nature of the evils may be seen, and the remedy for them may be judged of.

I have, &c.

Hon. J. C. Calhoun,
&c. &c.

(Signed) HENRY A. WISE.

No. 1.

Mr. Hamilton to Mr. Wise.

Sir,

Rio de Janeiro, October 12, 1844.

I have to acknowledge receipt of the copies, which you were so good as to send me on the 21st ultimo, of the depositions taken in the United States Consulate in Rio de Janeiro, respecting the visit and detention, on the coast of Africa, by some of Her Majesty's ships-of-war, of the "*Cyrus*," United States merchant vessel.

Returning to you my thanks for these documents, which I have lost no time in communicating to my Government,

I have, &c.

(Signed) HAMILTON HAMILTON.

His Excellency Henry A. Wise,
&c. &c.

No. 2.

Mr. Hamilton to Mr. Wise.

Sir,

Rio de Janeiro, October 12, 1844.

I duly received the letter your Excellency did me the honour to address to me on the 21st September, respecting a brig called the "*Sooy*," recently captured off Bahia, by the English brig-of-war "*Racer*."

Under an impression, from circumstances which you enumerate, that the brig

"*Sooy*" may be American property, or that American citizens may, in some measure, be interested in her, your Excellency asks for information respecting the capture and character of the said vessel, so far as the same may concern the character and conduct of citizens of the United States, your Excellency's object being, to ascertain, first, whether the flag of the United States, and papers issued by their authority, (if that vessel was sailing under their protection,) were duly respected, in her chase and capture, by Her Britannic Majesty's cruiser "*Racer*;" and second, whether there is any testimony or evidence to prove that any citizen or citizens of the United States have, in this instance, been guilty of violating the laws of the United States enacted against the African Slave Trade; and if so, that your Excellency may be enabled to take every possible step in your power to detect and cause the arrest of the culprits, and to bring them to trial and condign punishment.

With a view to obtain the required information, I referred your letter immediately to the officer in command of Her Majesty's squadron on the Brazilian station. My communication to that effect was crossed by one from Commodore Purvis, covering a detailed report from Commander Reed, of the "*Racer*," on the subject, of which a copy is enclosed under A.; and, subsequently, in answer to my requisition, the Commodore addressed to me two others, enclosed under B. and C. These communications, together with the accompanying copies of letters and other documents found on board the "*Sooy*," contain all the information connected, proximately, or remotely, with the capture and character of that vessel, which I have been able to procure; and I trust that it will show the capture was fully justified, and that it may offer to your Excellency data for following up with greater success the very laudable investigations you have undertaken.

I have, &c.

(Signed) HAMILTON HAMILTON.

His Excellency Henry A. Wise,
&c. &c.

A.

Sir,

"*Alfred*," Rio de Janeiro, September 25, 1844.

I do myself the honour to enclose to you the report forwarded to me by Commander Reed, of Her Majesty's sloop "*Racer*," stating the capture of a vessel having painted on her stern "*Sooy*," of Newport," and of American build. No ship's papers, it appears, were found on board; no colours, or any one of her crew; but the latter, in escaping from the vessel, fired upon the British colours displayed in the "*Racer's*" boat. Captain Reed informs me, he received information, when at Bahia, that this vessel left that port about the month of April last, under American colours; and that the day before he took her, she landed to the southward of the false bar 650 slaves.

I have, &c.

(Signed) J. B. PURVIS, Commodore.

Hamilton Hamilton, Esq.
&c. &c.

Sir,

"*Racer*," Bahia, August 21, 1844.

I do myself the honour to report to you the circumstances under which a boat, manned and armed, belonging to Her Majesty's brig "*Racer*," under my command, fell in with and detained a brigantine deserted by her crew, and having painted on her stern "*Sooy*," of Newport," evidently American build. No colours or papers of any description, to prove her nationality, were found on board of her; but bills of lading for slaves, &c. and a letter, in English, from a noted house in Bahia, pointing out the method by which the cargo of slaves was to be landed, and implicating in the transaction, I regret to say, an English resident there, by the name of Gouds. The officer reports, that he observed a vessel about six or seven miles from the land, making every effort to avoid him; and immediately he saw a large boat quit her, and some time after another boat, evidently containing the crew, who, upon coming within range of musketry, fired into Her Majesty's boat—who had the national colours and pendant displayed—fortunately without effect. The officer also reports, that while he was in chase, the vessel was under full sail, running towards a reef of rocks; and upon the officer getting on her deck, he found she

had, without aid on his part, from having touched, *float*ed off again, without a soul on board. I have, therefore, deemed it proper to send her to Rio, to await the issue of any claim the Government of Brazil may make, or private individuals, in shape of owner. The latter I should very much doubt, as there is no question of the traffic in which she has been engaged, having on board a large number of water casks, slave irons, a slave deck, &c.

I should, in obedience to the instructions with which you furnished me prior to leaving Rio Janeiro, have delivered this vessel to the Brazilian Commodore at Bahia; but having learned that she sailed from that port in April last, under American colours, for the coast of Africa; the crew, when leaving the vessel, having discharged several musket-shots at the boat of Her Majesty's sloop "Racer;" and other circumstances presenting themselves, as discovered by a letter in the English language found on board her, in which are developed the artifices practised to evade the execution of the Treaty between Great Britain and Brazil; together with the augmented disclosures, apparently of *Frenchmen, our own countrymen, and Americans, aiding and abetting*;—I considered it imperative on me, both for the safety of the vessel, and to put her Majesty's Minister and yourself in possession of a transaction of such novelty and interest, to order her to the seat of government of His Imperial Majesty.

I have, &c.

(Signed) ARCH'D REED, *Commander.*

Commodore Purvis,
&c. &c.

Bahia, August 16, 1844.

In consequence of an English brig-of-war, called the "Racer," cruising so as to prevent any vessel to come in, or proceed to the place of destination pointed out by Mr. Sala, we avail ourselves this day of sending out a whale-boat, which we are in every hopes of meeting you, to give you the following notice.

As soon as you meet the boat and our letters, you will please make out to sea, to the northward of the Torre, as far as you can, so as to calculate your return to the same place from the time you receive these our advices, say in 48 hours—so as, by your return to the same place, you will meet by that time nine or 10 whale-boats to take the cargo of S. you have on board. You should be aware, and not neglect to throw overboard all the pipes; wash the vessel; not let any boards, ovens, or anything else suspicious, remain on board. You have not any occasion for sand or ballast. Make two manifests (one of which shut up) declaring what the vessel brings. In short, I hope you will take every precaution, so as to prevent any suspicion. Recollect that the vessel-of-war has also a large boat, with a gun, and goes a cruising. Endeavour to keep as far north as possible, for safety's sake. The bearer of this is the nephew of Mr. Gantois, J. Gouds, who is known on board. After your reading this letter, please to tear the same up, so that you will not have anything on board which may be a hold on you. You may forward us the correspondence, and any little thing you may have on board for us, to be forwarded as soon as possible to us.

We remain, &c.

(Signed) GANTOIS & PAILHET.

[Directed "to Wm. Topham, or any seaman on board in his absence, of 'Sooy' or 'Fortuna.'"]

Translation of a Letter directed to M. Manuel de Oliveira Naguira, absent, to his order, Bahia.

My Dear Sir,

Onim, July 13, 1844.

I hope these two lines will find you in the enjoyment of a perfect health—such as I could wish for myself. I am at present very well. I have sent, by the schooner "Fortuna," a bale of goods—female. If it should arrive in safety, you will have it sold, and keep the produce thereof until my arrival. My affair has not come on shore yet. Do not mind what Mrs. Maria Antonio is doing. You must have patience; and all I may mention in the letter, you had better do. Mr. Pedro is already here. Speak not a word more about the little black girl that Peter swapped. Wait for me, as I will soon start. I have had no answer about the money in possession

of Mrs. Courtancia ; therefore, you must try to recover it, as if it were your own property.

I remain, &c.

(Signed) APOLINARIO NICOLAS DA COSTA.

M. Manuel de Oliveira Naguira,
&c. &c.

N.B.—Remember me to every one of your family.

Translation of a Letter directed to Mrs. Maria Antonio, at Santara Barbara, Bahia.

My dear Madam,

Onim, July 13, 1844.

Whom I highly respect. I hope these two lines may find you enjoying a good health—such as I could wish to enjoy myself. I have sent, by the schooner "*Fortuna*," a bale of goods (a female one) to be delivered to Mr. Manuel de Oliveira Naguira, who is to sell it, and keep the money. The tobacco you sent was not much to my taste ; you could have done better, had you sent cotton goods. I did not send small merchandize, because I had nothing wherewith to buy it. Mr. Pedro has arrived ; and, therefore, do not talk much about it. My correspondent informed me, that if I had anything to send, I might forward it to you ; for you are all quarrelling with him. Be cautious ; do not squander the money away, for it is useful to me, and to yourself.

(Signed) APOLINARIO NICOLAS DA COSTA.

Mrs. Maria Antonio,
&c. &c.

Translation of a Letter directed to Mr. Antonio Joze Lopes, absent, to his order, Bahia.

Dear Sir,

Onim, July, 1844.

You have herewith the bill of lading for nine slaves, which I have put on board this patacho. After you have taken charge of your two female slaves, and of my two slaves with their babies, you will do me the favour to sell the one with the bigger child, and deliver the other to my godfather, Gabriel Moreira ; and will also oblige me by delivering the slaves consigned to you to their respective owners, as per bill of lading.

Your clerk knows Joze da Silva Freire, who was formerly a slave to Gregorio da Silva Freire. You will, after delivery, receive from him a balance he owes me.

I am, &c.

(Signed) BELISARIO FRANCISCO DO ESPIRITO SANTO.

Mr. Antonio Joze Lopes,
&c. &c.

Translation of a Letter directed to Mr. Gabriel Moreira, absent, to his order, Bahia.

My Godfather,

Onim, July 12, 1844.

With regard to the house left by my aunt, and to the young slaves : you will please to have the house repaired, the tiles of which are to be fastened with mortar. The young slaves, you will be pleased to have them taught some trade. By Mr. Antonio Jozé Lopes, I send a black woman with a child. She is to remain at home, and to be taught how to wash and iron, as you will see from the bill of lading. I have not been able, as yet, to procure the cloth which Mrs. Felisberta told me to get for her.

Remember me to Mrs. Felisberta, to Mr. Maria Antonio, and to all the family.

Yours, &c.

(Signed) BELISARIO FRANCISCO DO ESPIRITO SANTO.

Mr. Gabriel Moreira,
&c. &c.

Translation of a Letter directed to Mr. Domingos Soares Pereira, absent, to his order, Bahia.

Onim, July 16, 1844.

By the present patacho "*Providence*," I sent you a parcel (female) which you will see mentioned in the other letter which accompanies the bill of lading. Allow me to manifest to you the state of this country, which must now be pretty well known to you, from the accounts of those persons who have been obliged to leave this place in a hurry.

Having received 29 pieces of cloth, of the value of 200 milreas, more or less, I must inform you, and the other gentlemen, that you should not take into consideration the amount of the money, but the number of pieces; for here they reckon each piece one ounce, or doubloon, without any regard to its original price, except the damask velvet; and even for this, which is worth 120 milreas, the King will not give more than one slave.

On receiving this parcel, you owe me seven doubloons—being five per cent. of goods and two for ship expenses, carriage, &c.; both on your account, and that of the other gentlemen, I was obliged to pay 14 doubloons; and every person that comes here has to do the same, according to the cargo; and in this are not included many other expenses—as provisions, utensils, &c.

I remain, &c.

(Signed) BELISARIO FRANCISCO DO ESPIRITO SANTO.

Mr. Domingos Soares Pereira,
&c. &c.

Translation of a Letter directed to Mr. Antonio Joze Lopes, absent, to his order, Bahia.

Onim, July 14, 1844.

By the patacha "*Providence*" I send nine slaves, as you will see from the annexed bill of lading. There are among them two girls—the older is on the account of the merchandize, and the younger is on the account of the coral; the balance of which shall afterwards be sent, although I think the expense must absorb the whole, because, for each slave that is put on board, two pieces of cloth are to be given to the King, besides other expenses. Of my two female slaves, the older is to be sold, and the younger to be kept at home for my service. I do not think it necessary to write to Mr. Jean Rodrigues Bandeira, nor to Mr. Freitas, as, from what I write to you, they will have sufficient information, on your communicating it to them.

Do me the favour to tell Mr. Jean Alves da Cunha, that I have not yet received account nor the bill of lading; I have not, in consequence of this, been able to recover anything. By the French brig, I forwarded to Mr. Joas Alves da Costa 22 African shawls—nine large, one smaller blue, 12 blue; which you will please to pass through the Custom House.

This is all I have at present to acquaint you with; and I remain ever disposed to render you service, as

Yours, &c.

(Signed) BELISARIO FRANCISCO DO ESPIRITO SANTO.

Mr. Antonio Joze Lopes,
&c. &c.

Translation of a Letter directed to Mr. Clemente Alves Moreira, Bahia.

Onim, July 15, 1844.

By the present schooner "*Providence*," I send you a parcel (female) marked with a * above the navel, as you will see from the bill of lading in the hand of Mr. Antonio Joze Lopes; for they are all to be delivered to him, to avoid the necessity of making out a list with many particulars. You have to repay me two doubloons for your share of expenses, as well as the other gentlemen who made me their consignee; for I paid the King 14 doubloons, beside anchorage, discharging, conveyance from the beach to the town, canoes, &c. By another vessel, I will send you another; but I must tell you, that your goods cannot afford to buy much,

because the negroes refuse to take the pieces of cloth with only 24 to 26 yards; they want pieces with 30 and 32 yards of fine cotton—very good printed calicoes and gingham; and you must mind this for your guidance. Both my waiter, who is here, and myself, have to recommend to you to do all in your power, together with Mr. Antonio Lopes, to send away my young waiter, who is now concealed at home, without being able to learn any trade, on account of the unfortunate recruiting law. The moment the country frightens away its children, they should not remain in it. You must understand yourself with my mistress for this purpose.

[Remainder of letter, about quality of goods, not copied.]

(Signed) BELISARIO FRANCISCO DO ESPIRITO SANTO.

Mr. Clemente Alves Moreira,
&c. &c.

Marks and number of slaves shipped on board the patacho "Fortuna," as per two bills of lading, dated Onim, July 15, 1844. (Signed with initials as here traced—D. N. S.)

Bill of Lading No. 1.

Marks.

- * Right thigh; belonging to Belisario Francisco do Espirito Santo—
women 2
- * Right arm; belonging to J. Lopes—females 2
- * Left arm; belonging to F. J. de Freitas—male 1
- * Right shoulder; belonging to Joas R. Bandeira—male 1
- * Left shoulder; belonging to Domingos Soares Pereira—female 1
- * Above the navel; belonging to Clemente A. Moreira—female 1
- * Left thigh; belonging to J. de Sa. Freire—female 1

Seven women and two men—two of the women with children.

Bill of Lading, No. 2.

MB Below the navel—1 black woman.

Account current.

Bahia, September 17, 1844.

Mr. Joaquim Joze de Freitas,

To Antonio do Silva Tavares, Dr.

Goods for the coast of Africa—

50 Pieces of twilled cotton; yards 1,500, at 210 reas	. 315\$000
20 Pieces of twilled cotton; yards 400, at 210 reas .	. 84\$000
60 Pieces of plain wide; yards 1,440, at 170\$000 .	. 244\$800
50 Pieces of madhaphoens, at 3\$300 . . . . .	. 165\$000
	210\$565

1,019\$365
602\$345

For goods and money furnished lately to his family 1,621\$710

The said gentleman, Cr.

Cash from Mr. Belins, at two different times . . . . .	. 900\$000
Balance of Mr. J. Alves Guimeira's debt . . . . .	. 4\$720
Cash from the produce of the slave . . . . .	. 380\$000
An order from Antonio Ferras Monie on Peinentas & Co.	100\$000
An order on Thomas da Costa Ramor, at Rio de Janeiro .	. 236\$990

1,621\$710

CLASS D.

B.

Sir,

"Alfred," Rio de Janeiro, September 25, 1844.

I do myself the honour to acknowledge the receipt of your letter, enclosing the communications of the Minister of the United States and Consul, and beg to refer you to my letter and Captain Reed's report; but I would add, that, although this vessel may have sailed from the port of Bahia under the flag of the United States, it does not follow that, when captured, she was owned by an American citizen, as frequent instances have come to my knowledge of a sale, or pretended one, taking place after their arrival on the coast of Africa.

I have, &c.

(Signed) J. B. PURVIS, *Commodore*.

Hamilton Hamilton, *Esq.*
&c. &c.

Sir,

"Racer," Rio de Janeiro, October 7, 1844.

I have the honour to acknowledge the receipt of your letter of yesterday's date, ordering me to deliver up the vessel called the "Sooy" to the proper Brazilian Authorities; and beg to represent to you, that, from the peculiar circumstances under which the vessel was detained, as described in my letter of the 21st of August, I beg to request, you will not allow her to be given up without the payment of the usual salvage upon the full value of the vessel; which I consider to be a fair demand, she having been found deserted by her crew, in a place abounding with rocks and shoals.

I have, &c.

(Signed) ARCHIBALD REED, *Commander*.

Commodore Purvis,
&c. &c.

C.

Sir,

"Alfred," Rio de Janeiro, October 7, 1844.

I beg to acquaint you, in accordance with the instructions received by me from the Lords Commissioners of the Admiralty, relative to the vessel captured by Her Britannic Majesty's brigantine "Dolphin," and the suggestion contained in your letter, under date the 24th ultimo, I have directed Commander Reed, of Her Majesty's sloop "Racer," to surrender the "Sooy" to the Brazilian Authorities, as a vessel *found derelict* within the territorial jurisdiction of that Government.

The peculiar circumstances under which she is found on the coast of Brazil, render it incumbent on me to expose one of the various artifices practised by slave dealers. The "Sooy" is of American build, has on her stern the "eagle" carved, and painted in large letters "'Sooy,' of Newport." This vessel, it is well known, sailed from the port of Bahia under the American flag, with an American crew on board, for a port on the coast of Africa, with an understanding that when the slaves were *actually* on board, the Master and crew should leave her, which they did, and she was surrendered to the Captain and crew of a slave dealer there, who landed on the coast of Brazil 625 slaves. She was met with by the "Racer's" boat, not far from the rock where the crew had deserted her, having struck on the shoal, and drifted off. Papers which have been placed before me, implicate an Englishman, and a French house, in Bahia; and I cannot but believe the Americans who sailed from Bahia in her, equally culpable; so in this instance, is developed the impropriety of conduct of natives of all three countries so strenuously opposed to the inhuman traffic, and whose respective Governments are using, in accordance with the true faith upon which Treaties are based, all the means to repress it in their power. I would willingly hope the Government of the Empire of Brazil will, in this instance, enact a part, and creat an example, by using all the means within its reach to bring the offending parties to light, and mark the same with condign punishment.

I conclude with remarking that, in my opinion, the Commander of the "Racer"

supplicates *no more* from the Brazilian Government than, under all the circumstances attending this case, he appears to me to be entitled to.

I have, &c.
(Signed) J. B. PURVIS, *Commodore.*

Hamilton Hamilton, Esq.
&c. &c.

No. 3.

Sir,
*Consulate of the United States,
Rio de Janeiro, October 21, 1844.*

Herewith I enclose a copy of a letter that I addressed to Alexander H. Tyler, Esq., Consul of the United States at Bahia, in relation to the brig "*Sooy*," dated 27th September last, and of Mr. Tyler's answer thereto, dated 12th instant.

I embrace the present occasion to say, that a seaman, named Charles Bigelow, came to this port from Bahia in the early part of this month, and stated to me, that while at Bahia, he fell in with the crew of the "*Sooy*," who deserted her at the time she was captured. He said, that he was told by them, that the "*Sooy*" was sold at Bahia for a slaver, and delivered on the coast of Africa; that the same American crew who went over to the coast in the brig came back in her, and were on board of her when 580 slaves were landed from her, near Bahia; that the American Master only left her on the coast, and that she came back under a Portuguese Master; that among her crew were four Americans and one Englishman; that the Englishman shipped at Bahia for England; that one American, named George ———, shipped and went home in a brig bound to Philadelphia; that another, named Joseph Cutius, or Cutus, was Second Mate of the "*Sooy*," and was at Bahia about the middle of September.

This statement is sustained by the letter of Mr. Tyler, excepting that the two accounts disagree as to the number of Americans on board the "*Sooy*" on her return passage from Africa.

Bigelow also stated, that he arrived at Bahia as one of the crew of an American brig called the "*Gloria*," Smith, Master, and was there discharged, in consequence of the sale of said vessel at Bahia, by John S. Gillmer, as he supposes, for the Slave Trade. Bigelow is now on board the "*Raritan*."

I am, &c.
(Signed) GEO. WM. GORDON,
Consul United States.

His Excellency Henry A. Wise,
&c. &c.

Sir,
*Consulate of the United States,
Rio de Janeiro, September 27, 1844.*

The British brig "*Racer*" sent into this port, on or about the 4th instant, an hermaphrodite brig, which she is said to have captured on the coast, about 50 or 60 miles south of Bahia, under pretence that she was a slaver. The prize brig has upon her stern the words "*'Sooy,' Newport;*" and, judging from her model, style of rigging, &c. she is of American construction. It is known, that during the month of January last, an American vessel by that name was at your port. The object of this is, to gain such information in regard to this vessel as may be in your possession. For instance:

When, as an American vessel, she last arrived at Bahia, and the names of her Master and owner? When she cleared, and in what national character? and if as an American vessel, the names of her owner, consignees, Master, and list of crew, where bound, &c.? Whether she was sold at your place; and, if so, the date and conditions of sale, if known to you? And also all such other facts in relation to her, and her course of proceeding, as may be known to you—touching particularly the ownership and nationality. Have you any knowledge of any connection that one Captain William J. Tyler may have had with said vessel—what such connection was—and about what date? The object for obtaining this information is, to ascertain what steps, if any, it is necessary and proper to take, in the absence of any personal claimant, in view of the fact that the British flag is waving in this

port over a vessel evidently of American construction, and with the name of an American port still on her stern.

Alexander H. Tyler, Esq.
&c. &c.

I am, &c.
(Signed) **GEO. WM. GORDON,**
Consul United States.

Consulate of the United States,
Bahia, October 13, 1844.

Sir,

I beg to acknowledge the receipt of your letter of the 27th September, which was received on the 5th instant. In reply I have to state, that the brig "*Sooy*," of Newport, New Jersey, Mark H. Leeds, Master, arrived here from Lisbon, on the 25th day of April, 1843, for the first time, and sailed again on the 3rd day of July, with a cargo for the coast of Africa; after landing which, she returned to this port on the 1st of November, and remained here until the 26th day of April last, when she again cleared and sailed (the last time with a cargo) for Onim, on the coast of Africa, where she had arrived and discharged her cargo. She cleared from this as an American vessel. Her crew consisted of six Americans and three foreigners, besides the Master, who is a native of Newport, New Jersey. Her consignees, when last here, were Messrs. Gantois and Pailhet, Frenchmen, and who loaded her both voyages to the coast of Africa. She was owned by Nicholas Sooy, of Burlington county, and N. S. Thompson, of Atlantic county, State of New Jersey, as appeared by the register. I have no knowledge of any connection or interest which a Captain William J. Tyler may have had with said vessel.

I am not aware that she was sold at this place, but much suspect she was—or, at least, that some arrangement was made for selling her on the coast of Africa. She arrived on this coast some time in the month of August, under the command of a Brazilian, manned partly by Brazilians and five of the former crew, among whom were two Americans. The Master, Mark H. Leeds, the Mate, and remainder of the crew, I am informed, are on board the American brig "*Albert*," now on the coast of Africa, and expected here soon. She brought from Onim, and landed on the coast, about 600 slaves, and was on her way into the port when an armed boat from the British cruizer chased her, and she was run on shore, and abandoned. Two of the men of the crew she took from here, who came back in her, state, that the crew was paid off at Onim, and they were persuaded by the Master to come in her, and told, if they did not they would be left on shore. I am awaiting the return of the Master to enquire into this.

I feel quite confident that the vessel has been sold, and was delivered over on the coast of Africa. Indeed, I have been told by a party here, that papers are now getting ready to send on to Rio de Janeiro to claim her. She is, doubtless, owned now in this city by foreigners; but whether the Master has not made himself liable for aiding and abetting the Slave Trade, in the manner of selling her, is a question that I am endeavouring to find out; and I will thank you to let me know if in the course of the investigation which may be made, anything tending either to exculpate or criminate him should appear.

I am, &c.
(Signed) **ALEXANDER H. TYLER,** *Consul.*
G. W. Gordon, Esq.
&c. &c.

Mr. Wise to Mr. Gordon.

Legation of the United States,
Rio de Janeiro, October 25, 1845.

Sir,

Yours of the 21st instant, enclosing your correspondence with Mr. Tyler, our Consul at Bahia, was received by me the day before yesterday, and, but for my illness since, would have been immediately answered. I desire you forthwith to write to Mr. Tyler again, and to inform him, by sending a copy of this, that his answer of the 13th of October to yours of the 27th September last, appears to me very vague and unsatisfactory—much more so than should have been expected

from a faithful and vigilant Consul at his post. I write this plainly, and intend to communicate it unreservedly to him, because, if he ought to be free from the suspicion of not attending strictly to his duty of preventing or not conniving at the African Slave Trade, he should have the opportunity afforded him of making his information more clear and more full than it seems to be in this case. I shall transmit all the papers touching the case of the "*Sooy*" to the Department of State, but will reserve all comments upon it, relating to the scenes at Bahia, until I hear again, through you, from Mr. Tyler.

Your letter to him, though not very particular in its specific enquiries, was general enough to cover a call for *all* the information in his possession. He seems barely to have stuck to the letter of your enquiry. Now, I wish to be informed—

First, What was the "*Sooy*" doing at Bahia from the 25th April, 1843, to the 3rd day of July, 1843, when she sailed to the coast of Africa? Was she then under American colours? With what kind of cargo did she sail? Was she fitted in any respect, and by whom, for the Slave Trade? With what kind of a cargo did she return from Africa? If any, where did she enter or land it? and under what ownership and nationality? By whom and to whom was she consigned? What were the names of her Master, Mate, and crew—distinguishing citizens of the United States from those who are not? To what part of Africa did she clear on this trip?

Second, What was the "*Sooy*" doing at Bahia from the 1st November, 1843, to the 26th of April, 1844, when she cleared and sailed for Onim? By whom was she then owned, and under what flag did she then sail? What was her cargo then? Was she fitted in any respect, and by whom, for the Slave Trade? By whom and to whom was she consigned? What were the names of her Master, Mate, and crew, when she cleared from Bahia? Did she take on board, at Bahia, any passengers, Brazilian, or other people; and, if so, what were their names? Did either or all these passengers return in her from Onim or elsewhere, as part or the whole of her crew? What were the names of the six Americans who composed a part of her crew when she cleared at Bahia on this voyage? Are the Messrs. Gantois and Pailhet notorious slave traders, or not? Do you know who Captain William J. Tyler is, if there be such a man?

Third, What reasons had you to suspect the "*Sooy*" was sold in Bahia before her last voyage? Did you suspect this when she sailed, or before? What arrangement was it that you suspected to have been made for selling her on the coast of Africa? How was it to be effected? How are such arrangements usually made and effected, according to the best of your information and belief? Is it in the power of the Consul at Bahia, generally, from his knowledge of the parties, of the cargo, outfit, &c., and from the manner of transferring vessels, or otherwise, to judge when a vessel is bound on a slaving voyage to Africa? Please describe, as accurately as you can, how the Slave Trade is usually conducted, and how the vessels and flag of the United States are usually employed in carrying it on at Bahia, and other ports of Brazil with which you are acquainted.

Fourth, Did you know, and how did you know, when the "*Sooy*" arrived on the coast of Brazil, in the month of August last, under the command of a Brazilian? What is the name of that Brazilian? What were the names of the *five* who were part of her former crew, and especially of the two Americans who were among them? Where are those two Americans, or what became of them, as far as you know? Did you take any steps to arrest them for piracy, or other crime against the laws of the United States, or to secure their persons as witnesses? Can they now be found by you? Is it not your intention to arrest the Master, Mark H. Leeds, the Mate, and the remainder of the crew, if they are on board the American brig "*Albert*," and they arrive, as expected by you, at Bahia, and examine into this case with the view to their trial in the United States?

Fifth, How do you know that the "*Sooy*" brought from Onim, and landed on the coast of Brazil, about 600 slaves? To whom, and by whom, were they consigned? Which two of the men were they who were of the crew she took from Bahia, and who came back in her, and who stated that the crew were paid off at Onim, and that they were persuaded by the Master to come back in her? What are their names? Are they Americans, or citizens of the United States? Did they make their statement to you? if not, to whom? Have you taken their depositions, in prospect of the Master's arrival at Bahia? Can they not now be found and examined

by you? Who is the party in Bahia who told you that the papers were getting ready to send on to Rio de Janeiro to claim the "*Sooy*"? Who are the foreigners in Bahia who own or claim her? How did they get title or claim to her, and from whom? Had the Master, or other agent, power from the owners to sell and transfer her on the coast of Africa, or elsewhere? If so, did you know, or were you informed, of such power when she cleared last, or before, for Onim? What steps have you taken to find out whether the Master, Mate, or crew, citizens of the United States, have, or have not, in the manner of selling her, or otherwise, subjected themselves to the accusation of aiding and abetting the Slave Trade?

Such are some of the many interrogatories I would propose to Mr. Tyler. I have not the honour of his acquaintance; but am sure, that if he is a good man and a faithful officer, he will readily account for my scrutiny into his official conduct respecting this case, and he will appreciate the candid motive of affording him the opportunity of doing his duty so promptly and efficiently as to free himself from the suspicion which attaches, not only to him, but to other United States officers in Brazil, especially on the part of the British Authorities here, of a disposition to be at least blind to, if not to wink at, the infamous Slave Trade. Suspicions like these do not affect me; but it is too true and notorious that the United States vessels and flag are used and abused—prostituted, I ought to say—to this odious traffic; and it is my duty and purpose to exert every means in my power, and to stimulate, by every mode, all the Consuls and Agents of the United States in Brazil, to aid in the effort to arrest and punish participation in its crimes by citizens of the United States, and to wipe out the foul stain from our country's flag, of being its chief protection and safe conduct. In the code of morals, if not of penal laws, every Owner, Agent, Master, Mate, Merchant, Consignee, or Consul, or other officer or citizen of the United States, who sails, consigns, sells, or empowers to transfer a vessel and cargo, known to such person to be destined for the Slave Trade, and who fits or clears such vessel knowingly, or with conviction of such destination, is a culprit—a pirate in the forum of conscience—is a *participes criminis* in the foul act of degrading and endangering the flag, and of staining the honour of his country, and is himself unworthy of anything but the severest penalties of our laws. I know, for I have from the very best sources, full information of the character of the persons and place of Bahia, in respect to the Slave Trade, what sort of difficulties Mr. Tyler may have to deal with in doing his duty in this behalf there. But the very reasons of these difficulties (to wit, that almost every man of capital in and about Bahia is engaged directly or indirectly in this traffic, and that its operations are scarcely hid from the light of day, and that no one dares there openly to oppose or expose its enormities) are the very reasons why he should have every opportunity of finding out and knowing the facts and persons of every case which may occur there. The abuse of the United States flag in this traffic exposes it daily to insult on the high seas, and on the coast of Africa, from the claim of English cruisers to visit and search our vessels; and the peace of the United States is constantly endangered thereby. In addition to its unlawfulness and inhumanity, then, the freedom of our navigation and the peace of our country require, that United States officers should exert all their vigilance to prevent and punish every attempt to abuse our flag to the purposes of the Slave Trade, and thus to remove the only pretext which any Power can have to insult and violate the sanctity of its protection, which the United States must and will insist upon at all hazards, to every ship and every seaman which sails under its folds. And in faithfully discharging this duty of humanity and patriotism, no Minister, Consul, or Agent of the United States, has anything to shrink from or to fear, either abroad or at home. Here, he has a large naval force, which at anytime will move for his protection; and at home, he will be sustained by an enlightened and humane Government and people, who are determined to preserve the honour and defend the rights of the United States, and who will not countenance the slightest connivance of the Slave Trade. Whenever he may require it, Commodore Turner will dispatch a frigate or a brig to Mr. Tyler's assistance.

Very respectfully, yours,

(Signed) HENRY A. WISE.

G. W. Gordon, Esq.

&c. &c.

(Extract.)

*Mr. Wise to Mr. Calhoun.**Legation of the United States,
Rio de Janeiro, December 14, 1844.*

Sir,

The accompanying papers, No. 1, an unofficial letter addressed by me to Mr. Hamilton, at his request; No. 2, a letter from the American firm of Maxwell, Wright, and Co., in Rio de Janeiro, to me; and No. 3, my reply to the same, will show the nature, connections, and extent of the African Slave Trade, as it is, and has for some time been, unblushingly carried on by our citizens under our flag. It has grown so bold and so bad as no longer to wear a mask even to those who reside here, and who are at all acquainted with the trade between Brazil and Africa. Upon information showing more than probable grounds, I hesitated not to advise our Consul, Mr. Gordon, to cause the arrest of the Master, Mates, and crew of the brig "*Monte Video*," and to hold them in custody on board of the "*Boston*," sloop-of-war, until he could examine into the case. The examination has proceeded to a great length, and I have given to it my personal attention and attendance; and, I must say, it has developed a combination of persons and of means to carry on this infamous traffic, to the utter disgrace of human nature, and to the dishonour of our flag and of all three nations—England, Brazil, and the United States. I have carefully abstained from mentioning names; but I earnestly submit to the Department, that the attention of Congress ought at once to be called to the amendment of our laws for the suppression of the African Slave Trade, and to the crying injustice of punishing the poor ignorant officers and crews of merchant ships for high misdemeanours and felonies, when the shipowners in the United States, and their *American consignees, factors, and agents* abroad, are left almost entirely untouched by penalties for sending the sailors on voyages notoriously for the purposes of the Slave Trade. I submit, too, that our Consuls should be armed with more authority on this subject. The whole matter is fully treated in the accompanying papers; and I ask, that they may be immediately laid before Congress. I cannot do less than justice to Mr. Gordon, our Consul, when I say, that he has shown every disposition in these cases to do his whole duty. He has acted prudently, and with the soundest discretion, but firmly, and without shrinking from any necessary responsibility. I have advised with him at every step, and he has done nothing without my approbation; and if blame in any respect is attributable to him in the course which he has pursued, of arresting, examining, and sending home these persons, I wish it to be understood, that I desire to be considered as sharing with him in all responsibility and in all censure. But I can anticipate nothing else from the President and the whole country, than commendation and approval of what he has done, and is doing, to wipe from our flag and our nation a most foul stain. The persons charged are at present on board the brig "*Bainbridge*;" and we are waiting only for the arrival of Commodore Turner from the river Plate to determine how and when they shall be sent home. Any disapprobation of Mr. Gordon's course would now be regarded here, as was the removal of Mr. Slocum from office, as nothing less than a sanction of the courses pursued by persons in Brazil to aid and abet the Slave Trade. At all hazards, I shall continue in the steps I have taken, until peremptorily ordered to desist. There has not been the least objection to my course on the part of this Government; and the police lent Mr. Gordon its prompt aid in the arrests.

I am, &c.

*Hon. John C. Calhoun,
&c. &c.*

(Signed) HENRY A. WISE.

No. 1.

Mr. Wise to Mr. Hamilton.

Sir,

Engenho Velho, No. 63, December 1, 1844.

My whole time has been occupied lately in attending to the examination held before our Consul, in the cases of several persons charged with the violation of the laws of the United States for the suppression of the African Slave Trade. You know how information, in part, was obtained, upon which to institute proceedings. The examination has been so successful in the development of three cases, at least, as to trace the entire connections of the Slave Trade, and to show, that whilst the vessels and the flag of the United States are employed for transportation, British

brokers are the immediate agents of the slave dealers in Brazil in negotiating the charters and sales of these vessels, and British goods chiefly are sent and consigned to make funds for the Slave Trade on the coast of Africa, and British capital and credit are used here to guarantee the payments. Of these facts, now verified under oath, in the examination going on before the United States Consul, I requested Mr. Walsh, the Secretary of this Legation, to inform you, being too busily engaged myself to see you in person or to address you in writing. By a note of Friday last, Mr. Walsh says, "I saw Mr. Hamilton yesterday, &c. He appears well disposed to act in the matter, and says he will be glad to receive a note from you, communicating all the details which you may possess. Neither he nor Mr. Hesketh had head of the case of the '*Agnes*,' &c."

Acting on this message, I proceed to state, as briefly as I can, the general history of these cases, which may serve to illustrate the leading features of the foreign Slave Trade, and the perfect affiliation of means between citizens of England, the United States, and Brazil, by which it is carried on. I shall not be precise as to *dates*, because I have not the depositions before me, and they are numerous and very voluminous.

