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NATIONAL ARCHIVES MICROFILM PUBLICATIONS

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**MISCELLANEOUS LETTERS
OF THE DEPARTMENT OF STATE**

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**THE NATIONAL ARCHIVES
NATIONAL ARCHIVES AND RECORDS SERVICE
GENERAL SERVICES ADMINISTRATION**

Washington: 1964

Washington, D.C.,

January 20, 1881.



The Honorable William M. Evarts,
Secretary of State of the United States;

Sir:

The under-
signed, Representatives appointed
by the "Société Générale de Crédit
Industriel et Commercial", to the
Government of the United States,
to offer certain financial propo-
sitions, in order to facilitate the
restoration of peace between
the Republics of Bolivia, Chili, and
Peru, and at the same time to

protect the financial interests of the last named Republic and of her creditors, most respectfully submit the following for your consideration:

First. - That the United States should again tender her friendly mediation to the above Republics, as she has done on two previous occasions, actuated by the desire to protect her sister Republics in South America, in the cause of humanity, to prevent bloodshed, and to promote the commercial interests of the Southern Continent. In doing so, we cannot, more aptly, express our views, than to quote the words of one of the representatives

of your Government at the late Conference (Minister Osborne) who stated at the opening of the Conference:

"That the Government of the United States feel a deep interest in the welfare of these three belligerent nations: and it could not be otherwise since the United States inaugurated in America the republican system being, therefore, responsible for the existence of republican institutions. It was the first to recognize the independence of these Republics and it has watched with great solicitude from

that day to the present the efforts made by them to maintain themselves up to the level of the progress of civilization, rejoicing with them, at their advancement and their prosperity. We know to day republican institutions are put to a test before the whole world, and the nations here represented have an equal interest with us in maintaining these institutions and making them a success; the United States, naturally, deeply deplore the existence of this fratricidal war and wish a prompt termination to the same. "Such is the feeling which has inspired the attitude assumed by the Govern-

ment of the United States and it entertains the sincere hope that before this Conference will close there will be secured an honorable and everlasting peace between your Governments.

We beg to state what we understand to be the conditions existing between these countries. In consequence of treaties heretofore existing between Chili and Bolivia as to the right of Chilians to carry on their manufacturing pursuits within the Republic of Bolivia and

to be free from internal taxes,
fines, and imposts on the part
of Bolivia. The Republic of
Bolivia denied that ^{her} ~~these~~ treaty
obligations made any such ex-
emption from such taxes. This
was followed by an appeal of
Bolivia to Peru for protection un-
der an existing treaty between
the last two named governments.
Thus, these three Republics, with-
out ~~any~~ deliberation, became
entangled in what may be
termed a fratricidal war,
which like all fratricidal
wars, has gone beyond the
limits of humanity and civiliz-
ation; hence a strong appeal
is made to your Government

for interference. We find that
women and children are outraged
and murdered, while the men
are massacred even when they
are prisoners. Under these
circumstances, we make a
positive appeal to you to in-
terfere and to require a cessa-
tion of these hostilities, the more
especially as this can be done
with self-respect to all the
parties, and such terms,
we believe, we are able to
submit for your consideration.
The European World
have in this particular in-
stance, with surprising

unanimity, recognized the Monroe Doctrine and not only look to the United States to interfere, but have on every occasion, when the matter has been submitted for their consideration, urged that your Government should act; and it will always be a proud page in your Government's history, that it has on two previous occasions tendered the olive branch. Again the appeal comes and we beg that you will show your wonted sympathy for the weak and protection to all, and to tender, nay, more, to insist, so far as it is becoming, that

the mediation of the United States shall be accepted.

As above stated, we are here to offer under your sanction and protection, that necessary financial aid which the conqueror and the conquered will demand and require. These Republics have undoubtedly crippled all their financial resources and Chili to-day is compelled to look to the territory of Peru, which she forcibly holds, to remunerate her for her expenditures and losses. Within the last few months, she has undertaken to reimburse herself

by a financial contract entered into with an English company, entitled, The South Pacific Guano Company, Limited, of London, by which contract the said company agrees to pay to Chili a royalty of one pound and ten shillings per ton, for the guano that it may obtain from the territory of Peru, forcibly held by Chili. The demand for guano in the civilized world does not average four hundred thousand tons per annum. Assuming under this contract, that Chili would be able to supply fifty per cent of the market, through the said company, her revenue would amount to about

£300,000 annually, while, on the other hand, Peru would, to the same extent, be deprived of this revenue. The terms, which we propose, would almost double the amount that Chili would receive by holding the territory in question; while, on the other hand, Peru would receive an equal amount to meet her national expenses and further to compensate her for the extraordinary drain that has been made upon her resources, in consequence of the pending war.

The proposition which the Credit Industriel makes, has

been submitted to you by Mr. Robert E. Randall, together with the correspondence which has passed between that gentleman and Mr. Guillaume, the chairman of the Peruvian Bondholders Committee, and we request that the same be attached to this communication as a part of this paper.

The Credit Industriel, you will observe, agrees to pay Chili and Peru respectively, according to the proposition herein referred to, £550,000 per annum for a term of years to be agreed upon. This will justify a loan sufficient to cover the war indemnity demanded by

Chili of £4,000,000 sterling and leave to these respective countries sufficient to meet all legitimate national obligations. The Credit Industriel agrees to obligate itself at the same time to arrange with the Peruvian bondholders the indebtedness held by them amounting, principal and interest, to upwards of £45,000,000 sterling without they being compelled to look to Peru and in return the Credit Industriel simply requires that Chili shall surrender the conquered territory of Peru, to Peru, subject to a protectorate of the

United States guaranteeing to the Credit Industriel the free and unobstructed shipment of the deposits in the said territory, to wit, the guano and nitrates, for the same term of years.

The Credit Industriel will, further, agree to pay annually to the American Cable Company between Panama and Lima an annual appropriation of £60,000 pounds sterling.

The above is our object and our understanding of the financial interests of the said Republics, and the execution of the proposed scheme, presented as it is by the Credit Industriel, will afford a pure

guarantee for the maintenance of the peace, as it creates between these Republics, a common interest, by placing their great source of common wealth under the management of an institution of high standing and repute throughout the world.

Second. - We were advised by the Credit Industriel that she has used her best efforts to ascertain the views of the governments of Europe as to the present proposition, and we believe that we are not going beyond the bounds of propriety, when we state that

the mediation of the United States will be acceptable to and supported by the governments of Holland, Belgium, Italy, France, and Great Britain. With the exception of Italy, the subjects of the above governments are, with the citizens of the United States (to a limited extent) the holders of the entire Peruvian debt and, therefore, are directly interested in the favorable action by your Government on the proposition which we now have the honor to submit to you. We ask that you will exercise that same inherent right, claimed by this Government, since the time of President Monroe, that

while the United States will not permit the interference of any European power on the American Continent, she would, at the same time, exercise, if necessary, a protectorate over all governments and countries on this Continent.

The subjects of Holland, Belgium, and France represent over one-half of the bondholders of Peru and are the customers of two-thirds of the guano and nitrates shipped to Europe — France using herself quite fifty per cent, — the balance of the bonds are held in Great Britain. The retention of the guano and nitrate deposits

of Peru by Chili, would render those bonds valueless, since Chili has already given notice that she is not responsible for the engagements of Peru, and that the same must be the subject of consideration after the termination of the war. The European governments could not then interfere, the subject matter being a commercial transaction unsupported by treaty obligations. It is clear that the above governments would rejoice and second, if necessary, the intervention of the United States; and we

are informed that Great Britain has so advised your Government.

The terms of peace submitted by the Chilean Commissioners at the Arica Conference demonstrated that the intention of Chili was to destroy the political equilibrium of the South American States and destructive to republican institutions. The retention by Chili, by force of arms, of the territory of Peru, cannot insure peace nor will it aid the cause of civil progress in those countries. The contrary would result; it would bring about

continuous troubles and bloodshed between these Republics that must ultimately compel a European intervention similar to the one in Mexico and probably complicate your Government. European powers could not remain indifferent to the sufferings and ruin of their subjects, and the paralyzation of industry and commerce.

We beg to call your attention that, when Spain attempted in 1865 to reclaim her former authority over the territories of Peru, the United States promptly and firmly

declared that she would not consent to the dismemberment of Peru. One of the reasons given at that time by the United States against the occupation of the Guano Islands, by the Spanish forces, was that the guano was pledged to the payment of the national debt of Peru; and the same question is now presented — Chili claims a right to hold the guano and intimate territories of Peru which are pledged to the payment, principal and interest, of said debt.

We desire further to call your attention to the fact that even previously the United States interfered to

re-establish peace between Spain and her ancient South American colonies, before and after the bombardment of Valparaiso and Callao, and brought about the Convention, signed at Washington, by the belligerents. These results were obtained under the auspices and friendly exertions of the United States. We must now be permitted to express the hope that, in your judgment, this is a fit occasion for a similar interference on the part of your Government, which is the natural protector of liberty

and promoter of civilization in the New World.

The Credit Indus-
trial entered into a contract with Peru, executed at Paris on the 7th January, 1880, under which contract it undertook to manage and work the nitrate deposits on behalf of the Peruvian creditors. That contract is to-day binding. On this point we submit the opinions of Messrs Underdown, Polker, Macnaghter, Jozon, and Oulvert.

The Credit Industrielle is prepared to fulfil her obligations, under the protection of the Government of the United States

who will be the international trustee.

The proposition, which we submit, we deem to be the only practical solution of this South American conflict. It is the only one which will satisfy the belligerents, protect the interests of their creditors and secure a lasting peace without injustice or dishonor to any one.

We submit that Time has become a vital question. The Chilean arms surround Lima; any hour we may hear of a decided

battle; if Lima falls or the Chileans should be repulsed, the moment will then have arrived for mediation; to be on the spot at that moment becomes imperative. If you should determine to make another effort to secure peace between these sister Republics, it is essential your representative should proceed without delay to South America. We are prepared, as the authorized Representatives of the Credit Industriel, to accompany the commission and submit its financial propositions.

We remain, Sir,

With great respect
Your most obt. Servants,

C^o Ch. de Montferrand

Fran^{co} de P. Suarez

C^{te} de Montferrand
Fran^{co} de P. Suarez

The following documents are enclosed with the foregoing communication:

1. Letter to the President of the "Société Générale Credit Industriel et Commercial", dated the first of April, 1880, by the Presidents of the French, Belgian, and Dutch Peruvian Bondholders' committees.
2. The reply to said letter by the President of the "Société Générale de Credit Industriel et Commercial" dated the 6th April, 1880.
- 4, 5. Legal opinions of Messrs E. M. Underdown, John Holker and E. Macnaghter, and P. Jozon

Saturday April 2 1881

Count de Montferrand

stated to the Secretary the scope and progress of the project of the Société Industrielle - the answer he had received from Mr. Evans and his desire to induce a further offer of mediation from the U. S.

The Secretary expressed his accord with the answer given by Mr. Evans, his desire to see peace re-established and willingness to aid by mediation, but did not deem it advisable to renew an offer of mediation so soon unless some indication from Chile or Peru came that it would have a more favorable result than those previously made. He suggested the possibility that Mr. Martinez, the newly arrived minister from Chile might have some propositions or suggestions to present on the subject.

and H. Dubuit.

6. The contract of the 7th January, 1880, executed at Paris between Peru by her authorized representatives, M. Juan, M. de Goyeneche, and Don Francis Rosas and the Credit Industriel by M. Henri Durrieu, President.

N^o 1.

Monsieur le Président de la Société Générale de
Credit Industriel & Commercial
Paris.

Monsieur le Président

Repondant avec bienveillance à l'initiative du Comité Français, votre Société a bien voulu prêter son concours au projet de règlement des emprunts péruviens, et dans ce but, vous avez entamé avec M. Ch. Rosas & de Goyeneche les négociations qui ont abouti au Contrat du 7 Janvier dernier.

Ce Contrat est le premier qui assure dans la mesure du possible, et d'une façon définitive le service des emprunts péruviens. C'est pourquoi tous les Comités du Continent y ont adhéré avec d'autant moins d'hésitation, que de l'aveu de tous, jamais le Pérou n'eût consenti en d'autres circonstances, à l'abandon de son gage, surtout irrévocablement.

D'un autre côté, ce traité respecte tous les droits des tiers, et principalement ceux des maisons qui ont été consignataires des quans du Pérou, puisque ces dernières qui s'étaient toujours plaintes de la partialité de la juridiction péruvienne, peuvent désormais s'adresser pour le règlement de leurs différends, à leurs juges naturels, et que si elles n'ont que des choses justes à demander, on ne comprendrait pas à quel titre elles se méfieraient des Tribunaux de leur propre pays.

Impuissants à expliquer par des motifs avouables, soit ce qui s'est passé dans les Meetings à Londres, soit le Contrat scandaleux signé à Lima entre le Dictateur Pierola et un agent de la maison Dreyfus. Impuissants surtout à établir que le Contrat du Crédit Industriel n'est pas pour les créanciers du Pérou, et pour le Pérou lui-même, le plus honnête et le plus avantageux qui ait jamais été fait; les adversaires intéressés de ce traité propagent des doutes sur sa validité, en prétendant que les pouvoirs des commissaires qui l'ont signé, avaient été révoqués ou étaient annulés de droit par l'avènement d'un nouveau Gouvernement.

Sans nul doute, les faits, les documents officiels et la loi péruvienne elle-même, démontrent l'invalidité de ces bruits; mais le silence ou l'inaction de la Société du

Crédit Industriel permettent de les propager, et d'alarmer ceux dont nous représentons les intérêts.

C'est à ce titre, Monsieur, que nous venons vous prier de répondre par une lettre, que nous nous proposons de rendre publique, aux observations qui précèdent, de manière que nos mandants pussent partager la confiance que nous avons nous-mêmes et qui résulte de nos entretiens fréquents avec vous.

Je vous prie d'agréer,
Monsieur le Président
nos sincères salutations.

Amsterdam le 14 Avril 1880. — Anvers le 31 Mars 1880. — Paris le 30 Mars 1880.

A. L. Kuyfain

Président du Comité Hollandais
des porteurs de bons péruviens

Louis Godderis

Président du Comité Belge
des porteurs de bons péruviens

St Guillaume

Président du Comité Français
des porteurs de bons péruviens

Union Générale
de
Crédit Industriel
& Commercial
66 rue de la Ch^{se} d'Antin
et 79 rue de la Victoire

Paris, le 6 Avril 1880.

À Messieurs les Présidents
des Comités Français, Belges et
Hollandais pour la protection des Citi-
zens Liégeois
à Paris

Messieurs

Nous répondons à la lettre que nous vous avez
fait l'honneur de nous écrire le 30 du mois dernier.

Si le contrat que nous avons signé le 7 janvier
1880 avec les Commissaires du Gouvernement Liégeois
n'a pas jusqu'ici reçu d'exécution, cela ne tient à aucun
doute de notre part sur la validité de ce contrat et sur les
droits qu'il nous confère. Les circonstances dans lesquelles
ce traité a été conclu et l'opinion des hommes les plus
autorités tant en France qu'en Angleterre ne nous permettent
aucune incertitude à cet égard.

Mais vous connaissez les complications de
diverses natures qui ont jusqu'ici paralysé nos efforts.

Nous ne pouvons, dans ces circonstances, que
vous affirmer de nouveau notre volonté de maintenir
notre contrat dans les conditions où il a été conclu

Nous ne doutons pas, d'ailleurs, qu'éclairés
par les événements qui se passent, tant au Chili
qu'au Pérou, les créanciers de ce dernier État, à
quelque nationalité qu'ils appartiennent, ne se ralli-
ent bientôt à vous, ce qui facilitera l'accomplissement
de l'œuvre que nous poursuivons.

Veuillez agréer, Messieurs les
Présidents, l'assurance de nos sentiments distingués
Société Générale de Crédit Industriel
& Commercial
Le Président
H. Durieux

N^o 3.

Legal advice given by E. M. Underdown Esq.
English barrister, to the "Société Générale de
Crédit industriel et Commercial."

Is not the contract of the 7th Janu-
ary, 1880, being in fact a
confirmation of the engagements
undertaken by Peru in 1870 and 1871,
towards the bond holders a legal and
binding contract?

Has the dictatorial Govern-
ment power to carry so far as
third parties are concerned
(those parties being foreigners)
a contract entered into with
the previous Government, and
made in conformity with the
laws of the country?

Does not a contract like the
present entered into for the
special settlement of a State
debt and notified by diplo-
matic means to other powers,
carry with it by the rules of
international law special privi-
leges in favor of those who
are interested in its due perform-
ance?

Bearing in mind the fact
that Peru and Chili are still
at war and in the absence of a
treaty of peace determining to

which of the belligerents the territory on which the guano and nitrate deposits are found shall ultimately belong, can the exterior creditors of Peru that is to say the bondholders, properly treat with Chili who in fact is not and never has been their debtor, respecting the working and transfer of these deposits pledged as they are to secure the bonds?

Should the creditors of Peru treat with Chili would not the Peruvian Government be qualified morally if not legally as a penalty for such conduct in repudiating their public debt?

In the event of the public creditors of Peru refusing to entertain the Chilean overtures would not the latter state if ultimately victorious and becoming possessed of the territory in question be justified morally and legally in taking possession of the deposits and working them for their own advantage and in repudiating the claims of the bondholders.

Opinions

1 I have perused the contract of January 7th, 1880, purporting to be made between the holders of Powers of the Peruvian Government authorized by a special law of the Congress and the Credit Industrial and am of opinion that in Peruvian law (which indeed as to such a matter does not differ from the laws of other countries) the said contract is in due legal form and is binding upon the parties thereto.

2 I am informed that the usual course of constitutional government has been interrupted in Peru and that the supreme power is in the hands of a Dictator that however the latter has announced his intention of obtaining recognition as ~~the~~ a Constitutional President.

Now either the position of this Dictator is altogether unlawful in which case his acts would not affect any legal acts of the lawful Government of the Republic or he is a de facto Ruler whose

acts may moreover be confirmed constitutionally. In the latter cases the principles of International law clearly establish the propositions that "a change in the form of Government or in the person of the Ruler does not affect the obligation of a State as to public debts."

"The essential form of the State, that which constitutes it an independent community remains the same &c."

See Wheaton's International Law, 2nd Edition p. 52.

"The new Government succeeds to the fiscal rights and is bound to fulfill the fiscal obligations of the former Government."

"It becomes entitled to the public domain and other property of the State and is bound to pay its debts previously contracted" (Wheaton *id. id. et seq.*).

Change of Government does not affect the duties and obligations

of a state towards foreign nations
Public debts whether due to or
from the revolutionized state are
neither cancelled nor affected
by any change in the constitution
or internal government of a
state.

Hollick vol. 1, p. 76. See also
U. S. vs. McRae L. R. 8 Eq 75.

"The right of succession is de-
rived through the suppressed au-
thority subject to the same corre-
sponding right as if the authority had
not been suppressed."

3rd The third question is already
answered — The obligations to for-
eigners are, generally speaking
inalterable while those of subjects
may be altered law binding on
them.

11th As to the state of war and
the occupation of the territory,
where the matters claimed as the
bondholders' property exist a
different order of questions arise.

If the territory is or was
Peruvian originally, the obligations
to public creditors attach to it

in the hands of the conqueror; If the territory did not belong to Peru but to Chili originally any charge upon it or its products is clearly not binding upon the Government which resumes possession of it as its own territory. Such obligations on the victor do not attach until after a peace and a treaty transferring the eminent dominion to the victorious enemy.

Great cautions should be exercised in coming to any decision as to treating with Chili but the answer to such a question hardly falls within the limits of a legal opinion.

^{5th} I may be excused for giving an opinion (subject to the remark just made) that Peru would not be justified such attempts to claim their unquestionable rights made by the bondholders in their capacity as mortgagees of Peru the proceeds (if any) of any property being employed in reduction of the Peruvian debt. It is obvious

that the bondholders ~~could~~ neither
 improve nor injuriously affect
 the title of Peru by treating as
 creditors of Peru to rescue their
 property.

Lastly— The Chilean Government is as
 yet in no legal position to deal
 with the territory the subject of
 the war now going on.

I desire carefully to remark
 that all those matters dealt with
 in answers 4, 5, and 6, being solely
 questions of international law, nec-
 essarily rest upon basis more
 of a theoretical than strictly
 juridical character.

Signed: E. M. Underdown

3 King's bench walk, Temple
 Jan. 30, 1880.

Opinion of E. M. Underdown

14th 11.

Legal advice given by Messrs. John Holker and C. Macnaghten, English barristers, to the Société Générale de Crédit Industriel et Commercial
Case

Your opinion and advice is requested on behalf of la Société Générale de Crédit Industriel & Commercial hereafter called the Credit Industriel and those interested with that company in this country in reference to a contract recently concluded between the company and the Peruvian Government.

The Peruvian Government is represented by two special Commissioners namely Mr. J. Rosas, President of the Senate and Mr. J. de Goyeneche, the President Minister of Peru in Paris who are clothed with full power conferred upon them in pursuance of the vote of Congress and acting under the law of the 10th October 1879 signed a contract on the 7th of January instant at the Peruvian Legation in Paris with the Credit Industriel.

This contract to a translation of which you are referred provides for the definitive settlement of the existing exterior

Loans of Peru namely the 6 per cent loan of 1891 and the 5 per cent loan of 1892.

It is a matter of public notoriety that the Chilians and the Peruvians have been at war for sometime past and prior to the conclusion of the Contract above named the Government of Chili caused it caused it to be announced by publications in the newspapers that they were in occupation under military force of a portion of the Peruvian territory on which the deposits of Guano and Nitrate, the object of the present contract is found deposited.

At the time the Peruvian Commissioners were negotiating in Paris, the Government of Peru, which is a representative Government according to the Constitution (was 22nd December) to informally replaced by a Dictatorship, and the Chilian Government have now but with doubtful authority offered themselves to treat with the public Creditors of Peru respecting the future working of the Guano and

Nitrate deposits. These deposits, as you may probably be aware, constitute the security of the Bondholders of Peru. The Chilian Government have made it known to the Bondholders that they will not regard them with favor if they refuse ~~or~~ or neglect these overtures and continue their negotiations with the ~~Chilian~~ Peruvians.

The believe is that the Chilians by themselves making arrangements with the Bondholders hope to place themselves in a more advantageous position by raising money for the purpose of continuing the War and more thoroughly exhausting the Peruvian Government, or they may entertain the notion that if the Bondholders decline their overtures it will give them hereafter in the event of their annexing the territory in question a strange ground for repudiating the Peruvian debt altogether and taking possession of the Guano and Nitrate Deposits for their own exclusive benefit. Then again if the Bondholders listen

4- to the Chilians and the Peruvian Govt.
government, hereafter recover their
territory it may give the govern-
ment of Peru or at all events the
pretext to say that as the Bondholders
whose to side with the Chilians they
have forfeited all claims at the hands
of the Peruvian Government. The
Bondholders therefore it may ~~perhaps~~
perhaps be said to make use
of a vulgar expression are in
danger of falling between two stools,
for under existing circumstances
they cannot safely negotiate directly
with either Government until
the actual efforts and results of
the war have been publicly
announced and recognized by
foreign Nations.

The new Government
of Lima, that is to say, Senor Nicolas
Pierola who is in fact a self
declared and self constituted
Dictator without even the ap-
pearance of legal or regular
form, had not revoked the
powers of the above named
Peruvian Commissioners at the time
the Contract with the Credit Ind^l

was concluded these powers are
still in full force and operation.

It will of course be
contended by the Bondholders that
the Military occupation of Chili
of the territory on which the de-
posits of Guano and Nitrate are
found and which form of the
object of the above mentioned Contract
has only recently taken place and
of course long after the rights of the
public Creditors of Peru to these de-
posits were established.

These rights such as
they are were created in 1870
and 1871 when the Deposits were
declared to be mortgaged to the
Bondholders and given them as
security for the debt.

The Contract of the
17th January 1880 concluded with
the Credit Ind^l is intended to
give effect to this security and
it has already been notified
by diplomatic representations
to the principal European Powers
whose subjects constitute the
Public Creditors of Peru.

But the question is the legal rights of the
Bonds as to the property of the Government
and it is proper that we
should consider your attention to the case
of *Chapman v. The Government* reported in the
Law Reports 3 Equity Cases page 608.
By that case it was decided that the
Government having the property of a foreign
Government the Court had no jurisdiction
to attach any part of the
property of the Government.
The Court also decided that the Bonds are
not subject to the property of a foreign
Government and are to be secured by
the absence of their principal. The
Master of the Rolls in pronouncing
judgment on appeal in this case
pointed out that the municipal law
of this Country does not enable
the Tribunals of this country to ex-
ercise any jurisdiction over foreign
Governments as such nor is there
any international tribunal which
exercises any such jurisdiction.
The result therefore is that those
so called Bonds amount to nothing
more than engagements of honour.

concerning the Government which issues
them but are not contracts enforceable
by the ordinary tribunals of any foreign
Government, or even by the ordinary
tribunals of the country which issued
them without the consent of the Gov-
ernment of that Country.

Under the above circumstances
you are requested to advise the Credit
Fund.

1st Is not the Loan Contract of the 9th
January 1890, being in fact a con-
firmation of the engagements under-
taken by Peru in 1877 and 1878
towards the Rothschilds a legal and bind-
ing contract?
2ndly Has the Constitutional Government
power to cancel so far as third
parties are concerned (those parties
being foreign) a contract entered
into with the previous Government and
made in conformity with the laws
of the Country?
3rdly Does not a contract, like the per-
mit entered into for the special ad-
justment of a State debt, and ratified
by diplomatic means, other Powers

5
agreement with it by the treaty of Tolosa-
tion at Law special privileges in favor
of those who are interested in its law
but cannot be.

4th
Having in mind the fact that Peru
and Chile are still at war, and in
the absence of a treaty of peace, des-
tined to which of the belligerents
the territory on which the deposits and
the deposits are found shall
ultimately belong, Peru and the ex-
posed creditors of Peru will not
allow the Baholders properly treat
ed. While Peru is fact is not
and never has been their debtor, respect-
ing the working and transfer of these
deposits pledged as they are to secure
the bonds.

5th
Should the creditors of Peru treat
with Chile would not the Peruvian
Government be justified morally if
not legally as a penalty for such
conduct, in repudiating their public
debt?

Lastly. In the event of the public creditors of
Peru refusing to entertain the Chilean
event, would not the latter state if
ultimately victorious and becoming
possessed of the territory in question

be justified morally and legally in
taking possession of the deposits and
working them for their own advantage
and in repudiating the claims of the
Baholders.

Opinion.

Assuming that the contract of the
7th January 1880 was duly executed in
conformity with the Laws of Peru we
are of opinion that it must be regard-
ed as a legal and binding contract.

2dly
We are of opinion that the Arista-
torial Government has not according
to the principles of International Law any
power to cancel a contract with
foreigners entered into by the previous
Government, and made in accordance
with the laws of the country. A mere
change in the form of Govt. or in the
person of the ruler does not affect the
obligation of the State as to public debts.

3dly
We are of opinion that the contract
in question must in accordance with
the principles of International Law be
regarded as valid. But we are not
aware of any authority for saying that
it carries with it any special

privileges in consequence of the object for which it was entered into in the manner in which it has been notified to other persons.

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It does not appear to us that there would be any impropriety on the part of the Bondholders to whom the Guarantees and Nitrate deposits are pledged in treating with Chili (now in actual occupation of the Territory containing those deposits) for the working and removal of that which is in effect their own property. And if the Bondholders were so to treat with Chili we do not think that the Peruvian Government would not be justified in accordance with the principles of International Law in repudiating their public debt as a punishment for such contract.

6.

In the event of the Bondholders refusing to entertain the Chilean overtures we think that the latter State if ultimately victorious and becoming possessed of the Territory in question would not be justified in accordance with the principles of International Law in taking possession of the deposits and working

them for their own advantage repudiating the claims of the Bondholders.

Signed:

John Walker

E. Macnaghter

31st January 1880

Temple.

Opinion of John Holker and
E. Macnaghter

of International law in connection with
the session of the deputation and working

— Consultation —

Le soussigné P. Jozon, Avocat au Conseil d'Etat et à la Cour de Cassation, docteur en droit. et H. Dubuit, Avocat à la Cour d'appel de Paris, docteur en droit.

Consultés par la Société de Crédit Industriel et Commercial sur les diverses questions précisées dans la note à consulter ci-après qui leur a été soumise, ont adopté, après en avoir délibéré, les résolutions suivantes:

Note à consulter.

Le Gouvernement Péruvien représenté par deux Commissaires spéciaux, M. Rosas, Président du Sénat et M. de Goyeniche, Ministre du Trésor en France, agissant en vertu de pleins pouvoirs régulièrement conférés à la suite d'une loi votée par le Congrès, régnant constitutionnellement, a signé le 7 Janvier 1880, à la Légation du Pérou à Paris, avec la Société Générale de Crédit Industriel et Commercial, un contrat pour le règlement définitif des Emprunts péruviens 6% 1870 et 5% 1872. (Pièce annexée)

Antérieurement à la date sus-indiquée, 7 Janvier 1880, le Chili, en guerre avec le Pérou, a militairement occupé une partie des gisements de guano et de nitrate formant l'objet du contrat en question.

Simultanément aux négociations des deux

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Commissaires sus-nommés. Le Gouvernement du Pérou qui constitutionnellement est représentatif, a été remplacé par une dictature, et le Gouvernement Chilien a offert aux créanciers du Pérou de traiter lui-même directement avec eux, de l'exploitation des dépôts de guano et de nitrate formant le gage des dits créanciers, menaçant de revenir sur ses propres dispositions en cas de refus ou de leur entente avec le Pérou.

Le nouveau Gouvernement de Lima n'a point pas révoqué les pouvoirs des Commissaires sus-nommés au moment de la signature du contrat conclu avec le Crédit Industriel et Commercial; ces pouvoirs ne sont même pas révoqués à l'heure qu'il est.

L'occupation par le Chili du territoire sur lequel se trouvent les dépôts de guano et de nitrate formant l'objet du contrat en question est beaucoup postérieure aux droits des créanciers sur ces mêmes dépôts puisque cette occupation n'a eu lieu que fin 1879 et que les droits des créanciers remontent à 1870 et 1872, époques auxquelles les dits dépôts ont été déclarés hypothéqués en garantie des créances que le Contrat du 7 Janvier 1880 a précisément pour but de liquider.

Enfin le Contrat en question a été signifié diplomatiquement aux principales Puissances d'Europe dont les nationaux sont créanciers du Pérou.

Dans ces conditions et circonstances, il est demandé aux Conseils de vouloir bien répondre aux questions

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suivantes, en se mettant au point de vue, tant du droit international que du droit commun.

1^{re} Les créanciers du Pérou peuvent-ils traiter avec le Chili, qui n'est pas leur débiteur, de l'exploitation et de l'aliénation des dépôts de guano et de nitrate à eux engagés par le Pérou et se trouvant sur le territoire péruvien, mais militairement occupé par les armées Chiliennes, avant que la fin des hostilités et qu'un traité de paix aient décidé définitivement du quel belligérant ce territoire sera la propriété?

2^{re} Sans le cas où les créanciers du Pérou traiteraient avec le Chili et ce traité ayant forcément pour effet de procurer des subsides immédiats à ce dernier Etat le Gouvernement péruvien ne serait-il pas fondé à considérer la conduite de ses créanciers comme un acte de forfaiture et par suite fondé à repudier sa dette, comme l'a fait le Mexique?