The "*Agnes*," a United States merchant vessel, employed in the lawful and regular trade between Rio de Janeiro and Philadelphia, arrived here on the day of She brought letters from her owners in Philadelphia to her American consignees here, instructing them to procure, if possible, an advantageous charter-party for the vessel. The consignees, as is usual in Rio, employed an English broker, by the name of Weetman, of the English firm of Hobkirk and Weetman, to negotiate this charter-party for her. Weetman negotiated it with Manoel Pinto Fonseca, a person whose only known business is that of the foreign African Slave Trade, and whose character for slave dealing is as notorious as any other universally known fact in Rio de Janeiro. It was to commence either here or in Philadelphia—I think at the latter port. The "*Agnes*" was to return to the United States, ship a cargo for Liverpool, take in a cargo of English goods there, and thence to sail, *viâ* Rio de Janeiro, for the coast of Africa. She did return to the United States, took in there a cargo, either for the owners or charterers, or in part for both, of lard, &c. and cleared on or about the 30th of October, 1843, for Liverpool, chartered by the month, at so much per month, until she should arrive on the coast of Africa, and there the charter-party was to determine, or not, as might be agreed upon by the parties. The English broker here was paid a commission for negotiating the charter-party; and the American consignees here were paid commissions for guaranteeing the stipulated monthly payments, and for remitting them to the United States. On or about the 5th day of December, 1843, she arrived in Liverpool, consigned to persons as yet unknown to me, and there took in a cargo consisting of sundry dry goods, of powder, muskets, bar and hoop iron, and other articles known in the English market, and here particularly, as "coast goods." The papers found on board the "*Sooy*" will show you an exact description, by an Englishman, of the goods suitable for the Slave Trade. On or about the 3rd day of January, 1844, she cleared from Liverpool with this cargo for Rio de Janeiro, consigned to American merchants; entered in Franquia; discharged no cargo whatever; took orders from the charterer; remained here only two or three days; cleared, I think, for Monte Video, and sailed direct for Cabinda in Africa; consigned to a certain Cunha, a known agent of Fonseca in the African Slave Trade. There she discharged a portion of every species of her cargo, and with the balance sailed to the river Congo, where she discharged all her cargo which she shipped in Liverpool. She was, in all, about six months on the coast of Africa, and during that time made one other trip from Cabinda to Congo and back. During this time the brig "*Monte Video*" arrived, in the latter part of 1843, at Rio de Janeiro, consigned to an American house other than that to which the "*Agnes*" was consigned, with like instructions to charter her for the coast of Africa, or to sell her, deliverable on that coast. These consignees also applied to the same English broker, Weetman, and he negotiated a charter-party with the same Manoel Pinto Fonseca. It stipulated, that the "*Monte Video*" should take in a lawful cargo here for the coast, at 900 dollars per month, with privilege of examining and rejecting all objectionable bales or boxes, and binding the vessel to take *certain passengers* at the cost of the charterer. On the 11th of February, 1844, she sailed from this port with a cargo sorted for the coast, and with certain Brazilian or Portuguese passengers on board, direct for Cabinda;

delivered her cargo to Cunha; and about June or July 1844, she returned, still under American colours, to Victoria, perhaps in ballast. There, about the first part of August 1844, she was fitted for the coast, with most of the appliances of the Slave Trade, under the superintendence of a man named Sonto, who has heretofore been acting at that port as Vice-Consul of the United States, and whose appointment has, on my application, been since revoked, on the ground of being also a notorious slave trader. There, also, she took on board, as passengers, a Master and crew of Portuguese and Brazilian seamen; and there, for the present, we will leave her, to return to the "*Agnes*," and to recur to other events transpiring.

The Master of the "*Agnes*" (a man of some such name as Eugene Godet) had, in this time, died on the coast, leaving her in command of her Mate. Late in the spring, or early in the summer, of 1844, another brig of the United States, the "*Sea Eagle*," arrived here, and was chartered in the same manner as the "*Monte Video*," through Weetman, for the coast of Africa, to take a lawful cargo at 900 dollars per month, and to take passengers, &c. The charter-party was with Fonseca also, and was like them all, stereotyped, as it were—as the goods, wares and merchandize are manufactured "fit for the coast." And she too was consigned to this same Cunha, the agent of Fonseca at Cabinda. She took out hence, as passengers, a Brazilian or Portuguese Master and crew; and also took out as passenger a certain Captain Gray, a citizen of the United States, the owner, or agent of the owners, of the "*Agnes*," and who came Master in her from Philadelphia to this port. This Gray had here, through Weetman, sold the "*Agnes*" to Fonseca, deliverable on the coast of Africa, at 9,000 dollars; Weetman receiving, as usual, a commission for the negotiation, and he or her consignees receiving commissions for the guarantee also of the bills drawn by Fonseca or his agent in Africa, payable in Rio de Janeiro, for the amount of the purchase money. When the "*Sea Eagle*" arrived at Cabinda, she found the "*Agnes*" in that port. Captain Gray had orders or authority to sell the "*Agnes*," in case he could get 9,000 dollars; and Fonseca had advised his agent, Cunha, to bargain for her at that price, as before described. The sale, in fact, was made here by Gray, before he left, the vessel being on the coast of Africa, and deliverable there; but the appearance was kept up of selling her there. As soon as the sale and delivery were effected, (and probably before,) the Brazilian passengers who were taken out in the "*Sea Eagle*," in company with Gray, were transferred to the "*Agnes*;" water was shipped in the usual pipes, stowed two tiers deep, fore and aft, and the upper tier being "choked even" with billets of wood; rush mats were spread over the pipes, and the negro slaves were berthed on these mats without any regular slave deck. The American flag hauled down, and papers taken off, and name erased or painted over, she sailed on or about the 7th of September, 1844, with about 500 slaves, and landed them on the coast of Brazil, near Cape Frio. It is said, Captain Gray and the American crew were transferred to the "*Sea Eagle*," which vessel remained at Cabinda until after the arrival of the brig "*Monte Video*."

Whilst these events were transpiring at Cabinda, the brig "*Monte Video*," having fitted at Victoria, taken in water pipes, lumber for a slave deck, and a Master and crew of Brazilian passengers, was sailing on her second voyage for Africa, and arrived at Cabinda after the "*Agnes*" had sailed with her cargo of slaves. She delivered a part of her cargo at Cabinda; she had, in fact, already been sold, through Weetman, to Fonseca, in Rio, in the usual way, for 9,000 dollars deliverable on the coast of Africa; and 4,000 dollars of that sum had been advanced, either by Weetman or her American consignee here, as security, and the one or the other took the bills of Fonseca payable in Rio for 9,000 dollars; Weetman receiving commission on the negotiation. She was consigned also to Cunha, to whom she was delivered up; the Brazilian Master and crew whom she took out from Victoria were left in charge of her. The United States flag and papers, and her name, were taken off; her American Master and crew were transferred to the "*Sea Eagle*," which carried out the Brazilian crew for the "*Agnes*," and brought back the United States Masters and crews for both the "*Monte Video*" and "*Agnes*." The "*Monte Video*" shipped 800 slaves at Cabinda, and landed them, it is said, at Cape Frio. The "*Sea Eagle*" was ordered by Cunha to Victoria, with the intention to discharge the crews of the "*Agnes*" and "*Monte Video*" there; but the acting Vice-Consul, Sonto, having been stripped of his commission in the meantime, the "*Sea Eagle*," with all her passengers, was compelled to sail for Rio, to discharge them here. Here the United States Consul arrested Pendleton and his crew; and the Master and crew of the "*Sea Eagle*," and two of the men of the

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“*Agnes*,” have been examined, and will be sent home as witnesses. And the examination shall proceed, until all the testimony to obtained in Rio de Janeiro shall be recorded. For the facts detailed, I speak on the authority of depositions already taken and to be taken.

Aside from these depositions, I have obtained much information, which it is proper you should know.

The goods and credit of British manufacturers and merchants are liberally and indulgently extended to the Portuguese and Brazilian merchants in Brazil, on long time. The Portuguese and Brazilian merchants ship them in these vessels chartered by the slave traders for the coast; and, in many cases, a single vessel will take out the shipments of some 10 or 20 various persons. They are not always loaded by the slave dealers themselves. Those persons who purchase of the British merchants the “goods fit for the coast,” are mostly small dealers; and the chief security which the British merchants have for payment, is the successful sales of these goods in Africa. If they are captured or destroyed, the British merchants suffer. The consequence, it is said, is, that the English cruisers will not now capture or destroy them, because the blow is found to fall upon the trade and commerce of their own countrymen.

Again: It is asserted here positively, as I have informed you on another occasion, that the British cruisers do not take the proper and active steps to prevent the *shipping* of slaves in *Africa*; and the alleged motive is, that they seem to desire the slaves to be shipped—to be once put on board—in order to obtain the bounty of so many pounds sterling *per capita* for their capture, and to send them, as apprentices, to Demerara, and other possessions of Great Britain.

It is alleged, moreover, that the obvious effect, if not design, of the British efforts on the African coast, is, not so much to suppress the African Slave Trade, as to monopolize the African commerce, and particularly to exclude the trade there of the United States. Further, it is said (and, I am convinced, truly) that the principal trade to and from Africa and Brazil—particularly that part of the coast of the former in and about Cabinda and Congo, with very little exception—is the buying, selling, and transportation of slaves; and that the entire trade, with very little exception, in dry goods, provisions, crockery, cachaca, muskets, powder, iron, and all other articles, but contributes, and is only auxiliary, to the one great business of capturing and enslaving the negroes. This is too notorious to be denied in Rio de Janeiro. The passengers from Brazil (to carry whom is almost always a stipulation of the charter-parties of our vessels) are, mostly, Masters and crews of Brazil, taken hence to bring the slave vessels and their cargoes back; and those brought back by our vessels from Africa, are mostly American Masters and crews who have carried our vessels out. Those passengers who are not either Masters, Mates, or of the crews of Brazil or of the United States, are either agents or owners of vessels, or are factors, agents, or *employés* in some capacity or other, of the large, rich, slave dealers; or are merchants, or their factors and agents, who are going and coming to look after the proceeds of their goods, shipped at immense profit, to make funds for the one great trade in the staple article of slaves. No such thing as *money* proper, or *cash*, is known scarcely among the African tribes on that part of the coast of which I am speaking. They buy and sell by the measure of cotton cloth, or of *aqua ardente*. The only medium of exchange among the Africans, is in the form of goods, wares, and merchandize, by barter; and that between the agents there, and the large dealers in slaves, or in goods for that market, in this country, is in the form of bills on Brazil. The very ivory, and other products of Africa for export, are brought from the interior to the coast on the heads of the negroes, who are themselves to be shipped as slaves.

It is said, that there is not a merchant or dealer of any sort on this whole coast, from Para to Rio Grande, engaged in the trade between Brazil and Africa, who does not, directly or indirectly, participate in the profit or loss of the foreign Slave Trade. And there is very little loss in that trade. Nothing is lost if two out of five trips succeed. And that trade has of late rather increased than diminished. It has decreased, perhaps, to Rio de Janeiro, but increased to every other province of Brazil. By the estimation of very good authority, I am informed, that there will probably have been imported into Brazil not less than 30,000 slaves the present year of 1844. Since my arrival in this city, on the 2nd August last, I can specify the vessels which have brought about 3,000 slaves to this coast, between Cape Frio and Victoria. These 3,000 have been brought at a loss to the slave

dealers of the brig "*Sooy*" only, which landed her cargo and crew safely; and the vessel herself, I understand, will be claimed of Brazil by her owners, if delivered up by reclamation from the British squadron.

Slave decks are no longer used. The water casks, stowed level, in one or more tiers, according to the size of the vessel, fore and aft, and rush mats spread over them, is the last improvement of fitting a slaver. And they can now ship—indeed, it is proved under oath in this examination, that it took the "*Monte Video*," with a swept hole, from but two to seven hours to ship a cargo of 800 slaves. They have their water pipes filled, and buried in the sand of the beach; and the slaves, the farina, the jerked beef, the provisions and stores, and the water, are moved, at a moment's warning, in canoes and launches, to the vessel waiting at the distance of a five minutes' row from the shore.

And this, and much more besides, prove that all future efforts will be as vain as the past to arrest the African Slave Trade, unless other and entirely new measures are taken.

These facts show you, Sir, in the first place, that it is worse than idle for Great Britain to reproach the United States for permitting their flag and their vessels to be the common carriers, as long as British manufacturers, merchants, brokers, and capitalists, are allowed to furnish the very *pabulum* of the Slave Trade. Why should the United States most vindictively punish as pirates the poor ignorant Masters and Mates and crews of their vessels, when they are but the tempted tools of "highly respectable English, American, and Brazilian gentlemen," manufacturers, merchants, capitalists of money and of character, owners of vessels, brokers, and consignees, and large slave dealers, too rich to be within reach of the halter of the law? And *cui bono*, if American merchants and goods are to be driven away, and American consignees, factors, and agents are to be subjected to like penalties as Masters, Mates, and crews, (which they are not now subjected to,) just to yield the use of our vessels and flags to the consignees, factors, and agents of Great Britain and Brazil?

These questions are asked with no other views than these:—to say, first, that neither Great Britain nor the United States are exactly in that blameless position to assume the high tone of casting reproach, or of reading moral lectures, in respect to the sin of the African Slave Trade, so long as they leave its high places within their respective jurisdiction untouched by the penalties of public law or public opinion; neither can cast the first stone, so long as they are both so equally and deeply inculpated. If they are both acting in good faith, on the elevated grounds of a pure morality, and not on the selfish and base motives of a policy at once hypocritical and inhuman, they will cordially co-operate to make their separate laws, and their separate execution, faithfully contribute to wipe from themselves all cause of reproach, and to confer inestimable blessings on all mankind. And to say, secondly, that, though it may be but an art of the slave dealers, in order to divide their opponents, to insinuate that England's only object is to monopolize the African trade, yet, so long as England fails to give better evidence than she has given that such is not her object, it will be more difficult than it otherwise would be in the United States to obtain the enactment and prosecution of such measures as are needed to assist honest efforts to suppress the Slave Trade.

If asked what evidence Great Britain ought to give to secure a more cordial co-operation in the United States, I would answer very plainly:

First. That Great Britain must desist from all attempts or pretensions to visit or search the vessels of the United States. The United States are in all respects competent to superintend and control their own citizens, within their own jurisdiction. They will never yield the position, that their flag is *absolute* protection to their vessels in time of peace; and they will always turn, even from their efforts against the slave trade, however earnest, to protect the perfect freedom of their commerce and navigation. Whilst they are endeavouring to aid Great Britain in a great moral reform, she must not and ought not to pretend or attempt to injure them in a point they deem vital. As long as she does, they will ever be suspicious of her motives, jealous of her action, and cold to her overtures of union and co-operation, on any subject of national policy or good. The United States, too, will never treat upon that right. It is one upon which they will insist—in peace if they can, and in war if they must.

Second. This cordial co-operation in their separate action once attained—I say, in their separate action, because the United States will never concur in anything

like the quintuple Treaty—they must both cease to rely so much upon African squadrons. As far as naval operations are concerned, more ships are needed on the coast of Brazil than on that of Africa. They are needed for the aid of *Ministers* and *Consuls* in this country; and *Ministers* and *Consuls*, men above price and without fear, *must be well clothed with full powers to arrest culprits, to summon witnesses, and to send culprits and witnesses home.* Forms of proceeding should be adopted for them; and a lawful latitude given to administer oaths, to require bonds, to take recognizances, and to hold examinations. Here, this civil power is all essential. The ships-of-war should be rather to hold and transport for trial the culprits, whom they can rarely catch at sea, but whom *Consuls*, fully clothed with the power and authority of magistrates, can easily catch on the land, either of Africa or Brazil.

Third. The laws of both countries must aim their penalties, above all, against the *offenders at home*—the vessel-owners, shippers, manufacturers, merchants, and dealers, and traders there; and, next to them, against the factors, agents, consignees, brokers, &c. abroad. In respect to all these persons, the laws of the United States are very defective. I cannot speak as to the laws of Great Britain. A Master and crew of a United States vessel, chartered in Rio for Africa, may be wholly ignorant of the use to be made of them, until their necks are fairly run into a halter for piracy, and they are compelled, by the necessities of crime, to proceed in their career of guilt; whilst there is no law to punish the parties of higher degree in criminality, those who plan and profit by their voyage, and its dangers and crimes. After these Masters and crews have once been trained in the knowledge of guilt, and are once within the power of the informer, they are compelled to work on in iniquity, at poor wages, until the African fever takes them from the fears and apprehensions of human tribunals before their Eternal Judge. They, in truth, demand our sympathy nearly as much as do the captives of African wars, inflamed by Brazilian cachaca, shackled with British iron, armed with British muskets, supplied with British goods, transported in vessels of the United States.

Fourth. Great Britain should, by all means, change her policy of making apprentices of the Africans captured from the slavers. It is urged with great effect against that policy: If servitude for five or seven years, why not servitude for life? Is not the apprentice system a part of the foreign Slave Trade? How does England, then, engage in it? Is it consistent with her Treaties! Far better would it be, to *restore the captives to their native land; place them in manual labour or other schools at Sierra Leone, or the Cape of Good Hope, or elsewhere in the British colonies in Africa, and teach them to be the fittest missionaries of civilization and arts, if not of Christianity, amongst their benighted brethren.* This would be to apply the most effectual *moral power* at once to the seat of the disease, and the root of the evil, in Africa herself; and withdraw the bounties to the officers of the British cruizers, and turn them over to such schools. The United States appropriate funds to restore the Africans captured by their cruizers; but it is doubtful whether they can, under their Federal Constitution, go as far as desirable in establishing proper institutions in Africa, for the moral reform of the captives.

But I am writing too much, and am too much engaged to write more, or to write with due care. I have written what I have, with the freedom of private correspondence, as man to man, rather than as Minister to Minister. This was best, perhaps, for the purposes of plain truth. If I have written to plainly, you, I am sure, will pardon an honest zeal for a great good. You are a witness to the integrity of my intentions, and are fully aware of my promptings in the great responsibilities I have of late voluntarily assumed, in endeavouring to snatch my country's flag from its foul prostitution to the foreign Slave Trade. Yes, as I said to you verbally, Sir, if that flag (to me, in this "strange land," the sacred personification of a patriot's hopes and a patriot's home) were trailing, in the dust of victory over it, in glorious war, I could weep over it, and love it, and honour it still; but to see it lift its folds, like the bold countenance of a bad woman, over a traffic at once infamous and horrid, is shockingly revolting, and enough to turn its white into its red, with shame. That would be the universal sentiment of my countrymen at home, if they but knew the half of what is notorious in Brazil. They have not been informed of what is passing here; and an appeal there to *public sentiment* will be responded to, authoritatively, by measures stern and salutary; and, Sir, let me add, as one of the duties of Great Britain, that the facts, as they are, should be exposed there too. Let her powerful press and her

mighty debaters not continue to cry shame upon Brazil and Spain even, whilst not a finger is pointed to her own manufacturers, merchants, and brokers in the Slave Trade, and whilst they are snug and secure in their secret gains. Let names, and facts, and dates, and damning deeds *at home*, be unsparingly exposed before the dread tribunal of that great lawgiver to Congresses in the United States, and to Parliaments in England, and to society in both—*public sentiment*; and, my life upon it, with the measures I have described, and a *moral power* in Africa, and *this moral power at home* in England and the United States, true philanthropists will not long have to mourn that, in spite of the efforts and means of the world, the Slave Trade goes on increasing and still increasing. These civil and moral means, and this attention on the part of each nation to itself, and its own correction, will do all that our navies combined have failed even in part to accomplish.

I am, &c.

(Signed) HENRY A. WISE.

Hamilton Hamilton, Esq.
&c. &c.

No. 2]

Messrs. Maxwell, Wright, & Co., to Mr. Wise.

Sir,

Rio de Janeiro, November 30, 1844.

We take the liberty of addressing you for information regarding the legality of disposing of American vessels at this port, deliverable on the coast of Africa or elsewhere, or of taking charters to carry cargoes to the same coast. You are aware, that we transact a large American commission business in this city; and as advantageous sales of vessels and charters for the coast of Africa frequently offer, which has been heretofore considered a perfectly legal trade, we are desirous of facilitating the interests of our constituents as far as lies in our power, without violating the laws of the United States; we therefore respectfully beg your opinion on these matters, for our guidance, as well as that of our friends in the United States.

We remain, &c.

(Signed) MAXWELL, WRIGHT, & Co.

Hon. Henry A. Wise
&c. &c.

No. 3.

Mr. Wise to Messrs. Maxwell, Wright & Co.

Gentlemen,

Engenho Velho, No. 63, December 9, 1844.

I send you this abstract of such parts of the laws of the United States for the suppression of the Slave Trade as may be applicable to most cases likely to arise, either here or at home, in connection with your business as commission merchants in the city of Rio de Janeiro; together with some of the decisions of our courts, and my opinions upon them, and my comments upon the whole subject.

It takes much more time and labour than I anticipated when I made the verbal promise to prepare this paper; and yet its many imperfections must be attributed in part to the hurry of complying with your verbal request to furnish it as early as possible; and, if it is too long, its length must be ascribed to the want of time to condense it, and to my great anxiety to leave nothing unsaid which might benefit our merchants here, and their constituents at home, or which might possibly serve the cause of humanity, of good morals, and of our country's honour and laws.

ABSTRACT of the Laws of the United States for the Suppression of the Slave Trade.

Laws and Sections.	Definitions of the crimes, in the words of the Statutes.	Persons against whom the penalties are enacted.	Penalties.
Act of 1794, section 1.	<i>To build, fit, equip, load, or otherwise prepare any ship or vessel, within any port or place of the United States; or to cause any ship or vessel to sail from any port or place within the same, for the purpose of carrying on any trade or traffic in slaves, to any foreign country; or for the purpose of procuring from any foreign kingdom, place, or country, the inhabitants of each kingdom, place, or country, to be transported to any foreign country, port, or place whatever, to be sold or disposed of as slaves.</i>	Citizen or citizens of the United States, or foreigner, or any other person coming into, or residing within the same, for himself or any other person whatsoever, either as Master, Factor, or Owner.	The ship or vessel, her tackle, furniture, apparel, and other appurtenances, shall be forfeited to the United States; and shall be liable to be seized, prosecuted, and condemned, in any of the Circuit Courts or District Court for the district where the said ship or vessel may be found and seized.
Act of 1794, section 2.	So building, fitting out, equipping, loading, or otherwise preparing, or sending away any ship or vessel, knowing or intending that the same shall be employed in such trade or business, contrary to the true intent and meaning of this Act, or any ways aiding or abetting therein.	"All and every person."	The person "shall forfeit and pay the sum of 2,000 dollars—one moiety to the use of the United States, and the other moiety thereof to the use of him or her who shall sue for and prosecute the same."
Act of 1800, section 1.	Directly, or indirectly, to hold or have any right of property in any vessel employed, or made use of, in the transportation or carrying of slaves from one foreign country or place to another.	Any citizen of the United States, or other person residing within the United States.	Any right or property belonging as aforesaid shall be forfeited, and may be libelled and condemned; * * * and such person, transgressing this prohibition, shall also forfeit and pay a sum of money equal to double the value of the right or property in such vessel which he held; and shall also forfeit a sum of money equal to double the value of the interest which he may have had in the slaves which, at any time, may have been transported or carried in such vessel, &c.
Act of 1800, section 2.	<i>To serve on board any vessel of the United States employed or made use of in the transportation or carrying of slaves from one foreign country or place to another; voluntarily serving as aforesaid.</i>	Any citizen of the United States, or other person residing therein.	Person liable to be indicted; and on conviction, liable to a fine not exceeding 2,000 dollars, and to be imprisoned not exceeding two years.
Act of 1800, section 3.	<i>To voluntarily serve on board of any foreign ship or vessel which shall be employed in the Slave Trade.</i>	Any citizen of the United States.	On conviction, shall be liable to, and suffer the like forfeitures, pains, disabilities, and penalties, as he would have incurred had such ship or vessel been owned or employed, in whole or in part, by any person or persons residing within the United States.
Act of 1800, section 4.	Provides for the seizing and taking any vessel "employed in carrying on trade, business, or traffic, contrary" to this Act, or that of 1794, by any of the commissioned vessels of the United States. And that it shall, moreover, be the duty of the commanders of such commissioned vessels to apprehend, and take into custody, every person found on board of such vessel so seized and taken, being of the officers or crew thereof, and him or them convey, as soon as conveniently may be, to the Civil Authority of the United States, in some one of the districts thereof, to be proceeded against in due course of law.		
Act of 1818, section 2.	<i>To build, fit, equip, load, or otherwise prepare any ship or vessel, in any port or place within the jurisdiction of the United States, or cause any such ship or vessel to sail from any port or place whatsoever within the jurisdiction of the same, for the purpose of procuring any negro, mulatto, or person</i>	Citizen or citizens of the United States, or any other person or persons, for himself, themselves, or any other person or persons whatsoever, either as Master, Factor, or Owner.	Such ship or vessel so built, &c., her tackle, &c., and lading, shall be forfeited, &c.—one moiety, &c.; and such ship or vessel shall be liable to be seized, prosecuted, and condemned, in any court of the United States having competent

ABSTRACT of the Laws of the United States for the Suppression of the Slave Trade—*continued.*

Laws and Sections.	Definitions of the crimes, in the words of the statutes.	Persons against whom the penalties are enacted.	Penalties.
Act of 1818, section 3.	<p><i>of colour, from any foreign kingdom, place, or country, to be transported to any port or place whatsoever, to be held, sold, or otherwise disposed of as slaves, or to be held to service or labour.</i></p> <p>So building, fitting out, equipping, loading, or otherwise preparing or sending away, or causing any of the acts aforesaid to be done, with intent to employ such ship or vessel in such trade or business, or in anywise aiding or abetting therein. (See sec. 2.)</p>	<p>“Every person or persons.”</p>	<p>jurisdiction.</p> <p>The persons, on conviction thereof by due course of law, shall severally forfeit and pay a sum not exceeding 5,000 dollars nor less than 1,000 dollars—one moiety, &c.; and shall, moreover, be imprisoned for a term not exceeding seven years nor less than three years.</p>
Act of 1818, section 4.	<p>To take on board, receive, or transport from any of the coasts or kingdoms of Africa, or from any other foreign kingdom, place, or country, or from sea, any negro, mulatto, or person of colour, not being an inhabitant, nor held to service by the laws of either of the States or Territories of the United States, in any ship, vessel, boat, or other water craft, for the purpose of holding, selling, or otherwise disposing of such person as a slave, or to be held to service or labour, or to be aiding or abetting therein.</p>	<p>Any citizen or citizens of the United States, or other person or persons resident within the jurisdiction of the same.</p>	<p>Every such person, on conviction by due course of law, shall severally forfeit and pay a sum not exceeding 5,000 dollars nor less than 1,000 dollars—one moiety, &c.; and, moreover, shall suffer imprisonment for a term not exceeding seven years nor less than three years. And every ship or vessel, boat, or other water craft, &c., her tackle, &c., and the goods and effects which shall be found on board the same, &c., shall be forfeited, &c.</p>
Act of 1820, section 4.	<p>To “land from any such ship” or vessel, (a foreign ship or vessel engaged in the Slave Trade, in case of a citizen of the United States; or a ship or vessel, owned in the whole or part, or navigated for or in behalf of any citizen or citizens of the United States, in case of “any person whatever,”) “and on any foreign shore, to seize any negro or mulatto, not held to service or labour by the laws of either of the States or Territories of the United States, with intent to make such negro or mulatto a slave,” or to “decoy,” or to “forcibly bring or carry,” or to receive such negro or mulatto on board any such ship or vessel, with intent as aforesaid.</p>	<p>Any citizen of the United States, being of the crew or ship’s company, of any foreign ship or vessel, engaged in the Slave Trade, or— Any person whatever, being of the crew or ship’s company, of any ship or vessel, owned in whole or part, or navigated for or in behalf of any citizen or citizens of the United States.</p>	<p>Piracy; and, on conviction thereof before the Circuit Court of the United States for the district wherein he may be brought or found, the person to suffer death.</p>
Act of 1820, section 5.	<p>To forcibly confine or detain, or aid and abet in forcibly confining or detaining, on board such ship or vessel (a foreign ship or vessel, engaged in the Slave Trade, in case of a citizen of the United States; or a ship or vessel, owned in the whole or part, or navigated for or in behalf of any citizen or citizens of the United States, in case of “any person whatever,”) any negro or mulatto not held to service by the laws of either of the States or Territories of the United States, with intent to make such negro or mulatto a slave; or, on board any such ship or vessel, to offer or attempt to sell, as a slave, any negro or mulatto not held in service as aforesaid; or, on the high seas, or anywhere on tide-water, to transfer or deliver over to any other ship or vessel, any negro or mulatto not held in service as aforesaid, with intent to make such negro or mulatto a slave; or to land or deliver on shore, from on board any such ship or vessel, any such negro or mulatto, with intent to make sale of, or to have previously sold, such negro or mulatto as a slave.</p>	<p>Any citizen of the United States, being of the crew or ship’s company, of any foreign ship or vessel engaged in the Slave Trade, or— “Any person whatever,” being of the crew or ship’s company of any ship or vessel, owned in whole or part, or navigated for or in behalf of any citizen or citizens of the United States.</p>	<p>Piracy; and, on conviction thereof before the Circuit Court of the United States for the district wherein he may be brought or found, the person to suffer death.</p>

Besides the foregoing laws, it is provided by section 1 of the Act of March 3, 1819: "That the President of the United States be, &c., authorized, whenever he shall deem it expedient, to cause any of the armed vessels of the United States to be employed to cruize on any of the coasts of the United States, or Territories thereof, or on the coast of Africa, or *elsewhere*, where he may judge *attempts* may be made to carry on the Slave Trade by *citizens* or *residents* of the United States, in contravention of the Acts of Congress prohibiting the same; and to instruct and direct the commanders of *all* armed vessels of the United States to *seize, take, and bring into any port* of the United States, all ships or vessels of the *United States, wheresoever found, which may have taken on board, or which may be intended for the purpose of taking on board, or of transporting, or may have transported* any negro, mulatto, or person of colour, in violation of any of the provisions of the Act, &c. or of any other Act, &c. prohibiting the traffic in slaves, to be proceeded against according to law," &c. And provided further, "That the commanders of such commissioned vessels *do cause to be apprehended and taken into custody every person found on board of such vessel so seized and taken, being of the officers or crew thereof, and him or them convey, as soon as conveniently may be, to the civil authority of the United States, to be proceeded against, in due course of law, in some of the districts thereof.*"

Under these laws, various *decisions of our courts* have been made—some of which it is useful here to cite, showing their proper constructions.

In the case of the "*Emily and Caroline*," (9 Wheaton's Reports, 381,) the Supreme Court of the United States decided, that "An information, under the Slave Trade Act of 1794, cap. 187, sect. 1, which describes in one count the two distinct acts of *preparing a vessel*, and of *causing her to sail*, pursuing the words of the law, is sufficient; and the forfeiture is incurred *by the commission of either of these acts*. And, under the above Act, it is *not* necessary, in order to incur the forfeiture, that the vessel should be *completely* fitted and ready for sea. As soon as the preparations have proceeded so far as clearly *to manifest the intention, the right of seizure attaches.*"

Also, in the case of the "*Plattsburgh*," (10 Wheaton's Reports, 133:) "Under the Slave Trade Act of 1794, the forfeiture attaches *where the original voyage is commenced in the United States, whether the vessel belong to citizens or foreigners, and whether the act is done suo jure, or by an agent for the benefit of another person, who is not a citizen or resident of the United States.*"

Circumstances of a pretended transfer to a foreign subject, and the commencement of a new voyage in a foreign port, held not to be sufficient to break the continuity of the original adventure, and to avoid the forfeiture. And it is not necessary, to incur the forfeiture under the Slave Trade Acts, that the equipments for the voyage should be completed. It is sufficient if any preparations are made for the unlawful purpose. Even if all the equipments are innocent in their nature, and adapted to ordinary voyages, if there is positive proof of a guilty intention, forfeiture will attach.

Again: in the case of the "*Alexander*," (3 Mason, 175:) "The 1st section of the Slave Trade Act of May 10, 1800, cap. 205, prohibits *not merely the transportation of slaves, but the being employed in the business of the Slave Trade; and therefore a vessel caught in such trade, though before she has taken on board any slaves is liable to forfeiture.*"

Under the Act of the 20th of April, 1818, in the case of the *United States v. Gooding*, (12 Wheaton, 460,) Judge Story, in delivering the opinion of the court, said: "If the vessel actually sailed on her voyage from Baltimore *for the purpose of employment in the Slave Trade, her fitment was complete for all the purposes of the Act*. It is by no means necessary that *every* equipment for a slave voyage should have been taken on board at Baltimore, or, *indeed, that any equipments* exclusively applicable to such a voyage should have been on board. The presence of such equipments may furnish strong presumptive proof of the object of the voyage, *but they do not constitute the offence. It is the act combined with the intent, and not either separately, which is punishable*. Whether the fitting out be fully adequate for the purposes of a slave voyage, may, as matter of presumption, be more or less conclusive; *but, if the intent of the fitment be, to carry on a slave voyage, and the vessel depart on the voyage, her fitting out is complete, so far as the parties deem it necessary for their object, and the Statute reaches the case*. But we are also of opinion, that *any preparations for a slave voyage which clearly manifest or accompany the illegal intent, even though incomplete and imperfect,*

and before the departure of the vessel from the port, do yet constitute a fitting out within the proviso of the Statute.” * * * * *

“In either view, therefore, a complete equipment is not necessary to be proved; but any partial preparation which demonstrates or accompanies the illegal intent, will bring the case within the Statute,” &c.

Again: on another point in this case, he said: “The fifth instruction turns upon a doctrine applicable to *principal and accessory* in cases of felony, either at the common law or by statute. The present is the case of a *misdemeanor*, and the doctrine, therefore, cannot be applied to it; for, *in cases of misdemeanors, all those who are concerned in aiding and abetting*, as well as in perpetrating the act, are *principals*. Under such circumstances, there is no room for the question of actual or constructive presence or absence; for, *whether present or absent, all are principals*. They may be indicted and punished accordingly. *Nor is the trial or conviction of an actor indispensable to furnish a right to try the person who aids or abets the act; each, in the eye of the law, is deemed guilty as a principal.*”

* * * * * “We do not consider that the terms *aid* and *abet*, used in this Statute, are used as technical phrases belonging to the common law; because the offence is not made a felony, and, therefore, the words require no such interpretation. The Statute punishes them as *substantive* offences, and not as *accessorial*, and the words are, therefore, to be understood as in the common parlance, and *import assistance, co-operation, and encouragement.*”

Again: on another point in the case, he says: “The building of a ship is not an act more certain in its nature than the fitting out of a ship. *The particular preparations are matters of evidence, and not of averment.* Every man may well be presumed to know what are the *fitments* of a vessel for a voyage, without more particularity. The objection proceeds upon the supposition, that *ordinary equipments only, though combined with the illegal intent*, are not within the Act; and that *extraordinary equipments only* for such a voyage are provided for. *This has already been shown to be an incorrect exposition of the Statute. It imputes no guilt to any particulars of the equipment, BUT TO THE ACT COMBINED WITH THE ILLEGAL INTENT.*”

In this case, it was also decided, that in prosecutions under these acts for *building, fitting, equipping, loading, or otherwise preparing any ship or vessel, or for causing any ship or vessel to sail, or sending away any ship or vessel, or causing any of the acts aforesaid to be done, &c.* “It is necessary that the indictment should aver, that the vessel was built, fitted out, &c. or caused to sail or be sent away, *within the jurisdiction of the United States.*”

Under the 4th section of the Act of 1818, in the case of the “*Merino*,” (9 Wheaton, 391,) it was decided “That the prohibitions extend as well to the *carrying* of slaves on *freight*, as to cases where the persons transported are the property of citizens of the United States; and to the carrying of them from one port to another of the same foreign empire, as well as from one foreign country to another.”

Such are some of the provisions of our statutes, and such some of the principles of the decisions of our highest courts. Under their guidance, I venture to respond to your written enquiries:—

“First—Regarding the legality of disposing of American vessels (vessels of the United States), at this port, deliverable on the coast of Africa or elsewhere.

“Second—Regarding the legality of taking charters to carry cargoes to the same coast.

“Third—Regarding the best mode of facilitating the interests of your constituents (persons of business in the United States, whose agents or consignees you are) as far as lies in your power, without violating the laws of the United States,” in respect to “*advantageous sales and charters of vessels for the coast of Africa,*” which “*frequently offer,*” and “*which have heretofore been considered a perfectly legal trade.*”

And you desire my “opinion on these points for your guidance, as well as that of your friends in the United States.” That opinion, given, it must be understood, as one entirely unofficial, is:—

First—That, *if done in good faith*, a vessel of the United States may be legally sold at this port, deliverable on the coast of Africa or elsewhere.