3^{re}. Dans le cas où les créanciers du Pérou refuseraient de traiter avec le Chili pour les raisons ci-dessus ce dernier Etat s'il était victorieux et s'annexait le territoire qu'il occupe, serait-il fondé à exploiter les dépôts de guano et de nitrate sans respecter les droits des créanciers du Pérou dont ces dépôts sont le gage, c'est-à-dire sans prendre à sa charge la dette afférente à cette prise de possession dans les conditions mêmes des contrats d'emprunt?

4^{re} Un gouvernement dictatorial peut-il annuler, à l'égard de tiers étrangers, un contrat conclu avec le Gouvernement précédent en vertu de lois régulièrement votées

5^e. Un contrat intervenu pour le règlement d'une dette d'Etat et signifié diplomatiquement ne confère-t-il pas en vertu des règles mêmes du droit international des garanties particulières au profit de ceux qui y sont parties intéressées ?

AVIS

Une observation préliminaire est dès l'abord indispensable.

Toutes les questions de droit international public ou privé ne peuvent jamais être résolues que sous certaines réserves.

L'absence de lois positives, les divergences dans l'appréciation du fait et du droit, le défaut absolu de sanction légale, sont des conditions inhérentes à la nature même de cette branche du droit, qui ne doivent jamais être perdues de vue dans les consultations dictées à des particuliers qui y cherchent pour leurs transactions avec des gouvernements étrangers, la plus grande somme de sécurité possible. Le jurisconsulte ne peut donner sur les questions qui lui sont soumises que des solutions fondées sur les principes généralement reconnus par la doctrine en découlant du droit commun. On ne saurait trop rappeler que les nations sont souveraines, qu'elles peuvent chercher et trouver dans leur appréciation et en tous cas dans la force, le moyen de s'affranchir même de leurs obligations contractuelles et qu'à plus forte raison, le droit et la justice ne suffisent pas toujours à les contraindre au respect des règles et des usages les

plus constants. Le pouvoir arbitraire de chaque Etat n'a pas, en fait, d'autre limite que celle que sa bonne foi ou les circonstances lui imposent, ou que lui accorde la tolérance des autres nations.

Le seul remède aux abus de la force, c'est la force elle-même venant au secours du droit établi et reconnu et à la condition que cette intervention s'appuie elle-même sur les principes du droit international et qu'elle en respecte les règles.

Cette observation faite, il reste à examiner les diverses questions posées par la note à consulter, en commençant par la troisième qui, par son caractère plus général, peut influencer sur la solution de la première question.

3^e Question

Le Chili venant à acquiescer et à s'annexer par un traité régulier les territoires peruvians ou sous-jacents les dépôts et gisements de guano et de nitrato, serait tenu par le fait même de l'annexion, de subir et de respecter les droits antérieurs qui auraient été concédés par le Pérou à des tiers, sur ces dépôts et gisements.

Il est, en effet, de principe que l'Etat annexionnaire succède aux droits de souveraineté qui appartenaient à l'Etat dépossédé, mais à rien de plus. Or les droits de souveraineté impliquent le respect de tous les droits de propriété et autres droits réels constitués sur des immeubles, et même le maintien des droits et des conventions propter eum s'appliquant aux immeubles compris

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dans l'annexion. Si le territoire annexé comprend des propriétés du domaine public de l'Etat dépossédé, ces propriétés tombent, par le fait même, dans le domaine public de l'Etat annexant, mais elles ne tombent que soumises à tous les droits réels et autres qui les frappaient avant l'annexion au profit des particuliers. La raison est la même pour ces biens que pour les propriétés particulières.

Mais une distinction est à faire en raison de la phrase complaisante de la note à consulter. Celle-ci considère comme deux propositions identiques ou équivalentes, le respect des droits des créanciers du Pérou sur des immeubles annexés et la prise à sa charge par le Chili de la dette du Pérou. Soit dit en passant, les deux propositions sont tellement différentes qu'elles appellent des solutions opposées.

Quant à la dette même du Pérou, elle ne passe pas nécessairement à la charge du Chili. Sans doute la plupart des traités de cession imposent à l'annexant une portion déterminée de la dette de l'Etat dépossédé; mais en l'absence de stipulations formelles, une répartition de la dette ne résulte pas d'une manière absolue des seuls principes du droit international.

Au contraire, l'annexant est tenu, en vertu de ces principes, de respecter les droits réels concédés par l'Etat dépossédé sur les immeubles domaniaux dont il devient propriétaire, si ces droits ont été régulièrement

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acquis et conservés d'après les lois en vigueur. Il se trouve, à leur regard, dans une situation analogue à celle du tiers détenteur d'un immeuble hypothéqué ou grevé d'antichrèse. L'annexant est même obligé de respecter les droits personnels s'appliquant à des immeubles domaniaux et relatifs, par exemple à leur exploitation par des particuliers.

Nous concluons en disant que tous les droits légitimement acquis aux créanciers du Pérou sur les dépôts de guano et de nitrate subsisteront même en cas de cession régulière au Chili des territoires ou ces dépôts sont situés. Les Gouvernements étrangers auraient le droit, d'après les principes du droit international d'intervenir par tous moyens, pour contraindre le Chili à respecter, à l'égard de leurs nationaux, nantissant de droits réguliers les obligations d'Etat annexant.

— 1^{re} Question —

En admettant, d'après la note à consulter que le Chili ne puisse invoquer aucun droit propre de propriété ou d'exploitation antérieur à l'occupation sur les dépôts de guano et de nitrate, les créanciers du Pérou qui traitaient avec le Chili de l'aliénation ou de l'exploitation de ces dépôts situés sur le territoire péruvien, actuellement occupé militairement par les armées chiliennes, n'obtiendraient pas ce traité qu'un droit préexistant et dépendant uniquement des éventualités de l'avenir.

Dans le cas où ce territoire ne serait pas ultérieurement cédé régulièrement au Chili, le contrat serait sans aucun effet. Il est de principe que l'occupation

militaire d'un territoire ennemi ne confère à l'occupant aucun droit légal sur les propriétés publiques ou privées qui en dépendent; les droits de souveraineté ne sont transférés que par une cession régulière résultant d'un traité formel. Les actes accomplis par l'occupant sont sans doute définitifs quand ils s'appliquent à des aliénations, avec tradition, d'objets matériels; mais ces actes seraient impuissants à créer ou à transférer des droits qui pussent survivre à la reprise de possession du territoire par l'Etat ouahii. Pour prendre un exemple l'occupant peut, sans doute, abattre et vendre les arbres d'une forêt domaniale située dans le territoire occupé, mais il est impuissant à transférer la propriété de la forêt ou à en considérer l'exploitation.

A l'inverse, si le territoire vient à passer plus tard, d'une manière régulière, sous la souveraineté de l'occupant, les droits par lui conférés pendant l'occupation pourrout être invoqués contre lui; mais ils ne pourrout jamais l'être contre la nation vaincue ni contre ceux qui tiennent d'elle des droits réguliers antérieurs à la cession.

On voit donc qu'en traitant aujourd'hui avec le Chili, simple occupant, les créanciers du Pérou n'obtiendraient (et seulement dans l'hypothèse d'une cession future) qu'une confirmation par le Chili des droits qu'ils tiennent déjà, sur les dépôts de guano et de nitrate, de leurs conventions avec le Pérou, droits dont la cession du territoire impliquerait à elle seule le maintien et le respect. Il ne semble donc pas qu'une telle confirmation

eventuelle doive être achetée au prix de nouveaux sacrifices envers le Chili.

— 2^e Question —

L'effet d'un traité entre le Chili et les créanciers du Pérou, à supposer qu'il ait lieu, ne serait pas d'autoriser le Pérou à repudier sa dette.

Si une part, le Pérou ne saurait se plaindre de voir ses créanciers exercer en dehors de lui, sur les dépôts de guano et salpêtre, les droits qu'il leur a lui-même reconnus et concédés, pour lesquels il leur devrait une protection qu'il est momentanément impuissant à leur procurer. S'il souvenait aux créanciers, autorisés à poursuivre, d'apprehender et à conserver la possession des dépôts, de subir, pour y parvenir, les exigences de l'occupant du territoire où ces dépôts sont situés, en lui payant une redevance, le Pérou ne pourrait se prétendre lésé, à la condition, bien entendu, que la redevance à lui promise, par chaque tonne, continuât à lui être payée. Le paiement de la redevance au Pérou ne cessait pas en effet, d'être obligatoire pour les créanciers, sous prétexte qu'ils en paieraient une autre au Chili. La redevance au Pérou est due de droit puisqu'elle est conventionnelle aussi longtemps, que le Pérou restera propriétaire, c'est-à-dire jusqu'à une cession régulière. La redevance payée au Chili ne serait que le prix d'une facilité donnée par l'occupant, d'après ce qui a été dit sous la première question, cette redevance ne peut être la représentation d'un droit

concedi puisque l'occupant n'a point de droit actuel sur les dépôts. Le Pérou ne pourrait donc se prétendre lésé par le traité avec le Chili.

D'autre part, la note à consulter paraît faire une confusion en considérant la rédemption à payer au Chili, comme un subside de guerre. Sans qu'il soit besoin d'examiner si le Pérou serait fondé à repudier sa dette, en raison des subsides fournis au Chili par les créanciers du Pérou, il est certain, d'après les principes du droit international, que l'achat de denrées vendues par un belligérant, ou le paiement de droits imposés par un occupant ne peuvent être considérés, à aucun point de vue, comme des subsides. Ses auteurs sont unanimes pour reconnaître que le commerce est libre avec les belligérants; ils décident ainsi, même pour la vente d'objets pouvant servir à la guerre; quelques uns disent même qu'un emprunt souscrit au profit d'un belligérant ne constitue pas un subside de guerre. A bien plus forte raison ne pourrait-on pas soutenir que l'achat de denrées puisse constituer un subside indirect en sa faveur.

Nous ne garantissons nullement que le Pérou ne prouvera pas par texte de la rédemption payée au Chili pour repudier sa dette; il suffit d'affirmer que les principes du droit international ne l'y autorisent pas.

— 3^e Question —

La question de savoir si un Gouvernement dictatorial peut annuler un contrat régulièrement conclu par le Gouvernement légal qu'il remplace, est moins une question de droit international qu'une question de droit constitutionnel spécial au pays où la révolution ou le coup d'Etat s'est produite. La présente consultation ne peut entreprendre de résoudre

une question de droit constitutionnel pourvion. Toutefois on peut affirmer avec certitude que les règles générales reçues en tous pays, s'élèvent pour décider que les engagements régulièrement contractés par des pouvoirs constitutionnellement compétents, sont à l'abri de toute atteinte qu'un Gouvernement nouveau tenterait d'y porter. L'engagement régulièrement pris a obligé la Nation elle-même, et la Nation ne peut plus se dégager, même par une décision régulière émanant d'une autorité également compétente. Comment donc une autorité dictatoriale ou révolutionnaire pourrait-elle légalement détruire des contrats que les pouvoirs constitutionnels auraient imposés à d'adhérer?

A l'inverse, les engagements pris par une autorité dictatoriale qui n'aurait pas reçu, depuis, une sanction de la Nation, et serait ainsi restée un Gouvernement de fait, peuvent être et ont été quelques fois annulés par les pouvoirs réguliers réintégrés les maîtres; mais ces annulations même se fondent toujours sur ce que le Gouvernement de fait n'était pas compétent pour engager la Nation. Cet argument fait indubitablement défaut dans l'hypothèse proposée.

Nous concluons donc que, si le Gouvernement dictatorial entreprenait d'annuler un contrat légal passé avant lui, cette entreprise serait contraire au droit international.

— 5^e Question —

La signification diplomatique aux diverses puissances d'un contrat intervenu entre un Etat et ses créanciers étrangers pour le règlement de sa dette, ajoute une précieuse garantie à celle que le contrat contient en lui-même; elle permet aux Gouvernements qui ont reçu cette signification d'intervenir pour assurer l'exécution des engagements pris envers leurs nationaux.

En effet, d'après les principes du droit international, les

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difficultés qui s'élèvent entre un Etat souverain et des particuliers étrangers, sur l'exécution de conventions qui les lient, ne donnent pas, en général, aux Gouvern^{ts} le droit d'intervenir pour la protection de leurs nationaux ni surtout le droit d'assurer par la force l'exécution ou l'interprétation réclamée par ceux-ci.

Au contraire, la signification diplomatique du Contrat aux Gouvern^{ts} dont les contractants sont les sujets, rend en quelque sorte la convention commune aux Gouvern^{ts} eux-mêmes.

Où une telle signification implique de la part de l'Etranger une reconnaissance formelle et publique du contrat, elle donne aux Gouvern^{ts} qui y sont pour ainsi dire parties, le droit d'en surveiller et même d'en exiger l'exécution.

En un mot la signification diplomatique justifiera, en cas d'inexécution, une intervention que les principes du droit international ne suffiraient pas sans elle à autoriser.

En terminant, les avocats soussignés présenteront une observation générale qui s'appliquera à l'ensemble des questions ci-dessus résolues. — Les moyens judiciaires ne pourraient fournir aux créanciers du Pérou une protection efficace soit contre le Pérou lui-même, soit contre le Chili, à raison de leur qualité d'Etats souverains, soustraits à l'action des juridictions de droit privé.

La véritable garantie des créanciers se trouve d'abord dans les principes du droit, dans la bonne foi du Pérou, dans le respect du Chili et du Pérou pour leurs obligations internationales.

A défaut de ces garanties, les créanciers en trouveront une des plus efficaces dans l'intervention diplomatique ou armée, suivant les cas, de leurs propres Gouvernements.

Paris, 28 janvier 1880

Signé: H. Dubuit. Signé: P. Jozong.

Nº 6.
mmmm

CONTRATO

ENTRE

EL SUPREMO GOBIERNO DEL PERÚ

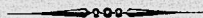
Y

LA SOCIEDAD GENERAL DE CRÉDITO INDUSTRIAL Y COMERCIAL

PARA

EL ARREGLO DEFINITIVO DE LOS EMPRÉSTITOS EXTRANJEROS PERUANOS

6 % 1870 y 5 % 1872



PARIS

IMPRIMERIE CENTRALE DES CHEMINS DE FER

A. CHAIX ET C^{ie}

RUE BERGÈRE, 20, PRÈS DU BOULEVARD MONTMARTRE

1880

CONTRATO

ENTRE

EL SUPREMO GOBIERNO DEL PERÚ

Y

LA SOCIEDAD GENERAL DE CRÉDITO INDUSTRIAL Y COMERCIAL

PARA

EL ARREGLO DEFINITIVO DE LOS EMPRESTITOS EXTRANJEROS PERUANOS

6 % 1870 y 5 % 1872

El Supremo Gobierno del Perú, representado por los Señores *Don Francisco Rosas*, Presidente del Senado, y *Don Juan M. de Goyeneche*, Ministro del Perú en Francia, plenamente autorizados para arreglar definitiva y soberanamente todas las cuestiones relativas á la Deuda Exterior Peruana, de conformidad con la Ley de 10 de Octubre de 1879, y en virtud del Poder Especial que les ha sido conferido por el Poder Ejecutivo, — ley y poder, cuyas copias van anexas,

Por una parte;

Y la Sociedad General de Crédito Industrial y Comercial, cuyo asiento está en París, calle de la Chaussée-d'Antin, n° 66, representada por su Presidente Don Enrique Durrieu,

Por otra parte;

Reunidos en la Legacion del Perú en Francia, calle de Écuries-d'Artois, n° 36, París.