Second—That, *if done in good faith*, charters may be legally taken at this port, to carry cargoes to the same coast; but

Third—That it is the true interest of your constituents to know, and your true

CLASS D.

interest and duty to inform them and yourselves of the true state of the trade, in the sale or charter of vessels, and in the transportation of passengers and crews, and of goods, wares, and merchandize, as it exists between the coasts of Africa and Brazil; and further, to inform them and yourselves of the legal principles and facts of cases as they may arise under that state of trade.

I. If a person knowingly and wilfully does an *unlawful act*, he or she is liable for all the consequences of it, *whether intending them or not*.

So, if a person does an *act lawful in itself*, with an *unlawful intent*, he or she is liable for the *unlawful consequences* of it, which do follow, and which he intended to follow from it.

The charge of a lawful act, as aiding or abetting an unlawful act, must be sustained, therefore, by showing *both* that it was *intended* to aid and abet the unlawful act, and that it *did* not aid and abet the unlawful act. And when this is shown, the act, which is *in itself lawful*, becomes *unlawful* by its *intentional connection with crime*.

It will be for our courts, then, to decide if any citizen of the United States, for himself or any other person whatsoever, either as Master, factor, or owner, engaged in the business of chartering here any ships or vessels, or of selling here any ships or vessels deliverable on the coast of Africa, shall, in the course of his business or otherwise, *knowingly and wilfully cause any ship or vessel of the United States to sail from any port or place in the United States*, for the purpose of carrying on, and she does actually carry on *any trade or traffic* in slaves to any foreign country, or for the purpose of procuring, and she actually does procure, from any foreign kingdom, place, or country, the inhabitants of such kingdom, place, or country, to be transported to any foreign country, port, or place whatever, to be sold or disposed of as slaves, whether the case would not come within the 1st section of the Act of 1794, and whether the vessel would not be forfeited. My opinion is, that the case is within the Statute.

II. If any citizen of the United States, carrying on such business of chartering and selling vessels in Brazil, for such purposes as those above-named, shall thereby, or otherwise, *in any way aid or abet, and intend to aid and abet the building, fitting out, equipping, loading, or otherwise preparing, or sending away, any ship or vessel from any port or place, knowing or intending that the same shall be employed in such trade or business*, contrary to the true intent and meaning of this Act, it will be for the courts to decide whether the case does not come under the 2nd section of the Act of 1794, and whether the persons severally shall not pay a fine of 2,000 dollars, &c.

This section varies materially from the 3rd section of the Act of 1818, which, at first sight, appears to be a transcript of it, in two important particulars:—

1. This section says, “*so building, &c., any ship or vessel,*” &c.

The 3rd section of the Act of 1818 says, “So building, &c., or causing the acts aforesaid to be done,” (that is, acts done within the jurisdiction of the United States,) “*with intent to employ such ship or vessel,*” (that is, a ship or vessel built, fitted, &c., *in any port or place within, &c. the United States.*)

Under the 3rd section of the Act of 1818, in the case of Gooding, already referred to, Judge Story decided, that the words “*such ship or vessel*” must refer to a ship or vessel so built, fitted out, &c., *within the jurisdiction of the United States*. He says, “There is no certainty” (under this section, of course) “that the Legislature meant to prohibit the sailing of any vessel on a slave voyage, which had not been built, fitted out, &c., *within the jurisdiction of the United States.*” And he adds, “It is remarkable, that in the Slave Trade Acts of 1794 and 1800, the word ‘such’ is omitted, and seems to have been introduced into the Act of 1818 *ex industria.*”

Query: Under the 2nd section of the Act of 1794, *is there not a certainty* that the Legislature meant to prohibit the sailing of *any* vessel? I think there is.

2. The Acts of 1794 and 1818 differ in another important particular, in these sections:—

The 2nd section of the Act of 1794 reads “So building, &c., *any ship or vessel, knowing, &c., that the same shall be employed,*” &c.

The 3rd section of the Act of 1818 reads, “So building, &c., *with intent to employ such ship or vessel,*” &c.

Under this section of the Act of 1818, in the same case of Gooding, the Court decided that the count of the indictment charging in the words “*with the intent that she should be employed,*” was fatal error.

Judge Story said, "There is a clear distinction between causing a vessel to sail, or to be sent away, *with intent to employ her in the Slave Trade*, and *with intent that she should be employed in that trade*. The former applies to an intent of the party causing the act; the latter to the employment of the vessel, whether by himself or a stranger."

Query: Whether such a count, under the 2nd section of the Act of 1794, would be erroneous? I think not; and I therefore give it as my opinion, that it is unlawful, under the 2nd section of the Act of 1794, for any citizen of the United States to build, fit out, equip, load, or otherwise prepare, or send away *any ship or vessel from any port or place whatever*, knowing or intending *that the same shall be employed in such trade or business* as that of any trade or traffic in slaves to any foreign country, or for the purpose of procuring, &c., *or in any ways to aid and abet* therein.

III. It would be prudent for you and your constituents to look well to the intentment of the 1st section of the Act of 1800, which makes it "unlawful for any citizen of the United States, directly or indirectly, to *hold or have any right or property in any vessel employed or made use of in the transportation or carrying of slaves from one foreign country or place to another*."

If an owner, Master, factor, or consignee, should take a charter for a vessel of the United States here for the coast of Africa, and should sell her, deliverable on said coast, as usual, at the expiration of the charter party, binding her to take a cargo (no matter of what) which he or they should know was for the purposes of the Slave Trade, and binding her to take over *passengers*, knowing them to be sent over for the purpose of bringing back that or any other vessel with a cargo of slaves to Brazil or elsewhere; and to sail said vessel from Brazil under the flag of the United States, knowing the purpose of so doing to be that of protecting the vessel and cargo from the right of visit and search on the voyage to Africa; and to deliver said vessel on the said coast, knowing that her delivery was for the purpose of shipping slaves on board of her, and for the purpose of transporting slaves in her to a foreign place or country; and knowing that the Master and crew of that vessel were to be brought back in another vessel of the United States, chartered by the charterer or purchaser of the first vessel, and at his cost and charge; and the Master, owner, agent, factor, or consignee of that other vessel should know that such was the purpose for which she was also chartered.

Query: Whether either or both of these vessels would not, in the contemplation of this section of the Law of 1800, be so "*employed*" or "*made use of*" in the transportation or carrying of slaves from one foreign country or place to another," as to bring either or both cases within the true intent and meaning of the law? My opinion is, that the Statute reaches both such cases. I do not mean to say that it would be necessary for the parties knowingly to do all the acts I have specified for examples, in order to bring them clearly within the law. I have put the supposed cases so full, merely because the acts supposed are as they usually occur here. (See the decision already referred to, the "*Alexander*," 3 Mason, 175.) This section prohibits not merely the transportation of slaves, but *the being employed in the business of the Slave Trade*; and, therefore, a vessel caught in such trade, *though before* she has taken on board any slaves, is liable to forfeiture. And Mr. Justice Washington, in delivering the opinion of the Court in the case of the "*Merino*," &c., (9 Wheaton, 391,) in view of the point made by counsel, whether the Acts of 1800 and 1818 ought to be construed so as not to prohibit citizens of the United States from being concerned in the removal of *persons already slaves* in a foreign country, from that country to another, said: "The language of the Acts of 1800 and 1818 leaves no reasonable doubt, that the intention of the Legislature was to prevent *citizens* of, or *residents* within the United States, *from affording any facilities* to this trade, although they should have no interest or property in the slaves themselves, and *although they should not be immediately instrumental to the transportation of them from their native country*."

IV. Then, query: Whether a citizen or resident of the United States voluntarily serving on board any vessel chartered or sold, as in the cases above supposed, knowing how she was to be employed or made use of, as aforesaid, would not come within the 2nd section of the Act of 1800, *even though he did not voluntarily serve on board such vessel whilst "actually transporting or carrying slaves,"* &c.? Under the above decisions, I think he would. The language of the 2nd section is

precisely that of the language of the 1st: "*Any vessel employed or made use of in the transportation,*" &c. If, then, "*a vessel caught in the trade, though before she has taken on board any slaves,*" is liable to the forfeiture under the 1st section, so would the person, it seems to me, *voluntarily serving on board of her, and knowing her employment and use,* be liable to the forfeitures, pains, and penalties of the 2nd section.

V. Under the 3rd section of the Act of 1800, I cannot conceive a question. It applies to *a citizen of the United States* voluntarily serving on board of any *foreign ship or vessel* which shall be *employed in the Slave Trade*. The wording of this section clearly aids the above construction given by the courts to the whole Act.

VI. What I have already said, in commenting upon the 1st and 2nd sections of the Act of 1794, will illustrate all that I have to say under the 2nd and 3rd sections of the Law of 1818. Under the 2nd section of 1818, the charge must be for building, &c. or otherwise preparing any ship or vessel *in any port, &c. of the United States*; or for *causing any such ship, &c. to sail* from any port or place *within the jurisdiction of the United States, for the purpose of procuring, &c.* The offence is chargeable against any citizen or citizens of the United States, or against any other person or persons, *for himself, themselves, or any other person or persons whatsoever, either as Master, factor, or owner*. Under the 3rd section of 1818, the charge must be for building, &c., or otherwise preparing any ship or vessel in any port or place *within the United States*; or for *sending away* any ship or vessel from any port or place *within the United States*; or for *causing* any of the acts aforesaid to be done *with intent to employ such ship or vessel* (so built, fitted, &c. within the United States, or so caused to sail from, or so sent away from any port or place *within the United States*) in such trade or business; or the charge must be for *aiding or abetting* in all or either of the said acts in *anywise*; and the offences therein mentioned are chargeable against "*every person or persons*" offending, whether aliens or citizens.

What would be aiding or abetting, under this section, would depend upon the circumstances of each case. The words are decided not to be technical words, but to be used in their ordinary meaning and acceptation. Every man is supposed to understand what the words ordinarily mean, "*in anywise aiding or abetting therein.*" The only qualification of these words which criminal law would make, is, that there must, in the *aiding* and *abetting*, as in every other case, be a *criminal or unlawful intent*. The aiders and abettors, under these statutes, are all *principals*.—(See case of Gooding, cited above.) The aiding and abetting of the building, fitting, &c., *without the jurisdiction of the United States*, would not, in any way, come under *these sections*; but,

VII. The Act of 1818 provides a 4th section, which reaches cases of acts done *without their jurisdiction*. Under this section, the offence is *to take on board, receive, or transport, from any of the coasts or kingdoms of Africa, or from any other foreign kingdom, place, or country, or from sea, any negro, mulatto, or person of colour, not being an inhabitant, nor held to service by the laws of either of the States or Territories of the United States, in any ship, vessel, boat, or other water craft, for the purpose of holding, &c. or to be aiding and abetting therein*.

The offences under this section are chargeable against *any citizen or citizens of the United States*, no matter where they may reside; or against *other persons*, not citizens, *resident* within the jurisdiction of the United States.

As to what acts would constitute *aiding* and *abetting*, I have to make the same remarks as I have already made in my comments on these words,—*any act aiding and abetting, with the intent to aid and abet*; the *taking on board*, or the *receiving*, or the *transporting*, &c. in any ship, &c. for the purpose, &c. would be within the Statute.—(See, also, the decision in the case of the Merino, 9 Wheaton, 391, as to the carrying on freight.)

The taking of *charters*, or the *selling* or *sailing* of *vessels*, therefore, as owner, Master, agent, or consignee, by a person being a citizen of the United States, either for himself or any other person whatsoever in Brazil, with the intent to aid or abet, and actually aiding and abetting, either of the offences named in the section, would be unlawful; and would subject the party, in any event, to fine and imprisonment, and the ship, vessel, boat, or other water craft, if a ship, vessel, or

other water craft belonging to the United States, her tackle, &c. and the goods and effects found on board of the same, to forfeiture.

VIII. The 4th and 5th sections of the Act of 1820, apply only to "any citizen of the United States, *being of the crew or ship's company of any foreign ship or vessel engaged in the Slave Trade, or to any person whatever, being of the crew or ship's company of any ship or vessel owned, in whole or part, or navigated for, or in behalf of, any citizen or citizens of the United States.*"

These are the sections which make the acts therein mentioned *piracy*, punishable by *death*. I will merely observe, that the moral obligation is very great upon owners of vessels, and upon consignees, and all other persons, not to do any act whatever which might, by possibility even, tempt or induce, or which might, in the remotest degree, lay the poor crew or ship's company of any vessel liable to commit the capital offences chargeable under this law. No man's conscience could excuse him for so doing. And to send, charter, or sell vessels to and from the coast of Africa and Brazil, as they are usually sent, sailed, chartered, or sold, with their usual intents and purposes, in very many cases does tempt, and induce, and cause the commission of the capital crime, by persons of the crew or ship's company of vessels, of *piracy*, in *aiding or abetting the forcibly confining or detaining* on board such ship or vessel, negroes or mulattoes not held to service, &c. with intent to make such negro or mulatto a slave.

Such are the laws and the decisions, Gentlemen, as applicable, in general, to the cases on which you ask my opinion. This one rule is deducible from the whole of them :

That *neither the charters nor the sales of vessels deliverable on the coast of Africa are acts in themselves unlawful ; but these acts, and many others, innocent in themselves, if coupled with an unlawful intent, are criminal offences, punishable under the statutes of the United States against the foreign Slave Trade.*

If you ask *how the unlawful intent is proved*, in such cases, my answer is, that I know of but one way in which the criminal law *ropves an intent in the human heart or mind*. that is, by proving the *act alone*, if it be in itself *unlawful*, leaving on the party accused the *onus* of showing that there was no criminal intent in such cases ; and by *proving the act, and adequate knowledge of the certain and unlawful tendency and consequences of such act, in case the act was in itself lawful.*

And it is well to note here briefly, some of the evidence which has been decided to be admissible, in cases under the laws for the suppression of the Slave Trade.

In the case of the *United States v. Gooding*, before cited, a Captain Colt was introduced, and proved the declaration of Hill, the Master of the vessel, (the "*General Winder*," at the island of St. Thomas,) against Gooding, the owner, in Baltimore. He, Gooding, alone, and not Hill, being on trial, objection was made to the admissibility of this testimony ; and on the question certified to the Supreme Court, Mr. Justice Story, in delivering the opinion of the Court, said,—

"The argument is, that the testimony is not admissible, because, in criminal cases, the declarations of the Master of the vessel are not evidence to charge the owner with an offence ; and that the doctrine of the binding effect of such declarations by known agents, is, and ought to be, confined to civil cases. We cannot yield to the force of the argument. In general, the rules of evidence in criminal and civil cases are the same. Whatever the agent does, *within the scope of his authority, binds his principal, and is deemed his act.* It must, indeed, be shown, that the agent has the authority, and that the act is within its scope ; but these being conceded or proved, *either by the course of business, or by express authorization*, the same conclusion arises, in point of law, in both cases. Nor is there any authority for confining the rule to civil cases. On the contrary, it is the known and familiar principle of criminal jurisprudence, that he who *commands or procures* a crime to be done, *if it is done, is guilty of the crime, and the act is his act.* This is so true, *that even the agent may be innocent*, when the *procurer or principal* may be convicted, of guilt—as in the case of infants or idiots employed to administer poison. The proof of the command or procurement may be direct or indirect, positive or circumstantial ; but this is matter for the consideration of the jury, and not of legal competency. So in cases of conspiracy and riot : when once the conspiracy or combination is established, the act of one conspirator, in the prosecution of the enterprise, is considered the act of all, and is evidence against

all; each is deemed to consent to, or command, what is done by any other in furtherance of the common object." The Supreme Court decided, that the evidence was properly admitted.

Another point also may be said to have been decided in this case: that the *acts* of the vessel *after* she sailed from the United States, *in a foreign port*, were admitted as evidence *to prove the original unlawful intent with which she fitted out in, and sailed from, the port of the United States.*

As to the nature of the evidence, or the quantum of evidence which, in any given case, will be sufficient to prove the act or the unlawful intent, or both, it must depend upon the circumstances of each case. The statute can only provide for the offence, and the nature of the offence; and cannot pretend to lay down the precise state of facts under which it may, or may not, be committed or proved. The facts and the evidence are for the jury to determine, on trial.

But there is a general relation of facts which here necessarily presents itself, to which I must allude, and upon which your constituents ought to be thoroughly and universally informed. I mean, the notorious state of the trade between the coast of Africa and Brazil, and the well-known nature of the business here in chartering vessels of the United States for that coast, and of selling such vessels deliverable there; as they may affect the proof in any case touching any man's *scienter*, or knowledge and intent of unlawful acts in the Slave Trade, who has lived any time, or done any considerable business of that kind, in Brazil.

It cannot be denied, and it is no longer to be concealed, (and the sooner all parties, at home and abroad, are informed of it the better,) that there is *no trade whatever* between the coast of Africa and Brazil, but what partakes directly or indirectly of the nature, and of the profits or losses, of the Slave Trade. The Slave Trade is the main, the staple business, and all other trades, with the slightest exception, is accessory or auxiliary to it, between that coast (particularly the parts about Congo and Cabinda) and Brazil. And no vessels of the United States are chartered for that coast in this country, but to export goods, provisions, and munitions of war, to make funds for the Slave Trade; or they are chartered to carry and bring crews of vessels employed in the Slave Trade, and to be tenders of those vessels in other respects; or they are chartered to cover their sales, and to obtain the protection of their flag, until they can be delivered on the coast, and ship their cargoes of slaves. And they are chartered by and sold to none, or scarcely ever to any one, except notorious slave dealers, and are consigned, in almost every instance, to their known agents in Africa. And extraordinary prices are given for the vessels and the charters of vessels of the United States, because their national flag alone protects them from visit and search. And all this is so notorious here, and the ways and means of doing this are so well known here—the charter-parties being almost stereotyped—that there is not an intelligent, observing, or enquiring citizen of the United States in Rio de Janeiro, who has resided here three months, but what may be said to know, and could, with the legal means, easily verify the objects, purposes, and intents for which such charters, and sales of vessels, deliverable on the coast of Africa, are made. And the general knowledge and the general intent could, in almost every instance, be proved, if there was full power to compel the attendance of witnesses, and to make them answer under oath.

A vessel is apparently *chartered* by the month, at so much per month, for the coast, to cover her on the voyage to Africa with the United States flag. The charter-party binds her to take over *passengers*—meaning a Brazilian or Portuguese Master and crew, who are, in fact, to navigate her back with a cargo of slaves, without either flag, or papers, or nationality, running all risks of capture. But she has, in fact, been actually sold, deliverable on the coast; the whole or greater part of her purchase money has been advanced here as security for the sale; her charter and sale have been negotiated by an English broker directly with the slave dealer, and he gets $2\frac{1}{2}$ per cent. commission. The advance of the purchase money here as security, and the guarantee of the payment of the whole charter and sale, is made; and $2\frac{1}{2}$ per cent. commission is charged for that, besides $2\frac{1}{2}$ per cent. for doing the business, and $2\frac{1}{2}$ per cent. more for remittance to the United States—making 10 per cent. at least, on the whole transaction of charter and sale. The Master of the vessel is ordered and authorized to take on the coast, in case it be offered, the sum already bargained and guaranteed to be given here; and the agent of the slave trading purchaser in Africa is written to, and ordered by him to offer and give the same sum already agreed upon, and partly paid here. The vessel is loaded with English

goods "fit for the coast," that is, with goods which are the medium of exchange there fit for slaves, (money not being used or known there,) and with Brazilian provisions of jerked beef, black beans, farinha, and cachaca, and sometimes with bar and hoop iron, and with powder and muskets; and there is another vessel chartered in like manner already there, or going, or gone, or soon to go, with a like cargo, to make Slave Trade funds, and to supply the Slave Trade *employées*; and, according to her charter-party, and a private understanding with the first vessel, to bring back as "*passengers*" the American crew of the first vessel, at the cost of the charterer; and the first is sold and delivered; and her American Master and crew have very *particular written* instructions by some business friend here, how far to go, exactly, in order to avoid the laws of the United States—to take off the flag, the name on the stern, and the vessel's papers, and to exercise no act of ownership, and to give no aid or assistance after sale and delivery; and neither before nor after to aid or abet the Slave Trade in any way. And in most cases these instructions are very scrupulously followed; and in from two to seven hours after the vessel is sold and delivered, she is loaded to suffocation with hundreds of miserable captives, already on the beach in shackles, who are berthed on water pipes, laid level fore and aft, covered with rush mats; and instantly she sails for the first port she can reach in safety on the coast of Brazil; and her American Master and crew are transported to the second vessel, which, during the time of her waiting, is employed, perhaps, in transporting and carrying supplies along the coast, from slave factory to slave factory—from Cabinda to Congo, and from Congo to Cabinda—and which, as soon as she gets her returning *passengers*, who have carried a *vessel* over directly to the slavers, and carried the *slavers* themselves over, returns, perhaps, with a *lawful* cargo, of wax, ivory, &c. which has been brought from the interior to the coast of Africa, on the heads of the very captives which her consort has just sailed with to the first port in Brazil.

I hesitate not to say, that such acts on the part of all citizens of the United States knowingly engaged in them, in respect to both vessels so used and employed, where they do aid and abet, and are intended to aid and abet the Slave Trade, and slaves are taken on board, received or transported, &c. for the purpose of holding &c. do come within the 4th section of the Act of 1818; or in case the person, &c. of the ship's company, in the case supposed—such acts, if they do aid and abet, and are intended to aid and abet, the forcibly detaining or confining on board such vessel, any negro, &c., with intent to make such negro, &c. a slave! do come within the 5th section of the Act of 1820; and the person or persons so aiding or abetting are liable to be punished, either by forfeiting and paying severally a sum not exceeding 5,000 dollars, nor less than 1,000 dollars, and by suffering imprisonment for a term not exceeding seven nor less than three years, or by suffering death.

Such is my opinion on the criminal law of the trade, as it is here carried on. I go further, and add, that, in my opinion, such contracts of sales and charter-parties as these, where they can be clearly proved to be made and executed *in fraud of the laws of the United States, and of their settled policy in respect to the suppression of the Slave Trade*, are civilly bad, and would not be held good for one instant in the Courts of the United States; and, in case they could be reached by those Courts, the vessels would be forfeited.

The very act of selling, sailing, and delivering a vessel over on the coast of Africa, though lawful in itself, if done with the unlawful intent I have described, of aiding and abetting, and if it does actually aid and abet the Slave Trade, becomes criminal, and punishable under the laws of the United States.

I know that these acts have heretofore been considered perfectly lawful. Notwithstanding I had read the correspondence of our former Consul, Mr. Slacum, with our Government, touching the mode of carrying on the Slave Trade between Africa and Brazil; and though the first official act I had to perform was, on his letter to Mr. Proffit, to cause the revocation of the commission of a certain Sonto as United States Vice-Consul at Victoria; and though my predecessor, Mr. Proffit, and others gave me much warning and information on the subject, yet I had no conception of the extent, the universality, and the notoriety of the traffic, until duly called upon to aid in arresting its crimes. To my utter astonishment, I found nothing but error of opinion, both as to morals and legal obligations, upon the whole subject, even amongst the best informed and most respectable American citizens. It is needless to enquire how this state of things came to exist. In the

first place, the habitudes of thought and action among our citizens in Brazil in respect to this trade, have been forming for a long time, and, I must add, that they have grown and strengthened by long *neglect* on the part of our Government and its proper Authorities, whose duty it was to enlighten and instruct our business men, and to prevent errors, and misconceptions, and offences on the part of every body. The apathy at home on this subject is attributed, justly, to an almost total ignorance of its importance and consequences, and especially of its detail. Neither Congress nor the country have been informed, until the correspondence of Mr. Slacum was published; and that, as yet, has not reached the public mind. This will no longer be the case. "The powers that be," and the public too, as far as depends upon me, *shall* be reached in future. Listlessness itself shall be aroused, and the fear of the laws at home and abroad, and full attention everywhere, shall be struck the crowds of culprits arrested and sent home to justice, unless our citizens immediately desist from the practices of this trade.

In the second place, the silence of the State Department, and the professional and official opinions which have been given, that I have seen, on the subject embraced in your note to me, have been, it so happened, though sound in their law as far as they go, of a tendency rather to confirm than to correct errors, because they did not go far enough to meet the cases as they actually arise here. As early as the 16th October, 1839, Mr. Slacum, then lately in office as Consul at Rio de Janeiro, dispatched to Mr. Forsyth, Secretary of State, the depositions of the Master and crew of the brig "*Edwin*," of New York, owned by Messrs. Farnham and Fry, of Salem, Massachusetts. In his letter, No. 22, he says: "It appears from the verbal statement of the Master, that Messrs. Faruham and Co. have had a factory or storehouse for some years past on the coast, at a place called Ambrise, about 60 miles north of Angola, and have had vessels engaged in trading there. I am further informed, that the present Master of the '*Edwin*' had been in charge of the factory for several months, and was relieved by the one who went from the United States in her. The object pursued by these gentlemen, I believe to be trade with the natives for the produce of that country, say, ivory, wax, &c. in exchange for cloths, handkerchiefs, beads, &c. suited to their wants and tastes. Ambrise is becoming quite a commercial place, the English have many factories there, like that of Messrs. F. and Co. The '*Edwin*' will sail in a few days for Richmond, where the Master may be found, should his presence at Washington be deemed necessary." On the 4th September, 1841, he addressed his letter, No. 35, to Mr. Webster, Secretary of State, transmitting a document relating to certain proceedings of Matthew Hale and William P. Sumner, Master and Mate of the brig "*Sophia*," of New York. She was sold, deliverable on the coast; took out *passengers*, who took charge of the vessel, shipped about 750 negroes, and landed about 500 of them to the north of this port, and then burnt the vessel; Hale and Sumner returning in her, and leaving the American crew (all except one) to perish on the coast of Africa. The Portuguese Captain and Mate died, and Hale and Sumner took charge and navigated her to Brazil. On the 13th September, 1841, Mr. Slacum wrote his letter, No. 36, in relation to this case of the "*Sophia*," and praying the arrest of Hale and Sumner. On the same day he wrote No. 37, sending certain depositions relating to the case of the "*Solon*," of Baltimore, owned by Messrs. Benjamin Buck and Son, of Baltimore. She was *secretly* sold before she went to Africa, and sailed under a charter-party, after having at one time commenced fitting as a slaver.

On the 14th September, 1841, he wrote concerning the case of the "*Pilgrim*," owned by Mark Sheefe, of Portsmouth, New Hampshire. This was a case of sale first, and charter afterwards, for the coast; a striking and peculiar case in all its bearings—too various and long in its details to admit of a statement here; but, suffice it to say, that by the very extraordinary steps of selling or chartering in this case, the innocent owner, Mr. Sheefe, was materially injured, and left without a remedy. This letter suggests, also, important regulations for Consuls to pursue in such cases; and notices two other cases, the brigs "*William Jones*" and "*Himmaleet*," owned by Messrs. Goodhue and Co. of New York: first chartered for the coast, and afterwards sold. On the 5th October, 1841, he wrote No. 42, in relation to the case of the "*Sophia*," sending the deposition of Victor Alexander, the only survivor of the crew. On the 24th November, 1841, he wrote No. 43, in relation to the "*Sophia*," and saying, he had received a letter from the owner of the brig "*Pilgrim*," complaining, that an improper use had been made of the register of his vessel. On the 1st May, 1842, No. 44, he sent

the following list of American vessels, which loaded at, and cleared from, this port, since the 24th November, 1841, up to the 1st May, 1842, for the coast of Africa :

Brig "Roxbury,"	Baltimore	215 tons.
Brig "General Pinckney,"	Baltimore.	194
Brig "Odessa,"	New York	181
Ship "Robert Bowne,"	New York	504
Barque "Sagamore,"	New York, expected	285
Barque "John A. Robb,"	Baltimore, ditto	173
Ship "Whitmore,"	New York	281
Barque "Independence."		149

He adds, "Two other vessels—the barque 'Mary,' and brig 'Garafilia,' both of Baltimore, and owned by E. Robinson, cleared lately at the Custom House here, and this Consulate, for the River Plate; but, from information since received, I am inclined to believe, that they sailed to the coast of Africa; and fear, that the barque "Mary" is the property of foreigners, navigating with the American flag and register." He then describes the course of the African Slave Trade, showing how it is openly carried on, and suggests preventive measures.

On the 26th October, 1842, he wrote No. 52, in relation to the "Garafilia," (which vessel cleared for Monte Video, but sailed for Africa, and is supposed to have been delivered upon the coast to the slave dealers,) and in relation to the case of the barque "Mary." On the 1st of July, 1843, he wrote No. 65, giving a list of American vessels cleared at this port for the coast of Africa since 1st May, 1842, and up to 1st July, 1843. In this letter he says:—

"The American vessels engaged in the trade between this port and Africa are invariably chartered to slave dealers; and I have no doubt many of them are the property of those dealers, sailing with the American flag and register, under a charter-party. Some, as the Masters inform me, are chartered by the month, for an indefinite time; others, for a fixed period of one year: and when they have served the purposes for which they were intended, in some cases, after several trips to the coast, I am suddenly informed, the vessels are just sold, and the registers are then delivered up. In some cases negroes are brought over in these vessels,—say six to ten at a time, with passports from some Portuguese Authorities on the coast, as freemen and passengers—the Master reaping his share of the passage money. Captain Ezra Foster, of Beverley, Massachusetts, has, in two instances, brought negroes over under these circumstances; and I am inclined to believe they were slaves, from information received at the time, and that they spoke only their native language. He (Foster) informed me, that the passage money was 100 dollars per head."

The Consul also enquires of the Department, whether, in case he has reason to suspect a vessel has been secretly sold, he may not require oath to the fact which is required to attest that the vessel is American property, in addition to the *prima facie* evidence of the register, upon which he could not rely, knowing, as he did, the uses to which registers were applied. The vessels in the list sent by this Despatch were:—

Date.	Class and Name.	Tons.	Owners.	Residence.	Consignees at Rio de Janeiro.
1842,					
May 9	Brig Roxbury . . .	215	R. W. Allen . . .	Baltimore . . .	Forbes, Valentine, and Co.
" 21	Barque Roscilba . . .	201	Batette . . .	New York . . .	Ditto
Aug 20	Brig Duan . . .	218	Bryant and Foster . . .	Beverly . . .	James Birkhead
1843,					
Jan. 14	Brig Kentucky . . .	223	Willis and Hart . . .	New York . . .	Maxwell, Wright, and Co.
" 26	Brig Porpoise . . .	160	G. F. Richardson . . .	Brunswick . . .	Ditto
Feb. 18	Barque Hualco . . .	279	W. G. Furber . . .	Belfast . . .	Schroeder and Co.
" 23	Schooner Rosario . . .	155	Benj. Fay and others . . .	New York . . .	James Birkhead
" 25	Brig Duan . . .	218	Bryant and Foster . . .	Beverly . . .	Ditto
May 27	Schooner Parmelia . . .	151	E. G. Kimball . . .	Salem . . .	Ditto
June 30	Barque Lucy Pennaman . . .	270	J. P. Keller and others . . .	Machias . . .	Ditto
	Brig Duan* . . .	218	Bryant and Foster . . .	Beverly . . .	Ditto
	Brig Porpoise* . . .	160	G. F. Richardson . . .	Brunswick . . .	Maxwell, Wright, and Co.

The above was the last letter to Mr. Webster. He had, however, (it must not be omitted,) on the 10th June, 1843, written to him a note, transmitting a copy of a letter addressed by him (Mr. Slacum) to the Master of the barque "Lucy

* These two last are about to sail.

Pennaman," in answer to certain enquiries made "respecting the charter and sale of vessels for the coast of Africa;" and asking a confirmation of his construction of the laws of the United States for the suppression of the Slave Trade, (should it be approved,) to enable him to speak and advise by authority. To none of these letters did Mr. Webster (owing to more important calls upon his time and attention, it is presumed) return an answer.

On the 5th of October, 1843, Mr. Slacum wrote to Mr. Upshur, No. 71, in relation to the case of the "*Parmelia*," showing the almost direct manner in which our citizens are "aiding and abetting the Slave Trade, &c." in relation to the brig "*Yankee*," which landed a cargo of nearly 700 slaves; and in relation to the vessel "*Sterling*." In this letter he says—

"To the enquiry, why American vessels are preferred and sought after by the slave dealers? and why they are willing to pay such high prices for them? it may be answered, that no other flag carries with it the same immunities. The flag of the Powers, parties to the quintuple Treaty, affords no protection against detention, search, and capture. So with Brazil and Portugal. Hence the slave dealer looks to our commercial marine to enable him to carry on the trade,—I mean, so far as regards the transportation hence, to Africa, of the necessary *equipments, provision, water, and vessels*. Having once got these indispensable adjuncts to the traffic to the coast, half the risk is over. He must then take his chance for the other half, that is, the return voyage—and in which he is very often successful.

* * * A vessel is *chartered or secretly sold* to a slave dealer, to be delivered on the coast. She carries a cargo, and, in some instances, the very persons, as *passengers*, who are to navigate her back—all the slave dealer requires. She is overhauled and examined by an American man-of-war. Everything appears to be in order and due form. The cargo, be it what it may, (except slaves, as I understand,) affords no just ground of capture. She passes on, delivers her freight, and returns for another cargo; or is then transferred to new masters, takes in slaves, waits for a propitious moment, makes her escape from the coast under any and all flags, with other papers and a new crew, and runs the hazard for her destined port. It is not long since that an American vessel sailed hence for the coast, having part of her cargo cleared and shipped as *wine*; but, on her arrival there, it turned out to be 90 pipes of fresh water!! a much more valuable article than wine.

"This vessel was the brig '*Duan*,' of Beverly, Massachusetts, Captain Ezra Foster, &c. The truth is, all these vessels are either owned by, or are in the service of, the slave dealers; and the trade will continue until some other measures are adopted by our Government to put an end to it."

On the 12th February, 1844, Mr. Slacum addressed to Mr. Upshur letter No. 74, transmitting a deposition in the case of the "brig '*Hope*,' of New York, Driscoll, Master." As that case is under trial in the United States now, I abstain from particular observations upon it. The letter, however, states "that the brig '*Duan*,' of Beverly, Massachusetts, also landed a cargo of slaves to the southward of this port. The '*Porpoise*,' a small brig belonging to Brunswick, State of Maine, brought back the Masters and part of the crews of the '*Hope*' and '*Duan*,' and is a regular tender to the slave dealers. She is said to be chartered for 12 months.

* * * The '*Porpoise*' sailed again yesterday for the coast, I suppose to bring back the crews of the '*Ganneclift*' and '*Monte Video*'—the former having sailed from this port a short time since; the latter sailed yesterday. I also transmit a copy of the shipping articles of the '*Duan*,' by which it appears that the voyage had its incipiency in the United States."

On the 6th of December, 1843, Mr. Slacum, it seems, acknowledged, in Despatch No. 73, the first answer which he had obtained from any Secretary on these important subjects. Mr. Upshur wrote him Despatches of the 1st of July and 18th of September, 1843, sending him an opinion of Mr. Nelson, the Attorney-General of the United States, upon his letter of advice to the Captain of the "*Lucy Pennaman*."

Mr. Slacum, an unprofessional man, had, in his letter of the 16th May, 1843, said to Captain Keller, of the barque "*Lucy Pennaman*," who made certain written enquiries of him: "Of whatever value my opinion may be, you shall have it with frankness and freedom. In the first place, my opinion is, that any citizen of the United States who may sell an American vessel in this port to a *slave dealer*, deliverable on the coast of Africa, such citizen is 'aiding and abetting' the

Slave Trade. Secondly, that any citizen of the United States who may charter an American vessel to a *slave dealer*, to deliver at his factory, or to his agents on the coast of Africa, articles of exchange for slaves, food with which to supply them, or implements with which to confine them, such citizen is 'aiding and abetting' the Slave Trade. *Under such circumstances, no person could convince me of his ignorance of the intentions of the parties, or the objects of the voyage.*" This was an honest opinion; and, taken as a whole, as it was meant really to be understood, was correct; but as it stands, mingling law and fact together, it does not really state the true legal proposition. As matter of *fact*, such acts as are mentioned in the opinion do "aid and abet" the Slave Trade; but to bring the acts *within the law* of the United States, he ought to have stated more clearly, that they must be done with the intent to aid and abet, and that they must actually *aid and abet* the offences named by these laws. But he clearly meant so to state by the words, "*Under such circumstances, no person could convince me of his ignorance of the intentions of the parties, or the objects of the voyage.*"

The opinion of the Attorney-General simply gives the history of the legislation of Congress to suppress the Slave Trade, and its general effect; and apparently, only contradicts the propositions of Mr. Slacum, by laying it down correctly, as law, that the *acts in themselves* will not constitute the crimes, but must be *coupled with the unlawful intents*; and that the proof must depend upon the circumstances of each case. He was, doubtless, not informed how strong the *acts in themselves* would be *prima facie* proof of guilt to the mind of any one as well informed as Mr. Slacum upon the course of the Slave Trade, the persons engaged, and the means employed in it, and all its notorieties in the city of Rio de Janeiro. The opinion of the Attorney-General, whilst correcting the abstract errors in the opinion of Mr. Slacum, was by no means calculated in its effects to correct the concrete errors of the Slave Trade, though it stated sound law as far as it went, and was doubtless intended to discourage that trade in all its aspects.