Los Señores Don Francisco Rosas y Don Juan M. de Goyeneche mas arriba mencionados, considerando :

1° Que en virtud de un contrato celebrado en Paris, el 12 de Mayo de 1870, entre Don J.-M. Torre Bueno, Comisionado del Gobierno Peruano y los Señores Dreyfus hermanos y C^a, se realizó en los mercados de Paris, Lóndres y Amsterdam, un empréstito de 298,000,000 de francos, autorizado por una ley del Congreso Peruano de fecha 15 de Enero de 1869, con la garantía de todas las rentas de la Nacion Peruana, y especialmente con la garantía del producto neto de las ventas del Huano, con arreglo al Contrato de empréstito y al Bono general, cuyas copias van anexas.

2° Que en virtud de un segundo contrato celebrado en Lima el 7 de Julio de 1871 entre S. S. Don Nicolas de Piérola, Ministro de Hacienda y Comercio del Perú y Don Federico Ford, representante de los Señores Dreyfus, hermanos y C^a, se realizó en los mercados de Lóndres, Paris y Amsterdam un nuevo empréstito de 36,800,000 libras esterlinas (de las cuales £ 15,000,000 para obras públicas y £ 21,800,000 para la conversion de los empréstitos extranjeros), autorizado por una ley del Congreso Peruano, de fecha 24 de Enero de 1871, con las mismas garantías que el empréstito 6 0/0 de 1870 y ademas : 1° con una hipoteca aceptada, en favor de ámbos empréstitos, sobre todos los depósitos de huano; 2° con una obligacion sobre todas las rentas creadas y por crear, con arreglo al Contrato de empréstito, al Bono general y al Memorandum, cuyas copias van anexas.

3° Que en virtud de los memorados contratos y resoluciones, que constituian una verdadera y regular hipoteca sobre las prendas declaradas afectas á la seguridad y garantía de los empréstitos, los Tenedores de Bonos 6 0/0 1870 y 5 0/0 1872 tenian el derecho absoluto de exigir la entrega de posesion efectiva de dichas prendas y especialmente de los depósitos de Huano y de Nitrato, en el caso de no pagar el Estado deudor.

4° Que ese derecho ha sido reconocido y confirmado públicamente por numerosos actos, decretos y declaraciones del Gobierno Pe-

ruano ó de sus agentes, entre otros : 1° Por el decreto de 14 de Noviembre de 1873; 2° por la declaracion del Supremo Gobierno ante la Legislatura de 1874; 3° por la circular diplomática espedida, con fecha 11 de Enero de 1876, por S. E. Don J. S. Elguera, Ministro de Hacienda y Comercio del Perú, cuyas copias van anexas.

5° Que el servicio de los empréstitos 6 0/0 1870 y 5 0/0 1872 ha sido suspendido desde el 1° de Julio de 1875 exclusive.

6° Que en estas circunstancias el Supremo Gobierno del Perú propuso, el 7 de Junio de 1876, á los Tenedores de Bonos 6 0/0 1870 y 5 0/0 1872 un arreglo fijando amigablemente las nuevas condiciones bajo las cuales debia restablecerse y asegurarse el servicio suspendido.

7° Que no habiendo producido el arreglo celebrado los resultados que se esperaban, el servicio de los empréstitos 6 0/0 1870 y 5 0/0 1872, no ha sido restablecido en la fecha indicada, 1° de Enero de 1879.

8° Que este estado de cosas, desastroso para el crédito del Perú y para los intereses de sus acreedores, que son solidarios, ha preocupado vivamente al Congreso Peruano, siendo el objeto de largas discusiones en la Legislatura de 1879; y que el Poder Ejecutivo, fiel intérprete de la sana opinion pública, ha solicitado oficialmente por el órgano de su Ministro de Hacienda, y recibido del Congreso todos los poderes necesarios al efecto de no retardar por mas tiempo el cumplimiento de las legítimas y posibles reparaciones que se deben á los Tenedores de Bonos de los Empréstitos extranjeros 6 0/0 1870 y 5 0/0 1872, entre otras la de poner á estos últimos en posesion efectiva de sus prendas pretorias para explotarlas directamente, como para ello les han otorgado y reconocido el derecho los mencionados contratos, decretos y declaraciones;

9° Que el arreglo de 7 de Junio de 1876 no puede ser un obstáculo á esa entrega de posesion y á esa explotacion inmediatas, por cuanto dicho arreglo, que nada ha producido para los tenedores de bonos, ha venido á ser nulo, de hecho y de derecho, por obra de las mismas partes encargadas de su ejecucion; que, en efecto, la

Compañía del Huano Peruano ha violado el arreglo en cuestion (artículo 24), negándose á honrar la firma del Gobierno, en cuanto al pago de la mensualidad convenida, la que no podia ser suspendida ó reducida sino de un comun acuerdo, y en el caso especialmente previsto (caso que no ha tenido lugar) en que la importacion ó la exportacion del huano se suspendiere por causas independientes de la voluntad de los consignatarios.

En consecuencia, atendiendo á las consideraciones antedichas, y en virtud de los Plenos Poderes que han recibido, los señores Rosas y de Goyeneche declaran en nombre del Supremo Gobierno del Perú :

1° Que no habiendo sido restablecido el servicio de la Deuda Exterior Peruana el 1° de Enero de 1879, fecha designada, de comun acuerdo, entre el Gobierno y sus acreedores, todas las prendas hipotecadas para seguridad y garantía de ese servicio, con arreglo á lo espresado en los precitados contratos, actos y decretos, y especialmente los depósitos de Huano y de Nitrato deben ser, de hecho y de derecho, explotados por los Tenedores de Bonos 6 0/0 1870 y 5 0/0 1872 hasta la extincion de estas dos deudas.

2° Que el presente no tiene por objeto constituir un titulo, por cuanto los Tenedores de Bonos estaban autorizados, *ipso facto*, para explotar las prendas pretorias en cuestion, desde la misma suspension del servicio de los intereses, en garantía de los cuales se hallaban hipotecadas aquellas prendas, sino simplemente fijar las condiciones definitivas de la explotacion, á fin de establecerlas con arreglo á las necesidades del Estado previstas por la Ley y conforme al respeto debido á los contratos vigentes; quedando entendido : — con respecto al Estado, que las estipulaciones contenidas en el presente serán irrevocables; — y en cuanto á los contratos de Huano y de Salitre actualmente en vigor, así en Europa como en el Extranjero, que éstos no serán modificados sin el consentimiento espreso de los Tenedores de Bonos, los cuales podrán subrogarse á los contratistas actuales, ya sea á la expiracion de dichos contratos vigentes por via de opcion, ó bien sea antes, de comun acuerdo.

3° Que de todos los sistemas propuestos hasta el dia para la explo-

tacion de las ya mencionadas propiedades, el mas práctico y ventajoso para los acreedores del Perú es el que consiste en su participacion asegurada en los resultados de dicha explotacion.

4° Que requiriendo la realizacion de esta operacion desembolsos anticipados considerables que no seria conveniente exigir de los Tenedores de Bonos, que nada han recibido desde hace cuatro años, ha lugar á la constitucion de una Sociedad de explotacion de los Huanos y Nitratos del Perú, que se encargue de obrar en el interés y bajo la vijilancia de los Tenedores de Bonos de los empréstitos 6 0/0 1870 y 5 0/0 1872, la cual Sociedad deberá efectuar todos los desembolsos necesarios, obligándose á respetar en sus Estatutos las bases principales anexas al presente y á crear *bonos de delegacion*, que se canjearán por los Bonos 6 0/0 1870 y 5 0/0 1872 y darán derecho á 80 0/0, á lo mínimo, de todos los productos netos de la Sociedad de explotacion.

5° Que esta solucion se halla conforme en todas sus partes con los deseos de los Tenedores de Bonos 6 0/0 1870 y 5 0/0 1872, por cuanto ella no es sino la realizacion misma de los principios públicamente proclamados y reivindicados en su nombre por la mayoría de los comités, que dichos Tenedores de Bonos libremente han elegido para representarlos en las principales ciudades de Europa, en donde se ofrecieron á la suscripcion los Empréstitos peruanos.

En consecuencia :

Se ha acordado, entre las partes mas arriba mencionadas, lo siguiente :

TITULO PRIMERO

Explotacion del Huano.

ARTICULO PRIMERO.

El Supremo Gobierno del Perú reconoce á la Sociedad General de Crédito industrial y comercial el derecho de administrar y de

explotar los depósitos de Huano del Perú, en beneficio de los Tenedores de Bonos de los Empréstitos extranjeros 6 0/0 1870 y 5 0/0 1872 hasta la extincion de sus títulos, con arreglo á las condiciones establecidas en el presente.

Artº 2.

Los depósitos de huano de los cuales se pone en posesion á los Tenedores de Bonos 6 0/0 1870 y 5 0/0 1872, son todos los que se designan en los contratos de empréstitos; es decir, así los ya descubiertos como todos los que ulteriormente se descubrieren por quien quiera que sea en el territorio de la República Peruana, tal cual ese territorio se encontraba limitado en el momento mismo de la celebracion de los empréstitos; quedando convenido, que el Gobierno del Perú dará todas las facilidades é indicaciones necesarias para el descubrimiento de nuevos depósitos.

Artº 3.

La espresada Sociedad se obliga á hacer participar á los Tenedores de Bonos peruanos 6 0/0 1870 y 5 0/0 1872, y ésto hasta el completo del 80 0/0, á lo mínimo, en todos los productos netos de la Sociedad especial, que aquella se compromete á crear en el mas breve plazo posible para la explotacion de los depósitos de huano de conformidad con las bases de los Estatutos anexas al presente.

Artº 4.

La espresada Sociedad se obliga, hasta la extincion de las existencias de huano que tienen actualmente en su poder los antiguos consignatarios, ya sea en sus almacenes, á flote ó á la carga, á pagar al Gobierno del Perú, la cantidad de £ 2, en numerario y £ 2 en títulos de los empréstitos 6 0/0 1870 y 5 0/0 1872, estimados en su valor nominal y anulados, por cada tonelada de huano que se estraiga de los depósitos conforme á las condiciones del artículo 5 subsiguiente; quedando bien entendido, que no podrán extraerse ménos de 200,000 toneladas por año. El cálculo de la renta se basará sobre

el tonelage de registro mas un 40 0/0, á reserva del cómputo definitivo que se establecerá despues de la descarga. No representando las £ 2 en numerario y £ 2 en títulos sino una parte del producto del huano, el resto deberá aplicarse al servicio de los empréstitos con arreglo á las estipulaciones del artículo 3.

Artº 5.

La renta mas arriba estipulada está calculada con respecto al huano que contenga de 6 á 7 0/0 de ázoe y á una tonelada inglesa de 2,240 libras. En el caso en que la ley del huano fuese inferior á la que acaba de fijarse, la renta se reducirá proporcionalmente al precio correspondiente segun la escala Raimondi.

En ese caso la reduccion de la renta, será de 1/3 sobre la parte en numerario y de 2/3 sobre los títulos que deben pagarse por tonelada exportada.

Esta reduccion no se hará efectiva sino en tanto que las cantidades de huano superior exportadas en el mismo año no fuesen suficientes para producir, por medio de las mezclas, una ley uniforme de 6 á 7 0/0 de ázoe con los huanos inferiores exportados en el curso del mismo año.

Artº 6.

En el curso del tercer año de la explotacion, ó á partir del momento en que la espresada Sociedad venda mas de 200,000 toneladas por año, el pago de la renta se modificará, recibiendo el Gobierno: — £ 2 en títulos 6 0/0 ó 5 0/0 1872, estimados en su valor nominal y anulados, por cada tonelada de huano exportada, y £ 2, en numerario, por cada tonelada de huano vendida.

Pero á fin de permitir al Gobierno Peruano la organizacion regular de sus presupuestos y de colocarle en aptitud de disponer de recursos fijos, en vez de aguardar el resultado de las ventas, se tomará como base para fijar la renta de cada año, si el Gobierno lo desea, el mismo número de toneladas vendidas en el curso del año inmediatamente anterior, y el Gobierno tendrá derecho á tantas veces £ 2 en numerario como haya habido de toneladas vendi-

das en el curso de los doce meses precedentes; el total se dividirá en 12 mensualidades iguales, que se pondrán á la disposicion del Gobierno.

ARTº 7.

En el caso en que el guano no pudiese ser exportado, importado ó vendido por cualquiera causa independiente de la voluntad de la espresada Sociedad, la renta cesará de ser pagadera al Gobierno Peruano.

ARTº 8.

Los pagos efectuados al Gobierno, bajo estas condiciones, no producirán interes ni comision alguna en favor de una ni de otra parte; sin embargo, cada año, se formará un estado de las sumas que se haya de abonar ó de rebajar al Gobierno, en razon de las ventas efectuadas.

ARTº 9.

La renta en numerario asignada al Gobierno, segun los términos de los artículos precedentes, será pagada en letras á 90 dias de vista sobre Paris ó Londres, ó, si el Gobierno lo desea, recibirá el equivalente de dichas letras en moneda corriente en Lima.

Las letras jiradas de conformidad con las presentes estipulaciones deberán ser visadas, en Lima, por un agente acreditado al efecto por la espresada Sociedad.

ARTº 10.

La espresada Sociedad tomará, por sí misma ó por medio de los jentes acreditados por ella, posesion inmediata de todos los depósitos de huano, y dará principio, en el mas breve plazo posible, á su explotacion, exportacion y venta, en el interes de los Tenedores de Bonos de los empréstitos 6 0/0 1870 y 5 0/0 1872.

ARTº 11.

La espresada Sociedad instalará todas las oficinas y aparatos que

considere útiles á la buena explotacion, á la recepcion y al carguío de los buques, siendo absolutamente libre de elejir los depósitos que desee explotar, é igualmente de escojer las capas de huano que desee atacar ó extraer en cada depósito. Queda bien entendido que un depósito puesto en explotacion regular no podrá ser abandonado, á no ser que el huano extraido llegue á ser inferior á 4 0/0 de ázoe, ó que su explotacion exija gastos demasiado considerables.

ARTº 12.

El huano será extraido y puesto á bordo de los buques fletados por la espresada Sociedad, únicamente por los agentes y trabajadores nombrados, enrolados y pagados por dicha Sociedad. Sin embargo, miéntras subsista el contrato actual del Carguío, esa operacion se efectuará bajo los cuidados de la Compañia concesionaria del Carguío, segun los términos de su contrato, si le conviene continuarlo; siendo entendido que los gastos del carguío serán pagados por la espresada Sociedad.

ARTº 13.

El embarque se efectuará al granel, y el Gobierno podrá nombrar agentes para inspeccionar, á su costa, las cantidades exportadas, sin perjuicio del derecho que el Gobierno se reserva expresamente de hacer comprobar, del mismo modo, á su costa y por sus agentes:

1º Los análisis hechos á la salida y á la llegada;

2º El número exacto de toneladas importadas en los puertos de descarga;

3º El número exacto de toneladas vendidas cada año, por cuanto esos análisis, importaciones y ventas constituyen la base de su renta.

En caso de desacuerdo sobre el resultado de los análisis hechos contradictoriamente por el químico del Gobierno y el de la espresada Sociedad, el Gobierno y la Sociedad nombrarán un tercero dirimente en Europa, el cual fallará entre los dos primeros químicos, segun los usos.

ARTº 14.

Los gastos de explotacion, de extraccion, de análisis y de carguio del huano al granel son de cargo de la espresada Sociedad.

ARTº 15.

La espresada Sociedad podrá enviar directamente á los depósitos todos los buques fletados por ella para el trasporte del huano, y el Gobierno Peruano se obliga á mantener empleados aduaneros suficientemente autorizados al efecto de recibir, en los diferentes puntos de los depósitos puestos en explotacion, los buques que lleguen del extranjero, sea en lastre, sea con carga destinada al abastecimiento de los depósitos; quedando bien entendido que todos los instrumentos, máquinas y aparatos necesarios para la explotacion del huano serán libres de todo derecho é impuesto. Los buques deberán igualmente ser despachados directamente de los depósitos á los puertos de su destino.