For reasons entirely unconnected with this subject, and without imputation either on his official or personal conduct, I believe, Mr. Slacum was removed from his office, and left it on or about April, 1844. The Slave Trade has been continued, and been increasing, between Brazil and Africa ever since. It has literally continued; for the very vessel the "*Monte Video*," which his last letter on the subject of the trade notified the department of, is the vessel, the Master and crew of which are now here prisoners. The other cases are numerous. The "*Gannecliff*" has also since landed a cargo of slaves; the "*Sooy*," of Newport, Rhode Island, landed another cargo, and was run ashore in chase by a British man-of-war; the "*Agnes*," whose voyage had its "incipiency" in the United States, has landed, lately, two cargoes of slaves; and the "*Sea Eagle*," of Boston, the tender of the "*Agnes*" and "*Monte Video*," has just sailed on another charter-party Africa, with *passengers*; the brig "*Susan and Mary*," or "*Susan Mary*," (American,) having sailed on the 21st ultimo for Angola with *passengers*, also, appears by the following printed advertisement in one of the journals of this city, which shows the openness with which these things are done:

"*Sahidas no dia 21.*

"Angola, brig Amer. '*Susan Mary*,' 148 tuns, Mr. W. A. Welch, equip. 11. carga varios generos; passags. O. Portugues Joao Avelino de Aranjó Marinho, Antonio Joze Tinoco, Joze Antonio Gaspar, Joaquim Antonio de Lima, Joze Joaquim de Almeida, Carlota Joaquina Roza, e por ordin Auperion Antonio da Silva Maria Ferreira."

In the third place, the state of things here has been produced by the *necessities of business*, I may say. The shipowners at home, in many cases, I hope, ignorant of what enhances the ships here, write peremptory orders to the consignees in Brazil to negotiate charter-parties or sales of their vessels. One chief consideration of sending vessels here with cargoes, is to sell the ships; and both are consigned to those who will negotiate charters and sales to the best advantage. If the commission merchants here refuse to obey these orders, they necessarily lose their best customers, and the most profitable part of their business. If they do not touch these negotiations, they will, in fact, be stopped also of their regular and lawful chance of gain. Let the whole country, then, at home, be fully informed of the *reason* why vessels are chartered and sold here at extraordinary high prices; that the African Slave Trade alone can afford to pay such high prices; that that trade alone

does pay them; and that charters and sales here are, in one word, charters and sales to that trade; and that to sell vessels deliverable on the coast, chartered to take *passengers* over, is here notoriously nothing less than to sail a vessel and crew over to Africa, under the protection of the United States flag, with the intent to deliver them for the purposes, and to aid and abet, the Slave Trade. Let this be known, and then let us see what respectable owners of vessels and cargoes, whose custom is worth having, will make consignees here pay penalty for refusing to aid and abet Slave Trade.

In the fourth place, the *rivalry of trade* has aided to involve our men of business here in the nefarious traffic. Their object, like that of our merchants, has always been to extend American commerce, and to acquire to American enterprize as much of the trade of all the world as is within their reach. They have seen, that other merchants (English particularly) have aspired to monopolize the trade of Africa, and, in the race of competition, our merchants have forgotten in a measure the nature of the trade for the prize of which they have been contending. They should now reflect, that their enterprises in this trade, however worthy they would be of a better trade, are ignoble if unlawful and immoral.

In the fifth place, it is not to be denied, that the strongest reason, perhaps, and certainly the baser reason, for this state of things, has been the profits of this, which belong not to a regular and lawful trade. Every brig, even, and cargo, chartered and sold for the coast of Africa, is worth to consignees and brokers from 1,500 dollars to 3,000 dollars. They are gains (to say the least of them) won by ways "not justified by honour," and, as I believe, not justified by *law*.

And finally, Gentlemen, I inform all parties, through you, that this state of things, as respects American citizens, shall not continue exist, if it is in my power to prevent it. Our present Consul, Mr. Gordon, has manifested every disposition (like his predecessor, Mr. Slacum) to do his whole duty on the subject; and I have given him all the aid I could, in the late cases of arrests. I shall continue to go even out of the line of my official duty to prevent future violations of the laws of the United States for the suppression of the African Slave Trade by their citizens and under their flag. In all cases, if probable grounds, I will advise and aid the arrests, by all the means and influence I can exert, without respect to persons; and in all cases, in the language of the 1st section of the Act of March 3, 1819, when vessels of the United States "*may have taken on board, OR MAY BE INTENDED FOR THE PURPOSE OF TAKING ON BOARD, OR OF TRANSPORTING, OR MAY HAVE TRANSPORTED, any negro, mulatto, or person of colour, in violation*" of any law of the United States against the foreign Slave Trade, I will give information to all the "commanders of all armed vessels of the United States," and cause them, if I can, to "seize, take, and carry" "into any port of the United States," "all such ships or vessels *wheresoever found.*" I will not stop with *arrests* and *seizures*; but offenders will find that arrests and seizures alone, if justified by probable grounds, and made without malice or corrupt motive, will not be any sport for them, even if they escape upon trial; and, though the commanders of our armed vessels may have no special instructions, and though our armed vessels may not be specially fitted out for the purpose, yet the law itself makes it their duty to "cause to be apprehended, and taken into custody, every person found on board of such vessel so seized and taken, being of the officers and crew thereof;" and an order of the President to the contrary (if such an order were to issue) would not relieve them from this imperative duty under the law. If they do not discharge this duty on this station, it shall not be because the responsibility of refusing to discharge it will not be thrown upon them by me in all future cases. But I cannot anticipate that they will fail or refuse to discharge their duty, when properly called upon to act in a case demanding their interposition.

I may be aware, it may be said, that this truly will be effectual to prevent unlawful traffic, but it will also arrest all lawful commerce by citizens of the United States between Africa and Brazil. My answer is, Gentlemen, that is for me to do my duty under the law as it is, and to leave the prevention of all consequential evils to the superior wisdom of our lawgivers the Congress of the United States. It is time—high time—that the attention of Congress was forced to turn towards this subject; to compel attention to it, is one of the main objects of my action. But another, and as good an answer to this, is, that it is a matter of much doubt for the reasons stated, whether there is such a thing as any strictly lawful trade at all carried on by citizens of the United States between Brazil and Africa.

If there is not, then the question is simply, whether the whole trade, being all immoral and illegal, shall not be destroyed? Or, if the lawful trade is very inconsiderable and very nearly allied to an immense unlawful trade, whether it is worth preserving at the expense of national honour, and of great individual crimes?

I am aware, also, it may be said, that these attempts to enforce the laws of the United States, will have the effect only to drive consignments from American to English houses, and to give to the latter the entire monopoly of the African trade. No one would be more cautious than I would be to abstain from any course which might, in the least, injure lawful American trade; and none could be more anxious than I am to promote it. But a trade which has been denounced as piracy in some of its parts, and as a misdemeanor in all its parts, by our laws, I cannot but seek to arrest and destroy. If it changes its currents into English channels, why, in the name of philanthropy, and of the good morals which England so earnestly invokes against the Slave Trade, let them have its bitter waters. But they already furnish the Slave Trade its very *pabulum*—its brokers, its exchanges, its goods, wares, and merchandize, and its long credits.

The question is, shall we furnish it the use of our flag for a mere mite of the profits, the mass of which they already enjoy? Rather let them have all the profits, with all the shame, too, say I, of this infamous iniquity! Let us at once withdraw from all competition with them in *a trade of dishonour*, and seek only to excel them in the fair fields of lawful enterprise. But, Gentlemen, if there be that sincerity which it professes, in respect to the suppression of the Slave Trade, and that efficiency of which it boasts in respect to all its measures, in the British Government, we will see whether British subjects will be allowed, any more than American, to carry on this unlawful traffic with impunity. I have taken steps to test both the sincerity and efficiency of that Government, as you will see by accompanying copy of a private letter addressed by me to its Minister at this Court, in whose virtue and intelligence, at all events, I can confidently rely to do whatever can be done to enforce the laws of his Government against British subjects who transgress them in Brazil; and at least, if *they are* permitted to engage in this trade with impunity, the argument, that if our citizens do not engage in it, they will, and that they will engross all its profits, will not satisfy our violated laws, nor diminish the enormities of the Slave Trade, nor wipe its stains from our flag, nor mitigate its guilt in our consciences, or before our tribunals of justice.

To commit a crime, because others will if we do not, is not the shadow of an excuse, either in law or morals. And, in conclusion, if the question be repeated, as it has been asked, Why I, an American slaveholder, manifest such extraordinary zeal in this subject? the only answer I shall deign to give is, that the fact of my being a slaveholder is itself a pledge and guarantee that I am no *fanatic*, foolishly and wickedly bent upon running *amuck* against any lawful property or trade; and that I find the same old interest at work here, and now, to fasten American slavery on Brazil, which, in our early history, fastened its condition of a slave state on Virginia: vessels and capital from precisely the same quarter bring the slaves to this country in this age, which carried them to that country in times past. The very lands in the old and new worlds, where “world’s conventions” are held, and whence abolition petitions flow, are the lands where there are manufactures of goods “fit for the coast,” and where there are owners of vessels to be “chartered and sold, deliverable on the coast of Africa,” who “will not eat slave sugar!” It would be too much to say, however, that it must be left to slaveholders to manifest an extraordinary zeal on this subject. Our whole country, with a few exceptions—in every part alike, perhaps—would have me, I am confident, exert every energy in my station to suppress the African Slave Trade carried on by our citizens. The courts and the whole country of the United States, I am sure, slaveholding and non-slaveholding, will incline in favour of the law, and against the evils of this trade. No officer need to fear, therefore, that he will not be sustained by both public law and public opinion at home, in the faithful and zealous discharge of his duty in this behalf. Without making any superfluous profession of motives, there is one sentiment alone which is sufficient to inspire me with ardour in the course I have pursued and will pursue. I love *the flag* under which my country has won its national independence and its national respectability, and with which it protects our persons and property, too well to sit still or to sit silent and see its “blessed bunting” openly chartered or sold for the uses of an infamous trade, as fine linen is bought and sold for the

uses of prostitution. No, Gentlemen, I had often looked at it when waving "over the land of the free, and the home of the brave," or when floating over the decks of "the old Constitution," with feelings too near akin to adoration; but until I left the shores of my native land—until I saw it when far off from home and country, in the dim distance at sea, or waving a welcome from the flag-staff of a United States Consulate in the western islands of the Atlantic, I never fully understood, or fully comprehended its symbol—the essence of which it is the type; until then, I never realized the substance and the value that there is in it. I knew that it was full of honours, as bright as its stars; I knew that it had a charm in it,—it was always in a halo of glory to my eyes;—and I felt that its very sight inspired heroic inspiration, and that it had made men fight and die for it; but I never knew, until then, that it is more than a pageant; that it is a reality; that there is a *protection to commerce in it, Gentlemen*; that there is protection to American citizens in it, Gentlemen, all over the world; that there is a moral power, stronger than stout hearts and strong arms, in it; that our homes are in it; that *our whole country* is in it, Gentlemen! He who dishonours or insults its sanctity, dishonours all—insults his mother country! I would wage a war to defend the sanctity of its protection to our trade, against any right of visit or search by any Power upon earth; and shall our country's own sons be allowed to furnish the only pretext for visit and search, even possibly tenable, by repeatedly, and openly, and notoriously prostituting it, in violation of their country's positive laws, to the purposes of an odious traffic, full of the most abominable crimes? No, Gentlemen, that flag is too eloquent an emblem not to speak to me everywhere, and at all times, in its behalf, to save it from pollution. I would not be worthy of the special trust and confidence reposed in me by my country, if I could see it wave its familiar folds (and I never fail to look at it) at the mast-heads of our vessels entering or clearing this beautiful harbour; I could never feel its safe protection over the very office of the Legation, in which I am now writing, without the self-examination, "*Am I doing my duty?*" Is that flag to be struck, not to an enemy, but to the Slave Trade? Is it even placed where it dare not be seen? Has it to be hauled down for the foreigners? Has it to hide its "stars and stripes," in order to evade the laws of its country—of itself? Has it to do so from oppression, which it has not power to resist? or is it bought and sold for a price of infamy, which should turn it the true colour of the pirate's flag—blood red all over with the blushes of shame?

Gentlemen, Gentlemen, I could never look at it again, hoisted over a man-of-war, without having tried my utmost to rescue it from this degradation. I could never again hear the anecdote with patriotic pride—that, when one Brazilian slave asks another, "Which, of all the national ships lying here, are the English most afraid of?" the reply invariably is, "American;" and that they never think of matching a United States frigate in their comparisons against less than an English 74—without feeling that this very impression upon the slaves of Brazil is derived from the safe protection which our flag gives to the African Slave Trade against British cruizers. If it did not come within my official duty, I should step aside from my office, as an American citizen, to protect that flag which protects me. My feelings are too closely woven in its very web—too deeply allied in its very red and its very blue—not to attempt to preserve it from a stain. If the nature of my office was such as to require me to sit supinely and see it dishonoured, neither 9,000 dollars nor 90 times 9,000 would hold me still. I would renounce the salary as I would the price of treason; and he comes nothing short, morally, of the guilt of treason, who sells his country's flag with which to violate his country's laws; and that, too, under the safeguard of a principle for which his country has once waged war, and would again, for his very sake, and for the protection of trade and commerce. But neither the honest and direct diplomacy of the United States, nor their good understanding with Brazil, requires, happily, that an American Minister here should submit to see his country dishonoured by a violation of her flag and her laws. National honour is before everything—Treaties and treasures are nothing to it; and the first and greatest duty of a Minister abroad is to see that his country's laws are obeyed by her own citizens, and that her honour is respected by all. In these sentiments, Gentlemen, I am sure you will concur; and I appeal to you, as American merchants, to aid in carrying them fully out,

If it has been said of British merchants, that "Their leger is their Bible, and thei

money is their God," let it not be said of American merchants in Brazil, that they are ready and willing at all times to sell the very "star-spangled banner" at such or such a per cent. of the Slave Trade.

"American merchants" is a proud and precious title anywhere, and will become prouder and more precious the more and more that our country and its flag become respected. I know our merchants well; they are free traders. Thanks to them for much of the wealth, most of the revenues, many of the blandishments of life, and a great deal of the knowledge of the world, which their love of gain, their enterprise, and risks bring to our country. They do reach very far after the purse-strings of commerce; but, as a body, they are highly intelligent, perfectly honourable, and creditable to their country. If actual war should come, they would show out the treasures they have gained by patient and painful toil, and at imminent hazard, as generously as they would their blood, and as freely as any other class of men would, to defend their country's flag.

And will the American merchants in Rio de Janeiro not know when that flag is assailed in its tenderest point of honour? With the same promptness of patriotism rally to the defence?

Our country is a bounteous mother, Gentlemen, in all privileges of freedom to us, her children. She lays wide open the whole field of honourable enterprise before us, stints us in no advantage, watches over us, and guards us by her parental power, and withholds from us nothing that is reasonable, moral, or just. The avenues of lawful commerce with this very country to her citizens, are numberless and immense. She has done everything on her part for us all, in all respects. Are we, then, not called upon, as good citizens and dutiful children, to uphold her honour and integrity as she upholds us, and as we would the pride of character of the kindest and best of parents who fondly nurses, protects, and cherishes us? Should we not regard the emblem of her honour, and dignity, and majesty—*her flag*—as a sacred thing, to be kept even more holy than a token, for the sake of the very mother who bore us?

Let us unite, together, then, Gentlemen, as members of the same family, *for the sake of the honour of our house*, and resolve that not only every stain shall be wiped from our national flag, but that in these seas it shall be free from all appearance of any discolouration even of spot or blemish—cleaned pure from all pollution. This conquest over avarice and crime may gain for us no laurels like those of glorious war, but its wreath will be a civic reward to our brows—richer in its proud satisfaction and its precious peace to patriots' bosoms than all the diamonds of Brazil, and all the dust of the Gold Coast; and this victory *for our flag* (though it consecrates it not anew a bloody battle-banner), will shed all over it a moral brightness, which will make its stars reflect a light like the stars of the firmament, and make its blue appear as the blue of azure heaven!

With the sole object of preventing crime for the future, without looking at all to the punishment of the past,

I am, &c.
(Signed) HENRY A. WISÉ.

Messrs. Maxwell, Wright, & Co. &c. &c.

No. 42.

The Earl of Aberdeen to Mr. Pakenham.

SIR,

Foreign Office, June 3, 1845.

You are aware, that by Article IX. of the Treaty of Washington, concluded on the 9th of August, 1842, it was provided, that the parties to the Treaty should unite in making representations against the continuance of the Slave Trade to Powers within whose dominions markets for imported African slaves were still allowed to exist; and that they should also urge upon all such Powers the propriety and duty of closing such markets.

Upon communicating with the United States Minister in London, as to the execution of this engagement, it was judged preferable, that the representations and remonstrances in question should be made by the two Governments separately, and not conjointly.

The various proceedings which Her Majesty's Government have taken in conformity with this understanding, are published in the Slave Trade Papers which have been laid before Parliament since the conclusion of the Treaty. But Her Majesty's Government are not yet acquainted with the measures which the United States Government may have thought it expedient to adopt, in fulfilment of the same provision.

I have therefore to desire, that you will bring the subject under the consideration of the United States Secretary of State, and request him to furnish you with any information on this point which it may be desirable and useful that Her Majesty's Government should possess.

I am, &c.
(Signed) ABERDEEN.

The Right Hon. R. Pakenham,
&c. &c.

No. 43.

Mr. Everett to the Earl of Aberdeen.

Grosvenor Place, June 12, 1845.
(Received June 13.)

THE Undersigned, &c. &c., has had the honour to receive a note of the 10th instant from the Earl of Aberdeen, &c. &c., transmitting a copy of the Convention for the suppression of the Slave Trade, lately concluded between Her Majesty and the King of the French, and ratified on the 7th instant, which the Undersigned will lose no time in communicating to his Government.

The Undersigned, &c.

(Signed) EDWARD EVERETT.

The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.

No. 44.

Mr. Pakenham to the Earl of Aberdeen.

Washington, May 29, 1845.
(Received June 14.)

MY LORD,

THE newspapers mention the arrival at Boston of an American schooner called the "*Spitfire*," under the charge of a Lieutenant of the United States navy, having been captured, as a slaver, on the coast of Africa, by the boats of Her Majesty's steamer "*Ardent*," in company with the boats of the United States ship "*Truxton*."

It is stated, that the Captain of this vessel has been indicted in the United States Court at Boston.

Bills had not yet been found against the other persons taken on board, all of whom are said to be foreigners, that is to say, not Americans.

I have, &c.
(Signed) R. PAKENHAM.

The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.

No. 45.

The Earl of Aberdeen to Mr. Pakenham.

SIR,

Foreign Office, June 14, 1845.

A copy of your Despatch of the 29th December last, and of its enclosures, relative to certain negroes supposed to have been carried away from Ragged Island,

and sold as slaves in Florida, was, by my direction, forwarded to the Colonial Department, for such instructions as Lord Stanley might deem it necessary to give to the Governor of the Bahamas thereupon.

I now transmit to you for your information a copy of a Despatch addressed by the Governor of the Bahamas to Lord Stanley, in reply to the instruction which his Lordship had issued to him.

You will perceive, from this Despatch, that Lieutenant Governor Mathew apprehends, that there would be great difficulty in taking the course suggested by you, namely, that of sending a person from the Bahamas to make enquiry respecting the individuals referred to.

You will further perceive, that Governor Mathew states his conviction, that, in more than one instance, Bahama vessels with coloured crews have been purposely wrecked on the coast of Florida, and the crews forcibly sold; that he has specified three vessels by name, as generally supposed to have met this fate; and, in the instance of one of them, has given the names of five unfortunate persons said to have been reduced to slavery.

The Despatch from Governor Mathew appears to contain facts sufficient whereon to found an enquiry into the cases referred to.

I have to desire, therefore, that you will communicate the substance of that paper to the United States Government; and, expressing to them the confidence of Her Majesty's Government, that they would wish to remedy any injury that may have been committed in the United States upon the rights and liberty of British subjects, you will suggest to them the propriety of taking such steps as, according to the constitution of the United States may appear to be right and necessary for ascertaining the particulars, and securing the ends of justice in these cases.

I am, &c.
(Signed) ABERDEEN.

The Right Hon. R. Pakenham,
&c. &c.

Enclosure 1 in No. 45.

Governor Mathew to Lord Stanley.

*Government House, Nassau,
April 10, 1845.*

MY LORD,

I HAVE the honour to state, with reference to your Lordship's Despatch of the 14th February, that in consequence of an application from various inhabitants of this island, respecting some of their relatives who were alleged to have been illegally sold into slavery on the coast of Florida, I addressed a confidential communication to Her Majesty's Consul at Savannah, requesting he would cause some enquiry into the subject, as a necessary preliminary to submitting the matter to your Lordship.

I transmitted at the same time, a corroborative statement made to me by Chief Justice Lees, of which I enclose a copy.

Her Majesty's Consul addressed the British Minister at Washington for instructions; and I have the honour to transmit copies of the subsequent replies of both these gentlemen, which I have but lately received *via* England.

The state of the law in Florida, which is better known in these islands than it appears to be at Washington, renders the mission proposed by Mr. Pakenham a service of great personal risk; and I doubt much finding any inhabitant of the Bahamas willing to undertake it, even were the course suggested under all the circumstances a prudent and a wise one.

The enquiries I have already been led to make, have convinced me, that in more than one instance during the last 15 years, Bahama vessels, with coloured crews, have been purposely wrecked on the coast of Florida, and the crews forcibly sold.

The following three vessels appear to have been generally known to have met with this fate:—

1. The "*Three Sisters*," belonging to J. Taylor, of Ragged Island, Gregorio del Sol (Spaniard, of Florida), Captain; crew, 12 men.

2. "*Alexander*," Crudden, of Nassau; crew, six men.

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3. Sloop "*Jane*," of Nassau, Thomas Crowder, Master; crew, Joe Gordon, Brister Bethel, Thomas Fulford, R. Adams, Henry Mather, all free men of colour; passenger, a Mr. Williams, from Watling's Island, with five slaves or servants.

The widow of the owner of this vessel, a Mrs. Fulford, resides at Nassau, and states that the Captain run away with her vessel and cargo, and, she has been informed, sold the crew at the entrance of the St. John's river. Her belief is, that the passenger, Mr. Williams, who illegally carried off five of his own labourers, was the chief instigator of the crime. This vessel's clearance was in November, 1830.

I am awaiting the return to this port of the Master of a Nassau bathing vessel, who is able, I am assured, to give me some further particulars; but I doubt extremely being enabled to furnish your Lordship with any further information.

I am told, that one of the crew of this last vessel was some time after seen put up to sale, at Mobile, by an inhabitant of Abaco.

I have, &c.

(Signed) GEORGE B. MATHEW.

The Right Hon. Lord Stanley,
&c. &c. &c.

Enclosure 2 in No. 45.

Statement of Chief Justice Lees.

August 13, 1844.

BEING, about five years ago, on my way from Savannah to St. Augustine, I had occasion to stop at the house of a Major Taylor, a magistrate, living near the mouth of the St. John's river. Having informed him that I had recently come from Nassau, he observed, that there were 10 fine fellows in his neighbourhood from that place; he went on relating to me, that some time previous, a vessel from the Bahamas had been purposely wrecked there; that her crew, consisting of 10 men, whom he believed were previously free, had been sold as slaves for 500 dollars each; and that he himself had been an agent in the transaction. I was of course anxious to obtain further information, and proceeded, as I thought, cautiously to make enquiry; but he suddenly turned round to me, and said, Are you an Englishman? I replied, that I was. He then gave a long low whistle, and would speak no more on the subject.

Enclosure 3 in No. 45.

Mr. Pakenham to Governor Mathew.

SIR,

Washington, January 6, 1845,

MR. MOLYNEUX, Her Majesty's Consul at Savannah, has transmitted to me a copy of your Excellency's letter to him of 17th August last, relative to the case of certain of Her Majesty's subjects supposed to have been carried away from Ragged Island, and sold into slavery in Florida.

Mr. Molyneux informs me, that he had found it impossible to obtain any information on this subject, and suggested that the matter might be submitted for the consideration of the Government of the United States.

But considering the imperfect nature of the information which had reached your Excellency respecting the affair, I have thought it advisable to defer, for the present, any such application, hoping that your Excellency may be able, on further enquiry, to obtain some particulars, as to time and other circumstances attending the transaction, which would render an appeal to the American Government more likely to be successful; and I have suggested to Her Majesty's Government, that the best course to pursue, with a view to the discovery of the truth, and eventually to the liberation of the unfortunate captives, might be, to send from the Bahamas to the part of this country, where they are supposed to be detained, a person furnished with all the information which it may be possible to obtain at Ragged Island, or elsewhere, as to the time and circumstances of the supposed abduction, the shipwreck of the vessel, and so forth, which person might

be able, by cautious enquiry, to find out enough to enable us to lay a tangible case before the Government of the United States.

Should this suggestion meet with your Excellency's approval, you may perhaps think proper to act upon it, in anticipation of corresponding instructions from Her Majesty's Government.

I have, &c.
(Signed) R. PAKENHAM.

His Excellency Governor G. B. Mathew,
&c. &c.

Enclosure 4 in No. 45.

British Consulate, Savannah,
December 10, 1844.

SIR,

I HAVE the honour to enclose the copy of a Despatch I have this day addressed to Her Majesty's Minister at Washington, transmitting the letter, marked "private and confidential," you did me the honour to address to me on the 17th August.

I have, &c.
(Signed) E. MOLYNEUX, *Consul.*

His Excellency Governor G. B. Mathew,
&c. &c.

No. 46.

Mr. Pakenham to the Earl of Aberdeen.

Washington, June 12, 1845.
(Received June 28.)

MY LORD,

I HAD the honour on the 4th of this month, to receive your Lordship's Despatch of 12th May, enclosing copy of a Despatch and of its enclosure, lately received from Her Majesty's Commissioners at Sierra Leone, containing their report upon Slave Trade for the year 1844.

I have fulfilled your Lordship's instructions, by communicating these papers to the Secretary of State, for the information of the Government of the United States.

I have, &c.
(Signed) R. PAKENHAM.

The Right Hon. the Earl of Aberdeen, K. T.
&c. &c. &c.

No. 47.

The Earl of Aberdeen to Mr. Pakenham.

SIR,

Foreign Office, July 2, 1845.

I HEREWITH transmit to you, for communication to the Government of the United States, a copy of a Despatch from Her Majesty's Vice-Consul at Bahia, reporting, that the American schooner-brig "*Washington Barge*," Captain Thomas Duling, had sailed from Bahia with a general cargo, for the coast of Africa, on the 1st December, 1844, and that she had returned to that port on the 20th April last, under the Brazilian flag, and with the name of "*Fantasma*," Gonçalves, Master, and was reported to have landed in the meantime, in the neighbourhood of Bahia upwards of 600 slaves.

I am, &c.
(Signed) ABERDEEN.

The Right Hon. R. Pakenham,
&c. &c.

Enclosure in No. 47.

Mr. Whateley to the Earl of Aberdeen, April 25, 1845.
(See Class B., No. 347, page 418.)

No. 48.

The Earl of Aberdeen to Mr. Pakenham.

SIR,

Foreign Office, July 9, 1845.

I BEG to refer you to the letter addressed to Her Majesty's Envoy in Brazil, by Mr. Wise, United States Minister in that country, and appended to the Message of the late President of the United States, a copy of which formed an enclosure to your Despatch of the 28th of April last.

In that letter Mr. Wise, mentions that the Master and crew of the United States vessel "*Sea Eagle*," and two of the crew of the United States vessel "*Agnes*," charged with having been concerned in Slave Trade, had been arrested by the United States Consul at Rio, had been examined, and would be sent to the United States with a view to legal proceedings there.

I have to desire, that you will ascertain the result of the proceedings taken in the United States, with respect to these persons, and acquaint me therewith, for the information of Her Majesty's Government.

The Right Hon. R. Pakenham,
&c. &c.

I am, &c.
(Signed) ABERDEEN.

No. 49.

*Mr. Pakenham to the Earl of Aberdeen.**Washington, June 28, 1845.**(Received July 15.)*

MY LORD,

IN obedience to the instructions contained in your Lordship's Despatch, marked Slave Trade, of the 3rd of June, which I had the honour to receive on the 21st of this month, I have applied to the Secretary of State, for the purpose of ascertaining what steps may have been taken by the Government of the United States towards the fulfilment of the provisions of the Article IX of the Treaty of Washington, on the subject of the Slave Trade.

Mr. Buchanan told me, that he should require a few days to inform himself exactly what may have been done in this sense by his predecessors, for he said, that since the accession of the present Administration, the subject had not attracted their attention. He, however, referred to the active proceedings of Mr. Wise, the United States Minister at Rio, as a proof of the desire and intention of this Government to go every proper length in endeavouring to put a stop to the traffic in slaves.

I have, &c.
(Signed) R. PAKENHAM.

The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.

No. 50.

*Mr. Pakenham to the Earl of Aberdeen.**Washington, June 28, 1845.**(Received July 15.)*

MY LORD,

THE enclosed extract from a Baltimore newspaper, gives the particulars of a sentence lately passed by the Judge of the United States District Court, of that city, on two persons convicted of a misdemeanor, in being concerned in the Slave Trade on the coast Africa.

It is also stated in the newspapers, that the Captain of the "*Spitfire*," a vessel seized on the coast of Africa for slave trading, whose arrival at Boston I had the honour to mention in my Despatch of 29th May, has been found guilty; but I do not observe that sentence has yet been passed on him.

I have, &c.
(Signed) R. PAKENHAM.

The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.

Enclosure in No. 50.

Extract from the Clipper, Baltimore newspaper.

IN the United States District Court, sitting at Baltimore, on Monday last, Judge Heath passed sentence upon Jason L. Pendleton, Captain, and Robert Baker, First Mate, of the brig "*Monte Video*," who were indicted, tried, and convicted of a misdemeanor, as officers of said brig, in being concerned in the Slave Trade on the coast of Africa. The learned Judge, on passing sentence upon the prisoners, prefaced it with an address of great feeling, in which he reviewed all the evidence given upon the trial, and depicting in vivid colours the horrors of the Slave Trade. He stated, that the extent of punishment allowed by the law was two years' imprisonment in the common gaol and a fine of 2,000 dollars; but in consideration of his having been already in gaol six months, and the jury's recommendation to mercy, the Court would only adjudge him to be confined in the common gaol for a period of 12 months, and to pay a fine of 1,000 dollars, and to remain imprisoned until the fine and costs be paid. The Mate, Baker, was sentenced to be imprisoned six months, and to pay a fine of 500 dollars, and to remain imprisoned until the fine and costs be paid.

No. 51.

Mr. Everett to the Earl of Aberdeen.

Grosvenor Place, July 15, 1845.

(Received July 17.)

THE Undersigned, &c. &c. had the honour to receive, on the 14th of March last, a note of the 10th of that month, from the Earl of Aberdeen, &c. &c. transmitting a communication from Her Majesty's Treasury, purporting to contain a report of proceedings which had taken place in conference between Mr. Maris and Mr. Rothery, on the subject of the compensation to be made to Messrs. Brookhouse and Hunt, the owners of the "*Tigris*" and "*Seamew*," for the loss incurred by them in consequence of the capture and detention of these vessels.

The Undersigned had, a short time previous, received and forwarded to his Government, to be submitted to Messrs. Brookhouse and Hunt, Mr. Maris's report of those proceedings, a copy of which is herewith enclosed for the Earl of Aberdeen's information. Lord Aberdeen will find it stated with distinctness, and in detail, in this document, that Mr. Rothery agreed, under several heads of the claim, to recommend a farther allowance, in addition to that which he had formerly proposed, after his conferences with Mr. Hillard, in his first report. The total amount of these additional allowances, which, according to Mr. Maris's report, Mr. Rothery agreed to make, appears, from the tabular statement which forms a part of the report, to be, for the "*Tigris*" 621*l.*, and for the "*Seamew*" 1,144*l.* 16*s.* 8*d.*—in the aggregate, 1,765*l.* 16*s.* 8*d.*

It was not, therefore, without surprise, on examining Mr. Rothery's report to the Lords of the Treasury, that the Undersigned found, that this gentleman, instead of recommending these additional allowances, according to what Mr. Maris had stated their agreement to be, advises against any further allowance whatever upon any of the items of the claims.

The Undersigned lost no time in putting Mr. Rothery's report into Mr. Maris's hands, and calling upon him for an explanation of this remarkable discrepancy. After considerable delay, occasioned by the pressure of his private affairs, Mr. Maris submitted to the Undersigned, on the 14th of June, an additional report, a copy of which also accompanies this note.

Lord Aberdeen will perceive, on examining Mr. Maris's second report, that he adheres positively to his former statements, and maintains, that Mr. Rothery agreed to make the additional allowances.

The Undersigned, though not authorized finally to compromise the claim, was prepared strongly to urge upon his Government to accept any sum on behalf of the owners which Mr. Maris and Mr. Rothery should agree jointly to recommend for allowance; and he has little doubt, that his Government would have taken that course.

Owing to the misunderstanding between those gentlemen as to the result of

their conferences, the Undersigned thinks it would be unavailing to enter into a detailed examination of the arguments adduced in their separate statements. He will confine himself to some observations in support of the view which he finds himself reluctantly compelled to take, as to the manner in which Mr. Rothery has performed the duty of examining these claims in conjunction with Messrs. Hillard and Maris.

Lord Aberdeen will bear in mind, that in his note of 13th November, 1843, the Undersigned expressed his strong dissatisfaction at the conduct of Mr. Rothery, in reporting to the Lords of the Treasury, that Mr. Hillard had agreed with him as to the allowance of the sums mentioned in his former report, that gentleman, and the Undersigned himself, having positively refused to sign Mr. Rothery's report as a token of such agreement.

In his present report Mr. Rothery, without any explanation, frequently alludes to this supposed agreement with Mr. Hillard as having actually taken place, although aware that the Undersigned had, in the note just referred to, denied its existence.

To put the matter beyond doubt, the Undersigned transmits copies of a correspondence which he has had with Mr. Hillard on that point.

The first article in the claims relative to both vessels, is that of "demurrage." The Undersigned will examine, at some length, the part of Mr. Rothery's last report which refers to the question of evidence on this item, as a sufficient specimen of the manner in which he appears to have proceeded in the investigation.

"May it please your Lordships,

"In obedience to your commands, I have perused and considered the documents herewith returned, consisting of—

"Letters from Lord Canning, dated 9th of October last, transmitting copy of a note from Mr. Everett, the American Minister at this Court, dated the 1st of that month, together with the following enclosures therein referred to, respecting the American vessels '*Tigris*' and '*Seamew*,' namely,—

"Affidavit of Vernon Brown and N. H. Frothingham, ship-brokers, of Boston, stating, that 30 dollars per day for the demurrage of the '*Tigris*,' and 40 dollars per day for the '*Seamew*,' was reasonable and fair; sworn to 1st April, 1843.

"Affidavit to a similar effect of William T. Neale and Nathaniel L. Rogers, of Salem, merchants; sworn to the 12th of July, 1841.

"These two documents are, in substance and effect, precisely similar to those previously transmitted by the owners, and forwarded by Mr. Everett at the time the amount of the indemnification was under consideration by Mr. Hillard and myself, and there is nothing of a new character or description in either of these documents."

The Undersigned thinks he can easily satisfy Lord Aberdeen, that it would be impossible for the Lords of the Treasury, from this part of Mr. Rothery's report, to form any idea of the nature of the evidence produced by the claimants relative to the rate of demurrage, or come to any equitable decision as to the merits of the question between them and the British Government on that subject.

In order to a clear understanding of the matter, it is necessary to bear in mind, (what is invidiously stated by Mr. Rothery, for another purpose, in a subsequent part of his report,) that, in addition to the original complaint of the owners of the "*Tigris*" and "*Seamew*," submitted by Mr. Stevenson to Lord Palmerston, in May 1841, there have been three sets of papers to substantiate their claims, which have passed through the hands of the Undersigned; the third being those which accompanied his note of 1st of October last, and to which Mr. Rothery's report under consideration refers.

Now, with this third set of papers, which consisted of documents obtained from Africa, the claimants, thinking that justice had not been done them on the item of demurrage, transmitted duplicates of two certificates of experienced merchants and ship-brokers on that subject, one of which (that of Messrs. Neal and Rogers) belonged to the first set of papers, and the other (that of Messrs. Brown and Frothingham) belonged to the second set. These two affidavits, of which Mr. Rothery speaks as being "in substance and effect precisely similar to those previously transmitted," and as containing nothing "of a new character or description," are in reality copies of two of the documents formerly transmitted, and now again sent by the owners with the third set of papers, for the purpose evidently of securing to that point the benefit of a reconsideration at the Treasury, which, from

the manner in which it is noticed in Mr. Rothery's report, it is impossible their Lordships should give it.

The Undersigned will now state distinctly the true history of the evidence as to the rate of demurrage which ought to be allowed.

The owners in their original estimate of loss, charged this item at 30 dollars per day for the "*Tigris*," and 40 dollars per day for the "*Seamew*," and supported the claim by an affidavit of Messrs. Neal and Rogers, respectable and experienced ship-owners and merchants of Salem, Massachusetts, which was in the following terms :

We the undersigned, W. H. Neal and Nathaniel L. Rogers, both of Salem, in the county of Essex, and State of Massachusetts, merchants, on oath depose and say, that we have been for a long time heretofore engaged in mercantile transactions; that we are well acquainted with the business of freighting vessels, and the prices which should be paid for the same, and for demurrage thereof; and we hereby declare it to be our opinion, that 30 dollars per day would be a fair and reasonable price for the demurrage of a vessel of 164 tons, the size of the "*Tigris*;" and in our opinion, 40 dollars per day would be a fair and reasonable price for the demurrage of a vessel of the size of the "*Seamew*," about 200 tons. The above including wages and provisions for crew for the time.

(Signed) W. H. NEAL.
N. L. ROGERS.

This affidavit was sworn to on the 12th July, 1841.

When this affidavit was brought forward in the first conferences with Mr. Hillard, Mr. Rothery objected to it, (as the Undersigned believes) as unsatisfactory for generality and looseness; and on this ground, but principally also on the ground that the British rate of demurrage was less, he refused to allow more than 21 dollars 78 cents. (4*l.* 10*s.*) for the "*Tigris*," and 25 dollars 41 cents. (5*l.* 5*s.*) for the "*Seamew*," per diem.

Of these two objections, the first alone was of any real validity, the rate of demurrage of English vessels having, of course, no connection with that of American vessels. To show that the first objection was unfounded, Messrs. Brookhouse and Hunt transmitted, with the second series of papers, three documents.

The first was an affidavit of Messrs. Brown and Frothingham, experienced merchants and ship-owners of Boston, to the following effect:—

United States of America.—Commonwealth of Massachusetts.—Suffolk.

Bolton, April 1, 1843.

The undersigned, Vernon Brown and N. H. Frothingham, on oath declare and say, that we are ship-brokers of Boston, in the said county, and have for many years been engaged in the said city of Boston, in letting, hiring, freighting, and chartering vessels, and were engaged in that business in the years 1840 and 1841. We are acquainted with the vessels called the "*Tigris*" and "*Seamew*," belonging to Robert Brookhouse and William Hunt, Esqrs., merchants, of Salem, and with the value thereof, and were acquainted with them in the years 1840 and 1841; and we believe that demurrage for vessels of their size and value and number of hands, in a voyage on the coast of Africa during those years, would be reasonable and fair, under the circumstances, at 30 dollars by the day, for the "*Tigris*" and 40 dollars by the day for the "*Seamew*;" and we judge this, and make this calculation, from our knowledge of the business of freighting and chartering vessels during those years, and the prices known by us to have been paid for demurrage of vessels of that character during the same period.

(Signed) VERNON BROWN.
N. F. FROTHINGHAM.

Lord Aberdeen will perceive, that this affidavit is made on actual knowledge of the two vessels in question; and that, if the testimony is not impeached, nothing can be more precise and satisfactory.

In addition, however, to this, the claimants presented with the second series of papers, a certificate of Mr. Charles Treadwell, a respectable merchant of Salem, to the same effect, which Lord Aberdeen will find printed in Class D. of Slave Trade Papers for 1843, page 81, and also a copy of an original charter-party for the barque "*Active*," actually made on the coast of Africa, dated 21st December, 1839,

and witnessed by George Maclean, Esq., Her Majesty's late Governor of Cape Coast Castle, which will be found in the same printed document, page 78.

The Undersigned can conceive nothing more satisfactory than this evidence, unless its credibility is impeached, which has not been attempted. It produced, however, no effect upon Mr. Rothery's mind, and he adhered to his original offer, principally (as far as the Undersigned can gather) on the ground, that this offer was reasonable and equitable, according to the rate of demurrage of English vessels at that time.

No attempt was made by the owners to produce any further testimony on this point; but in order to secure it a reconsideration, they forwarded (as the Undersigned has observed) with the third set of papers, duplicates of the two affidavits formerly transmitted. In the course, however, of the conferences with Mr. Maris, that gentleman produced to Mr. Rothery three original charter-parties, as stated in his (Mr. Maris's) report, fully showing the reasonableness of this part of the claim. These are dismissed by Mr. Rothery with this single remark, that "As these documents did not, in his opinion, establish that fact, he could not recommend any increase to the sums formerly allowed." Why he thought them insufficient, or what kind or degree of testimony would have satisfied him, he nowhere intimates. He rejects the affidavits of respectable American ship merchants who knew the captured vessels; but does not state on what ground their evidence is set aside. He does not consider actual charter-parties of vessels bound to England as sufficiently proving a rate of demurrage for vessels bound to Africa, where it would necessarily be higher; but, in like manner, gives no reason for this part of his decision, and, therefore, puts it out of the power of the Lords of the Treasury, to whom his report is addressed, to form any judgment of the soundness of his conclusions, and of the Undersigned to examine their accuracy. The Undersigned is led to doubt if Mr. Rothery had any reason for fixing the rate of demurrage at 4*l.* 10*s.* and 5*l.* 5*s.* respectively, except that such would have been a fair rate, at that time, for English vessels of the same class.

It will immediately occur to Lord Aberdeen, that the English rate of demurrage can furnish no fair standard for American ship-owners, against positive evidence as to what the American rate of demurrage actually was. Mr. Rothery, in another part of his report, shows himself quite sensible of the soundness of this principle, when its application tends to diminish the allowance to be made to the claimants. In reference to the price of barwood, he says, "Mr. Maris strongly contended, that the whole of the demand of 3,700 dollars (750*l.* sterling) should be allowed, and urged, that the owners had not charged enough, for that barwood was much higher in London and Liverpool than the owners had charged for it; and it was in vain for me to contend, that the *price at London or Liverpool had nothing to do with the subject, as the barwood in question was not to be delivered at either of those ports, but at Salem, in America.*

If Lord Aberdeen will advert to that part of Mr. Maris's report of the 24th of May which relates to this point, he will perceive, that he denies the accuracy and the fairness of Mr. Rothery's statement just quoted. But, admitting it to be correct, it is not surprising that Mr. Rothery's argument did not convince Mr. Maris. After insisting on regulating the rate of demurrage by that of English vessels, and limiting the rate of interest to four per cent., because the British Government is in the habit of paying no more (although the rate of legal and usual interest at Salem, Massachusetts, is six per cent., and the claimants were even paying that rate of interest to their London correspondent when these claims accrued) it could not be matter of surprise if Mr. Rothery urged on Mr. Maris, without success, that the American, and not the English price of barwood, should be the **standard by which** this part of the claim should be adjusted. Such a consideration, so urged, would only show, that Mr. Rothery proceeded on no general principle, but **set up the** English or the American standard of price or value, as either happened to be adverse to the claimant. Mr. Maris, however, denies, as already stated the accuracy of this portion of Mr. Rothery's report.

The Undersigned must here take a general exception to Mr. Rothery's report, as containing insinuations of an offensive character, and epithets which the Undersigned conceives to be quite objectionable, and wholly out of place in documents of this description.

The Undersigned will refer to the following passage in Mr. Rothery's report, as fully warranting this remark:

"I may here observe, that after I had stated to Mr. Everett and Mr. Hillard my objections to the sum charged for this and the other items in the accounts demanded, such observations were, in detail, transmitted to Messrs. Brookhouse and Hunt, who replied thereto in the second series of evidence and observations, officially transmitted by Mr. Everett to the Earl of Aberdeen, in his note dated 9th of May, 1843, replying *seriatim* to the objections I had previously made to Mr. Everett and Mr. Hillard; and I could not help then observing, that as these two vessels had been captured in the year 1840, and the owners had made their claim, and sent me voluminous statements and evidence in support thereof, that they ought not to have been permitted, in the year 1843, to have made out a different statement, and to bring forward evidence of a different character to what they had at first represented on oath; but so it was; for although neither the ports of Benguela or Loanda appeared in the evidence and papers first forwarded by the owners, your Lordships will find, that in the second series of evidence, transmitted by Mr. Everett to the Earl of Aberdeen, in his note of 9th of May, 1843, that it is there stated, for the first time, to have been the intention of the Master to have gone to Benguela, and now, by the third series of evidence, transmitted in Mr. Everett's note to the Earl of Aberdeen, dated the 1st of October last, the owners claim the market price of the goods at Loanda."

Mr. Rothery proceeds to quote, and comment upon, the evidence produced in support of this part of the claim at considerable length, and evidently with the design of raising the suspicion on the part of the Lords of the Treasury, that this second and third series of evidence had been successively got up to meet his objections to the enquiry.

The permission to adduce additional evidence (as Mr. Rothery calls it, expressing the opinion that it ought not to have been granted) was an act of fairness on the part of Her Majesty's Government, performed at the instance of the Undersigned, which it did not, he conceives, lie within Mr. Rothery's province to approve or condemn; and, unless some distinct defect can be pointed out in the pieces of evidence themselves, he cannot admit that their credibility is to be impeached by vague insinuations of this description. Mr. Rothery objects to the additional evidence in reference to the price of the flour, that it is "evidence of a different character from what they had at first represented on oath." To what he seems erroneously to have regarded as additional evidence in reference to demurrage, he objects, as has been seen, that it contains "nothing of a new description or character." The objection, of course, as one of principle, cannot be good in both cases;—the Undersigned thinks it good in neither. Cumulative evidence is good in proportion to the number of pieces of which it consists, though all of the same character—while in an investigation of this kind it is preposterous to raise a prejudice against really new evidence, it being the very object of prolonging the enquiry, to afford opportunity to obtain such evidence. It was the avowed object of the delay, which took place on the present occasion.

These insinuations, however, of Mr. Rothery are as gratuitous as they are unfair. The Undersigned need not say, that Ambriz, Loanda, Benguela are all places on the coast of Africa, comprehended within a few degrees of latitude of each other. Their relative position and distance may be compared to those of London, Hull, and Edinburgh. The "*Seamew*" had been sent with a cargo, consisting partly of flour, to be sold in a trading voyage on the coast of Africa. She had been captured off Ambriz by the "*Persian*," sent to St. Helena, and compelled to sell part of her flour there; and the owners claimed compensation for the loss incurred by this forced change of market. In one of the early documents presented in the case, this item of loss appeared to be alluded to as the difference of price between St. Helena and Ambriz. Mr. Rothery objected to it, on the ground of evidence in his possession, that this alleged difference did not exist between these two places. On this objection being reported to the owners, they admitted that there might have been an inadvertence in the statement, and that the difference claimed should have been between St Helena on the one side, and Loanda and Benguela on the other. But there is no foundation, in fact, for Mr. Rothery's intimation, that the third series of evidence varied in this respect from the second, or the second from the first. It appears, from his own citation, that both Loanda and Benguela were named in the second series; and all ground for impeaching any part of the additional evidence on the score of novelty disappears, when it is considered, that among the papers on board the "*Seamew*" at the time of her capture, and submitted as

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one of the first series of documents, was the original letter of instructions of the owners, by which her Captain was directed to proceed to the island of St. Thomas, and thence to the coast of Africa, to Benguela and Loanda, and there to make sales of his cargo according to the market; and that the nature of the voyage, as a trading voyage along the coast, distinctly appears in every part of the documents of the case, from the very first.

In fact, if candidly weighed, there is nothing in the expression alluded to, which furnishes any just foundation for Mr. Rothery's charge of a successive construction of evidence. The words of Captain Briant, the Commander of the "*Seamew*," are, "The flour, if he had been permitted to remain at Ambriz, would have sold for about 20 dollars per barrel." Ambriz was the place where the "*Seamew*" was captured, before she had time to proceed on her voyage down the coast. As soon as the facts are adverted to, that Captain Briant was, by his instructions, bound on a trading voyage down the coast, and that Loanda and Benguela are named as the places where he was to dispose of a part of his cargo, no excess of liberality is required to understand him as meaning, in the words quoted, not, that he should have sold his flour for 20 dollars at Ambriz, but that, if not captured at Ambriz, but allowed to pursue his voyage according to his instructions, he could have obtained that price.

The Undersigned repeats, that it was as apparent from the first as from the last document, that Loanda and Benguela, equally with Ambriz, were to be visited by the "*Seamew*." A fact which, if the Undersigned does not mistake the nature of the trade, might have been taken for granted, without any evidence.

In passing from this topic, on which the Undersigned has dwelt with pain; he feels it proper to state, that there are expressions in Mr. Maris's second report, which, though occasioned no doubt by that gentleman's views as to the character of Mr. Rothery's statements and mode of treating the claims, are not approved by the Undersigned.

The Undersigned, though he conceives himself able to make a sufficient answer to most of the other objections of Mr. Rothery, will confine himself to one other observation. In reference to a remark adverted to by Mr. Maris, as having been made by the Undersigned, namely, that he had no power, positively, to compromise the claim, by accepting less than the whole amount demanded, and that, therefore, Mr. Maris himself could have no such power Mr. Rothery, says, that he told Mr. Maris, that such being the case, "it was not the least use our continuing to entertain the subject, for that it was monstrous to contend, that because these American owners had claimed a certain amount, that therefore they were to be their own judges as to that amount being proper to be paid by the British Government;" Mr. Rothery being well aware, that although the Undersigned had no power actually to compromise the claim, he had intimated to Lord Aberdeen his belief, that his Government would accept, on behalf of the owners, any sum which Mr. Maris and Mr. Rothery might unite in recommending. The Undersigned can look upon this consequence which Mr. Rothery draws (and pronounces to be "monstrous") from his remark alluded to, only as a perversion of its spirit and meaning. The Undersigned is very far from holding that these owners are to be their own judges, and that whatever they may think fit to demand, is proper to be paid. He admits, that they are entitled to nothing to which they cannot establish a claim by unimpeached evidence. He has urged upon them, in his private correspondence, and upon his Government in his Despatches, that moderation must be used in estimating consequential damages; and that nothing more should be expected from the British Government, than could probably have been obtained from Congress, did the claim exist against the United States. Mr. Rothery, however, does not appear to feel, that Mr. Maris, as the representative of the owners, has no greater inducement, and is not more likely, to make an unreasonable demand than Mr. Rothery himself to resist a reasonable one. From the manner in which Mr. Rothery reports upon the evidence, the Undersigned conceives that no possibility exists of an examination, either by the Treasury or by Lord Aberdeen, of the accuracy of his decisions. So that, in fact, the entire remedy, which the owners as a matter of property, and the United States as a matter of national right and honour, can hope for in this or other causes of the kind, resides in Mr. Rothery's discretion. Whether this state of things be not quite as objectionable, as that the entire demand of the claimants should, as a matter of course, be paid, the Undersigned needs hardly say.

But even if this were otherwise, and if Mr. Rothery had presented the subject to the Lords of the Treasury in such a form as that their Lordships could really come to an intelligent decision on the several items of the claims, the Undersigned is quite sure, that Lord Aberdeen's candour will admit, that neither the Treasury nor any other Department of Her Majesty's Government is any more entitled to be considered an impartial tribunal in a case of this kind, than the Government of the United States acting for the claimants.

From the foregoing observations, which the Undersigned has felt himself obliged to make on Mr. Rothery's report, Lord Aberdeen will anticipate, that it is wholly out of his power to acquiesce in its conclusion, that no farther allowance ought to be made to the claimants, than that which was proposed in Mr. Rothery's report of July 1843. The Undersigned would have recommended to his Government, to accept the sums stated in Mr. Maris's report to have been agreed to by him and Mr. Rothery, reserving the rate of interest and the equitable compensation for the losses on the coffee, to be settled between the two Governments. There are many considerations, which may induce Lord Aberdeen, notwithstanding Mr. Rothery's adverse opinion, to advise the Lords of the Treasury to sanction that agreement. The sums, as stated by Mr. Maris, are considerably short of the claims, and were agreed to by him only as terms of compromise. The claimants, if now paid, will have suffered a five years' loss of capital, of which even legal interest is to active merchants but a partial reimbursement. From the compensation they may receive, a considerable deduction must be made for the expenses of the investigation. Lastly, it should be borne in mind, and the gravity of this circumstance will not escape Lord Aberdeen's consideration, that the indemnification made to these individuals, is the only satisfaction which the Government of the United States desires, or can receive for the capture of two vessels rightfully sailing under its flag, and engaged in a lawful trade.

The Undersigned, &c.

(Signed)

EDWARD EVERETT.

The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.

Enclosure 1 in No. 51.

*First Report of Mr. Maris of conferences with Mr. Rothery relative to the
"Tigris" and "Seamew."*

SIR,

London, February 24, 1845.

IN conformity with your esteemed communication dated 21st October, 1844, appointing me to succeed Mr. Hillard, (who was prevented giving his further valuable attention to the subject, by removal from town), I lost no time in conferring with Mr. Rothery, the gentleman deputed by the British Government to examine into the claims of Messrs. Brookhouse and Hunt, of Salem, for losses sustained by them, arising from the acknowledged illegal detention of their vessels "*Tigris*" and "*Seamew*," upon the coast of Africa, the result of which, after several interviews with that gentleman, I now beg to hand your Excellency, in the accompanying report.

I had hoped to have waited upon you with this before now, and regret that so long a period of delay has been added to the injuries inflicted upon the claimants. As I from time to time informed your Excellency of the unavoidable causes of delay (absence from town of Viscount Canning, &c.) that have arisen during the negotiation the last three months, I shall not further allude to them here.

I beg to acquaint your Excellency, that Mr. Rothery informed me, he was directed by Lord Aberdeen to entertain only the items, upon which further evidence was produced, namely, per "*Seamew*," items 1 and 7, "demurrage," and "loss on cargo" sold at St. Helena, respectively; and per "*Tigris*," items 1 and 6, relating to "demurrage" and "loss on barwood," respectively. The certificates to establish the rate of demurrage, Mr. Rothery looked upon as being a repetition of those furnished in the first instance, and, although we reviewed various other items forming the claim, he considers that all others, except those above-mentioned, had been fully agreed by Mr. Hillard and himself in previous negotiations. To remove this impression, I pointed Mr. Rothery's attention to the position in which the

former gentleman stood, and my own at the present time, namely, neither of us having authority to definitively agree for, or accept of any amount, less than that of the entire claim, which your Excellency so distinctly mentions under date of 21st October, 1844, as having been intimated to Lord Aberdeen; in addition to which, Messrs. Brookhouse and Hunt, in their letter to your Excellency, dated August 15th, 1844, (shown by me to Mr. Rothery,) say, "We wish to have all the items of our claim reviewed, and particularly that of demurrage on both vessels, &c.," and further, on the 15th October, 1844, say, "We shall not consent to receive the sum proposed by Mr. Rothery; and we do not wish to receive any sum as compromise, until the same has been transmitted to us for consideration, &c."

I happened to be in possession of, not only very strong, but what I deemed conclusive evidence, in support of the claims for "demurrage" and loss upon "barwood," in addition to that forwarded by Messrs. Brookhouse and Hunt; and as regards that for the latter, proof of the estimated value charged by them in the first instance, being considerably under what the market in the United States would have warranted them to demand.

It would be enlarging the report without any corresponding advantage attaching, by minutely stating the *pro* and *con* arguments that have been advanced in support of, and urged against (though I object to many of the principles adopted for the latter) the several items constituting the claims. I must however confess, that in my humble opinion, there appeared to me to be determined objections raised to a portion of the documentary evidence produced, which was not received with the weight that I consider it justly and fairly entitled to.

I view with much regret, the great and apparently unnecessary delay, in rendering indemnity (for what is notoriously and acknowledged to be an unwarrantable damage inflicted upon the claimants,) as vexatious, and an additional injury. Looking to all the peculiar circumstances of the case, it would, I think, have been but fair to repair the loss with promptitude; as it was not reasonable to expect that the claimants could be prepared with evidence (which the British Government called for, and have, after an immense but unavoidable lapse of time, been furnished with) beyond that of the facts at first given, upon which only a statement of claims could be and was furnished.

In submitting to your Excellency the annexed report, I must preface it by stating, that from my own personal knowledge of Messrs. Brookhouse and Hunt, and their well known character for honour, both in feeling and as merchants of the first standing, I am quite convinced they would not make a claim which they conscientiously did not deem a fair and just one. I therefore consider them fully entitled to the amounts set forth in the original statement, which are, I feel assured, charged fairly and without colouring. It will be for them now to consider, whether they are disposed to submit to a loss for the purpose of settlement by adopting the sums stated, as proposed by Mr. Rothery, whose talent and untiring energy is almost too much to be encountered by any one, but such as have had the benefit of his long and extensive experience in such matters.

It appears to me, the following items are entitled to consideration, but were not entertained by Mr. Rothery, no specific claim having been made, namely,

First—Loss stated by Messrs. Brookhouse and Hunt, under date of 15th August, 1844, addressed to your Excellency. "We would also state, that we have received but a part of the debt due from De Castro's estate, the balance now due being 3,072 dollars 39 cents; the amount we have received on account of that debt has been, in coffee at 10 cents per pound, in which we have actually lost about 4 cents per pound, it having been sold at 6½ cents per pound, six months' credit. The balance of the debt, if eventually received, is payable in coffee at 10 cents, which will result in a loss of 40 per cent. on the whole amount, without taking into calculation the interest for a period of three to four years."

The above debt, it will be found, by the original evidence, was to have been collected by Captain Frye, of the "*Tigris*," at St. Thomas, on his return from Ambriz, &c.; but, owing to the vessel being seized and sent to Salem, it was many months before Captain Frye could reach there to receive the coffee, as originally intended; and, when he did, he found De Castro had died, and left his affairs in an unsettled state, and such as to prevent a collection of the debt. Messrs. Brookhouse and Hunt, in their letter of April 29, 1842, offered for 10 per cent. to guarantee this debt, and an allowance for charges and commissions of 10 per cent. to be paid to the British Government. As the latter did not accept this proposition, no

question can be raised against indemnity for the full extent of loss which might hereafter be ascertained. Secondly, namely,

Demand which I consider Messrs. Brookhouse and Hunt are entitled to make, for the loss of the use of capital beyond the legal rate of 6 per cent. common interest; say, a fair annual mercantile profit for the period they have been deprived of the amount of their claim.

As the ultimate loss of the first of the above items is involved in uncertainty, and the second one subject to a difference of opinion as to the rate of profit, I venture to suggest the payment of a round sum of money in liquidation of both.

Although I find no claim made by Messrs. Brookhouse and Hunt on behalf of Captain Frye; upon careful perusal of the evidence relating to the treatment experienced, and annoyances to which he was subjected, I consider him fully entitled to some mark of acknowledgment and remuneration, similar to that offered by the British Government to Captain Bryant of the "*Seamew*."

It is worthy of remark, that the evidence called for in support of the original claim, has been furnished in the most ample and conclusive form. This having been demanded by the British Government, I cannot but think that justice will be accorded, and an allowance made, as above suggested, for loss of the use of capital during the long period of abeyance, as necessarily much anxiety and waste of time and attention has been entailed upon Messrs. Brookhouse and Hunt.

Referring your Excellency to the enclosed remarks upon the several items, and a statement of the amounts claimed in dollars, with those offered in liquidation, showing the sums deducted,

E. Everett, Esq.
&c. &c.

I have, &c.
(Signed) ANDREW MARIS.

"*Tigris*" and "*Seamew*," Items 1.—Demurrage.

Mr. Rothery objects to "the rate per day," on the same ground as stated to Mr. Hillard (with whom he considered he had finally arranged this claim, both as to terms and period,) namely, taking the value of English vessels as that of American, entirely setting aside the certificates given by Messrs. Neal and Rogers, of Salem, as to what would be a fair and reasonable charge. These gentlemen, from my own immediate knowledge, are merchants of high standing, thoroughly acquainted with the value of vessels at the time, and quite incapable of certifying to other than facts, and what they would conscientiously deem fair and just; and I think, the claim of 30 dollars and 40 dollars per day for the respective vessels, should have been allowed without objection on the part of the British Government. In support of this opinion, I exhibited to Mr. Rothery several charter-parties of vessels, both under the English and American flags, on which the rates of demurrage charged from Boston, Philadelphia, and New York, to London, were fully equal to those claimed by Messrs. Brookhouse and Hunt, taking into consideration the well known difference of employment.

"*Seamew*."

There is a reduction of 10 days made by Mr. Rothery, from the number upon which demurrage is claimed, merely because he asserts that Captain Bryant could have left St. Helena earlier than he did; this idea is quite unsupported by evidence that greater dispatch could have been used.

"*Tigris*."

Mr. Rothery has deducted 60 days, for the passage to Salem, from the 84 days upon which demurrage is claimed; he contends, that the vessel at the time of seizure was bound home, (though the affidavits of the Captain show to the contrary,) and therefore the claimant's interest was not injured by her being taken there. Messrs. Brookhouse and Hunt claim for the period of possession illegally held, namely, 84 days, which they were entitled to do, as clearly explained by Mr. Perkins in his letter of 29th March, 1843, he contending, that in a legal point of view they were entitled to have the vessel returned to the place of seizure, in which case 144 days demurrage would have to be allowed. In Messrs. Brookhouse and Hunt's letter of the 31st of March, 1843, they contend for payment of 84 days, the whole time they were deprived of the control of vessel.

“The *Tigris*,” Item 3; and “*Seamew*,” Item 6.—Insurance.

This charge Mr. Rothery has entirely rejected from the beginning, and refused to discuss the merits of the question with me; upon two grounds—first, “because none had been effected;” and secondly, assuming on behalf of the British Government the liability of underwriters. It is almost unnecessary to observe, that both these positions cannot be retained. To contradict the first, there is ample and conclusive evidence in this city, founded upon custom (of daily occurrence) showing that the owners of a ship and cargo, when they are their own underwriters, and assume the risk of a voyage, are entitled to receive the premium which would be payable to an insurance company. The principle upon which Messrs. Brookhouse and Hunt made the claim, is undoubtedly correct, fully justified, and can be borne out by proof obtainable upon the spot. Such being the case, the claim should, in fairness, be allowed; particularly, as in calculating the charges which have been deducted from the several amounts of claim, this item was included.

I object to the second ground taken by Mr. Rothery, namely, acknowledging the British Government as underwriters, this position not having been assumed until after the risk had ceased.

If the British Government, however, were the underwriters, as contended for and acknowledged by Mr. Rothery, the whole matter assumes a very simple form; as the mere fact (of which there is ample and indisputable proof) that the vessels and cargoes were seized by a foreign Power, and taken out of the possession of their owners or agents, entitled the claimants to receive the total amount of insurance from the underwriters, (immediately upon that fact alone being substantiated,) who are liable, as stated in all policies for “dangers of the seas, men-of-war, fire, enemies, pirates, rovers, thieves, jettisons, letters of mart and counter-mart, surprisals, takings at sea, arrests, restraints, and detainments of all kings, princes, &c., The British Government being the insurers, were bound, and ought to have paid Messrs. Brookhouse and Hunt, the value of the vessels and cargoes, namely, 40,109 dollars 46 for the “*Seamew*,” and 39,336 dollars 57 for the “*Tigris*” at once. Such a course (which in the position claimed by the British Government was the only one left open to pursue) would have saved the claimants from all loss, great trouble, vexation, anxiety, and the delay that has arisen. The seizers would have had to realize the most they could from the vessels and cargoes; and it must be too apparent under such circumstances, that a very great deficiency must have resulted, amounting at least to the sum of 50,000 dollars. With such facts exhibited, if Messrs. Brookhouse and Hunt release the British Government from the liability of underwriters, they are entitled to receive the premiums of insurance charged which were earned prior to the objection raised by Mr. Rothery, or the equivalent must be added to the sums proposed to be allowed, the charge of insurance having been considered and included in the deductions made from the original amounts claimed.

“*Seamew*,” Item 2.—Damage to ship and sails.

A difference of opinion existing as to the actual damage done, I recommend the amount offered in addition to that at first tendered to be accepted, namely, 52*l.* 6*s.* 8*d.*, making a total of 157*l.*

Item 3.—Damaged coffee destroyed, as directed by the Surveyors at St. Helena.

Only 200*l.* was at first tendered by Mr. Rothery, who has added 100*l.*, making a total amount of 300*l.*, which is still considerably short of the original sum claimed, from which I consider but a trifling, if any deduction, should be made.

Item 4.—Damage to coffee mill.

This is too paltry an amount to discuss, but exhibits the principle of allowing part of a claim only, without assigning any reason why a reduction from the original claim should be made.

Item 5.—Interest at 6 per cent. for 125 days.

Allowed only on 115 days, and at 4 per cent.

Item 7.—Loss on cargo sold at St. Helena intended for other markets.

Only 100*l.* allowed at first, but increased to 800*l.* upon the evidence furnished at the request of the British Government; the same being indisputable, and

confirmatory of the original claim having been fairly stated. Although a large amount has been deducted for charges, &c. (presumed, and including insurance not allowed the claimants,) I recommend the total sum now tendered, of 800*l.*, to be accepted, with interest, as in all cases, to date of payment.

Items 8, 9, and 10.—Interest at 6 per cent.

Only 4 per cent., offered; must be 6 per cent. as claimed.

Item 11. Salary and expenses of Mr. Schultz and Mr. French.

Why the amount first claimed was not readily allowed, I cannot conceive, as it was so exceedingly moderate for two mercantile clerks, taking into view the nature of climate, and length of time (four months) charged for. The sum of 60*l.*, first tendered, was not more than equal to the wages of a common porter in London! Mr. Rothery agrees to allow 60*l.* additional.

Items 12 and 13.—Expenses.

A trifling discrepancy appears between the amounts claimed and those allowed, which I presume to be an error in calculating dollars for pounds sterling.

Item 14.—Interest.

See general remarks as to rate.

'*Tigris*,' Item 2.—Interest claimed at 6 per cent. for 84 days, being the period of possession.

Only 24 days allowed by Mr. Rothery, who deducts 60 days for passage of vessel home, upon the same footing as demurrage. Mr. Rothery allows interest only upon the value of the outward cargo which was returned, and at the rate of 4 per cent. instead of 6 per cent.

Item. 4.—Interest upon coffee left at St. Thomas, at 6 per cent. per annum.

This was only allowed in part, and at 4 per cent., by Mr. Rothery, he asserting that the coffee might have been sent home earlier, which, however, could not be done, as Messrs. Brookhouse and Hunt, in their letter of 31st March, 1843, fully explain. This claim, however, is left open, a subsequent one having arisen from the non-receipt of the whole of the coffee, as per statement handed by Messrs. Brookhouse and Hunt, April 29th, 1842.

Item 5.—Freight on coffee.

Amount as claimed allowed in full; but the primage, I notice, was omitted to charged.

Item 6.—Loss on barwood contract.

This claim Mr. Rothery has allowed, after deducting an amount for charges, insurance, &c. (which I consider Messrs. Brookhouse and Hunt had already allowed for, and taken off the market value,) by adding 550*l.* to the original sum tendered of 150*l.*; making the sum allowed 700*l.*

Messrs. Brookhouse and Hunt assessed the value of the above article in the United States at 50 dollars per ton only, at a period when I can satisfactorily show that it was at least 60 to 70 dollars, (thus proving the opinion maintained of their statements of loss being fair, and made upon the most liberal terms.) It happens, that the firm of which I am a member received orders from several correspondents in the United States, during 1840 and 1841, at prices to buy this article (barwood) that would cost much above the rate of 50 dollars, exclusive of freight, insurance, and the profit which an importer into that country would of course calculate upon, when ordering goods from this side; and I can only assert, that had Messrs. Brookhouse and Hunt charged even 70 dollars per ton as the market price, that I am in possession of evidence which would confirm their right to do so. They were, however, I have no doubt, actuated by honourable feelings, and a disposition to meet the case, when naming 50 dollars, which they must have esteemed as the nett price, after allowing for all charges and possible decline.

I exhibited to Mr. Rothery letters, &c. addressed to my firm, proving the foregoing statement, the correctness of which he could not but acknowledge.

Item 7.—Loss by non-delivery of cargo sold at Ambriz for specie.

Item 8.—Damage to goods returned to Salem.

Indemnity for these two items, Mr. Rothery offers 50*l.* in addition to 650*l.* at

first tendered, still leaving a heavy reduction for charges, insurance, &c. from the original amount claimed, that ought not to have been insisted upon, as it must be borne in view, that the loss under these items was incurred through the vexatious refusals of the captors to allow Captain Frye to land the goods sold for specie.

Items 9 and 10.—Expenses allowed in full.

Item 11.—Interest at 6 per cent. to date of payment.

Although it was urged by Mr. Rothery with great perseverance, that the British Government never allow over 4 per cent., (therefore he could only admit of such a rate being charged,) I cannot suppose for one moment that 6 per cent., as claimed, will be refused, which is the legal rate in the State of Massachusetts, and that established by merchants and bankers for keeping current accounts in Salem, Boston, &c. Even the rate claimed is not an indemnity, as money in the market there has ranged at a value much above 6 per cent. since the date of the seizures. Messrs. Brookhouse and Hunt distinctly state, they were paying Messrs. Fletcher, Alexander, and Co., of London, 6 per cent., (although the rates of interest are invariably lower here than in America,) in their letter dated 31 March, 1843.

The legal rate of interest in the State of Massachusetts is 6 per cent., and the lowest in the United States; that of New York being 7 per cent., and other States, I know, as high as 10 per cent.; and I believe in some a much higher rate exists.

Beyond doubt the rate of 6 per cent. is justly due, and should be insisted upon.

The following claims have been made by Messrs. Brookhouse and Hunt, on behalf of others, namely,

“*Seamew.*”

Item 1.—Interest on 1,000 dollars, property detained belonging to J. H. Hanson, 125 days at 6 per cent.—20 dollars.

Allowed for 115 days, but at 4 per cent. only—2*l.* 13*s.* 2*d.*

Item 2.—Interest on 600 dollars, property detained belonging to R. Brookhouse Jun., 125 days at 6 per cent.—12 dollars.

Allowed for 115 days, but at 4 per cent. only—1*l.* 12*s.*

Item 3.—Joze de Freitas, 687 dollars; interest as above, 13 dollars 74 cents. claimed.

Allowed, only 1*l.* 17*s.*

Item 4.—Capt. James Briant. Damages for personal restraint, 1,000 dollars claimed.

Mr. Rothery agrees to 100 guineas—say 105*l.*

I regret that such a sum as 10*l.* was ever offered for his acceptance, (which was the first sum tendered,) which, I must say, had very much the appearance of adding to the insults endured by Captain Bryant during the period of his vessel's detention. Mr. Rothery having reconsidered this item, and fairly met the claim, I recommend that 105*l.* be accepted, though only half the original claim.

“*Tigris.*” J. H. Hanson's claim.

Items 1 and 2.—Interest, 84 days, on 1,431 dollars 12 cents., at 6 per cent.	31	20
Item 3.—Loss on cargo returned	74	57

105 77

The sum being small, and justly due, the whole should be allowed.

Enclosure 2 in No. 51.

"TIGRIS."

CLASS D.