ARTº 16.

El huano exportado por la espresada Sociedad estará, en todo tiempo, exento de todo impuesto ó contribucion, tanto de parte del Estado como de las Municipalidades, y los buques fletados por la espresada Sociedad no estarán sujetos al pago de otros gravámenes que los actualmente en vigor, así como tampoco se hallarán sujetos á ninguna de las verificaciones de buen estado actualmente en uso, por cuanto dichas verificaciones dan pocos resultados y aumentan el precio del flete. La espresada Sociedad se obliga, por su parte, á no fletar sino buques de 1ª ó 2ª acotacion.

ARTº 17.

La pérdida total ó parcial de los cargamentos de huano, así como las contribuciones de averia gruesa y todas otras cualesquiera averias serán de cargo espresada Sociedad. Queda, sin embargo, bien entendido que dicha Sociedad tendrá derecho á exportar nuevas

cantidades de huano correspondientes á las perdidas, ó suficientes para representar el menoscabo de las sujetas á contribucion, sin tener que abonar al Gobierno, en razon de estas nuevas cantidades, partidas que entrarian en cuenta por duplicado con las sumas ya pagadas por las cantidades perdidas ó sujetas á contribucion de averia gruesa.

ARTº 18.

La espresada Sociedad se obliga á dar toda clase de facilidades á los agentes del Gobierno para las verificaciones previstas en el artículo 13, y á entregarles todos los semestres un estado general, que comprenda el número de toneladas exportadas, recibidas, vendidas y almacenadas, é igualmente el resultado de todos los análisis.

ARTº 19.

El precio de venta del huano nativo será fijado por la espresada Sociedad con cargo de cumplir las obligaciones estipuladas por el presente en favor de los Tenedores de Bonos 6 0/0 1870 y 5 0/0 1872, bajo la reserva de que el Gobierno tendrá derecho á 50 0/0 de todo el excedente del producto medio de las ventas anuales sobre £ 12.10 por tonelada, siendo bien entendido que esta cifra representa el precio del huano entregado en los puertos.

ARTº 20.

Si la espresada Sociedad manipula el huano por medio del ácido sulfúrico, el Gobierno Peruano tendrá igualmente derecho á 50 0/0 de los beneficios resultantes de la operacion, tomando como base el precio de £ 12.10 por tonelada de huano nativo de 6 á 7 0/0 de ázoe.

ARTº 21.

Los mercados en los cuales la espresada Sociedad tiene el derecho de importar y de vender el huano son todos los mercados de Europa, mas cualesquiera otros mercados que dicha Sociedad estimare conveniente abrir en lo sucesivo, y que no se encuentren actualmenet

abiertos á la venta en virtud de un contrato ya otorgado por el Gobierno Peruano.

Con respecto á los mercados, que no sean los de Europa actualmente abiertos á la venta del huano en virtud de un contrato ya otorgado por el Gobierno Peruano, la espresada Sociedad se compromete á suministrar todos las facilidades para su ejecucion, en tanto que se trate del carguio en los depósitos, quedando bien entendido: 1° que ella se encargará directamente de hacer proceder al carguio con sus propios empleados y bajo su inspeccion, á expensas de los contratistas, con arreglo á las presentes condiciones; 2° que ella tendrá el derecho de subrogarse á dichos contratistas, ya sea á la espiracion de sus contratos por via de opcion, ó bien ántes, por via de arreglo.

Artº 22.

Todo huano del Perú que se extraiga de los depósitos en contravencion á lo estipulado en el artículo 21, ó que se importe, por quien quiera que fuese, excepto la espresada Sociedad, y con cualquier motivo que sea, en los mercados indicados en el mismo artículo 21 precedente, ya sea de los depósitos ó de otro cualquier lugar, deberá ser considerado como una mercaderia robada, que la espresada Sociedad tendrá el derecho de reivindicar y de embargar, sin perjuicio de hacer aplicar á los contraventores las leyes penales.

El producto de este huano se repartirá con arreglo á las condiciones, del presente, á prorata y con deduccion de los gastos.

Artº 23.

Todas las cuestiones relativas á la ejecucion del presente contrato, que no concierne directamente al Gobierno serán, de derecho, sometidas á los Tribunales del país en que hubiese tenido origen cada cuestion, y dichos Tribunales serán competentes para conocer de ellas y fallarlas.

Queda, sin embargo, espresamente entendido que todas las cuestiones que lle garená ser promovidas por terceros contra la Sociedad, ya sea relativamente á la posesion misma de los depósitos de huano

de que el Gobierno Peruano ha hecho abandono, ó bien con respecto á los derechos que emanan de dicha posesion, no podrán ser juzgadas sino únicamente ante los tribunales de Europa, á cuya jurisdiccion se hallan sujetos los infrascritos.

Artº 24.

Los representantes del Gobierno Peruano ceden y traspasan igualmente á la espresada Sociedad los derechos activos que pueden resultar en favor del Gobierno Peruano, ya sea de los contratos celebrados con los SS. Dreyfus, hermanos y Cª, ó bien de los contratos ajustados con la Compañia del Huano Peruano. La espresada Sociedad podrá ejercer y hacer valer estos derechos activos como hubiera podido hacerlo el mismo Gobierno Peruano.

El ejercicio de los derechos trasferidos contra los S.S. Dreyfus, hermanos y Cª, no se hará efectivo sino dentro del término de seis meses á partir de la fecha del presente contrato y en el caso en que los Señores Comisionados del Perú no hubiesen podido arribar á un arreglo directo con los S.S. Dreyfus, hermanos y Cª en el plazo prefijado, plazo que dichos Comisionados quedan libres de abreviar segun les convenga. Pero aun en el caso en que el arreglo de las cuentas de los Señores Dreyfus, hermanos y Cª se verificase con los susodichos Comisionados, la Sociedad contratante intervendrá en dicho arreglo.

Queda bien entendido que todas las sumas que puedan recobrase en la liquidacion de las cuentas de los dos últimos mencionados consignatarios se repartirán por igual entre el Gobierno Peruano y la Sociedad en proyecto.

En ningun caso el resultado de dicha liquidacion prodrá perjudicar en nada á los intereses de la espresada Sociedad.

Artº 25.

El Gobierno Peruano se obliga, por su parte, á suministrar todos los datos, documentos y facilidades para el completo y perfecto ejercicio de los derechos conferidos por el artículo precedente, é igualmente á acreditar todos los delegados, comisionados ó representantes oficiales y diplomáticos, cuyo concurso se estimare necesario. En el

caso en que los cuestiones á que puede dar lugar la liquidacion Dreyfus, hermanos y C^a, tuvieren que tratarse en el Perú, el Gobierno Peruano se compromete á prestar á la Sociedad contratante, ó á la que ella debe crear, toda la ayuda eficaz necesaria.

ARTº 26.

La espresada Sociedad tiene el derecho de recuperar por su cuenta ó por cuenta de tercero, al precio y bajo las condiciones en que la ha adquirido el Banco Nacional del Perú (si se halla disponible) la accion de participacion reversible al Gobierno conforme al Contrato de huano para Mauricio y otras colonias.

TITULO II

Explotacion del Salitre.

ARTº 27.

El Supremo Gobierno del Perú reconoce á la Sociedad General de Crédito Industrial y Comercial el derecho de tomar posesion inmediata, por sí misma ó por los agentes que á dicho efecto acreditase, de todos los criaderos de nitrato y de salitre pertenecientes al Gobierno y de las oficinas de elaboracion de salitre, para administrarlos y explotarlos en beneficio de los Tenedores de Bonos 6 0/0 1870 y 5 0/0 1872, hasta la extincion de la Deuda conforme á las condiciones estipuladas en el presente, bajo la sola reserva de respetar los derechos que garantizan á los tenedores de certificados salitreros las estipulaciones de los contratos en actual vigor.

ARTº 28.

La explotacion tendrá lugar, con respecto á los Tenedores de Bonos 6 0/0 1870 y 5 0/0 1872, bajo las mismas condiciones estipuladas en el Titulo I, relativamente á la explotacion del Huano, y abrazará :

1º La administracion de los terrenos y de las oficinas de salitre que

el Gobierno Peruano ha comprado, é igualmente la administracion de todos los terrenos y de todas las oficinas de salitre que posteriormente pudieran ser compradas por el Estado, quedando bien convenido que ninguna nueva adquisicion podrá efectuarse sin el previo consentimiento de la Sociedad;

2º El derecho de celebrar contratos de elaboracion con empresarios *ad hoc*, ó de elaborarlo directamente;

3º La exportacion y la venta del salitre en todos los mercados;

4º La recaudacion del derecho de exportacion que pagan y que deberán continuar pagando, al embarque, los productores libres de salitre.

ARTº 29.

La Sociedad pagará al Gobierno, á partir de su entrada en completa posesion y goce de la explotacion, £ 2 en numerario por cada tonelada inglesa efectiva de salitre vendida; pero despues de haber cubierto las cargas previstas mas abajo en el inciso 1º del artículo 33, y siendo entendido queno podrá exportar ménos de 100,000 toneladas por año.

Pero con el objeto de permitir al Gobierno la organizacion regular de sus presupuestos y de colocarlo en aptitud de disponer de recursos fijos, en vez de aguardar el resultado de las ventas, se tomará como base para fijar la renta de cada año, si el Gobierno lo desea, el mismo número de toneladas vendidas durante el curso del año inmediatamente anterior, y el Gobierno tendrá derecho á tantas veces £ 2, máximo en numerario, como haya habido de toneladas vendidas en el curso de los doce meses precedentes, si el producto neto de la venta de dichas toneladas, despues de cubiertas las cargas previstas en el inciso 1º del artículo 33, dejar disponible la espresada renta; y en ese caso el total, cualquiera que sea, correspondiente al Gobierno Peruano se dividirá en 12 mensualidades iguales que se pondrán á su disposicion.

Se estipula, ademas, que si el precio medio anual de la ventas del salitre pasa de £ 16 por tonelada, el 50 0/0 del excedente será abonado en cuenta al Gobierno.

Cuando los certificados salitreros hayan sido completamente amortizados, la renta pagadera al Gobierno por la espresada Sociedad será de £ 2 en numerario y £ 2 en Bonos 6 0/0 1870 y 5 0/0 1872, valor nominal, anulados, por cada tonelada efectiva inglesa vendida.

ARTº 30.

En el caso en que el salitre no pudiese ser exportado, importado ó vendido por cualquiera causa independiente de la espresada Sociedad, la renta cesará, *ipso facto*, de ser pagadera.

ARTº 31.

Los pagos efectuados al Gobierno con arreglo á dichas condiciones no producirán interés ni comision alguna en favor de una ni de otra parte; sin embargo, cada año se formará un estado de las sumas que se haya de abonar ó de rebajar al Gobierno, en razon de las ventas realizadas.

ARTº 32.

La renta asignada al Gobierno, segun los términos de los artículos precedentes, será pagada en letras á 90 dias de vista sobre Paris ó Londres ó, si el Gobierno lo desea, recibirá el equivalente de dichas letras en moneda corriente en Lima. Las letras jiradas conforme á las condiciones del presente convenio deberán ser visadas, en Lima, por un agente acreditado al efecto por la espresada Sociedad.

ARTº 33.

La espresada Sociedad se obliga :

1º A pagar, al cambio y en la fecha estipulados, — con prioridad y de preferencia, con el producto neto de las ventas y una parte del impuesto sobre el salitre, deducidos todos los gastos tal cual se especifican en el presente contrato, pero únicamente con dicho producto, — los intereses y la amortizacion de los bonos ó certificados

entregados ya por el Gobierno en pago de las oficinas de los antiguos dueños expropiados, é igualmente el interés y amortizacion de los certificados que puedan ser entregados por la espresada Sociedad con arreglo á las condiciones insertas en el presente; quedando bien entendido, que la espresada Sociedad no asume responsabilidad alguna en cuanto á la suficiencia ó insuficiencia del producto afecto al servicio de la Deuda Salitrera. La espresada Sociedad tendrá, por otra parte, el derecho de crear nuevos bonos salitreros, sea en una forma análoga á la estipulada por el Gobierno Peruano respecto al canje de los títulos 6 0/0 1870 y 5 0/0 1872 (paj. 5, § 1), ó bajo otra forma cualquiera, pudiendo ofrecerlos á los tenedores de los certificados salitreros actuales en cambio de sus títulos;

2º A aplicar á la amortizacion de los Bonos Peruanos 6 0/0 1870 y 5 0/0 1872, las sumas afectas al servicio de la Deuda Salitrera cuando esta última se haya extinguido;

3º A tomar por base de los gastos de explotacion las mismas condiciones estipuladas en los artículos 6, 7 y 8 del contrato de 10 de Julio de 1878, ajustado entre el Gobierno Peruano y el Banco La Providencia :

4º A respetar todos los demas contratos vigentes relativos al salitre;

5º A respetar y cumplir las cláusulas subsiguientes.

ARTº 34.

Los futuros contratos de compra de oficinas, de paradas y de terrenos salitreros no serán válidos sin la aprobacion de la espresada Sociedad, solamente la cual podrá entregar á los propietarios vendedores los títulos, cuya creacion y entrega para el pago del valor de los terrenos y oficinas, vendidos en esa forma, se hallan autorizados por el Decreto de 14 de Diciembre de 1875, sin perjuicio de los pagos que dicha Sociedad tendrá que efectuar, al contado, segun los términos del memorado decreto, del valor del carbon de tierra, de la cebada, de los sacos y demas artículos de explotacion de cada oficina de salitre, cuya venta sea aceptada por ella.

Artº 35.

La espresada Sociedad entregará á los contratistas de elaboracion todos los terrenos y oficinas que ella estimare conveniente entregar y abrir á la elaboracion del salitre. Las oficinas desocupadas permanecerán cerradas bajo la vigilancia de dicha Sociedad, la cual deberá instalar y mantener guardianes en ellas y proveer á su conservacion.

Artº 36.

Todos los gastos que pueda ocasionar la toma de posesion de las oficinas y paradas no utilizadas para la elaboracion, serán considerados como gastos de explotacion y deducidos del producto.

Artº 37.

El conjunto de elaboracion anual bajo cualquiera forma que se adopte, directamente ó por contratos de elaboracion, no podrá bajar de dos millones de quintales españoles, ó sea aproximadamente 100.000 toneladas inglesas de salitre. Sin embargo, dicha cifra podrá ser reducida por la espresada Sociedad en el caso en que la acumulacion en almacenes demuestre que los mercados de consumo no son susceptibles de absorber esa cantidad.

La espresada Sociedad tendrá, por otra parte, el derecho, si las demandas lo justifican, de aumentar la produccion del salitre en toda la cantidad que estimase necesaria.

Artº 38.

La espresada Sociedad se obliga á respetar los contratos de elaboracion de salitre; pero á la expiracion de dichos contratos, dicha Sociedad sola tendrá el derecho de celebrar otros nuevos, en subasta pública, con los mismos contratistas ó con otros, á no ser que prefiera elaborarlo directamente, lo que es árbitra de hacer sin que, en este último caso, el precio de elaboracion pueda exceder del que pudiera obtenerse en pública subasta.

Artº 39.

El salitre exportado por la espresada Sociedad jamas estará sujeto al pago de impuesto ó de contribucion alguna, asi de parte del Estado como de parte de las Municipalidades, y su precio de venta será fijado por dicha Sociedad.

Artº 40.

Con el fin de terminar lo mas pronto posible la operacion del rescate de las oficinas de salitre que aun restan por venderse, el Gobierno se obliga á fijar un plazo de seis meses, contados desde la notificacion del presente al Supremo Gobierno. A la expiracion de dicho término, las oficinas no-rescatadas no podrán beneficiar de las condiciones y ventajas estipuladas en la ley de 28 de Mayo y en el decreto de 14 de Diciembre de 1875.