Item.	Particulars of Claims.	1st. Amount claimed by B. and H.		2nd. Total Amount offered by Mr. R.		3rd. Amount of reduction from that claimed,		Proposed by Mr. Rothery to be Allowed.	4th. To Mr. Hillard.		5th. Additional to A. Maris.		6th. Total Amount offered.				
		D.	C.	D.	C.	D.	C.		D.	C.	£	s.	d.	£	s.	d.	
1	Demurrage, 84 days at 30 dollars per day, period of possession	2520	0	619	20	1980	80	Deducting for passage of vessel from the Coast of Africa to Salem, 60 days	108	0	0	21	0	0	129	0	0
	Interest upon cargo, value 34,336 dollars 57 cents, 84 days at 6 per cent.	480	77	91	0	389	77	To allow on 24 days, at £4 10 0	..	..	..	..	..	..	..	..	..
	Ditto	786	73	Nil.		786	73	Ditto	18	19	2	..	..	..	18	19	2
3	Insurance on vessel and cargo	..	..	..	..	..	..	Allowed on returned cargo, 6605 dollars 54 cents 24 days at 4 per cent.	..	..	..	..	..	..	..	..	..
4	Interest on 5070 dollars 40 cents worth of coffee left at St. Thomas, from 7th October, 1840, to 7th July, 1841, at 6 per cent.	228	16	96	0	132	16	Not allowed	20	0	0	..	..	..	20	0	0
5	Freight on coffee left at St. Thomas	507	4	507	4	Nil.		Allowed in part only, at 4 per cent.	105	12	8	..	..	..	105	12	8
6	Loss of profit on 100 tons barwood, at 3700 dollars]	3700	0	3360	0	340	0	Allowed in full	150	0	0	..	..	..	150	0	0
7	Loss by non-delivery of cargo sold at Ambriz	2670	18}	3360	0	453	46	Allowed upon production of further evidence	650	0	0	..	..	..	650	0	0
8	Damage on goods returned to Salem	1143	28}	..	..	..	..	(Allowed in addition)	..	..	..	..	..	..	..	..	..
9	Expenses of survey at Salem	30	0	30	0	Nil.		Allowed in full	6	5	0}	..	..	..	6	5	0}
10	Expenses proving claim, &c.	150	0	150	0	Nil.		Allowed in full	31	5	0}	..	..	..	31	5	0}
11	Interest to date of payment	12216	16	8213	24	4002	92	Left open	1090	1	10	621	0	0	1711	1	10
	

MEMORANDUM.—See remark to "Seaman's" Statement.

Enclosure 3 in No. 51.

"SEAMEW."

Item.	Particulars of Claim.	1st. Amount claimed by B. and H.		2nd.* Total Amount offered by Mr. R.		3rd. Amount of reduction from that claimed.		Proposed by Mr. Rothery to be allowed.	4th. To Mr. Hilliard.		5th. Additional to A. Maris.		6th.* Total amount offered.					
		P.	C.	P.	C.	P.	C.		£	s.	d.	£	s.	d.	£	s.	d.	
1	Demurrage 125 days at 40 dollars per day	5000	0	3876	0	1124	0	Allowed 115 days only at 5% per day	575	0	0	232	10	0	807	10	0	
2	Damage to ship, sails, &c.	1000	0	753	60	246	40	Allowed extra upon evidence produced	104	13	4	52	6	8	157	0	0	
3	Damaged coffee condemned as per survey, and destroyed, 14,000 lbs. at 11½ cents.	1680	0	1440	0	240	0	Allowed extra	200	0	0	..	..	..	..	..	..
4	Damage to coffee mill	50	0	25	0	25	0	Allowed extra after deducting an amount for presumed charges, &c.	..	5	4	2	100	0	0	300	0	0
5	Interest on cargo taken and detained, value 33687 dollars, 4 months at 6 per cent.	673	74	432	0	241	74	Allowed half the claim	90	0	0	..	..	..	5	4	2
6	Insurance on vessel and cargo, 4 months on 40,109 dollars 46 cents, at 2½ per cent.	1002	72	Nil.		1002	72	Allowed 115 days at 4 per cent.	..	..	..	..	..	..	..	..	..
7	Loss on cargo sold at St. Helena intended for other markets, but rendered too late by detention	4341	50	3840	0	501	50	Not allowed	100	0	0	..	..	..	..	..	..
8	Interest upon goods left at Ambriz 125 days, at 6 per cent.	147	36	96	0	51	36	Allowed upon further evidence produced	..	..	..	700	0	0	800	0	0
9	Interest upon 1300 dollars left at Loando 4 months at 6 per cent.	26	0	19	20	6	80	Allowed at 4 per cent. on 115 days only	20	0	0	..	..	..	20	0	0
10	Interest upon 1000 dollars left at St. Thomas, and not yet collected, eight months at 6 per cent.	40	0	38	40	1	60	Allowed at 4 per cent. only	4	0	0	..	..	..	4	0	0
11	Wages and expenses paid for Mr. C. F. Schultz at Ambriz, and Mr. French at Loango	800	0	576	0	224	0	Allowed	8	0	0	..	..	..	8	0	0
12	Expenses of survey, &c. at St. Helena	396	35	360	0	36	35	Allowed additional	60	0	0	60	0	0	120	0	0	
13	Expenses of affidavit, &c.	175	0	168	0	7	0	Allowed	75	0	0	..	..	..	75	0	0
14	Interest to date of payment, at 6 per cent.	15332	67	11624	20	3708	47	Allowed	35	0	0	..	..	..	35	0	0
		..	..	..	..	..	..	Left open	1276	17	6	1144	16	8	2421	14	2
		15332	67	11624	20	3708	47		..	..	..	..	..	..	..	..	..
		..	..	..	..	..	..		1276	17	6	1144	16	8	2421	14	2

MEMORANDUM.—First column shows the amount claimed by Messrs. Brookhouse and Hunt; the 4th, that offered by Mr. Rothery through Mr. Hilliard; and the 5th, the further sum offered by Rothery through A. Maris, both of which are added together as exhibited in the 6th column, and the total reduced into American currency in the 2nd column; the 3rd column showing the amount disallowed after deducting the sums tendered by Mr. Rothery through Mr. Hilliard and A. Maris.

Enclosure 4 in No. 51.

Second Report of Mr. Maris of conferences with Mr. Rothery relative to the "Tigris" and "Seamew."

SIR,

London, May 26, 1845.

I BEG herewith to return the copy of Mr. Rothery's report to Her Majesty's Lords Commissioners of the Treasury upon the additional evidence in support of the claims of Messrs. Brookhouse and Hunt, of Salem, United States, for loss arising out of the illegal seizure of their vessels "*Seamew*" and "*Tigris*." I was induced to suppose this matter would not require further attention on my part, but regret that the spirit of Mr. Rothery's statement is so at variance with the agreement, and what passed in conference, between himself, that I have again to trouble you with the following remarks, in confirmation of my previous ones under date of 24th February.

Unless some material error has been made in the drawing up of Mr. Rothery's report, I feel bound, and have great cause, to complain of my time having been engaged and most wantonly trifled with, apparently for no other purpose than that of founding an unfairly coloured statement upon; or, if the report now returned is confirmed, it proves the correctness of my impression as previously stated, namely, that at the interviews held with that gentleman, he appeared to urge groundless opposition to the items of claim quite at variance with the avowed anxiety of the British Government to have these matters amicably and fairly arranged, in good faith of which, and a wish that such should be effected, I waived portions of the items that otherwise I should not have felt justified in doing.

I have again most carefully reviewed the entire matter of claims, and my conferences with Mr. Rothery, so attentively, that I am prepared to verify what I have previously and now again report. I can, however, but remark, that at present I see no approach to a settlement, and, although most willing to afford my further humble services to the subject, I must decline doing so, except upon some other footing than that hitherto adopted, and I take the liberty of suggesting to your Excellency the necessity of an examination of the matter before some Government officer, for the purpose of finally arranging the indemnity due, which there appears no possibility of effecting at present, unless the claimants' interest is sacrificed by the acceptance of such an instalment as no honourable person could or ought under any circumstances submit to; nor is it, I venture to assert, justice on the part of the Government to require or ask for a compromise upon the terms proposed by Mr. Rothery.

Mr. Rothery, in his report, after enumerating the additional evidence received in support of the claim of demurrage, purchase of coffee and barwood at St. Thomas, sale of goods at Ambriz, and certificate of prices of goods at Ambriz, (should be Loanda,) states, that he had agreed with Mr. Hillard that 1206*l.* 19*s.* 3*d.* was the proper sum to be granted as compensation in the case of the "*Tigris*," and 1452*l.* 19*s.* in that of the "*Seamew*;" and that these amounts were refused to be received on behalf of the United States Government or owners, neither your Excellency or Mr. Hillard having been authorized to accept less than the entire amount of the claim. He then refers to the directions of Lord Canning, that he should communicate with me, and continues, "with the view of coming if possible to an understanding as to the amount of compensation, in all particulars, which we might jointly recommend to Her Majesty's Government to pay on the one hand, and to the United States Government to accept on the other." He then proceeds to observe, "that, although neither Mr. Maris nor the United States Envoy himself were authorized to accept definitively any sum short of the total amount claimed in these cases, yet Her Majesty's Government did not doubt, that Mr. Everett would recommend to his Government to abide by the recommendation of Mr. Maris, that these long-pending cases might then be finally and amicably settled; but if there should be any items of these claims on which Mr. Maris and myself were unable to agree, Lord Aberdeen wished that I should be instructed to report; first, the several points on which we have agreed; and, second, those on which we have been unable to do so, and my reasons for differing in opinion from Mr. Maris."

These, which I consider to be very explicit directions, are extracted from Mr. Rothery's report, and distinctly show, that Lord Aberdeen intended the entire claim was to be reviewed by us, and in the event of our not agreeing, Mr. Rothery

was "to state his reasons for differing in opinion," which he does, by merely asserting that he does not consider the claimants entitled to any indemnity beyond that at first tendered. Mr. Rothery proceeds, by stating that I was not disposed to consider that our duties were to be confined to the further evidence upon specific items, but that all items were to be reconsidered. So far he is correct, as I think my opinion is confirmed by the directions of Lord Aberdeen, as reported by Mr. Rothery, and your own and the claimants' views.

Mr. Rothery then states, that he proposed we should first discuss the new evidence, and endeavour to come to some understanding as to whether there were any additional facts proved, sufficient to warrant him in making any alteration in the items therein mentioned; that he would then hear all I had to say with regard to the other items; and again repeats, that he considered the amount of indemnity had been settled and agreed to between Mr. Hillard and himself. It really appears trifling to make this re-assertion, as he must be aware, that the position of Mr. Hillard rendered an agreement impossible, or, if he originally was in doubt, subsequent information upon the point must have convinced him of his error.

The first claim remarked upon is, for loss of profit upon barwood; namely, 100 tons at 37 dollars per ton, amounting to 3700 dollars or 750*l.* about, (should be about 770*l.*) Mr. Rothery offered to allow, through Mr. Hillard, only 150*l.*, as he required evidence beyond the Captain's affidavit of purchase, which has been furnished by the attested certificate of the seller of the wood, Ernesto Mathias Lippels; but he now states, that this cannot be considered as legally establishing the claim. He then goes into a number of theoretical views and presumed positions, founded upon what might or might not have happened, which I see no necessity of answering, as the occurrences though possible were not probable, and had no other existence but in Mr. Rothery's own mind. I must, however, state, that they were all urged by him in discussion, as grounds upon which reductions ought to be made, and that all contingencies were allowed for before adopting the additional sum of 550*l.*, tendered by him and agreed by me to be recommended for acceptance. Mr. Rothery again asserts his doubts of the vessel's capability to carry the 100 tons barwood, even if she had returned to St. Thomas for it. I beg to state, that he acknowledged upon our joint calculation, that she was capable of carrying that, and even a larger cargo.

In reference to the certificate of sale of 100 tons barwood, by Ernesto Lippels to Captain Frye, Mr. Rothery says, "I entreat your Lordships to peruse the evidence which is now produced on this point. It is, as I have just observed, nothing more than a mere certificate, and is not supported by any other testimony whatever." He certainly must have entirely lost sight of Captain Frye's affidavit of purchase, and Messrs. Brookhouse and Hunt's original letter of instructions, (found at the time of seizure on board, and taken possession of by the captors,) ordering the Captain to purchase the article. What evidence more conclusive can in fairness be required?

To show how inapplicable and contradictory the theoretical arguments and acquired positions of Mr. Rothery are to the question, I would allude to his first asserting that there was no evidence as to how the barwood was to be paid for; (although I don't at all see what the Government has to do with Messrs. Brookhouse and Hunt's pecuniary arrangements; but must beg to remind Mr. Rothery, that the Captain had to receive over 6000 dollars in specie for goods sold, and on the point of being landed at Ambriz when the vessel was seized; the disposal of the cargo making room in the vessel for the barwood, had she been allowed to return for it;) on the other hand, enquiries, why the Captain of the "*Tigris*" did not order the wood to be shipped to Salem by some other vessel! If the wood could not be obtained by Captain Frye, because, as Mr. Rothery infers, it had not been paid for, how could he order it to be shipped by another conveyance? I only refer to these two and contradictory positions, not as an argument affecting the matter one way or the other, but to exhibit the weakness of Mr. Rothery's objections, and to show, that upon invented positions the negotiation can never be fairly or justly terminated,

Mr. Rothery re-asserts, that the American Master ought to have told the captors, particularly when he found that he was going to be sent to Salem, that there were 100 tons of barwood at St. Thomas; in which case the prize master would, no doubt, have allowed him to take it on board! Mr. Rothery made the same remark to me; and I am surprised to find he repeats it, as he cannot have forgotten the fact, that Captain Frye asked permission to land the goods sold at

Ambriz, and receive the specie in payment, which was refused by the captors. Is it, therefore, reasonable or fair to imply, that if he had asked to go to St. Thomas, another port, for the barwood, that the captors would have allowed him to do so, after having refused the landing of the cargo (which would have made room for the wood) and receipt of specie, at the port where the vessel was then lying, and place of seizure.

Mr. Rothery is correct in stating, that I strongly contended for the whole of the demand of 3,700 dollars, or 770*l.*, (not 750*l.*, as he makes it,) the loss on barwood; but his statement following is so at variance with what occurred, that I feel confident a great and serious (to me unaccountable) error, as concerns the interests of the claimants, has arisen in making it. In the first place, I did not tell Mr. Rothery, that the owners had not "charged enough, for that barwood was much higher in London and Liverpool than the owners had charged for it;" nor did he "contend, that the prices at London and Liverpool had nothing whatever to do with the subject, as the barwood in question was not to be delivered at either of those ports, but at Salem, in America; and if the owners had a right to be paid the value of this article at its market, it must be the price at Salem." I really should have considered it quite a waste of time to urge a settlement upon such grounds as he states.

After having fully weighed and considered the evidence of the purchase or agreement for the 100 tons of barwood, we came to the question of value, in America, of the article, (Mr. Rothery, after considerable discussion, having ceded the former—or why was the latter considered? which his objection to the evidence of transaction, that he now asserts, would have rendered unnecessary) which Messrs. Brookhouse and Hunt claim at the rate of 50 dollars per ton, now pronounced by Mr. Rothery as "outrageously extravagant." To confirm the moderate demand of these gentlemen, and justify my contending for the entire amount of this item being allowed, I exhibited to Mr. Rothery, letters received by my own firm (in this city) from correspondents in the United States, (received during 1839, 1840, and 1841,) giving orders for barwood in quantities of 10 to 50 tons, and authorizing purchases at as high as 10*l.* first cost, (48 dollars per ton,) and even without any reservation as to the price to be paid. I also showed him particulars of shipments, made by my firm from London and Liverpool to America, extending through the above-named years, thus showing, that the bareness of supply in, and the wants of the American market, would naturally induce Messrs. Brookhouse and Hunt to order home the article from Africa—and the fact that the price must have ranged in America (as I stated in my last report) at from 60 dollars to 70 dollars per ton at least, to have induced parties there to authorize the payment of such prices as mentioned above, for supplies from England. With the knowledge of such facts, I felt myself justified in contending for payment of the claim, upon the assumed moderate price of 50 dollars per ton, convinced of its fairness, and, as before stated, I did and still do consider, that no deduction should be made, feeling assured, that at 50 dollars, all contingent expenses, possible decline of market, &c., had been most liberally allowed for by Messrs. Brookhouse and Hunt, and that, in making their claim, they had estimated their actual nett loss as 3,700 dollars.

To my great astonishment, Mr. Rothery concludes his remarks by asserting that it does not appear to him the claimants are entitled to "one shilling more" than was formerly proposed to be allowed, as mentioned in his report of the 20th of July. All I can say is, that this conclusion is completely opposed to his agreement with me, as to what he should feel authorized in recommending Lord Aberdeen to award, in addition to the first sum offered to Mr. Hillard of 150*l.*, namely 550*l.*—making a total allowance of 700*l.*—being still 70*l.*, or about 10 per cent. less than the amount claimed.

Mr. Rothery then proceeds to report upon the discussion of the 7th item, per "*Seamew*," namely for flour, &c., sold at St. Helena instead of Ambriz, the loss being over 900*l.*, referring to which he states:—"In lieu of this claim, Mr. Hillard and myself considered, that 100*l.* was sufficient to indemnify the owners." This remark infers, that Mr. Hillard consented to receive the sum of 100*l.*, which I have been informed was not the case; but whether or not, it does not alter the former gentleman's agreement with me. Mr. Rothery then goes on to describe the voyage of the vessel, but omits to state, at the time of her seizure, that she was bound to Loanda, where the value of flour was, as shown by evidence

to be 20 dollars per barrel. He then remarks upon the cost of flour in America to be only about 4 dollars per barrel, (this statement is made, it appears to me, for the purpose, of prejudicing the real question) which might be correct—and I am not aware is denied, or attempted to be, by the shippers, who state the price to be 5 dollars in their invoice; nor do I conceive it a point requiring consideration on either side, as the claim is for loss of difference of market between the price obtained at St. Helena (where the detention of the vessel rendered the sale imperative) and that at Loanda, whither the vessel was bound when illegally seized.

Mr. Rothery proceeds by referring to the second series of evidence and observations, received by your Excellency and transmitted to the Earl of Aberdeen, dated 9th May, 1843, containing replies of Messrs. Brookhouse and Hunt to the objections he had previously made to you and Mr. Hillard, upon an error in making out the first series of papers forwarded, which was pointed out and corrected in the second series of evidence by Messrs Brookhouse and Hunt. Mr. Rothery says, "They ought not to have been permitted, in the year 1843, to have made out a different statement, and to bring forward evidence of a different character to what they had at first represented on oath; but so it was; for although neither the ports of Benguela or Loanda appeared in the evidence and papers first forwarded by the owners, your Lordships will find, that in the second series of evidence transmitted by Mr. Everett to the Earl of Aberdeen, in his note dated the 9th May, 1843, that it is there stated, for the first time, to have been the intention of the Master to have gone to Benguela; and now by the third series of evidence, transmitted in Mr. Everett's note to the Earl of Aberdeen, dated 1st October last, the owners claim the market price of goods at Loanda." I feel confident, the British Government never intended to avail themselves of any technical error (for the purpose of avoiding the payment of indemnity) that has been made, but at the same time most satisfactorily corrected and explained, though overlooked by their agent.

The following extract from Messrs. Brookhouse and Hunt's letter, given in Mr. Rothery's report from the second series of evidence, simply and reasonably explains the mistake of Ambriz being named instead of Loanda and Benguela. "There seems to be an error in our documents, claiming difference between the prices at St. Helena and Ambriz, it should have been between the prices at St. Helena and Loanda and Benguela, the ports to which the "*Seamew*" was bound when seized, &c.; the error was in drawing up the papers, and not discovered when signed by the Captain." This contradicts Mr. Rothery's assertion, that in the second series of evidence Benguela only was named, and in the third series, Loanda (as represented by him in the preceding paragraph) as the ports of destination, where he shows, that the correction was made as soon as discovered, and Loanda and Benguela mentioned in the second series of evidence.

The grounds of objection to the payment of this item of claim, I can only look upon as evasive, for the purpose of avoiding it. Mr. Rothery does not dispute the conclusive evidence of value of flour at Loanda, to which place the original evidence shows the vessel was bound at the time of seizure, as proved by the affidavit and protest of the Captain (amongst the first series of documents forwarded) who had, just previous to his detention, sold a portion of the cargo, to be delivered at Loanda, and had gone on board the "*Seamew*" expressly for the purpose of getting under weigh and proceeding to that port, when he was prevented doing so by the restraint of the captors! In further confirmation of Loanda and Benguela being ports of destination, I have only to refer to Messrs. Brookhouse and Hunt's letters of instructions to Captain Bryant, dated Salem, July 1, 1840, being No. 3 of the papers seized on board the vessel by W. H. Quin, Esq., of Her Majesty's service, from which the following is an extract: "You will proceed direct to St. Thomas and Princes Island, on the coast of Africa, and dispose of such articles of your outward cargo as you can, at a fair profit; from thence proceed to Loanda, where we expect you will make large sales of your flour, provisions, and produce; from thence proceed to Benguela and Novo Rodondo," &c. This I consider will be acknowledged as evidence, that requires no comment to establish its conclusiveness, contradicts the assumption of Mr. Rothery, and confirms the explanation given by Messrs. Brookhouse and Hunt in their letter embraced in the second series of evidence.

Mr. Rothery has entirely forgotten to keep the original evidence in view, and my explanations to him upon the subject, (with which he acknowledged himself

perfectly satisfied at the time,) or avoids the question for the purpose of establishing the position he takes. Mr. Rothery's concluding remark with reference to this item (7th) is, that he declined to accede to the further allowance of 700*l.* being made. I must beg leave most distinctly to differ from him. I contended for the whole sum, off which he induced me to allow a deduction of 105*l.*, reducing it to 800*l.*, which he agreed to advise the payment of. Notwithstanding this, however, he concludes by stating, that he does not consider the owners entitled to any additional allowance to the sum of 100*l.* tendered through Mr. Hillard; a conclusion which is opposed to his agreement with me, and, I venture to assert, unequitable in the extreme.

Mr. Rothery proceeded to remark upon the other items of claim, and alludes to the rate of interest, which he declined to allow at the rate charged of 6 per cent., stating, that this point must be settled by Lord Aberdeen and your Excellency. The rate of 4 per cent. tendered, would not be indemnity for the loss incurred.

The next item referred to, is that of demurrage, the whole claim of which I contended for, and produced charter-parties for vessels on which much higher rates were payable than those allowed Messrs. Brookhouse and Hunt. Mr. Rothery, however, now rejects this evidence; and although at the time we mutually agreed the terms of settlement, asserts, that he cannot recommend any increase to the sums at first tendered to Mr. Hillard. Nevertheless, I am sure that such evidence as I can give in a court of law would, I feel confident, in the hands of a jury, award the full amount as originally claimed. I shall, however, let facts speak for themselves; and although Mr. Rothery asserts, that he can see no reason for increasing the sum at first offered through Mr. Hillard, I think the following statement of facts will convince any reasonable person that his conclusion is erroneous, if not unjust.

The demurrage claimed by Messrs. Brookhouse and Hunt is as follows:

"*Seamew*," 197 tons, at 40 dollars per day, or equal to 20 cents per ton per day.

"*Tigris*," 164 tons, at 30 dollars per day, or equal to 18 cents per ton per day.

To prove the fairness of this claim in addition to the affidavits of Mr. Neal and Mr. Rogers, of Salem, merchants, and Mr. Brown and Mr. Frothingham, of Boston, ship-brokers, I exhibited to Mr. Rothery several charter-parties in my possession, for vessels from New York to London, from which he selected the following, namely:

American barque "*Poacher*," 188 tons, demurrage 35 dollars per day, or 19 cents per ton per day.

British brig "*Leone*," 137 tons, demurrage 25 dollars per day, or 18 cents per ton per day.

British brig "*Cuba*," 296 tons, demurrage 50 dollars per day, or 17 cents per ton per day.

Tonnage as per Custom House returns in London.

The two first of these vessels assimilate in tonnage very nearly with the "*Seamew*" and "*Tigris*," respectively; and taking the average rate of demurrage claimed for them, I find it to be on a parity with that of the "*Poacher*," while that for the "*Tigris*" exactly corresponds with the rate for the "*Leone*." Although it is well known, that the charge is much and universally higher for vessels engaged in the African trade, than for ordinary and such voyages as were performed by the three vessels named above, and taken for comparison; yet in the face of this fact, Mr. Rothery only offered the claimants, through Mr. Hillard, for the "*Seamew*," 5*l.* per day, or equal to 12 cents per ton per day, and "*Tigris*" 4*l.* 10*s.* per day, or equal to 13 cents per ton per day, which he now asserts to Her Majesty's Lords of the Treasury is sufficient, and that Messrs. Brookhouse and Hunt are not entitled to more.

I assure your Excellency, that Mr. Rothery offered to allow, through me, the additional amounts set forth in my statement previously handed you, which, however, were only equal to 17½ cents, and 15 cents per ton per day, for the "*Seamew*" and "*Tigris*" respectively, and, you will perceive, considerably under the rates claimed, and even those allowed the three vessels (above-mentioned for comparison) for voyages from New York to London. With such facts the Government ought not longer to withhold the entire amount claimed, or attempt to justify the position of their agent. I recapitulate the particulars of demurrage claimed by Messrs. Brookhouse and Hunt, and that allowed to other vessels, so as to bring the comparison more immediately under the eye.

	Tons.	Demurrage per ton per day.		
United States to Africa.	"Seamew" 197	20 c. claimed, only 12 c.	{now offered and stated to be sufficient by Mr. Rothery.}	17½ c. { offered through myself.
	"Tigris" 164	18 ,, 13		15 c. {
United States to London	"Poacher" 188	19 ,, allowed—average rate for "Seamew" and "Tigris."		
	"Leone" 137	18 ,, allowed—same rate as claimed for "Tigris."		
	"Cuba" 296	17 ,, allowed—this vessel, though much larger, received above the average offered for the "Seamew" and "Tigris," through me, by Mr. Rothery.		

Mr. Rothery then observes: "We took *seriatim* the other items; and after hearing Mr. Maris upon each of them, I was not disposed to alter the amount previously agreed to between Mr. Hillard and myself, and the result is, that he says he considers the parties entitled to the full amount they have claimed, although if a compromise were to be entered into, he should recommend Mr. Everett to receive the following sums, in addition to the former sums allowed.

'Tigris.'

1. Demurrage, formerly disallowed, 432*l*.
Mr. Maris claims an additional allowance of 21*l*.
Interest 4 per cent., allowed.
Mr. Maris claims 6 per cent.
3. Insurance wholly, disallowed.
Agreed to by the owners, as hereafter shown.
4. Interest 4 per cent., allowed.
Mr. Maris claims 6 per cent.
5. Freight on coffee, allowed.
6. Barwood 600*l*., disallowed.
Mr. Maris claims an additional allowance of 550*l*.
7. & 8. Damages for being prevented selling goods at Ambriz 130*l*., disallowed.
Mr. Maris claims an additional allowance of 50*l*.
Mr. Hanson's claim also to be increased.

'Seamew.'

1. Demurrage, disallowed, of 591*l*. 13*s*. 4*d*.
Mr. Maris claims an additional allowance of 232*l*. 10*s*.
2. Damage to ship, disallowed, 104*l*. 13*s*. 4*d*.
Mr. Maris claims an additional allowance of 52*l*. 6*s*. 8*d*.
3. Coffee destroyed at St. Helena, disallowed, 140*l*.
Mr. Maris claims an additional allowance of 100*l*.
4. Damage to coffee mill, allowed.
5. Interest allowed at 4 per cent.
Mr. Maris claims 6 per cent.
6. Insurance, wholly disallowed.
Agreed to by the owners, as hereafter shown.
7. Difference for goods sold at St. Helena 775*l*., disallowed.
Mr. Maris claims an additional allowance of 700*l*.
- 8, 9, & 10. Interest, allowed, at 4 per cent.
Mr. Maris claims 6 per cent.
11. Wages of two clerks, disallowed, 104*l*.
Mr. Maris claims an additional allowance of 60*l*."

I am compelled again to correct Mr. Rothery's assertion, as to my offering to recommend your Excellency to accept the amounts, in addition to those allowed previously. I required and contended for, the entire difference between the original amount of claims and those tendered through Mr. Hillard, but agreed to reductions at the urgent desire of Mr. Rothery, with the mutual understanding, that he would recommend the payment, and I the acceptance of the further sums tendered; the only items left open for subsequent settlement being those of interest, and the loss on coffee due from De Castro's estate at St. Thomas. I beg to refer you to my previous statement of the amounts claimed, offered by Mr. Rothery through Mr. Hillard, and additional ones through myself, particulars of which are at foot.

Following the particulars of claims, Mr. Rothery ventures upon remarks that are somewhat uncourteous, and not necessary to the question of settlement; and I cannot pass over a statement he makes, without correcting the false impression intended to be produced by it. Mr. Rothery has taken upon himself, most unfairly to apply generally a remark I made to him specifically upon the item of claim for loss on barwood. Alluding to my examination of the accounts, Mr. Rothery says, that "he did not hesitate to say, that if he had made them up, he should have increased the amounts considerably. I could not but remark upon the very erroneous principle for which he contended," &c. I deny having contended for any such principle as that above stated; but I re-assert, from my own knowledge of the market in America at the period of claim, that if the making out of the statement of loss had been in my care, I should have estimated the value of barwood at 60 or 70 dollars per ton, instead of 50 dollars, as stated by Messrs. Brookhouse and Hunt, which I have regarded, and which can only be esteemed, as the nett value; from which, in my opinion, no deduction should be allowed or asked for. The remark was made by me as a proof of (what I considered) the general fairness with which their loss was stated by Messrs. Brookhouse and Hunt; my own private information bearing most conclusively upon this item, (also of demurrage,) and fully confirming the opinions I felt bound in justice to express of the claimants' integrity.

Mr. Rothery considers it highly improper that Messrs. Brookhouse and Hunt should have charged insurance which was not actually effected. As they waived the claim, (unnecessarily, I think, though their liberality is now used as a point against their interest,) no further reference to it was requisite. I beg, however, to confirm my remarks upon this item in report dated 24th February, and still adhere to the opinion as to their being entitled to receive the insurance premium, which has been confirmed by merchants of the first standing and great experience in this city, whose evidence, if required, is easily obtained.

The entire of the objections raised by Mr. Rothery can only be viewed as vexatious in the extreme. He has never produced any evidence contradicting that furnished by the claimants in the first instance, and subsequently required from them by him, (which, if the facts were as now stated by him, could have easily been obtained by the British Government from the coast of Africa, during the many years the negotiation has been pending;) and I can perceive no justification for the course adopted, or the deviation from the agreed terms between Mr. Rothery and myself.

I regret exceedingly that a succession of circumstances have prevented my attention to the subject at an earlier period, and must beg your Excellency to accept my apology for the delay that has unavoidably arisen.

I am, &c.
(Signed) ANDREW MARIS.

"Tigris."

- Item 1. Demurrage; amount claimed, 2520 dollars, or 525*l*.
Tendered to Mr. Hillard, 108*l*.; tendered additional to A. Maris, 21*l*.; making a total of 129*l*.
- Item 2. Interest on cargo; amount claimed, at 6 per cent., 480 dollars 77 cents, or 100*l*. 3*s*. 2*d*.
Tendered in part to Mr. Hillard, but at 4 per cent. only, 18*l*. 19*s*. 2*d*.
- Item 3. Wholly disallowed; amount claimed, 786 dollars 73 cents, or 163*l*. 18*s*.
- Item 4. Interest; amount claimed, at 6 per cent., 228 dollars 16 cents, or 47*l*. 10*s*. 8*d*.
- Item 5. Freight on coffee, 507 dollars 4 cents, or 105*l*. 12*s*. 8*d*.
Allowed to Mr. Hillard in full, 105*l*. 12*s*. 8*d*.
- Item 6. Loss of profit on barwood; amount claimed, 3700 dollars, or 770*l*. 16*s*. 8*d*.
Tendered to Mr. Hillard, 150*l*., leaving about 620*l*. disallowed. After much negotiation, I agreed to take off about 70*l*., and recommend the acceptance of Mr. Rothery's offer of the additional amount of 550*l*.; making total allowance 700*l*.

CLASS D.

- Items 7 and 8. Loss arising from non-delivery of cargo sold at Ambriz, and damage of goods returned to Salem; the amounts claimed being 2670 dollars 18 cents and 1143 dollars 28 cents. Total, 3813 dollars 46 cents, or 794*l.* 9*s.* 6*d.*
Tendered to Mr. Hillard, 650*l.*, leaving 145*l.* disallowed, (not 130*l.*, as stated by Mr. Rothery,) for which I contended, and still consider should be paid without demur. Mr. R. offered to allow (which, after much hesitation, I agreed to recommend the acceptance of) the additional 50*l.*; making the total 700*l.*
- Items 9 and 10. Expenses; allowed in full to Mr. Hillard, 180 dollars, or 37*l.* 10*s.*
- Item 11. Interest to date of payment, at 6 per cent., left for future arrangement.

“*Seamew.*”

- Item 1. Demurrage; amount claimed, 5000 dollars, or 1041*l.* 13*s.* 4*d.*
Tendered to Mr. Hillard, 575*l.*; tendered to A. Maris, additional, 232*l.* 10*s.* making a total of 807*l.* 10*s.*
- Item 2. Damage to sails, &c.; amount claimed, 1000 dollars, or 208*l.* 6*s.* 8*d.*
Tendered to Mr. Hillard, 104*l.* 13*s.* 4*d.*; tendered to A. Maris, additional, 52*l.* 6*s.* 8*d.*; making a total of 157*l.*
- Item 3. Damaged coffee condemned; amount claimed, 1680 dollars, or 350*l.*
Tendered to Mr. Hillard, 200*l.*, leaving 150*l.* unpaid. Off this I agreed to deduct 50*l.*, and Mr. Rothery to allow a further sum of 100*l.*; making a total of 300*l.*
- Item 4. For coffee-mill; amount claimed, 50 dollars, or 10*l.* 8*s.* 4*d.*
Tendered to Mr. Hillard, half amount, 5*l.* 4*s.* 2*d.*
- Item 5. Interest; amount claimed, at 6 per cent., 673 dollars 74 cents, or 140*l.* 7*s.* 3*d.*
Tendered to Mr. Hillard, at 4 per cent. only, 90*l.*
- Item 6. Insurance; amount claimed, 1002 dollars 72 cents, or 208*l.* 18*s.*
Disallowed.
- Item 7. Loss on cargo sold at St. Helena; amount claimed, 4341 dollars 50 cents, or 904*l.* 9*s.* 7*d.*
Mr. Rothery only tendered to Mr. Hillard 100*l.* Upon the further evidence produced, he agreed, after my allowing a deduction of 75*l.*, to allow further 700*l.*; making a total of 800*l.*
- Item 8. Interest; amount of claim, at 6 per cent., 147 dollars 36 cents, or 30*l.* 14*s.*
Tendered, at 4 per cent., to Mr. Hillard, 20*l.*
- Item 9. Interest; amount of claim, at 6 per cent., 26 dollars, or 5*l.* 8*s.* 4*d.*
Tendered, at 4 per cent., to Mr. Hillard, 4*l.*
- Item 10. Interest; amount of claim, at 6 per cent., 40 dollars, or 8*l.* 6*s.* 8*d.*
Tendered, at 4 per cent., to Mr. Hillard, 8*l.*
- Item 11. Wages of Mr. Schultz and Mr. French; amount claimed, (four months' salary,) 800 dollars, or 166*l.* 13*s.* 4*d.*
Tendered to Mr. Hillard, 60*l.*; tendered to A. Maris, in addition, 60*l.*; making a total of 120*l.*
- Item 12. Expenses; amount claimed, 396 dollars 35 cents, or 82*l.* 11*s.* 6*d.*
Allowed 75*l.*
- Item 13. Expenses; amount claimed, 175 dollars, or 36*l.* 9*s.* 2*d.*
Allowed 35*l.*

There is a claim of 1000 dollars made for Captain Bryant's personal detention, loss of liberty, &c., for which Mr. Rothery tendered to Mr. Hillard 50*l.*, but agreed with me to add 55*l.*, making 100 guineas, (less than half the amount asked for.) I notice he refers to this item in his report, and states it to be in addition “to demurrage of his vessel;” thereby inferring that he gets other remuneration, which is not the case, as the Captain is not the owner.

Summary of Messrs. Brookhouse and Hunt's claim, and amounts tendered as indemnity by Mr. Rothery.

"Seamew"

	D.	C.	£	s.	d.
Amount claimed, as per original statement	15332	67	or 3194	6	0
Tendered through Mr. Hillard, equal to	6129	0	„ 1276	17	6
<hr/>					
Which Mr. R. now asserts is sufficient indemnity, but leaving a loss of	9203	67	„ 1917	8	6
The additional amount tendered by Mr. R., but now stated by him as only agreed to be recommended for acceptance by A. Maris	5495	20	„ 1144	16	8
<hr/>					
Still showing a loss upon the account of	3708	47	772	11	10
Without interest, which has to be added. Captain Bryant's and J. Hanson's claim besides.					

"Tigris."

Amount claimed, as per original statement	12216	16	„ 2545	0	8
Tendered through Mr. Hillard, equal to	5232	44	„ 1090	1	10
<hr/>					
Which Mr. R. now asserts is sufficient indemnity, but leaving a loss of	6983	72	„ 1454	18	10
The additional amount tendered by Mr. R., but now stated by him as only agreed to be recommended for acceptance by A. Maris	2980	80	„ 621	0	0
<hr/>					
Still showing a loss upon the account of	4002	92	„ 833	18	10
Without interest, which has to be added. J. Hanson's claim, coffee, De Castro's estate, besides.					

Enclosure 5 in No. 51.

Mr. Everett to Mr. Hillard.

MY DEAR SIR,

London, March 24, 1845.

IN the course of re-examining the claims of Messrs. Brookhouse and Hunt, by Mr. Rothery and Mr. Maris, the former gentleman has strenuously insisted that, in reference to the items which were not reserved for further evidence, you and he "agreed" to the sums which, as you know, were reported by Mr. Rothery to his Government for allowance; and Mr. Rothery continues to make this statement, although I have informed Lord Aberdeen, and Mr. Maris has repeatedly told Mr. Rothery, that you had no power to agree to any abatement of the original demand.

I have supposed, under these circumstances, that Mr. Rothery, in saying you agreed to certain of the items of allowance embraced in his report, must place some other signification on the word "agree," in which he considers himself as warranted in using it. I have to request, therefore, that you will inform me, whether, in reference to any of those items of allowance, you were of opinion that they formed an equitable indemnification to Messrs. Brookhouse and Hunt, for the loss sustained by them in consequence of the capture and detention of their vessels.

Your early answer will greatly oblige me.

Yours, &c.

J. Hillard, Esq.
&c. &c.

(Signed) EDWARD EVERETT.

Enclosure 6 in No. 51.

Mr. Hillard to Mr. Everett.

DEAR SIR,

Manchester, March 25, 1845.

I HAVE your letter of yesterday, in relation to the claims of Messrs. Brookhouse and Hunt, for capture and detention of their vessels on the coast of Africa.

In reply to Mr. Rothery's statement, that in reference to certain items in their claim, I had agreed to the sums reported by him to his Government, I beg to say, that I constantly and explicitly informed Mr. Rothery, that I was not authorized to agree to any sum or allowance; that my duty was to report to you the results of my interviews with him.

My reports to you were made directly after these interviews; and I consider the sums proposed by Mr. Rothery insufficient to cover the claims of Messrs. Brookhouse and Hunt.

Upon one or two of the minor items, I considered the allowance proposed by Mr. Rothery sufficient, and Messrs. Brookhouse and Hunt were with these also satisfied; but many of the principal items were thrown out by Mr. Rothery, for what he called want of proper evidence; and the whole claim was, as it strikes me, so unjustly treated, that it was thought best to refer the claim back to Messrs. Brookhouse and Hunt, for further proofs, and to renew the whole affair in the next interview with Mr. Rothery.

E. Everett, Esq.
&c. &c.

I am, &c.
(Signed) JOHN HILLARD.

Enclosure 7 in No. 51.

Mr. Everett to Mr. Hillard.

DEAR SIR,

London, March 26, 1845.

I HAVE yours of yesterday. In addition to the enquiry contained in my letter of the 24th, I should like to be informed, whether Mr. Rothery invited you to join him in his report to the Treasury in the summer of 1843, and if so, what reason you gave him for declining.

J. Hillard, Esq.
&c. &c.

Yours, &c.
(Signed) EDWARD EVERETT.

Enclosure 8 in No. 51.

Mr. Hillard to Mr. Everett.

DEAR SIR,

Manchester, March 27, 1845.

IN reply to your note of yesterday, desiring me to inform you whether Mr. Rothery invited me to join him in his report to the Treasury in 1843; and if so, what reason I gave him for declining; I beg to say, that he requested me to sign a report, as agreeing with him in the various sums which he recommended to be awarded in the claims of the owners of the "*Tigris*" and the "*Seamew*," and that I declined to do so, as not being authorized by you. I so informed Mr. Rothery at the time, as I had done on various occasions before, that I was not authorized to come to any agreement with him. I considered the adjustment of the claim to be the matter of further and future discussion between yourself and Lord Aberdeen. Even had I been authorized by you to act fully in the case, I should not have considered the amounts recommended by Mr. Rothery, sufficient to cover the losses of the claimants.

The case when the papers were in my hands was defective, for want of proper proofs and sufficient evidence, as Mr. Rothery insisted; and my reports to you embodied the substance of my interviews with that gentleman, and a statement of the items of the account which he was disposed to admit, in the then imperfect state of the case; and, so far as became me, I recommended to you, that the claim should be referred back to the United States, for Messrs. Brookhouse and Hunt to obtain further evidence from the coast of Africa and elsewhere, to substantiate their claims.

E. Everett, Esq.
&c. &c.

I am, &c.
(Signed) JOHN HILLARD.

No. 52.

*Mr. Pakenham to the Earl of Aberdeen.**Washington, July 13, 1845.
(Received July 30.)*

MY LORD,

IN obedience to the instructions contained in your Lordship's Despatch, marked Slave Trade, of 14th June, which I had the honour to receive on the 5th of this month, I have communicated to the Secretary of State the substance of the paper transmitted by your Lordship, (Governor Mathew's Despatch to Lord Stanley, of 10th April last,) expressing, at the same time, the expectation of Her Majesty's Government, that the Government of the United States will take such steps as may be right and necessary to bring to light the particulars of the transactions therein referred to, and to obtain the release of the unfortunate persons supposed to have thus wickedly been reduced to slavery.

I have, &c.

(Signed) R. PAKENHAM.

*The Right Hon. the Earl of Aberdeen, K. T.
&c. &c. &c.*

No. 53.

The Earl of Aberdeen to Mr. Pakenham.

SIR,

Foreign Office, July 30, 1845.

I HEREWITH transmit to you copy of a Despatch, and of its enclosure, from Her Majesty's Commissioners at Sierra Leone, giving a report of the case of the Spanish brigantine "*Mariana*," formerly the Brazilian schooner "*Juliana*," captured by Her Majesty's steam-vessel "*Eclair*," and condemned in the Mixed Court at Sierra Leone, on a charge of being employed in Slave Trade.

It appears that since 1841, when, after having been condemned as the "*Juliana*," this vessel was sold to a Spanish slave captain, she had, up to the present time, been successfully employed in the Slave Trade between Africa and Cuba, but that New Orleans had been her principal port of rendezvous on her return from the coast of Africa, and that she had cleared from that port on her last voyage; and Her Majesty's Commissioners at Sierra Leone are of opinion, that some of her cargoes may have been taken to the main land, and that, at any rate, the American Collector who last cleared her knew well the nature of the market she was proceeding to when she left New Orleans.

I have to desire that you will call the attention of the United States Government to the circumstances of this case, in order that they may have an opportunity of making enquiry into the facts.

I am, &c.

(Signed) ABERDEEN.

*The Right Hon. R. Pakenham,
&c. &c.*

Enclosure in No. 53.

*The Sierra Leone Commissioners to the Earl of Aberdeen, June 5, 1845.**(See Class A., No. 102, page 357.)*

No. 54.

The Earl of Aberdeen to Mr. Pakenham.

SIR,

Foreign Office, July 30, 1845.

I HEREWITH transmit to you, for communication to the United States Government, the extract of a letter from Captain Wyvill, of Her Majesty's ship

"Cleopatra," employed in suppressing the Slave Trade on the eastern coast of Africa, containing information as to the abuse of the United States flag in that quarter for purposes of Slave Trade.

The Right Hon. R. Pakenham,
&c. &c.

I am, &c.
(Signed) ABERDEEN.

Enclosure in No. 54.

Captain Wyvill to Rear-Admiral Percy.

(Extract.)

"Cleopatra," *Simon's Bay, May 10, 1845.*

SINCE my letter to you of the 17th March, I have heard, that the parties residing at Rio de Janeiro that found the capital for carrying on the Slave Trade on the east coast of Africa, have dissolved partnership, in consequence of their great losses. They have still between 2,000 and 3,000 slaves waiting for vessels in the neighbourhood of Quillemane, which may be expected shortly. It is reported, that the vessels will not come under either the Portuguese or Brazilian flags, but get documents of some Power with which Her Majesty has entered into Treaties for the suppression of the Slave Trade, subject to the limits of the French Treaty. The vessel I last sent in was so circumstanced, having had mostly a Brazilian crew, with only a Tuscan pass for four months, signed by the Tuscan Consul at Monte Video. The American flag is also abused here, as in the case of the "*Kentucky*," that was sold to the Brazilians at Rio de Janeiro, was navigated by the Americans to Inhambane, making use of the American flag, and having on board the Brazilian crew to take her back again with slaves, which they succeeded in doing about last September.

The American crew that brought the "*Kentucky*" to Inhambane returned to Rio de Janeiro in the American vessel "*Porpoise*," that vessel having entered the harbours of Quillemane and Inhambane, both of which, by Treaty, they are excluded from. It is supposed that the agent that collected the slaves at Inhambane last year, (Rodrigues,) will try again to accomplish his object in the same manner, by the use of the American flag. I have not the least doubt that the vessel so used is not entitled to the protection of any flag; but as I do not know what papers, by the American law, are necessary to give a vessel the protection of that nation, I do not feel myself authorized to interfere.

Although the traffic in slaves is a good deal checked on the east coast of Africa, still the facilities of getting slaves are so great, that it must be constantly watched between the island of Fogo and Delagoa Bay, to prevent its increase.

No. 55.

Mr. Pakenham to the Earl of Aberdeen.

Washington, July 29, 1845.

(Received August 16.)

MY LORD,

I HAVE had the honour to receive your Lordship's Despatches, marked Slave Trade, of the 30th June, and of the 2nd July.

I have communicated to the Government of the United States the circumstances mentioned in the last of these Despatches, relative to the vessel which sailed in December last from Bahia for the coast of Africa as the American schooner-brig "*Washington Barge*," and returned under the Brazilian flag with the name of "*Fantasma*," having in the meantime, as was reported, landed upwards of 600 slaves in the neighbourhood of Bahia.

I have, &c.
(Signed) R. PAKENHAM.

The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.

No. 56.

Viscount Canning to Mr. Pakenham.

SIR,

Foreign Office, August 26, 1845.

I TRANSMIT herewith to you copies of a correspondence between Commodore Jones, commanding Her Majesty's squadron on the west coast of Africa, and Commodore Perry, of the United States navy, respecting an offer made by the American Commodore, for the burial of British subjects in the American cemeteries in the Cape de Verd islands; and I have to desire, that you will convey to the United States Government the expression of the thanks of Her Majesty's Government for this offer.

I also send to you copies of a correspondence between Commodore Jones and Commodore Skinner, of the United States navy, on the subject of the alleged visit of the United States barque "*Madonna*," by officers from Her Majesty's ship "*Lily*."

It will be as gratifying to the United States Government, as it has been to that of Her Majesty, to witness the cordiality which subsists between the naval services of the two countries, while engaged in concert in the suppression of the Slave Trade.

The Right Hon. R. Pakenham,
&c. &c.

I am, &c.
(Signed) CANNING,
In absence of Earl of Aberdeen.

Enclosure 1 in No. 56.

Commodore Perry to Commodore Jones, January 18, 1845.
(See Enclosure 212 in No. 9, Class A., page 101.)

Enclosure 2 in No. 56.

Commodore Jones to Commodore Perry, June 17, 1845.
(See Enclosure 213 in No. 9, Class A., page 103.)

Enclosure 3 in No. 56.

Commodore Skinner to Commodore Jones, May 7, 1845.
(See Enclosure 214 in No. 9, Class A., page 103.)

Enclosure 4 in No. 56.

Commodore Jones to Commodore Skinner, June 17, 1845.
(See Enclosure 215 in No. 9, Class A., page 104.)

Enclosure 5 in No. 56.

Commander Buckle to Commodore Jones, February 15, 1845.
(See Enclosure 216 in No. 9, Class A., page 104.)

No. 57.

Mr. Pakenham to the Earl of Aberdeen.

Washington, August 8, 1845.
(Received August 29.)

MY LORD,

I HAVE the honour herewith to enclose a copy of a note which I have received from the United States Secretary of State, in answer to one which I addressed to him on the 25th of June last, in obedience to the instructions contained in your Lordship's Despatch of the 3rd of that month, enquiring what steps had been taken by the Government of the United States in fulfilment of the provisions of Article IX. of the Treaty of Washington.

Your Lordship will see, that in this note Mr. Buchanan speaks only of the instructions given to the Minister of the United States, at the Court of Brazil; no mention being made of the issue of similar instructions to their Minister in Spain; the only other Power, I believe, besides Brazil, within whose dominions markets for imported African slaves are allowed to exist. Indeed, Mr. Buchanan told me verbally, that it did not appear, that any such instructions had been sent to the Minister of the United States at Madrid.

In conversing upon this subject, I did not hesitate to tell the Secretary of State, that I thought that Her Majesty's Government would naturally wish, that the stipulations contained in Article IX. of the Treaty of Washington, should be fulfilled on the part of the United States to the letter; but as your Lordship's instructions go no further than to direct me to enquire what had already been done in the matter, I have not felt authorized formally to call upon the Government of the United States, to do what is still wanting on their part to a complete fulfilment of the stipulation in question.

I have, &c.
(Signed) R. PAKENHAM.

The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.

Enclosure in No. 57.

Mr. Buchanan to Mr. Pakenham.

SIR,

Washington, July 31, 1845.

I HAVE received your note of the 25th ultimo, referring to Article IX. of the Treaty of Washington, and to the various proceedings which Her Majesty's Government have taken in conformity with its provisions, as published in the Papers relative to the Slave Trade, and which have been submitted to Parliament since the conclusion of that Treaty. These Papers, as you correctly presume, are in the possession of the Department.

"But Her Majesty's Government," you remark, "are not yet acquainted with the measures which the United States Government may have thought it expedient to adopt in fulfilment of the same provisions," and you have been accordingly instructed to request me to furnish you with any information relative to the subject which it may be desirable and useful that Her Majesty's Government should possess.

I have the honour to state in reply, that in August 1843, the attention of Mr. Proffit, appointed Envoy Extraordinary, &c. of the United States to Brazil, was particularly invited to Article IX. of our recent Treaty with Great Britain, and he was instructed to hold himself in readiness to unite with the Minister of Great Britain, "in all becoming representations and remonstrances" which it might be necessary to make to the Brazilian Government on the subject of it; but at the same time was cautioned to do so only upon proper grounds and in a befitting manner, as the matter was one of great delicacy in itself; and a Government that did not feel that it was fairly liable to the suspicion of allowing the sale of slaves, would be justly offended at such a gratuitous remonstrance on the part of other Governments. Mr. Proffit, who remained at Rio de Janeiro less than one year, made no communication to the Imperial Government on the subject. He was succeeded in the Legation by Mr. Wise, who, in May 1844, was referred to the instructions of his immediate predecessor; but it does not appear from the correspondence of the latter with this Department, that any representations have been addressed by him to the Brazilian Government, having direct reference to the provisions of Article IX. of the Treaty of Washington; although he, and also the Consuls of the United States at Rio de Janeiro, have been zealous and indefatigable in their exertions to prevent the abuse of the American flag in covering the African Slave Trade, and in bringing to justice citizens of the United States supposed to be concerned in any manner in that odious traffic.

I avail, &c.
(Signed) J. BUCHANAN.

The Right Hon. R. Pakenham,
&c. &c.

No. 58.

Mr. Pakenham to the Earl of Aberdeen.

Washington, August 8, 1845.
(Received August 29.)

MY LORD,

I HAVE had the honour to receive your Lordship's Despatch of 9th of July, and in obedience to the instructions contained in it, I have taken measures to ascertain whether any persons formerly belonging either to the "*Sea Eagle*" or

the "*Agnes*," American vessels, have arrived in this country, in order to be tried for having been concerned in Slave Trade, in pursuance of what was said in a letter addressed to Her Majesty's Envoy in Brazil, by Mr. Wise, the American Minister in that country, to the effect, that the Master and crew of the "*Sea Eagle*," and two of the crew of the "*Agnes*," charged with the above-mentioned offence, had been arrested by the United States Consul at Rio, and would be sent to the United States for trial.

I have, &c.

(Signed) R. PAKENHAM.

The Right Hon. the Earl of Aberdeen, K.T.
 &c. &c. &c.

No. 59.

The Earl of Aberdeen to Mr. M'Lane.

Foreign Office, September 15, 1845.

THE Undersigned &c. &c. has to refer Mr. M'Lane, &c. &c. to the note which, on the 30th January last, the Undersigned had the honour to address to Mr. Everett, in acknowledgment of a note of the 20th of the same month, containing a representation to Her Majesty's Government, on the subject of the boarding and search upon the coast of Africa of the brig "*Cyrus*," of New Orleans, P. C. Dumas, Master, by Captain Bosanquet, of Her Majesty's brig-of-war "*Alert*."

In the note above referred to from the Undersigned, he stated to Mr. Everett, that measures had been taken for investigating the circumstances of the case, and that as soon as the result of that investigation should have reached Her Majesty's Government, the Undersigned would have the honour of communicating further with Mr. Everett on the subject.

Her Majesty's Government have now received the statement of Captain Bosanquet, and the report of the Commander of Her Majesty's squadron, to which Captain Bosanquet was attached, as to the circumstances which occurred on the occasion referred to.

The facts represented to the United States Government by Mr. Dumas, in complaint of the conduct of Captain Bosanquet, are, that on the 22nd May, the "*Cyrus*" was chased and fired at by Her Majesty's brig "*Alert*," and that her papers were forcibly taken from the trunk of the Mate, the avowed Captain, Mr. Dumas, being on shore, and were examined by Captain Bosanquet; and that on the 2nd June following, she was again approached by Captain Bosanquet, in a boat; and that Mr. Dumas then recognised Captain Bosanquet, "the Commander of the '*Alert*,' by whom the vessel had been so lately visited," and requested him not to come on board.

The Undersigned has here to remark, that this recognition of Captain Bosanquet by Mr. Dumas, is not easily reconciled with the previous statement of Mr. Dumas, that he was on shore when the first visit of Captain Bosanquet took place.

Mr. Dumas continues, by representing, that on this second occasion Captain Bosanquet persisted in coming on board; and that when there, he expressed a desire to see the papers; that Mr. Dumas resisted this desire, on the ground that he, Captain Bosanquet, had seen them before; that an altercation on the subject then took place, in the course of which Captain Bosanquet stated to Mr. Dumas, that he believed that the "*Cyrus*" had been sold, and that this was the reason why the papers were not exhibited to him; that Mr. Dumas still persisted in opposing the exhibition of papers, and for this purpose, placed the United States flag across Captain Bosanquet's way, and desired his men to hold it so that it must be torn away or trampled under foot before Captain Bosanquet could proceed to the cabin to seek the papers; that Captain Bosanquet did not allow that circumstance to be an obstruction, and that upon his moving forward, the flag was torn and trod upon; that Captain Bosanquet obtained possession of the papers, and took them away with him; and that thereupon, Mr. Dumas and the crew abandoned the vessel.

Mr. Dumas further states, that the "*Cyrus*" was a *bona fide* United States vessel; that he had never received propositions to sell his vessel; and that his cargo and voyage and course of trade, were in all respects lawful; and that he had no

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knowledge whatever of the fate of the "*Cyrus*," since his abandonment of her as aforesaid, on the forcible search and seizure of her papers by a naval officer of the British Government.

As it appears to the Undersigned, the complaint resolves itself therefore into three heads.

First, That Captain Bosanquet persisted in visiting and examining the papers of a vessel which he had no fair grounds for supposing to be other than an United States vessel, and which was one in fact.

Second, That Captain Bosanquet's language and conduct were violent, and that he showed disrespect towards the United States flag, in effecting his purpose.

Third, That Captain Bosanquet took away the papers from the vessel.

On the first head, it appears that a report had been current on the coast, that the "*Cyrus*" had been sold to the Spaniards since her arrival there, and that between the first and the second visit paid to her by Captain Bosanquet, that officer had visited the Congo, where the "*Cyrus*" had recently been, and had there received information that confirmed the former statement; and according to which, it further appeared, that the "*Cyrus*" was gone to Cabinda, to take in water, and then immediately to embark slaves; that he found her ready for that purpose, and therefore considered her to all intents and purposes a Spanish vessel.

That Captain Bosanquet was not singular in this suspicion, is shown by two witnesses, whose testimony will not be disputed; the one Mr. Dumas himself, who states, that the officer of Her Majesty's ship "*Heroine*," who had visited the "*Cyrus*" previously to the first visit of Captain Bosanquet, had declared to Mr. Dumas, that such was the suspicion on which Her Majesty's officer of the "*Heroine*" visited her. The other, Commodore Perry, of the United States navy, who, upon hearing of the complaint made by Mr. Dumas against Captain Bosanquet, wrote to Commodore Jones for an explanation of the circumstances, adding, that he was "more desirous of thoroughly sifting the matter," as "from other information in his possession, he strongly suspected that the '*Cyrus*,' though originally an American vessel, had passed into foreign hands, and consequently had no claim to the protection of the American flag."

There is, indeed, every ground for believing that this was the case; and that she had been sold to Spanish slave traders, which, as Mr. M'Lane is probably aware, has been but too frequently the case with vessels from the United States going to Africa; and that Mr. Dumas and the crew made the conduct of Captain Bosanquet in removing the papers, an excuse for the step they were about to take, of leaving their vessel; since it appears that they were in another vessel alongside the "*Cyrus*," on the day after that in which Captain Bosanquet had taken away the papers; when Captain Bosanquet bringing back the papers, then urged them, though ineffectually, to return to the vessel; and that in the interval of three days after that period, the Mate and crew still being alongside of her, she was filled with slaves, had openly assumed a Spanish character, and in that character was captured by another of Her Majesty's cruizers, she having then on board as Super-cargo a Spaniard who was there on the visit of Captain Bosanquet. Under these circumstances, it can hardly be said, that the statement of Mr. Dumas, that he knew nothing of the fate of the "*Cyrus*" after his abandonment of her, is consistent with facts. And assuredly, such a sequel, justified Captain Bosanquet in having doubted her national character, and in having required to see her papers.

With regard to the second charge, that Captain Bosanquet's conduct and language were violent, and that he showed disrespect towards the United States flag, in effecting his purpose of seeing the papers. If this had been the case, Captain Bosanquet would have merited, and would have been visited with, the severe displeasure of Her Majesty.

But it is to be observed, that the very protest of Mr. Dumas shows, that he himself did what he could by irritating language to provoke hasty expressions on the part of Captain B.; that he gave the lie direct to that officer; that he used violence to a person who was with Captain Bosanquet; and that he called upon his men to arm themselves with handspikes and knives to prevent Captain Bosanquet from obtaining a sight of the papers of the vessel; and with respect to the alleged violence of Captain Bosanquet, Captain B. utterly denies the charge, and states, that during the whole of his proceedings towards the "*Cyrus*," he behaved with as much mildness and courtesy as possible towards Mr. Dumas;

and the commander of Her Majesty's squadron, upon enquiring into the facts' declares that he believes that the statement of Mr. Dumas in this respect, is a gross misrepresentation. And considering the difficulty in attaching credit to other assertions of Mr. Dumas, and the excitement under which he appears, by his own account, to have acted, the Undersigned feels fully justified in placing faith in the declaration of Her Majesty's officers.

With respect to the third charge, namely, that of taking the papers of the "*Cyrus*" away from the vessel; Her Majesty's Government regret that they cannot acquit Captain Bosanquet of a serious transgression of his duty. He has adduced in extenuation, that the case was so suspicious, and the papers so imperfect, and so much calculated to increase the suspicions already existing, that he thought it necessary to copy them, in order to produce them in court if the "*Cyrus*" were taken as a Spanish vessel, or to forward them to the United States, for the United States Government to enquire into, if she should return thither; and that the vessel being in port, she was not detained by his doing so, as would have been the case if she had been at sea. But Her Majesty's Government entirely admit, that these considerations did not justify Captain Bosanquet's proceeding; and that officer, immediately on its coming to the knowledge of the Commodore, was severely and properly reproved for it.

With this above exception, the Undersigned trusts that the Government of the United States will see no grounds to condemn the conduct of Captain Bosanquet in this very suspicious case; relating as it does to a vessel detected in the full prosecution of a Slave Trade adventure, and with a cargo of slaves on board, within a few hours of her having claimed the protection of the American flag; a claim which, it cannot be doubted, was put forward at a time when she had already divested herself of all right to be considered as an American.

The Undersigned, &c.
The Honourable Louis M'Lane, (Signed) ABERDEEN.
 &c. &c.

No. 60.

The Earl of Aberdeen to Mr. M'Lane.

Foreign Office, September 15, 1845.

THE Undersigned, &c. &c. with reference to the note addressed to him on the 21st of January last, by Mr. Everett, on the subject of the claims put forward by Messrs. Gillman and Co., for compensation for loss of goods, their property, destroyed in the factory of Mrs. Lightbourne, in April 1841, by a force from Her Majesty's vessels, has the honour to state to Mr. M'Lane, &c. &c. that Her Majesty's Government having enquired into this case, consider it to be one where indemnification ought to be made for the loss and injury sustained.

The amount claimed by Messrs. Gillman, is 3,327 dollars 77 cents. But upon an investigation, it appears that this is beyond what the parties are entitled to, inasmuch as the amount claimed by them is not the proper value of the goods, but is founded upon an estimate of what might have been realized upon a supposed quantity of another sort of goods, which the goods destroyed might have produced, if they had been exchanged for those other goods, and had arrived at New York, without, however, deducting anything for freight, or charges for shipping, or for landing them.

It appears, that the goods destroyed were deposited with Mrs. Lightbourne, for sale, partly on the 13th of January and partly on the 14th of February, 1841; and there is an account amongst the papers, showing the several articles to have been valued at such prices as she was authorized to sell them for. If, however, the goods were not sold, they were to have been returned to the Supercargo of the American ship which brought them for the owners of that ship.

The amount for which the goods were to be sold is 1,909 dollars 20 cents. And Mr. Ware, the Supercargo, appears to have received from Mrs. Lightbourne, on the 9th of February, 1841, some goods, valued at 202 dollars 60 cents, in part payment of those which had been delivered to her. The amount of the claim for goods destroyed is thus reduced to 1,706 dollars 60 cents. And upon investigation, this appears to be the sum which the parties are entitled to receive, amounting in sterling money to about 350/.

It appears that the value so put on these goods for sale by Mrs. Lightbourne includes a mercantile profit on the American prices.

If Mr. M'Lane, after due communication with his Government and the parties concerned, shall agree in the view taken by Her Majesty's Government of the claim of Messrs. Gillman, the Undersigned will lose no time in recommending to Her Majesty's Treasury to pay 1,706 dollars 60 cents, or their value in sterling money, to Mr. M'Lane, on account of the Messrs. Gillman, Small, and Co., owners of the goods destroyed.

The Undersigned, &c.

(Signed)

ABERDEEN.

The Honourable Louis M'Lane,
&c. &c.

No. 61.

Mr. Pakenham to the Earl of Aberdeen.

Washington, September 13, 1845.
(Received September 29.)

MY LORD,

I HAVE had the honour to receive your Lordship's Despatches, marked Slave Trade, of 30th July, and I have fulfilled the instructions contained in them, by communicating to the United States Government:—first, the information furnished by Captain Wyvill of Her Majesty's ship "Cleopatra," employed on the eastern coast of Africa, as to the abuse of the United States flag in that quarter for purposes of Slave Trade; and secondly, the particulars of the case of the Spanish brigantine "Mariana," lately condemned in the Mixed Court of Sierra Leone, on a charge of being employed in Slave Trade, which vessel, in consequence of her having usually proceeded to New Orleans on her return from the coast of Africa, and from her having cleared from that port on her last voyage, the Commissioners are of opinion may have landed some of her cargoes on the mainland of America, for the purpose of being introduced into Texas.

I have, &c.

(Signed)

R. PAKENHAM.

The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.

No. 62.

Mr. Pakenham to the Earl of Aberdeen.

Washington, September 13, 1845.
(Received September 29.)

MY LORD,

I HAVE the honour herewith to enclose a copy of a note, which, in obedience to the instructions contained in your Lordship's Despatch, Slave Trade, of 14th June last, I addressed to the United States Secretary of State, respecting the supposed abduction of negroes, from the Bahama Islands, for the purpose of being sold as slaves in Florida; I also enclose a copy of the answer which I have received upon this subject from Mr. Buchanan, enclosing a copy of a communication from the Attorney of the United States for the Eastern District of Florida, who was directed by the Secretary of State, to institute a strict and careful enquiry into the facts and circumstances of the cases referred to.

Your Lordship will perceive, that the District Attorney, while he promises that the enquiry desired by the United States Government shall be immediately instituted, expresses a wish to be furnished with certain particulars respecting the vessels said to have been purposely wrecked on the coast of Florida, by which he says that his enquiries might be greatly facilitated.

I accordingly transmit a copy of Mr. Buchanan's note, and of its enclosure, to the Governor of the Bahama Islands, in the hope that he may have it in his power

to furnish us with some further particulars of the nature desired by the District Attorney, with a view to facilitate his enquiries.

I have, &c.
(Signed) R. PAKENHAM.

The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.

Enclosure 1 in No. 62.

Mr. Pakenham to Mr. Buchanan.

SIR,

Washington, July 7, 1845.

REPORTS have reached the British Government, which afford reason to believe that, in more than one instance, during the last 15 years, vessels belonging to the Bahama Islands, with crews of coloured persons, have been purposely wrecked on the coast of Florida, and the crews sold as slaves.

The following three vessels are those which are most generally believed, at the Bahama Islands, to have been thus feloniously destroyed:—

1. The "Three Sisters," of Ragged Island, Gregorio del Sol, (Spaniard, of Florida,) Captain; crew 12 men.

2. The "Alexander," Crudden, Master, of Nassau; crew, 6 men.

3. Sloop "Jane," of Nassau, Thomas Crowden, Master; crew, Joe Gordon, Brister Bethel, Thomas Fulford, R. Adams, Henry Mather, all free men of colour; passenger, a Mr. Williams, from Watling's Island, with five slaves or servants.

The widow of the owner of this vessel, a Mrs. Talford, who resides at Nassau, states, that the Captain ran away with the vessel and cargo, and that she has been informed that he sold the crew at the entrance of St. John's river. Her belief is, that the passenger, Mr. Williams, who illegally carried off five of his own labourers, was the chief instigator of the crime. This vessel's clearance was in November 1830.

Her Majesty's Government well know that the Government of the United States will be no less anxious than Her Majesty's Government that everything connected with transactions so highly criminal should be brought to light; and, above all, that the unfortunate persons who are supposed to be illegally detained as slaves, under the circumstances above explained, should be restored to liberty.

I have, accordingly, been instructed to communicate to you the information which Her Majesty's Government have received upon this subject, and to suggest to the Government of the United States the propriety of taking such steps as, according to the constitution, may appear to be right and necessary, to ascertain the particulars, and to secure the ends of justice, in the cases referred to.

I have, &c.
(Signed) R. PAKENHAM.

Hon. J. Buchanan,
&c. &c.

Enclosure 2 in No. 62.

Mr. Buchanan to Mr. Pakenham.

SIR,

Washington, August 18, 1845.

I DULY received your note of the 7th ultimo, stating that reports have reached the British Government which afford reason to believe, that in several instances during the last 15 years, vessels belonging to the Bahama Islands, with crews of coloured persons, have been purposely wrecked on the coast of Florida, and the crews sold as slaves; and suggesting to this Government the propriety of taking proper steps to ascertain the particulars, and to secure the purposes of justice, in the three several cases therein mentioned.

Soon after the receipt of your communication, a copy of it was transmitted to Mr. Douglas, the Attorney of the United States for the Eastern District of Florida, requesting him to institute a most strict and careful enquiry into the facts and circumstances of those cases, with the view of obtaining all the information neces-

sary; and if, on examination, there should prove to be grounds for the reports you have mentioned, to adopt such measures as he might judge best calculated to secure the ends of justice, and vindicate the violated laws of the country.

I have now the honour of forwarding to you the transcript of a letter on the subject, just received from Mr. Douglas, and of inviting your attention to the portion of it asking for more detailed information in relation to these cases.

If you have it in your power to supply this information, and will communicate it to the Department, I shall lose no time in transmitting it to Mr. Douglas, in order to facilitate his enquiries.

The Undersigned, &c.

(Signed) JAMES BUCHANAN.

The Right Hon. R. Pakenham,
&c. &c.

Enclosure 3 in No. 62.

Mr. Douglas to Mr. Buchanan.

SIR,

Jacksonville, August 8, 1845.

YOUR communication of the 15th ultimo, in which you state, that in a letter, addressed to your Department by the British Minister at Washington, on the 7th instant, (a copy of which you enclosed to me,) he states, that reports have reached the British Government which afford reason to believe, that in more than one instance during the last 15 years, vessels belonging to the Bahama Islands, with crews of coloured persons, have been purposely wrecked on the coast of Florida, and the crews sold as slaves; that Mr. Pakenham particularly refers to three cases—the “Three Sisters,” the “Alexander,” and the sloop “Jane”—as vessels which are most generally believed at the Bahama Islands to have been thus feloniously destroyed, and in which you request that I will institute a most strict and careful enquiry into the facts and circumstances of these several cases, &c., was duly received, and the enquiry you wish shall be immediately instituted. It will, however, require some time, and be attended, I apprehend, with considerable expense, to make it effectual. It covers a long space of time, and, with the exception of the case of the sloop “Jane,” is very indefinite. I would respectfully suggest, that by furnishing me with the time when these vessels respectively sailed from the Bahama Islands, the place or places whence they sailed, and the times and places where they are supposed to have been respectively wrecked, the enquiry might be thereby greatly facilitated. By our late Indian war, the settlements upon the coast of Florida were all broken up, and the settlers dispersed; and during its continuance most of these people died, were killed by the Indians, or left the country, which adds greatly to the difficulties of such an investigation.

With, &c.

Hon. J. Buchanan,
&c. &c.

(Signed) THOMAS DOUGLAS.

No. 63.

(Extract.)

Mr. Pakenham to the Earl of Aberdeen.

Washington, September 13, 1845.

(Received September 29.)

MY LORD,

WITH reference to your Lordship's Despatch, Slave Trade, of 9th July last, I have the honour herewith to lay before your Lordship, copies of letters from Her Majesty's Consuls at New York and Baltimore, communicating the result of the enquiries which I requested them to make, respecting the persons belonging to the American vessels “*Sea Eagle*” and “*Agnes*,” who, it was stated, in a letter addressed to Her Majesty's Envoy in Brazil, by Mr. Wise, the United States Minister in that country, were to be sent to the United States for trial, on a charge of slave trading.

Your Lordship will perceive, that the Master and crew of the “*Sea Eagle*” arrived at New York in the usual condition, not in duress or as prisoners; and that no intention was entertained by the officers to whom it would appertain to institute

legal proceedings against them ; but that it was contemplated to use some of them as witnesses in some other case.

With respect to the "*Agnes*," it will be seen from one of the enclosures to Mr. M'Tavish's letter, that the Master of that vessel had been tried in the State of Delaware on a charge of slave trading, and acquitted.

It will also be seen, from another paper transmitted by Mr. M'Tavish, that a certain Captain Thomas Duling, of a vessel called "*Washington Barge*," had been held to trial at Philadelphia on a charge of being concerned in Slave Trade.

This is doubtless the person mentioned in the Despatch from Her Majesty's Vice-Consul at Bahia, a copy of which was transmitted for communication to the Government of the United States with your Lordship's Slave Trade Despatch of 2nd July. I will endeavour to ascertain for your Lordship's information, what has been the result of the proceedings thus instituted against Captain Duling.

I must not omit to mention, that in a letter which I have received from Her Majesty's Consul at Philadelphia, in answer to my enquiry respecting the cases of the "*Sea Eagle*" and "*Agnes*," he says, that no persons belonging to either of those vessels had arrived at that port, that "the District Attorney however expected them, and was prepared, whenever they arrived, to institute proceedings against them."

Mr. Buchanan told me the other day, that he lamented the acquittal of the man who had been tried in Delaware, which, he said, had been contrary to evidence, and to the Judge's charge.

The case of the "*Sea Eagle*," he said, had been committed to the District Judge of New York, in whose zeal and integrity he seemed to feel confidence.

I propose to mention what Mr. Buchanan has said upon this point to Mr Consul Barclay, in order, if possible, to obtain a knowledge of the exact state of the case.

Perhaps some further instructions may have been sent upon the subject to the District Judge, since Mr. Barclay obtained the information communicated by his letter.

I have, &c.

(Signed) R. PAKENHAM.

The Right Hon. the Earl of Aberdeen, K.T.

&c.

&c.

&c.

Enclosure 1 in No. 63.

Mr. Barclay to Mr. Pakenham.

SIR,

New York, August 4, 1845.

I HAVE the honour to acknowledge the receipt of your letter of the 2nd instant, desiring me to give you information whether any persons formerly forming part of the crew, either of the American vessel "*Sea Eagle*," or of the "*Agnes*," also American, stated to have been arrested and examined at Rio Janeiro, and to be destined to be sent to the United States, with a view to the institution of legal proceedings against them, have arrived at New York ; and if so, what had been the result of any proceedings which may have been instituted against them.

I have ascertained most conclusively, that the Master and crew of the "*Sea Eagle*" arrived at this port on board that vessel in the usual condition, not in duress or as prisoners ; that no intention has been entertained by the officers here, to whom it would appertain, to institute legal proceedings against them ; but it is contemplated to use some of them as witnesses in some other case.