Los propietarios estarán, en dicho caso, obligados á tratar amigablemente con la espresada Sociedad, si ésta consintiere en adquirir las oficinas que se le ofrezcan.

Artº 41.

Mientras haya productores libres de salitre, todo el salitre exportado por cualquiera, excepto la espresada Sociedad, será gravado con el actual derecho de salida, sea 1 sol 25 centavos por quintal al cambio de 40 péniques; quedando espresamente convenido, que el Gobierno peruano se obliga á solicitar del Poder Legislativo el aumento del espresado derecho en el mas breve plazo, á fin de elevarlo á 2 soles por quintal, al mismo cambio de 40 péniques.

Artº 42.

A partir del momento en que la espresada Sociedad entre en el pleno goce de los derechos otorgados por el presente, ella recaudará los derechos de salida establecidos ó por establecer sobre el salitre; y desde ese momento, todo salitre exportado por cualquiera, excepto

la espresada Sociedad; sin haber erogado entre las manos de la Sociedad el impuesto establecido, deberá ser considerado como una mercadería de contrabando, que la Sociedad tiene el derecho de embargar y de reivindicar ante todas las jurisdicciones, sin perjuicio de la aplicacion de las leyes penales á los contraventores; y queda formalmente estipulado á este respecto, que los artículos 22 y 23, relativos al Huano, son absolutamente aplicables al Salitre.

ARTº 43.

La espresada Sociedad recibirá, á título de gastos de recaudacion, una comision de 5 0/0 sobre el importe de los derechos de exportacion, que cobre sobre el Salitre.

ARTº 44.

Sobre el importe de los derechos así recaudados, deducida la comision de 5 0/0 por gastos, el 50 0/0 del producto de los derechos en cuestion será asignado al Gobierno. Lo sobrante será aplicado por la Sociedad al pago de las obligaciones cargas y gastos mas arriba estipulados; y el resto disponible, despues de cubiertas y pagadas todas dichas obligaciones, cargas y gastos, quedará afecto al reembolso á la paró al rescate de los certificados salitreros.

ARTº 45.

Todos los artículos necesarios para la elaboracion del salitre, que importe la espresada Sociedad no estarán sujetos al pago de otros derechos de importacion que los existentes en virtud de leyes actualmente en vigor.

ARTº 46.

La espresada Sociedad queda irrevocablemente subrogada, con sujecion á las prescripciones del presente, en todos los derechos del Gobierno Peruano relativamente á la explotacion del salitre, á su administracion, á su elaboracion, á su venta y á la recaudacion

de los impuestos que gravan ó que puedan gravar la exportacion de ese producto conforme á los términos y condiciones del presente.

Si la espresada Sociedad extrajese de los criaderos de nitrato y de los salitrales otros productos distintos del salitre, el Gobierno del Perú tendrá derecho al 50 0/0 de los beneficios de esas explotaciones especiales.

ARTº 47.

Todas las cláusulas relativas á la explotacion del Huano regirán la explotacion del Salitre, en tanto que dichas cláusulas no sean contrarias á las del presente Título, ó inaplicables á consecuencia de la naturaleza diferente del producto.

TITULO III

Artículos adicionales.

ARTº 48.

El presente contrato dará principio el mismo dia de su firma y expirará el dia en que el Gobierno reciba el ultimo título de los Empréstitos Peruanos 6 0/0 1870 y 5 0/0 1872, con arreglo á las condiciones prescritas en el presente y en las bases de los Estatutos anexos.

ARTº 49.

Los Representantes del Supremo Gobierno en el Extranjero deberán, despues de firmado, dar conocimiento del presente, en la forma diplomática, á las diversas Potencias cerca de las cuales estén acreditados.

El Gobierno se compromete ademas á hacer directamente, y en la misma forma, igual notificacion á las Potencias cerca de las cuales no tuviese Representante oficial, á fin de que ninguna Nacion

ignore los derechos que de hoy en lo adelante, puede ejercer, ante todas las jurisdicciones y ante todos los Poderes, la Sociedad encargada de obrar en el interés de los Tenedores de Bonos peruanos 6 0/0 1870 y 5 0/0 1872.

ARTº 50.

La espresada Sociedad quedará de pleno derecho exonerada de cuales quiera responsabilidades que puedan derivarse del presente, desde el día en que esté constituida la Sociedad especial, que ella se obliga a crear con el fin de asegurar la ejecucion del presente contrato.

ARTº 51.

Si llegase á ser necesario transmitir al Perú copia de las presentes con todas las formas legales, el Gobierno del Perú exime, segun el uso, á la Sociedad del pago de todo gasto y de los derechos de timbre.

Hecho por duplicado en Paris, el siete de Enero de mil ochocientos ochenta.

LEIDO Y APROBADO :	LEIDO Y APROBADO :	LEIDO Y APROBADO :
<i>El Presidente de la Sociedad general de Crédito industrial y comercial.</i>	F. ROSAS.	JUAN M. DE GOYENECHÉ

H. DURRIEU.

CONDICIONES

Que se deben observar en los Estatutos de la Sociedad de los Huanos y Nitratos del Perú, en cuanto no se opongan á las leyes del país que rijan la proyectada constitucion de dicha Sociedad.

TITULO PRIMERO

**Denominacion. — Objeto. — Duracion de la Sociedad.
Asiento social.**

ARTÍCULO PRIMERO.

Fórmase, entre los infrascritos y los suscritores á todas las acciones que mas abajo se crean, una sociedad anónima ó de responsabilidad limitada, bajo la denominacion de « *Sociedad de los Huanos y Nitratos del Perú* ».

ARTº 2.

La Sociedad tiene por objeto la administracion y explotacion de los depósitos de Huano, de los terrenos y oficinas de Nitrato y de Salitre del Perú, en beneficio de los Tenedores de Bonos de los Empréstitos extranjeros peruanos 6 0/0 1870 y 5 0/0 1872, en cuyo favor han sido hipotecados en garantía dichos depósitos, terrenos y oficinas.

Dichas administracion y explotacion deberán llevarse á efecto con arreglo á los términos y condiciones del contrato celebrado el 7 de Enero de 1880, entre el Gobierno del Perú y la Sociedad general de Crédito industrial y comercial.

ARTº 3.

La Sociedad dará principio desde la fecha del precitado contrato y se pondrá en liquidacion el dia mismo en que se amortize el último título de los Empréstitos peruanos 6 0/0 1870 y 5 0/0 1872, salvo prorogacion de comun acuerdo con el Gobierno del Perú.

ARTº 4.

El asiento de la Sociedad y su domicilio legal se establecerán en Paris ó en Lóndres, con facultad de establecer sucursales en todas partes en donde se juzgare conveniente.

TITULO II

Aportaciones.

ARTº 5.

La Sociedad general de Crédito industrial y comercial aportará á la Sociedad por crear, le hará cesion y traspaso del Contrato de fecha 7 de Enero de 1880.

Esta cesion se efectuará bajo la espresa reserva de que la Sociedad respetará todos los contratos y compromisos aceptados por el Crédito industrial; siendo bien entendido, que debiendo ejecutarse la administracion y explotacion en beneficio de los Tenedores de Bonos peruanos 6 0/0 1870 y 5 0/0 1872, nadie puede tener derecho, en razon de esta aportacion y cualesquiera que sean los gastos hechos ó por hacer, á ninguna indemnizacion pecuniaria, sino únicamente á las acciones de fundacion que darán derecho á una parte en las utilidades de la Sociedad, si las hubiese.

TITULO III

Capital social. — Acciones. — Partes de fundadores. — Bonos de delegacion. — Obligaciones. — Empréstitos. — Certificados de aduana. — Warrant.

ARTº 6.

El capital social se fija en la suma de cincuenta millones de francos, dividido en 100.000 acciones de á 500 francos cada una.

ARTº 7.

Se crearán partes de fundadores de conformidad con el artículo 12 subsiguiente. El Consejo de Administracion determinará la forma y número de dichas partes, que serán atribuidas :

1º Hasta el completo de la mitad, al Crédito industrial y comercial en representacion de la aportacion de diversos contratos y compromisos aceptados por él, y del concurso que se le ha prestado.

2º Hasta el completo de la otra mitad, se repartirá á prorata entre los primeros suscritores á las acciones.

ARTº 8.

Se crearán ademas de conformidad con las estipulaciones del Contrato de fecha 7 de Enero de 1880 (paj. 5, § 4º, paj. 6, art. 3); 800,000 bonos de delegacion de un valor nominal de 500 francos cada uno, ó 1,600,000 bonos de delegacion de 250 francos, segun que una ú otra subdivision se considere como mas adecuada al canje.

El conjunto de estos bonos dará derecho á 80 0/0, á lo mínimo, en todos los productos netos de la Sociedad, no pudiendo las acciones y partes de fundacion tener derecho sino á 20 0/0 en esos mismos productos. Estos bonos destinados á los Tenedores de Bonos de los Empréstitos peruanos 6 0/0 1870 y 5 0/0 1872, les serán entregados a prorata de estos ultimos títulos, calculados :

A 55 0/0 del valor nominal, los títulos del 6 0/0 1870.
A 45 0/0 " " " 5 0/0 1872.

Queda bien entendido que los títulos 5 0/0 1872 creados, hasta el completo de la suma de L 13,585,000, valor nominal, para la conversión del Empréstito 1870 y depositados en el Banco de Inglaterra según los términos del aviso publicado en Londres, en Agosto de 1873, por los señores J.-H. Schröder, Stern y C^a, no tendrán parte en el canje.

Estos últimos títulos serán anulados, en presencia de un representante de la Sociedad, de los representantes de los Tenedores de Bonos 6 0/0 1870 y 5 0/0 1872, y de uno de los Comisionados del Gobierno Peruano, signatarios del presente contrato, ó en su defecto, en presencia del Representante oficial del Gobierno del Perú en París ó en Londres.

Los bonos de delegación entregados por vía de canje de los títulos peruanos 6 0/0 1870 y 5 0/0 1872, no depositados en el Banco de Inglaterra, no constituirán con respecto á los cambistas una novación, sino una simple representación, exigida por las cláusulas del Contrato de fecha 7 de Enero de 1880.

En tal virtud, los títulos peruanos 6 0/0 1870 y 5 0/0 1872, entregados á la Sociedad, en cambio de los bonos de delegación, no serán anulados, sino ántes bien depositados en las cajas de la Sociedad general de Crédito industrial en París, ó en las que la Sociedad designará en el Extranjero. Esos bonos no podrán ser retirados de dichas cajas, sino con el objeto de ser amortizados y entregados anulados al Gobierno Peruano bajo las condiciones previstas y estipuladas en el Contrato de fecha 7 de Enero de 1880 (Artículos 4, 5 et 6); de tal manera que, si surtiesen dificultades la Sociedad podrá y deberá encontrarse en todo tiempo, en aptitud de restituir á los Tenedores de bonos de delegación, títulos del 6 0/0 1870 y del 5 0/0 1872 en la misma proporción del canje; es decir, en aptitud de restablecer á los Tenedores de bonos de delegación en las mismas condiciones en que se encontraban relativamente á la posesión de sus títulos, pero sin distinción de números, al celebrarse el Contrato de 7 de Enero de 1880.

Artº 9.

La Sociedad podrá contratar cualesquiera empréstitos bajo la forma de obligaciones, bonos á plazo fijo ó variable, certificados de aduana (warrants), etc., con el fin de proveer á las necesidades de la explotación.

El modo y forma de estos empréstitos serán determinados por el Consejo de Administración.

Podrán crearse igualmente títulos especiales para la explotación del Salitre, con sujeción á las prescripciones del artículo 33 (paj. 16) del Contrato de fecha 7 de Enero de 1880.

El término para el canje de los títulos 6 0/0 1870 y 5 0/0 1872 por bonos de delegación se fija en un año á partir de la fecha de la publicación que hará la Sociedad en los diarios ingleses, franceses, belgas, holandeses y alemanes.

Artº 10.

Pagos sobre las acciones. — Forma de las acciones. — Cesión de títulos. — Su depósito. — Responsabilidad de los accionistas. — Derecho de las acciones amortizadas á una acción de goce, etc.

La Sociedad deberá conformarse, sobre todos estos puntos, á los usos y á la jurisprudencia.

TITULO IV

Cuentas anuales. — Intereses. — Dividendos. — Fondo de reserva. Amortización.

Artº 11.

Se formará cada año un inventario general del activo y del pasivo de la Sociedad: este inventario será sometido á la Junta general.

Los productos de la empresa servirán ante todo para pagar los gastos correspondientes á la explotacion, los de administracion, el interés y la amortizacion de los empréstitos que se hubieren podido contraer bajo alguna de las formas previstas en el artículo 4º, y en general, todas las cargas sociales, inclusive un interés de 5 0/0 á las acciones de capital.

ARTº 12.

Pagadas todas las cargas antedichas, se apartará :

1º Una cuota destinada á la amortizacion de los bonos de delegacion creados de conformidad con el artículo 8º. Esta cuota será determinada por el importe de los títulos peruanos 6 0/0 1870 y 5 0/0 1872 entregados al Gobierno segun los términos del Contrato, fecha 7 de Enero de 1880, puesto que el número de los bonos de delegacion circulantes deberá siempre corresponder al de los títulos peruanos 6 0/0 1870 y 5 0/0 1872 no amortizados, y ésto en la proporcion exacta del canje.

2º Una cuota suficiente para constituir un fondo de reserva para los gastos extraordinarios imprevistos. Esta cuota cesará cuando el fondo de reserva haya ascendido á una suma por fijar.

3º Una cuota destinada á la amortizacion de las acciones.

El resto, despues de deducidas estas diversas cuotas, será considerado como el producto neto de la explotacion y se repartirá :

1º Con arreglo á las estipulaciones del Contrato, á los bonos de delegacion entregados á los Tenedores de títulos de los Empréstitos peruanos 6 0/0 1870 y 5 0/0 1872, hasta el completo de 80 0/0

2º A las acciones de capital..... 10 0/0

3º A las partes de fundadores..... 10 0/0

Total.. 100

ARTº 13.

El interés no servido sobre los títulos amortizados y procedentes bien sea de la Deuda del Huano ó de la del Salitre, se repartirá cada año del modo siguiente :

30 0/0 al Gobierno Peruano como renta adicional.

30 0/0 á los Tenedores de bonos de delegacion como asignacion suplementaria.

20 0/0 á la amortizacion extraordinaria por via de compra en Bolsa ó por via de sorteo de los bonos de delegacion, y por consiguiente de los títulos peruanos que esos bonos representan.

10 0/0 á las acciones de capital á título de dividendo suplementario.

10 0/0 á las partes de fundadores.

Con respecto á la reparticion del 80 0/0 asignado á los bonos de delegacion, se considerarán como emitidos todos los bonos cuya creacion se halla estipulada por el artículo 8º, y la Sociedad entregará al Gobierno Peruano toda la parte de dicho 80 0/0 correspondiente á los bonos de delegacion no emitidos, en virtud de la no presentacion al canje de los respectivos títulos peruanos 6 0/0 1870 y 5 0/0 1872.

En cuanto á la amortizacion estipulada en el § 1 del Artículo 12, la Sociedad entregará cada año al Gobierno todas las sumas correspondientes á la amortizacion de los bonos de delegacion no emitidos, y la Sociedad quedará exonerada de la obligacion de entregar al Gobierno Peruano tantas veces £ 2 en títulos 6 0/0 1870, y 5 0/0 1872, cuantas veces hubiese erogado una libra en numerario.

Queda bien entendido que en cambio de la ejecucion de las dos cláusulas precedentes, el Gobierno del Perú será el solo responsable para con los Tenedores de Bonos 6 0/0 1870 y 5 0/0 1872, que no hubiesen efectuado el canje en tiempo hábil.

ARTº 14.

Modo de amortizacion de las acciones; — de los bonos de delegacion, de las obligaciones, certificados de aduana (Warrants); — fecha de los sorteos; — pago de intereses y dividendos; — prescripcion; — etc., etc., etc.

La Sociedad deberá, sobre todos estos diversos puntos, conformarse á los usos y á la jurisprudencia.

TITULO V

Consejo de Administracion.

ARTº 15.

Número de administradores. — Garantías que deben prestar los administradores. — Eleccion de los miembros del Consejo, del Presidente y de un Vice-presidente. — Reemplazo en casos de vacante ó de dimision. — Duracion de las funciones. — Reeleccion. — Sesiones del Consejo. — Validez de las deliberaciones. — Actas. — Poderes del Consejo. — Delegaciones. — Vales de presencia. — Remuneracion fija. — Obligaciones contraidas. — Formalidades para las transacciones, ventas, canjes, etc.

La Sociedad deberá, sobre todos estos diversos puntos, conformarse á los usos y á la jurisprudencia.

TITULO VI

Representantes de los Tenedores de Bonos Peruanos 6 0/0 1870 y 5 0/0 1872, cerca de la Sociedad.

ARTº 16.

Los Tenedores de bonos de delegacion tendrán el derecho de constituir un Comité de proteccion y de vijilancia de sus inte-

reses compuesto de X miembros nombrados por los cien mas fuertes Tenedores de bonos de delegacion en circulacion, y de X miembros designados por los Comités de proteccion actualmente existentes en Europa.

La Sociedad consiente en comunicar, todos los trimestres, un estado de sus operaciones á dicho Comité, que representará la universalidad de los Tenedores de bonos de delegacion. La Sociedad consiente, asi mismo, en poner sus libros á la disposicion del espresado Comité todos los años, en la quincena subsiguiente á la Junta general de accionistas.

ARTº 17.

Todos los gastos, que ocasione la ejecucion del mandato del Comité que acaba de mencionarse, correrán á cargo de la Sociedad; quedando entendido que dichos gastos no podrán exceder de la suma anual de cien mil francos. cuya distribucion se hará bajo el cuidado del referido Comité.

TITULO VII

Representantes del Gobierno Peruano.

ARTº 18.

El Gobierno Peruano tiene el derecho de acreditar, á su costa, cerca de la Sociedad, agentes especiales, á quienes la espresada Sociedad deberá suministrar todos los datos y medios necesarios para fiscalizar las operaciones que sirven de base á la renta asignada al Gobierno, en virtud del Contrato de fecha 7 de Enero de 1880.

TITULO VIII

De la Junta general.

Artº 19.

Composicion de la Junta. — Número de votos por acciones. — Apoderados. — Depósito de las acciones antes de la Junta. — Resoluciones obligatorias. — Fecha de cada junta. — Plazo de convocatoria. — Presidente, escrutador y secretario de la Junta. — Validez de la Junta. — Voto público ó en escrutino secreto. — Validez de los resultados del voto. — Aprobacion de las cuentas. — Resolucion. — Modificaciones á los Estatutos en cuanto no alteren la situacion asegurada á los bonos de delegacion. — Actas. — Hoja de presencia, etc. etc.

La sociedad deberá, en todos estos puntos, conformarse á los usos y á la jurisprudencia.

TITULO IX

Disolucion y Liquidacion.

Artº 20.

En cualquier época en que la Sociedad se disuelva ó se liquide, deberá respetarse, en primer lugar, los derechos estipulados en el anterior artículo 8º en favor de los Tenedores de Bonos peruanos 6 0/0 1870 y 5 0/0 1872.

En cuanto á todas las demas formalidades, la Sociedad deberá sujetarse á los usos y á la jurisprudencia.

TITULO X

Asuntos contenciosos.

Artº 21.

La Sociedad deberá sujetarse á los usos y á la jurisprudencia, en cuanto á las formalidades establecidas en caso de litigios. Sin embargo, queda formalmente estipulado, que todas las demandas que, con cualquier motivo que sea, llegasen á suscitar los Tenedores de Bonos peruanos 6 0/0 1870 y 5 0/0 1872 *no canjeados*, serán denegadas por la Sociedad, en virtud de que el Gobierno Peruano ha aceptado toda la responsabilidad con respecto á los tenedores de dichos títulos, y asumido absolutamente á su cargo todas sus reclamaciones.

Paris, siete de Enero de mil ochocientos ochenta.

LEIDO Y APROBADO : LEIDO Y APROBADO : LEIDO Y APROBADO :

H. DURRIEU.

F. ROSAS.

J. M. DE GOYENECHE.

IMPRIMERIE CENTRALE DES CHEMINS DE FER. — A. CHAIX ET C^{ie}, RUE BERGÈRE, 30, A PARIS. — 1020-0110

ANEXOS AL CONTRATO

ENTRE

EL SUPREMO GOBIERNO DEL PERÚ

Y

LA SOCIEDAD GENERAL DE CRÉDITO INDUSTRIAL Y COMERCIAL

PARA

EL ARREGLO DEFINITIVO DE LOS EMPRÉSTITOS EXTRANJEROS PERUANOS

6 % 1870 y 5 % 1872



PARIS

IMPRIMERIE CENTRALE DES CHEMINS DE FER

A. CHAIX ET C^e

RUE BERGÈRE, 20, PRÈS DU BOULEVARD MONTMARTRE

1880

ANEXO N° I

REPÚBLICA PERUANA

PLENO PODER

Luis La Puerta, Primer Vice-Presidente de la República, Encargado del Poder Ejecutivo.

Por cuanto: en decreto de esta fecha se ha nombrado al Señor Dr. Dn. Francisco Rosas, Presidente del Senado, y al Señor Dn. Juan Mariano de Goyeneche, Ministro del Perú en Francia, Comisionados extraordinarios especiales, para que, como legítimos representantes del Poder Ejecutivo del Perú, celebren en Europa todos los contratos, hagan todos los arreglos y combinaciones que crean necesarios para dar cumplimiento á la ley que en esta fecha ha expedido el Poder Legislativo, cuyo tenor literal es el siguiente :

Luis la Puerta, Primer Vice-Presidente de la República, Encargado del Poder Ejecutivo.

Por cuanto el Congreso ha dado la ley siguiente.

El Congreso de la República Peruana, ha dado ley siguiente :

ARTICULO PRIMERO. — Se autoriza al Poder Ejecutivo para que celebre arreglos definitivos sobre los asuntos siguientes : 1° sobre la deuda externa; 2° sobre cuestiones pendientes con las actuales casas contratistas de guano ; 3° sobre contratos de venta de guano con los tenedores de bonos de la deuda externa, ó con cualquiera casa ó compañía con conocimiento de los tenedores.

Artº. 2. — Los contratos de venta de guano á que se refiere el inciso anterior, se harán en las siguientes condiciones : 1° Los compradores tomarán el guano en

los depósitos de este abono en la República; 2º serán de cuenta de los compradores todos los gastos que ocasione la exportación del guano, inclusive el flete, peso y carguío. Lo serán igualmente todas las pérdidas y averías que sufra el guano en la navegación. Comuníquese al Poder Ejecutivo para que disponga lo necesario á su cumplimiento.

Dada en la Sala de sesiones del Congreso en Lima, á 10 de Octubre de 1879.

Firmado : F. ROSAS, Presidente del Senado,

Firmado : RICARDO W. ESPINOZA, 1º Vice-Presidente de la Cámara de Diputados.

Firmado : JOSÉ V. ARIAS, Senador Secretario.

Firmado : CARLOS M. ELIAS, Diputado Secretario.

Por tanto, mando se imprima, publique y circule, y se le dé el debido cumplimiento.

Dado en la casa de Gobierno en Lima, á los trece días del mes de Octubre de mil ochocientos setenta y nueve.

Firmado : LUIS LA PUERTA.

Firmado : J.-F. PAZOS.

Por tanto : y con el voto consultivo del Consejo de Ministros ; he tenido á bien conferirles, como en efecto les confiero, el *Amplio y Pleno Poder* cual en derecho se requiere, para que den cumplimiento al decreto indicado y á la ley trascrita. Los Comisionados especiales procederán en todo *mancomun et insolidum*. y en los casos de fallecimiento, ausencia ó incapacidad de uno de ellos, podrá el otro hacer uso del presente pleno poder.

Dado en el Palacio de Gobierno en Lima, á los trece días del mes de Octubre del año de mil ochocientos setenta y nueve.

Firmado : LUIS LA PUERTA.

Firmado : J.-F. PAZOS.

(Siguen las legalizaciones de estilo).

Por copia conforme :

Firmado : JUAN M. DE GOYENECHÉ.

MINISTERIO
DE
HACIENDA Y COMERCIO

Lima, noviembre 26 de 1879.

*Sres. Comisionados Fiscales Dr. D. Francisco ROSAS
y D. Juan M. Goyeneche y Gamio.*

En acuerdo de  se ha expedido el supremo decreto que sigue :

Teniendo en consideración que los sucesos de la guerra demandan que en el arreglo que deben realizar los Comisionados fiscales Dr. D. Francisco ROSAS y D. Juan Mariano Goyeneche y Gamio sobre cuestiones de huano y de los Tenedores de Bonos de Deuda Externa en virtud de las amplias autorizaciones que se les ha conferido, conforme á las leyes de la materia, se haga extensivo al Salitre; autorízase á dichos funcionarios para que procedan en el sentido indicado, consultando al efecto lo mas conveniente en favor de los intereses del Estado. Comuníquese y regístrese. Rúbrica de S.-E. — Quimper.

Que trascribo á U. S. S. para su cumplimiento, manifestándoles que no puede ocultarse á U. S. S. la importancia de que se proceda conforme á lo dispuesto en el decreto anterior, desde que ello facilitará la realización del arreglo, asegurando un importante ingreso, á la vez que se garantiza con el los derechos de nuestros acreedores.

El Gobierno espera del celo y acendrado patriotismo de U. S. S. que tomen todo interés en la realización de tan importante asunto.

Dios gue. á U. S. S.

Firmado : J.-M. QUIMPER.

Por copia conforme :

JUAN M. DE GOYENECHÉ.

ANEXO N° 2

Contrato de 19 de mayo 1870 para la Emision del Empréstito peruano 60/0 entre los Señores Dreyfus hermanos y C^{ia} y el Señor D. José M. La Torre Bueno, Comisario del Gobierno peruano para el dicho Empréstito.

El Señor don José Maria La Torre Bueno, en representacion del Supremo Gobierno del Perú, y en virtud de los plenos poderes con que le ha investido, cuya copia va adjunta, de una parte;

Y de la otra, los señores Dreyfus hermanos y C^{ia} de Paris;

Han convenido en lo siguiente :

ARTICULO PRIMERO. — El Supremo Gobierno del Perú, debidamente autorizado por la ley de quince de Enero de mil ochocientos sesenta y nueve para la construccion de los Ferro-carriles de la República, faculta à los señores Dreyfus hermanos y C^{ia} para la emision de obligaciones por el valor de los Ferro-Carriles del Callao à la Oroya y de Arequipa à Puno importantes cincuenta y nueve millones seiscientos mil soles ó su equivalente en libras esterlinas, cuya emision la podrán hacer por sí ó por quienes los representen.

ART° 2. — Queda à la eleccion de la Casa contratante hacer la emision de estas obligaciones de una sola vez, ó bien parcialmente; pero en el caso que no se hubiese cubierto la suscripcion por el todo ó en suma bastante para poder hacer frente con su producto à la ejecucion de las obras y à la compra de todos los materiales necesarios para los espresados Ferro-Carriles, los contratantes se obligan à tener à la disposicion del Supremo Gobierno la suma que necesite entregar al señor Meiggs, parcialmente conforme à su contrato, al interés corriente del cinco por ciento, reembolsándose de los adelantos y de los intereses con el producto de las primeras ventas que hagan de los Bonos no suscritos; siendo entendido que si estas ventas no pudiesen verificarse al tipo de ochenta por ciento, el supremo Gobierno se obliga à reembolsar los adelantos hechos dentro de un año.

ART° 3. — La forma del Bono, su redaccion, valor de cada uno, séries en que se distribuyan, y quien ó quienes los han de firmar, será determinado por decreto especial del Supremo Gobierno del Perú, pero es entendido que sobre estos Bonos no podrá imponer retencion ni gravamen de ninguna clase; que serán amortizados por sorteo y à la par, à partir del primero de Julio de mil ochocientos ochenta por dos sorteos anuales hasta su completa cancelacion, que se efectuará por medio de un fondo de dos por ciento anual sobre el capital nominal del empréstito, au-

mentándose con los intereses acumulativos, y que se satisfarán los intereses dos veces al año à razon de seis por ciento anual, principiando desde el primero de Enero de mil ochocientos setenta.

ART° 4. — Como seguridad, para el pago de los intereses y el reembolso del total empréstito, el Gobierno afecta todas las rentas de la Nacion y especialmente todos los productos de las aduanas de la República, el producto de la venta del guano en Europa y América que quede libre despues de cubiertas las obligaciones à que actualmente se halla afecto, la propiedad de los ferro-carriles del Callao à la Oroya, de Arequipa à Puno, y de Mejia à Arequipa, asi como el producto total de su explotacion.

ART° 5. — Los señores Dreyfus hermanos y C^{ia} se obligan à tomar à firme del Gobierno de Perú la cantidad de cinco millones de libras esterlinas del Capital nominal de este empréstito al precio de ochenta por ciento, cuyo valor tendrán al crédito del Gobierno un mes despues de firmar este contrato.

ART° 6. — El Gobierno autoriza à los señores Dreyfus hermanos y C^{ia} à abrir ó mandar abrir, por sus representantes, en las plazas de Lóndres, Paris, Amsterdam, ó en todos los lugares que juzguen por conveniente, una suscripcion pública por todo ó parte del empréstito, fijando ellos mismos las condiciones de la emision y del pago.

El precio de la emision no podrá ser inferior de ochenta por ciento. Si se realiza à un tipo mas elevado que ese precio, el Gobierno tendrá derecho à la mitad de la diferencia entre ochenta por ciento y el precio de emision sobre la cantidad colocada en suscripcion pública.

ART° 7. — Los contratantes abrirán al Gobierno una cuenta corriente en que llevarán à su crédito el producto del empréstito ganando el interés del cinco por ciento anual. El Gobierno podrá disponer del importe de este crédito conforme à los decretos expedidos para la construccion de los ferro-carriles, à saber por medio de letras giradas à noventa dias vista contra los contratantes ó sus banqueros, que indicarán para las cantidades que deben entregarse en Lima, y por las cantidades en Europa conforme à lo estipulado en la contrata.

ART° 8. — Los intereses que devenguen el producto de los Bonos colocados à firme, y el de los suscritos por el público, se aplicarán à la compra de los Bonos que no puedan emitirse à razon de ochenta por ciento; y si se lograra la total colocacion de dichos Bonos, estos intereses se tendrán à disposicion del Gobierno semestralmente.

ART° 9. — Como por el contrato de Agosto del año pasado la misma Casa contratante, en virtud de los adelantos que ha hecho al Supremo Gobierno, tiene un

erecho preferente sobre los depósitos del guano existentes en Europa y en el Perú, después de proveer al servicio de las deudas contraídas antes del referido contrato, es entendido que se compromete á hacer el servicio de esta nueva deuda durante todo el tiempo de su contrato de toda preferencia, después de atender al servicio de la deuda de mil ochocientos sesenta y cinco.

Artº 10. — Por toda comision se concede á la Casa contratante dos y tres cuartos por ciento que se deducirá sobre la cantidad total emitida. Los gastos de impresion de Bonos, publicacion de avisos y timbres serán por cuenta del Gobierno, con tal que no excedan del medio por ciento sobre el total del empréstito.