The "*Agnes*" has not arrived here ; nor is it known by the same officers, that any of her crew have arrived.

I have, &c.

(Signed) ANTHONY BARCLAY.

The Right Hon. R. Pakenham,

&c.

&c.

Enclosure 2 in No. 63.

Mr. M'Tavish to Mr. Pakenham.

SIR,

Baltimore, September 9, 1845.

I HAVE the honour to state, in reply to your Despatch of August 2nd, that no legal proceedings have taken place in the courts of this district, against the crews of either of the American vessels "*Sea Eagle*" or "*Agnes*."

It appears, however, by a newspaper extract, herewith enclosed, that the Master of the "*Agnes*" was lately tried in the adjoining State of Delaware, on a charge for aiding in the transportation of slaves from the coast of Africa; of which charge he was acquitted on Tuesday the 2nd instant. It will be seen also, from the accompanying copy of a note which I have just received from the United States District Attorney, that a portion of the crew of the brig "*Agnes*," retained here in custody as witnesses, were delivered over to the Marshal of Delaware, on a requisition from the Attorney of that district, but that no portion of the crew of the "*Sea Eagle*," nor any of the officers of that vessel, were brought to this port under warrant of the American Consul at Rio de Janeiro, for the offences spoken of by Mr. Wise.

I have, &c.

The Right Hon. R. Pakenham,
&c. &c.

(Signed) JOHN M'TAVISH

Enclosure 3 in No. 63.

Mr. Marshall to Mr. M'Tavish.

SIR,

Baltimore, September 9, 1845.

SOME confusion in my recollection of the names of the different vessels concerned in the papers of Mr. Wise, obliged me to refer to those papers, and has occasioned some delay of my reply to your communication of yesterday. No portion of the crew of the "*Sea Eagle*," nor were any of the officers of that vessel brought to this port, under arrest of the American Consul, for the offences spoken of by Mr. Wise. I am not aware of the fact, that any persons belonging to that vessel have been arrested at all.

Captain Hiram Gray, of the "*Agnes*," was arrested and brought for trial into the Delaware District, and a portion of the crew of that vessel, detained as witnesses against him, arrived in this port, and were held in custody here, as witnesses, until delivered, sometime in the month of June, to the Marshal of Delaware, upon the requisition of the Attorney of that district.

I have, &c.

J. M'Tavish, Esq.
&c. &c.

(Signed) W. L. MARSHALL.

Enclosure 4 in No. 63.

Extracts from the Baltimore Sun, of September 3 and September 4, 1845.

CHARGE OF SLAVE DEALING.—Captain Thomas Duling was on Monday taken before Recorder Vaux, at Philadelphia, and held to bail in the sum of 5,000 dollars, for a further hearing yesterday morning, on a charge of being concerned in the Slave Trade. The accusation is founded on certain documents transmitted to the Government by the American Consul at Rio de Janeiro, and charges the defendant with a violation of the 2nd and 3rd sections of the Act of Congress of the 10th of May, 1800, while commanding an American vessel called "*Washington's Barque*."

ACQUITTED.—The trial of Captain Hiram Gray, of New Castle, Delaware, late Master of the brig "*Agnes*," charged with aiding in the transportation of slaves from the coast of Africa, was brought to a conclusion on Tuesday, and the jury returned to court, after an absence of 11 hours, with a verdict of "not guilty."

No. 64.

*Mr. Pakenham to the Earl of Aberdeen.**Washington, September 28, 1845.
(Received October 15.)*

MY LORD,

I HAVE had the honour to receive your Lordship's Despatch of the 26th August.

I have read to the United States Secretary of State the papers transmitted therewith, being, first, copies of a correspondence between Commodore Jones, commanding Her Majesty's squadron on the west coast of Africa, and Commodore Perry, of the United States navy, respecting an offer made by the American Commodore for the burial of British subjects in American cemeteries in the Cape Verd islands; and, second, copies of a correspondence between Commodore Jones and Commodore Skinner, of the United States navy, on the subject of the alleged visit of the United States barque "*Madonna*," by officers from Her Majesty's ship "*Lily*."

I have not omitted to express the thanks of Her Majesty's Government, for Commodore Perry's obliging offer respecting the burial-ground.

With respect to the other correspondence, I have thought it better not to give copies of it to the United States Government until the case is made complete by the report which the Commander of the "*Lily*" has been called upon to furnish of all the particulars of the transaction referred to.

I have, &c.

(Signed) R. PAKENHAM.

The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.

No. 65.

*Mr. Pakenham to the Earl of Aberdeen.**Washington, September 28, 1845.
(Received October 15.)*

MY LORD,

I AM informed by Mr. Peter, Her Majesty's Consul at Philadelphia, in answer to an enquiry which I addressed to him on the subject, that an American vessel, called the "*Albert*," has arrived at Philadelphia, from Bahia, under charge of an officer of the United States navy, having been detained on a charge of slave trading; and that the Mate, cook, and several of the crew of a vessel called "*Washington's Barque*" (or "*Barge*") have been brought home prisoners in the "*Albert*," and are to be tried in the course of a few days, on a charge of being concerned in the Slave Trade. Also, that the Master of the "*Washington's Barque*" has been arrested at Philadelphia, and will be tried with the other prisoners above-mentioned.

I have, &c.

(Signed) R. PAKENHAM.

The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.

No. 66.

The Earl of Aberdeen to Mr. Pakenham.

SIR,

Foreign Office, October 20, 1845.

I HEREWITH transmit to you, for communication to the United States Government, an extract from a letter recently received by Her Majesty's Government, reporting that the United States vessel "*Hazard*," Goodridge, Master, had been sold by him to a slave trader at Whydah, and had immediately afterwards sailed from that port with 370 slaves on board.

I am, &c.

(Signed) ABERDEEN.

The Right Hon. R. Pakenham,
&c. &c.

CLASS D.

Enclosure in No. 66.

(Extract.)

Mr. Hutton to Lord Stanley.

MY LORD,

Walling Street, September 19, 1845.

ABOUT three months ago, an American vessel called the "*Hazard*," commanded by a man named Goodridge, arrived at Whydah, with a merchantable cargo on board, besides 30,000 dollars in specie. The Master and commander, Goodridge, being likewise part owner of the ship, after landing the cargo to the slave trader to whom it was consigned, sells his vessel to the same party; the American crew (Goodridge included) are discharged, and, in consideration, receive three months' pay in advance; a new crew consisting of Portuguese, is put on board; and within 24 hours of the "*Hazard's*" arrival at Whydah, she leaves that place with 370 slaves on board of her.

The Right Hon. Lord Stanley,
&c. &c.

I have, &c.
(Signed) W. M. HUTTON.

No. 67.

*Mr. Pakenham to the Earl of Aberdeen.**Washington, October 29, 1845.**(Received November 19.)*

MY LORD,

WITH my Despatch, marked Slave Trade, of 13th September, I had the honour to transmit a copy of a note which I had received from the United States Secretary of State, enclosing a copy of a report from the Attorney of the United States for the Eastern District of Florida, on the subject of the supposed felonious introduction of negroes into that part of the country from the Bahamas, for the purpose of being sold as slaves.

I have now the honour to enclose a copy of a note received a few days ago from Mr. Buchanan, enclosing a copy of a further report from the Attorney for the Eastern District of Florida, in which it is stated, that after the most diligent and attentive enquiries, he has not been able to learn that any such cases have occurred upon the coast of any part of Eastern Florida for the last 19 years; and your Lordship will perceive, that Mr. Buchanan seems to consider Mr. Douglas's report to contain a satisfactory refutation of charges, reflecting so much discredit on the humanity of the inhabitants of the eastern coast of Florida.

The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.

I have, &c.
(Signed) R. PAKENHAM.

Enclosure 1 in No. 67.

Mr. Buchanan to Mr. Pakenham.

SIR,

Washington, October 22, 1845.

REFERRING to my note of the 18th of August last, acknowledging the receipt of your communication of the 7th July, and transmitting a copy of the reply received from the United States Attorney for the Eastern District of Florida, (to whom a copy of your communication had been sent,) in which he requested to be furnished, if possible, with more detailed information respecting the cases therein mentioned, I have now the honour to transmit to you an extract from a letter just received at this Department from the same officer, from which it appears, that after the most diligent and attentive enquiry, he has been unable to learn that any cases of the kind referred to have occurred upon that coast within the period of 19 years past, during all of which time he has held the office of United States Attorney for that District; that he has certainly never heard of the occurrence of any such

cases within that time; and that the general result of his enquiries leads him to believe, that no such cases have occurred there.

Hoping that Her Majesty's Government will find in the report of Mr. Douglas a satisfactory refutation of charges reflecting so much discredit on the humanity of the inhabitants of the eastern coast of Florida,

I avail, &c.

(Signed) JAMES BUCHANAN.

The Right Hon. R. Pakenham,
&c. &c.

Enclosure 2 in No. 67.

Mr. Douglas to Mr. Buchanan.

SIR,

Jacksonville, Florida, October 8, 1845.

AGREEABLY to the request contained in your letter to me of 15th July last, which was accompanied by the copy of a letter from Mr. Pakenham, the British Minister, to you, under date of the 7th of the same month, in which he says, that reports have reached the British Government, which afford reason to believe, that in more than one instance during the last 15 years, vessels belonging to the Bahama Islands, with crews of coloured persons, have been purposely wrecked on the coast of Florida, and their crews sold as slaves; and in which the three following are named as those which are most generally believed, at the Bahama Islands, to have been thus feloniously destroyed. First, the "Three Sisters," of Ragged Island, Gregorio del Sol, (Spaniard, of Florida,) Captain; crew 12 men. Second, the "Alexander," Crudden, Master of Nassau; crew six men. Third, sloop "Jane," of Nassau, Thomas Crowden, Master; crew, Joe Gordon, Brister Bethel, Thomas Fulford, R. Adams, and Henry Mather, all free men, which last crew, Mrs. Fulford, the widow of the owner of the sloop "Jane," has, it seems, been informed were sold (as well as the sloop "Jane") at the mouth of the St. John's river, by the said Thomas Crowden, the Master thereof. This vessel's clearance, he states, was in November 1830. I instituted a most strict and careful enquiry into the facts and circumstances of these several cases (and especially in regard to the sloop "Jane" and her crew) with the view of obtaining all the information necessary to a full and perfect understanding of them; and I have not, after the most diligent and attentive enquiries, been able to learn that any such cases have occurred upon the coast of any part of the district of East Florida within 15 years, or indeed at any time within 19 years past, during all of which time I have held the office of Attorney of the United States for this district; I certainly have never heard of the occurrence of any such case here during that period; nor have I found any person who has. Had any such case occurred, I deem it almost a matter of impossibility, that it should have entirely escaped my notice. This, together with the general result of my enquiries, leads me to believe, that no such cases have occurred on this part of the coast.

With great, &c.

Hon. J. Buchanan,
&c. &c.

(Signed) THOMAS DOUGLAS.

No. 68.

Mr. McLane to the Earl of Aberdeen.

38, Harley Street, Cavendish Square,
November 20, 1845.

(Received November 21.)

THE Undersigned &c. &c. has the honour to acquaint the Earl of Aberdeen, &c. &c. that he duly transmitted to his Government Lord Aberdeen's communication of the 15th September last, relating to the claims put forward by Messrs. Gillman, Small, and Co., for compensation for loss of their property destroyed in Africa in April 1841, by a force from Her Majesty's vessels, and proposing to recommend to Her Majesty's Treasury to pay 1706 dollars and 60 cents, or their value in sterling money; if, after due communication with his Government and

the parties concerned, the Undersigned shall agree to receive that sum, according to the view taken by Her Majesty's Government.

The Undersigned is now instructed to inform the Earl of Aberdeen, that after due communication with the parties, Messrs. Gillman, Small, and Co., the persons putting forward the claim, have notified to the Secretary of State their willingness to accept the sum proposed in Lord Aberdeen's communication, in indemnification of the injury sustained by them on the occasion referred to; and further, to acquaint Lord Aberdeen of the Undersigned's readiness to receive the said amount, for the purpose of remitting it to the Department of State, to be handed over to the parties interested.

The Undersigned, &c.

(Signed) LOUIS M'LANE.

The Right Hon. the Earl of Aberdeen, K. T.
&c. &c. &c.

No. 69.

The Earl of Aberdeen to Mr. M'Lane.

Foreign Office, December 2, 1845.

THE Undersigned &c. &c. has to acknowledge the receipt of the note which Mr. M'Lane &c. &c. addressed to him on the 20th ultimo, on the subject of the claim of Messrs. Gillman, American citizens, for the value of goods destroyed in Mrs. Lightbourne's factory, on the coast of Africa; and has the honour to acquaint Mr. M'Lane, in reference thereto, that the Lords of Her Majesty's Treasury have been moved to pay to Mr. M'Lane, or his Assigns, the sum of 1706 dollars 60 cents, or their value in sterling money, on account of Messrs. Gillman, owners of the goods destroyed.

The Undersigned, &c.

(Signed) ABERDEEN.

The Hon. Louis M'Lane,
&c. &c.

No. 70.

The Earl of Aberdeen to Mr. Pakenham.

Foreign Office, December 4, 1845.

SIR,

WITH reference to your Despatches of the 26th Eebruary and 28th April, enclosing copies of a Message from the late President of the United States to Congress, upon the subject of the Slave Trade, and of the correspondence which accompanied that Message, I herewith transmit to you a copy of a Despatch which I have addressed to Her Majesty's Envoy at Rio de Janeiro, directing him to reply to the letter which on the 1st of December in last year he received from Mr. Wise, the United States Minister in Brazil, and which is printed at pages 55—63 of the correspondence above referred to.

You will furnish a copy of that Despatch to the United States Government, and you will state to Mr. Buchanan, that you do so, in consequence of the publicity and authority which has been given to Mr. Wise's letter by the Message of the late President, and especially with reference to the statement of Mr. Tyler, that "the practical operation of the policy adopted by Great Britain in regard to captured negroes, is, that they are, in British colonies, reduced to a state of virtual slavery for a term of years, under the name of apprentices."

Moreover, you will invite the United States Government, if the facts stated in the Despatch do not convince them that the late President came to a hasty conclusion on that point, to satisfy themselves upon it by an enquiry in any British colony in the West Indies in which they have Consular Agents, or to which they may choose to send agents to conduct such an enquiry. And you will assure Mr. Buchanan, that the utmost facilities will be given to any persons engaging in such enquiries under the instructions of the American Government.

I am, &c.

The Right Hon. R. Pakenham,
&c. &c.

(Signed) ABERDEEN.

Enclosure in No. 70.

The Earl of Aberdeen to Mr. Hamilton, December 4, 1845.

(See Class B., No. 317, page 375.)

No. 71.

*The Earl of Aberdeen to Mr. M'Lane.**Foreign Office, December 13, 1845.*

THE Undersigned, &c. &c. had the honour to receive the note which was addressed to him on the 7th of January last by Mr. Everett, enclosing a copy of a protest made by the commander of the American vessel "*Joseph Cowperthwaite*," who complains, that his vessel had been searched by the Governor of Cape Coast Castle, in Cape Coast Castle roads; that the Governor had detained him during the search for six hours; that that detention of six hours was the cause of a further loss of time of 30 hours in getting to Elmina, and prevented him from having a commercial intercourse with that place.

The Master further complains of Governor Hill's refusal to give him a certificate of his detention; and he protests against all damages that may result during his voyage, and until his return to Bahia, from the detention referred to.

The Undersigned transmitted a copy of the note from Mr. Everett, and of its enclosure to the Secretary of State for the Colonial Department, who directed the Lieutenant-Governor of Cape Coast Castle to state the particulars of the transaction as they occurred; and Her Majesty's Government having now received his report, the Undersigned has the honour to communicate to Mr. M'Lane, &c. &c. the substance thereof.

It appears from Governor Hill's statement, that on the night of the 4th of April, 1844, the vessel arrived and anchored within British jurisdiction at Cape Coast Castle; that in the morning it was reported to him, that she had several Portuguese or Spanish subjects on board—a circumstance which he considered as a ground of suspicion that she might be engaged in Slave Trade; and that he therefore held it to be his duty, under the Act 5 Geo. IV., cap. 113, to visit her, (she being, it should be always recollected, within British jurisdiction;) that he found by her register that she was owned by William J. Smith and Joseph S. Cobb, of Philadelphia; and that she was chartered on that voyage by Antonio Gomez and Co., of Bahia, to take a cargo to Lagos and Whydah, and return to Bahia; that her crew consisted of five American citizens besides the Master, but that she had also on board 11 Portuguese, Spanish, or Brazilian passengers, who had charge of the cargo; that she had no bill of lading, manifest, or clearance from Bahia; that the Master professed perfect ignorance of what was on board, but referred Governor Hill to the passengers.

The Governor reports, that the crew appeared dissatisfied with their voyage, and begged him to examine the articles they had signed, intimating that they had not shipped with the understanding of coming to Africa; that he could, however, discover nothing incorrect in the document itself, though there was some suspicion expressed by the crew that the countries they engaged to visit had been filled in in the Articles after they had been induced to sign the document.

Governor Hill admits that the Master is quite correct in stating that he caused the hatches to be opened, and a part of the cargo to be taken on deck. But Governor Hill conceives that he was justified in this proceeding, inasmuch as the vessel, of her own accord, anchored within British jurisdiction, for the purpose of obtaining canoes and canoe-men to take to Whydah and Lagos, two notorious Slave Trade haunts; as she had 11 persons on board, in charge of a cargo bound to those Slave Trade haunts; and as she was, moreover, unprovided with a bill of lading, manifest, or clearance from the port of sailing; and inasmuch as these several circumstances could not otherwise but excite very strong suspicion that she was engaged in the Slave Trade.

Governor Hill reports, that he was aware that the "*Joseph Cowperthwaite*," if truly and *bonâ fide* under the flag of the United States of America, on the high seas, would not have been subject to examination and search by a British officer,

on account of being suspected of slave trading; but he adds, that when she arrived within the jurisdiction of Cape Coast Castle, she immediately became amenable to British laws; and that if he had discovered anything on board her that could have been considered as *prima facie* evidence of her employment in the Slave Trade, it would have been his duty to place her and the persons on board her before a British tribunal for adjudication.

With respect to the Master's statement, that he was detained six hours, Governor Hill observes, that his stay in the roads of Cape Coast Castle was not more than six hours altogether, from his arrival at daylight to the time of his departure, as his vessel was ordered away before noon of the same day, during which time the examination had taken place.

With respect to the Master's complaint, that Governor Hill refused to give him a certificate of having detained him, Governor Hill states, that he truly believes that the Master made no such request; but, even if the Master had done so, that he could not have complied with it, because, so far from the vessel being detained, she was ordered away.

With respect to the statement of Mr. Sturdivant, that he was in possession of a document from the Governor of Elmina, to the effect, that he was prevented, owing to the search by Governor Hill, from having commercial intercourse with that place, the Undersigned has to observe, that the Master does not appear to have produced the document referred to; and it appears doubtful, from the correspondence which passed in this case between Governor Hill and Governor Vander Eb, a copy of which is enclosed, whether such document could have been furnished.

The Undersigned trusts that Mr. M'Lane will agree with him in considering that the circumstances of this case show that no blame attaches to Governor Hill on account of the search which he felt it his duty to institute with respect to the vessel in question.

The Undersigned, &c.

(Signed)

ABERDEEN.

The Hon Louis M' Lane,
&c. &c.

Enclosure 1 in No. 71.

Lieut.-Governor Hill to Governor Vander Eb.

SIR,

Cape Coast Castle, April 4, 1844.

A BRIG, under the flag of the United States of America, named the "*Joseph Cowperthwaite*," anchored off this settlement this morning, and wanted canoes to go down to Whydah and Lagos to discharge her cargo.

This vessel is chartered from Bahia to return to Bahia, and under the control of a Supercargo and several consignees, Portuguese and Spanish or Brazilian subjects, who are on board the vessel, to the number of 11 persons.

The trade of this vessel is so very suspicious, that I have thought it necessary to prohibit her trading to the British ports; and I hope, should she proceed to Elmina, your Excellency will not allow her receiving any countenance that may in any way tend to promote the illicit Slave Trade, which, there is every reason to believe, the "*Joseph Cowperthwaite*" is at present engaged in.

This vessel has no manifest or bills of lading from the port of Bahia, nor is there the slightest probability of her receiving from the consignees a legal cargo for Bahia.

I have, &c.

(Signed)

H. W. HILL,

Lieutenant-Governor.

His Excellency Governor Vander Eb,
&c. &c.

Enclosure 2 in No. 71.

Governor Vander Eb to Lieut.-Governor Hill.

SIR,

St. George d'Elmina, April 5, 1844.

I HAD yesterday evening the honour duly to receive your Excellency's letter of the 4th instant.

Gratifying was the information respecting the "*Joseph Cowperthwaite*" to me; and I request your Excellency to accept my thanks relative to this.

Should this vessel appear in our roadstead, then she is to be ordered off; this being the only medium I can most regularly adopt against her. The canoe-trade is forbidden to vessels which appear suspicious.

I have, &c.
(Signed) A. VANDER EB.

His Excellency H. W. Hill,
&c. &c.

Enclosure 3 in No. 71.

Lieut.-Governor Hill to Governor Vander Eb.

SIR,

Cape Coast Castle, April 5, 1844.

I BEG to tender you my sincere thanks for your letter of this day's date, in reply to my communication of yesterday, respecting the brig "*Joseph Cowperthwaite*."

I now observe that vessel standing towards Elmina, with a canoe towing astern of her. I shall be very much obliged to your Excellency, if you will send this canoe and the men to me, should it prove to be a Cape Coast boat, as all communication with this vessel was interdicted by me yesterday. A native of this town, named Amoe Cudjoe, *alias* Cudjoe Taykee, attempted to communicate with some of the Portuguese on board this vessel yesterday; and he is now missing, and supposed to have left this for Elmina during the night, and he may probably have got a boat at Elmina to go on board the "*Joseph Cowperthwaite*."

I am confident, your Excellency will endeavour to discover if this man is at Elmina, and guilty of communicating with this suspected vessel.

I have, &c.
(Signed) H. W. HILL,
Lieutenant-Governor

His Excellency Governor Vander Eb,
&c. &c.

Enclosure 4 in No. 71.

Governor Vander Eb to Lieut.-Governor Hill.

SIR,

St. George d'Elmina, April 6, 1844

YESTERDAY NOON I had the honour to receive your Excellency's esteemed letter of that date, concerning Amoe Cudjoe. Immediately I sent a canoe off to the "*Cowperthwaite*," in order to fetch him and his fellows; but before my canoe was alongside, *alias* Taykee had ridden himself with his people from aboard, and made choice of sea leewards, and probably will now be at your place. This occurrence gives, however, a sure cause particularly to suspect the said brig, as the Captain positively denied having had a canoe from Cape Coast, with Taykee on board.

In the course of last night, I still had the "*Joseph Cowperthwaite*" to quit the roadstead.

I have, &c.
(Signed) A. VANDER EB.

His Excellency H. W. Hill,
&c. &c.

No. 72.

*Mr. Pakenham to the Earl of Aberdeen.**Washington, November 27, 1845.
(Received December 17.)*

MY LORD,

I HAVE communicated to the United States Secretary of State the extract from a letter recently received by Her Majesty's Government, reporting that the United States vessel "*Hazard*," Goodridge, Master, had been sold to a slave trader at Whydah, and had immediately afterwards sailed from that port, with 370 slaves on board; which extract was enclosed with your Lordship's Despatch of 20th of October.

I have, &c.
(Signed) R. PAKENHAM.

The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.

No. 73.

*Mr. Pakenham to the Earl of Aberdeen.**Washington, November 27, 1845.
(Received December 17.)*

MY LORD,

IN my Despatch of 28th of September, I had the honour to mention to your Lordship, on the authority of Mr. Peter, Her Majesty's Consul at Philadelphia, that a person of the name of Duling, late Master of a vessel called the "*Washington Barge*," had been arrested at Philadelphia, and was about to be tried on the charge of slave trading.

I have now the honour to acquaint your Lordship, that I have received a further letter from Mr. Peter, with a detailed report of the trial of Captain Duling, which ended in a verdict of acquittal.

I have, &c.
(Signed) R. PAKENHAM.

The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.

No. 74.

*Mr. Pakenham to the Earl of Aberdeen,**Washington, November 27, 1845.
(Received December 17.)*

MY LORD,

I HAD the honour to mention, in my Despatch of the 13th of September, that I had transmitted to the Governor of the Bahama Islands a copy of Mr. Buchanan's note of the 18th of August, with the paper enclosed with it, being a copy of a letter from the Attorney of the United States for the Eastern District of Florida, on the subject of the supposed introduction of coloured persons from the Bahamas for the purpose of being sold as slaves,—in the hope that his Excellency might be able to furnish us with some further particulars of the nature desired by the District Attorney, with a view to facilitate the enquiry which he was about to institute respecting the criminal transactions therein referred to.

I have now the honour to enclose for your Lordship's information, a copy of a letter which I received on the 10th of this month, from the Governor of the Bahamas, in answer to my letter of the 9th of September; and I shall be glad to receive your Lordship's instructions as to whether, in consequence of the contents of this letter, a further representation upon the subject ought to be made to the United States Government, considering the very positive statement contained in Mr. Buchanan's communication of the 22nd of October, which I had the honour to transmit with my Despatch of the 29th of that month, to the effect, "that after the most diligent and attentive enquiry, he (the District Attorney) had been unable to learn, that any cases of the kind referred to had occurred upon that coast within the period of 19 years past."

The delay which will be occasioned by waiting for your Lordship's further instructions upon this subject, will appear to be of the less importance, when it is recollected, that upwards of six years have already passed since the conversation took place to which Governor Mathew refers, as furnishing a clue to the detection of the persons implicated in the alleged felonious transactions.

I have, &c.
(Signed) R. PAKENHAM.

The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.

Enclosure in No. 74.

Governor Mathew to Mr. Pakenham.

SIR,

Nassau, November 10, 1845.

I HAVE the honour to acknowledge the receipt of your communication of 9th September, with reference to certain of Her Majesty's subjects formerly resident in the Bahamas, and now supposed to be illegally held in slavery in the Floridas.

I regret much to have to state to you that I have not succeeded in obtaining any further information upon this subject, owing chiefly to the emigration, which has lately greatly diminished the population of these islands in favour of Demerara and Honduras. I apprehend, however, that the Government of the United States, if properly served by their law officers in the Floridas, will not experience any difficulty in obtaining the requisite knowledge of these illegal transactions, which, I have reason to believe, were the subject of common notoriety in the neighbourhood where they occurred, and of boast on the part of those concerned in them.

The statement of the present Chief Justice of the Bahamas is specific with respect to one of these cases. In July 1839, he slept at the house of a Mr. Taylor, a magistrate, near the mouth of the river St. John, in East Florida, and was told by this person, that a Bahama vessel had been purposely wrecked near there, some time previous; that the crew were sold as slaves, and were then residing near him; and that he, Taylor, had the chief management of the transaction.

I have, &c.
(Signed) GEO. B. MATHEW.

The Right Hon. R. Pakenham,
&c. &c.

No. 75.

Mr. M'Lane to the Earl of Aberdeen.

*38, Harley Street, Cavendish Square,
December 27, 1845.
(Received December 27.)*

THE Undersigned, &c. &c. has the honour to acknowledge the receipt of the note of the Right Honourable the Earl of Aberdeen, &c. &c. in reply to the note of Mr. Everett, dated the 7th of January last, enclosing a protest made by the Commander of the American vessel "*Joseph Coperthwaite*," complaining that his vessel had been searched by the Governor of Cape Coast Castle, in Cape Coast Castle roads.

The Undersigned will take the earliest opportunity of transmitting to his Government the note of the Earl of Aberdeen, in order that he may be furnished with such instructions as the facts of the case may appear to warrant.

The Undersigned, &c.

(Signed) LOUIS M'LANE.

The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.

CLASS D.

No. 76.

The Earl of Aberdeen to Mr. Pakenham.

SIR,

Foreign Office, December 29, 1845.

I HAVE received your Despatch of the 29th ultimo, enclosing a copy of a letter dated the 10th of November, which you have received from the Government of the Bahamas, respecting the supposed introduction of coloured persons from those islands into Florida, there to be sold as slaves.

You enquire whether, in consequence of the contents of that letter, a further representation upon the subject should be made to the United States Government.

In reply I have to observe, that the letter states no facts beyond what have been already communicated to you, either from this office or by Her Majesty's Consul at Savannah. Nevertheless, as the statement made by the Chief Justice of the Bahamas, to which Governor Mathew again calls attention, has not been communicated to Mr. Buchanan, and as it furnishes the name of a person resident in the United States, who is stated to have been a principal party in the alleged transactions, it will be your duty to convey the information, such as it is, to the United States Government, with reference to what has already passed upon the subject.

The Right Hon. R. Pakenham,
&c. &c.

I am, &c.
 (Signed) ABERDEEN.

No. 77.

The Earl of Aberdeen to Mr. Pakenham.

SIR,

Foreign Office, December 29, 1845.

I HAVE to refer you to my Despatch of the 3rd of June last, in which you were directed to enquire what steps had been taken by the United States Government in execution of Article IX. of the Treaty of Washington, and to the reply which you addressed to me on the 8th of August following.

From the note of Mr. Buchanan, enclosed in that reply, it appeared that the Ministers of the United States at Rio de Janeiro have, since August 1843, been in possession of instructions to hold themselves in readiness to unite with the British Minister "in all becoming representations and remonstrances" which it might be necessary to make to the Brazilian Government upon the subject of the Article in question.

It does not appear that any such instructions have been addressed to the United States Minister at Madrid.

You rightly observed, that Spain and Brazil were the only Powers within whose dominions markets for the sale of newly imported Africans were allowed to exist.

With respect to the former country, I have the satisfaction of informing you, that the hope which Her Majesty's Government have always been anxious to repose in the good faith of the Spanish Government, and which, notwithstanding adverse appearances, they have never altogether abandoned, has, by the reports received from Cuba during the last year, been happily justified.

The representations which Her Majesty's Government have from time to time been compelled to address to the Government of Spain respecting the encouragement given to the Slave Trade, and the ready market offered for slaves in that island, are already known to Mr. Buchanan, through the Papers relative to the Slave Trade which have been laid before Parliament, and which are in his possession. I now enclose to you copies of the latest of the reports above referred to, from Her Majesty's Commissioners at the Havana, and from the Commanding Officer of the West India station, from which it may be presumed that these remonstrances have not been without effect. And I do not doubt, that under the circumstances set forth in these reports, Mr. Buchanan will concur in the opinion, that any united representation from the Governments of Great Britain and the United States to that of Spain, respecting the importation of slaves into Cuba, is, for the present at least, uncalled for, and inadvisable.

With respect to Brazil, the case is different. The slave traders on the African coast, notwithstanding that the markets of Cuba have now been closed to them, continue as active, if not as successful, as ever. It is obvious, therefore, even were there not other proofs of the fact, that it is to Brazil that they look for their profits, and that the feebleness or indifference with which the laws of that Empire against the Slave Trade are administered, is their chief encouragement.

The Reports of the Minister of the United States at Rio de Janeiro, who has shown so much zeal and intelligence in tracing the machinations of the slave dealers, both in Brazil and on the African coast, will have furnished the United States Government with ample evidence that such is the case. And whatever may be the cause, whether want of power or want of will on the part of the Brazilian Authorities, Her Majesty's Government are of opinion, that to the Government of Brazil the remonstrances contemplated by Article IX. of the Treaty of Washington, may be justly and properly addressed.

So far, indeed, as regards Great Britain, this has already been done in the course of a correspondence between the two Governments which has taken place during the past year, and which has resulted in the appointment of Plenipotentiaries to negotiate a new Treaty for the suppression of the Slave Trade. You will, therefore, submit to Mr. Buchanan whether, in accordance with the engagement into which our Governments have entered, it will not be fitting that Mr. Wise should be instructed to make a representation to the Imperial Cabinet, condemnatory of the facility with which the slave dealers are enabled to find a market for their cargoes on the coast of Brazil, and of the manifest encouragement which this, now their sole remaining prospect of gain, affords to their criminal speculations.

The United States Government will probably not be less inclined to take this step, from their knowledge of the degree to which United States vessels and crews have of late been made subservient to the purposes of the Brazilian slave dealers.

I am, &c.

The Right Hon. R. Pakenham,
&c. &c.

(Signed) ABERDEEN.

Enclosures in No. 77.

1. *The Havana Commissioners to the Earl of Aberdeen, November 8, 1845.*
(See Class A., No. 178, page 443.)
 2. *Captain Hamilton to Viscount Canning, December 9, 1845.*
 3. *Vice-Admiral Austen to Mr. Sidney Herbert, November 18, 1845.*
 4. *Lieutenant McClure to Vice-Admiral Austen, October 6, 1845.*
(See Enclosure in No. 84, Class B, page 114.)
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UNITED STATES. (*Consular*)—*Savannah.*

No. 78.

Mr. Molyneux to the Earl of Aberdeen.

Savannah, October 15, 1844.
(*Received January 9, 1846.*)

MY LORD,

I HAVE the honour to acknowledge your Lordship's Despatch, Slave Trade, of 26th of April last, transmitting a copy of the Order in Council, of 4th January, 1843, relative to the conditions, on which coloured persons are admitted into the island of Trinidad, from the United States of America.

I am, &c.
(Signed) E. MOLYNEUX.

The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.

No. 79.

Mr. Molyneux to the Earl of Aberdeen.

Savannah, October 15, 1844.
(*Received January 9, 1845.*)

MY LORD,

I HAVE to acknowledge your Lordship's Despatch of the 21st August, stating it to be the opinion of Her Majesty's Advocate-General, that British-born subjects, though naturalized American citizens, are liable to the provisions of the Act 6 and 7 Vict., cap. 98, entitled, "An Act for the more effectual suppression of the Slave Trade."

I am, &c.
(Signed) E. MOLYNEUX.

The Right Hon. the Earl of Aberdeen, K.T.
&c. &c. &c.

MUSCAT.

No. 80.

The Earl of Aberdeen to Captain Hamerton.

SIR,

Foreign Office, November 21, 1845.

I HEREWITH transmit to you, for your information, such portions of the Papers on Slave Trade, presented to Parliament in the years 1843, 1844, and 1845, as relate to the dominions of the Imaum of Muscat, and to Slave Trade on the east coast of Africa, in the Red Sea, in Arabia, and in Persia.

*Captain Hamerton,
&c. &c.*

I am, &c.
(Signed) ABERDEEN.

No. 81.

The Imaum of Muscat to the Earl of Aberdeen.

*September 26, 1845.
(Received November 24.)*

A son Excellence le Très Honorable le Très Illustre le Très Magnifique Seigneur Lord Aberdeen, que Dieu accorde une longue vie.

Salut au Très Excellent Seigneur, l'Oeil des Notables, la Gloire de ses Egaux, celui qui est à l'abri de la malveillance et du soupçon, que Dieu daigne lui conserver sa haute fortune en le preservant toujours de tout mal.

Le but principal de la presente est de m'informer de votre precieuse santé pour a quelle je fait des vœux au ciel pour sa conservation, et quand à la mienne si vous daignez de savoir je suis grace à Dieu on ne peut plus content et satisfait sous l'égide de votre presence.

J'ai recue le 14 Ramazan, 1261, par l'entremise de votre honorable Consul le Capitaine Hamerton, votre honorée missive datée du 20 Zelhege, 1845. J'ai aussi reçu l'écrit concernant l'Emir El Abet et après avoir pris lecture je lui ait expliqué les conditions exigées par Sar Majesté la Reine, et j'ai finit par les lui faire dument accepter. J'ai fait dresser une piece qui est copie de votre écrit et je l'ai rectifié, M. le Consul vous confirmera tout ce qui precede. Je ne manquerai toujours par l'aide de Dieu d'executer les ordres de Sa Majesté la Reine, par tous les moyens qui sont en mon pouvoir, desireux comme je suis de lui prouver toute ma gratitude ayant été comblé de ses faveurs ainsi que des faveurs de votre Excellence.

J'observe que vous ne pouvez vous en mêler au sujet de l'Emir El Bahren, en cela je n'ai qu'à me resigner à la volonté de Sa Majesté, et quand à ce qu'il m'en resultera par le deficit de mon revenu; je vous dit, mon cher Seigneur, que tout le revenu entier ne peut faire tête à mes dépenses, ainsi qu'est ce qu'il en sera lorsque

le deficit le reduira à la moitié : cependant Sa Majesté la Reine, et votre Excellence reignent sur mes volontés et comme vos faveurs sont repandûs sur tout l'univers elles ne pourront manquer de m'atteindre egalement.

En y offrant mes services à Sa Majesté et à votre Excellence pour tout cequil vous plaira de me commander,

J'ai, &c.
(Signé) SULTAN SAID.

Son Excellence le Très-Hon. Comte d'Aberdeen,
&c. &c. &c.