Artº 11. — Los gravámenes que resulten en razon del giro ó cambios que hayan que pagarse por trasladar á Paris, ó de Paris, los fondos que produzcan las suscripciones de los Bonos ó para el pago de amortizaciones de dichos Bonos y sus intereses, en los plazos designados en el contrato, serán por cuenta del Supremo Gobierno, á cuyo favor serán tambien las primas que puedan obtenerse por las mismas traslaciones.

Artº 12. — La misma Casa contratante queda nombrada para hacer el servicio de los Bonos emitidos, en calidad de Agente financiero, en las condiciones que se estipularán por contrata separada, cuyo cargo desempeñará mientras no dé motivos de desconfianza justificada.

Artº 13. — El Gobierno del Perú por medio de sus representantes en Europa se obliga á solicitar del Gobierno de Francia el permiso para que se pueda hacer en este Imperio la emision de los Bonos de este empréstito y su cotizacion en la Bolsa.

Artº 14. — Los contratantes se someten á la jurisdiccion de los Tribunales del Perú para toda dificultad que pudiese sobrevenir en la inteligencia y la ejecucion del presente contrato; y es entendido que, aun cuando por ser hecho en Francia, no se ha elevado á escritura pública, es voluntad de las partes contratantes que ante los Tribunales del Perú tenga la misma fuerza que aquella le daría.

Hecho ante los testigos señor Don Carlos O. de Zevallos y Doctor Don Daniel Ruza, y firmado cuatro de un tenor, dos ejemplares para cada parte contratante.

Paris, y diez y nueve de Mayo de mil ochocientos setenta.

Firmado : J. M. LA TORRE BUENO, Comisionado español
del Gobierno del Perú.

Firmado : DREYFUS HERMANOS y C^{ta}.

Firmado : CARLOS ORTIZ DE ZEVALLOS, testigo,

Firmado : DANIEL RUZA, testigo.

ANEXO N^o 3

Bono general impreso en los Titulos.

(Extracto.)

Artº 6. — Por garantia de la ejecucion de las obligaciones contraídas con este Bono, el Gobierno del Perú, bajo la fé nacional, afecta las entradas generales de la República, y especialmente los productos libres del Guano en Europa y en América, después que esten cubiertos los compromisos, que sobre ellos tiene contraídos; la propiedad de los Ferro-carriles de « Arequipa á Puno » del « Callao á la Oroya » de « Megia á Arequipa » y el producto libre de su explotacion y las entradas de las aduanas de la Nacion.

Artº 7. — Ningun Empréstito que, en lo sucesivo, se emita, tendrá derecho preferente al presente; y solo lo tienen los emitidos hasta hoy.

Artº 8. — En todos los contratos que celebre el Gobierno, para la venta del Guano, ó bajo cualquiera forma que ésta se haga, se obliga á ordenar que se separe del producto de cada semestre, la suma suficiente para el servicio de este mismo semestre; y después de estar asegurado tal servicio, podrá disponer libremente del sobrante.

En su consecuencia, sépase que habiendo sido concluido el dicho empréstito de soles 59,600,000, sean Libras esterlinas 11,920,000, ó Francos 298,000,000; Yo D^{to} Toribio Sanz, en virtud de los Plenos Poderes, con que me encuentro investido para este efecto; me obligo y comprometo, á nombre y en representacion del Gobierno del Perú, á que todas y cada una de las condiciones contenidas en el escrito anterior, se observen y cumplan debida y fielmente, y principalmente que los productos del Guano espresamente hipotecados, el valor de los ferro-carriles, su producto, asi como las rentas de las aduanas, sean aplicados, por su orden, al pago del Capital y de los intereses del dicho Empréstito, con el fin de que estos sean en todo tiempo satisfechos.

Hecho en Paris y en Londres, á primero del mes de Junio del año de mil ochocientos setenta

Firmado : TORIBIO SANZ.

OBLIGACION DE..... CAPITAL

INTERES ANUAL

El portador de esta Obligacion tiene derecho al Capital nominal de..... produciendo interés á razon del 6 0/0 al año, pagadero por semestres, el 1° de Enero y el 1° de Julio de cada año en Paris, Lóndres y Amsterdam.

La amortizacion del Capital se efectuará por sorteos semestrales: el primer pago tendrá lugar en 1° de Julio 1880 por medio de un fondo acumulativo de amortizacion de 2 0/0 al año.

Paris y Lóndres el 1° de Julio de 1870.

*Por delegacion especial de los S. S. Dreyfus H^{os} y C^{ia},
Contratantes.*

Firmado : FIQUET.

SOCIÉTÉ GÉNÉRALE DE PARIS,

El Director,

Firmado : HERPIN.

Agente del Empréstito.

ANEXO N° 4

Contrato de 7 Julio 1871 para la emision del Empréstito 5 0/0 1872, celebrado en Lima, entre el Ministro de Hacienda y la Casa Dreyfus H^{os} y C^{ia}.

En Lima, Capital de la República del Perú, á los siete del mes de Julio 1871, reunidos en el salon del despacho del Señor Ministro de Hacienda y Comercio, su Señoria Nicolas de Piérola y los Señores Dreyfus H^{os} y C^{ia} de Paris, representados por D. F^{co}. Ford. han convenido en lo siguiente :

1° El Supremo Gobierno del Perú, en ejecucion de la ley de 24 de Enero del corriente por la que se autoriza la emision de Bonos hasta la suma de quince millones de libras esterlinas, de las cuales tres millones de libras esterlinas deben ser empleadas en la construccion de ferro-carriles, y los dos millones restantes en la irrigacion de la costa de la República, faculta á los Señores Dreyfus H^{os} y C^{ia} para verificar por sí ó por quienes los representen, dicha emision de quince millones de libras esterlinas al tipo que se fijará en Lóndres de comun acuerdo entre dichos Señores y el Inspector Fiscal del Perú, á quien se otorgarán los poderes é instrucciones convenientes, con tal de que en ningun caso dicho tipo sea inferior al que queda pactado en convenio adicional de esta fecha.

2° Queda á la eleccion de la Casa contratante hacer la emision de estos Bonos en un sola vez, ó bien parcialmente. En el caso de que no se hubiese cubierto la suscripcion por el todo, los contratantes se comprometen á tener el resto de los Bonos no emitidos á la disposicion del Gobierno del Perú, para ser colocados por éste ó entregados, bajo los requisitos que tuviese á bien establecer, á las personas ó empresas con quienes hubiese contratado la construccion de los ferro-carriles y las obras de irrigacion. Queda igualmente entendido que, si la emision no pudiese ejecutarse por el todo, la suma realizada se aplicará de preferencia á los ferro-carriles é irrigaciones, cuyo pago se hubiese pactado en metálico.

3° La forma del Bono, su redaccion, valor de cada uno, séries en que se distribuirán y demas condiciones de estos documentos y de su emision, no establecidas en este contrato, serán determinadas por el Inspector Fiscal del Perú en Europa ; pero es entendido : 1° Que sobre estos Bonos no podrá la República imponer retencion ni gravámen de ninguna clase ; 2° Que serán amortizados por sorteos á la par, des le seis meses despues de efectuada la emision, y siguiendo por dos sorteos anuales hasta su completa cancelacion ; 3° Que su amortizacion se hará con un fondo de dos por ciento anual sobre el capital nominal emitido del empréstito.

aumentándose con los intereses de los Bonos sorteados; Y 4° que ganarán cinco por ciento de interés anual, pagadero semestralmente; esto es el 1° de Enero y 1° de Julio de cada año, á partir de la fecha de la emision.

4° A la seguridad del pago de los intereses u amortizacion del empréstito, el Gobierno afecta todas las rentas de la Nacion, ó por crear y especialmente:

1° El producto de la venta del huano en Europa y América, que quede libre despues de cubiertas las obligaciones á que actualmente se halla afecto; 2° Los ferro-carriles y obras de irrigacion que con el producto de este empréstito deben ejecutarse, asi como el producto de su explotacion ó enagenacion; y 3° la renta de aduanas de la República, en cuanto no afecte á los compromisos contraidos hasta la fecha.

5° Que los señores Dreyfus H^{os} y C^a toman á firme la cantidad de cuatro millones de libras esterlinas del capital nominal de este empréstito al tipo pactado en el convenio adicional mencionado en el artº 1º, cuyo valor pondrán al crédito del Gobierno del Perú á los cuatro meses de la fecha de este contrato.

6° No debiendo ser empleada la totalidad de este empréstito, sino en el plazo de 6 años que tardará la construccion de las obras contratadas, queda estipulado que el producto de dos millones de libras, de las cuatro tomadas á firme, será entregado desde los 4 meses referidos al Gobierno del Perú, en conformidad con el contrato especial de esta fecha, para ser reembolsados por aquel con los netos productos que arroje el huano en el mercado de los Estados Unidos de la América del Norte, despues de cubiertas las obligaciones contraidas á favor de los Consignatarios actuales, en conformidad con los contratos existentes; quedando el Gobierno obligado á no afectar los productos de este mercado, sino para despues que estén amortizados los dos millones de libras.

7° El tipo de emision no podrá ser inferior al minimum establecido en el convenio adicional, sin previa autorizacion del Gobierno, comunicada por su Representante fiscal en Europa. Si se realizase aquella á un tipo mayor, el Gobierno tendrá derecho á los dos tercios de dicho aumento sobre la parte no tomada á firme y colocada en suscripcion pública, correspondiendo el otro tercio á la Casa emisora, solo en cuanto á los quince millones de libras del empréstito.

8° Los contratantes abrirán al Gobierno una cuenta corriente, en la que llevarán á su crédito los productos del empréstito, ganando el interés del cinco por ciento anual. El Gobierno podrá disponer del importe de este crédito recibéndolo de los señores Dreyfus Hermanos, ó bien en dinero sonante, ó bien en letras á noventa dias vista que estos mismos giren contra los contratantes ó sus Banqueros, por las cantidades que deben entregarse en Lima y por las cantidades que han de ser en Europa, conforme á los decretos expedidos para la construccion de los ferro-carriles y obras de irrigacion estipuladas en los contratos ya celebrados ó que se celebren en adelante, bajo la responsabilidad de los contratantes que será hecha efectiva,

tanto por los contratistas de ferro carriles y obras de irrigacion, como por el Gobierno, si á los fondos se les diera otra inversion. Los señores Dreyfus Hermanos y C^a tendrán: el derecho á una comision del medio por ciento sobre las cantidades que se entreguen en Lima, bien sea en dinero ó en letras.

9° En el caso de que no fuese posible colocar en el Perú las suficientes letras para efectuar en metálico las entregas mas arriba estipuladas, la Casa contratante queda facultada para traer del extranjero, de acuerdo con el Gobierno, las cantidades necesarias en pastas ó en metálico, siendo por cuenta del Gobierno los gastos correspondientes á dicha importacion, sin que la Casa pueda cobrar premio ó comision alguna por esta operacion.

10° Los intereses que devengue el producto de los Bonos que se colocan á firme, y el de los suscritos por el público, harán parte del fondo de amortizacion y del pago de intereses de los mismos Bonos.

11° Como por el contrato de 17 de Agosto de 1869 la misma Casa contratante, en virtud de los adelantos que ha hecho al Supremo Gobierno, tiene un derecho preferente sobre los depósitos de huano existentes en Europa y en el Perú, despues de proveer al servicio de las deudas contraidas antes del referido contrato, es entendido que se compromete á hacer el servicio de esta nueva deuda durante todo el tiempo de su contrato de toda preferencia, despues de atender al servicio de la de 1870, si no fuese comprendida en la conversion establecida en la cláusula 16.

12° Las comisiones serán pactadas en el ya referido contrato adicional de esta fecha. Los gastos de impresion de Bonos, publicacion de avisos, timbres y demás que ocasionen la emision, serán de cuenta del Gobierno, siempre que no excedan del medio por ciento sobre la cantidad emitida. No quedan comprendidos en esta limitacion los impuestos sobrevinientes que pudiesen ser decretados en los diversos mercados despues de esta fecha hasta la en que tenga lugar la emision.

13° Los gravámenes que resulten en razon del giro ó cambio que haya de pagarse por trasladarse de Paris á Londres, ó de Londres á Paris, los fondos que produzcan las suscripciones de los Bonos ó el pago de amortizaciones de dichos Bonos, ó sus intereses, en los plazos designados en el contrato, serán por cuenta del Supremo Gobierno, á cuyo favor serán tambien las primas que puedan obtenerse por las mismas traslaciones.

14° La misma Casa contratante, como Agente financiero del Perú, queda nombrada para hacer el servicio de este nuevo empréstito, cobrando las mismas comisiones pactadas en el artículo 8º del contrato celebrado en Londres en 10 de Octubre de 1870, entre el Sr. Inspector Fiscal, Dn. Toribio Sanz y los contratantes para el servicio del empréstito de 1870 y que fué aprobado por el Gobierno.

15° El Gobierno del Perú, por medio de sus representantes en Europa, se obliga á solicitar de los Gobiernos respectivos el permiso para que pueda hacerse

en las plazas mencionadas la emision de los Bonos de este empréstito y su cotizacion en las Bolsas.

16° Conviendo á la buena colocacion del empréstito y á los intereses del Estado la cancelacion de los empréstitos peruanos de 1863 en Inglaterra, de 1866 en los Estados Unidos de la América del Norte, y de 1870 en Europa, la Casa contratante: 1° Se obliga á convertir los dos primeros empréstitos en el presente, reconociéndolos bajo la par, al precio del mercado, ó por medio de amortizacion extraordinaria forzosa, si aquello no fuese posible, á cuyo fin se le faculta para extender el actual empréstito en la suma que baste para realizar con su producto la mencionada cancelacion; y 2° : queda facultada para ejecutar igual operacion con el empréstito de 1870, de acuerdo con el Inspector Fiscal del Perú y en conformidad con las instrucciones que le serán trasmitidas con tal objeto.

17° Los contratantes se someten á la jurisdiccion de los Tribunales del Perú, para toda dificultad que pudiese sobrevenir en la inteligencia y la ejecucion del presente contrato.

18° Este contrato será sometido á la aprobacion suprema, con la cual se tendrá como concluido por ámbas partes y con la misma fuerza que si constase en escritura pública, y se hará por triplicado.

Firmado : NICOLAS DE PIÉROLA.

Por poder y en representacion de DREYFUS HERMANOS Y C^{ia}.

Firmado : FRED. FORD.

Sello del
Ministerio de
Hacienda y Comercio.

ANEXO N° 5

Memorandum presentado por el Delegado Especial del Gobierno.

(Extracto.)

Este empréstito tiene por objeto :

1° La construccion de los ferro-carriles siguientes : de « Ilo á Moquegua », de « Pacasmayo á Magdalena », de « Payta á Piura », de « Chimbote á Huaraz », de « Puno á Cuzco », de « Trujillo á Huamachuco », y ademas, la de grandes trabajos de irrigacion en las costas del Perú. El Gobierno no tiene derecho alguno á disponer de los fondos procedentes de este empréstito, á no ser para estos objetos especiales.

2° El reembolso inmediato del Empréstito consolidado 3 0/0 de 1863 y del Empréstito Chilo-Peruano 7 0/0, y la conversion, ademas, del Empréstito 6 0/0 1870.

El Gobierno Peruano garantiza que estas obligaciones estarán exentas de todo derecho ó impuesto en el Perú.

Las seguridades especialmente afectas á la garantia del pago del capital é intereses sobre estas obligaciones, son las siguientes :

1° Lo sobrante de los productos del huano por exportar á la Gran Bretaña y sus Colonias, el continente europeo, los Estados-unidos de America (excepto la afectacion eventual al empréstito garantizado del ferro-carril de Pisco á Ica, de £ 290,000) ascendente, por término medio, á la suma neta de £ 4.000.000 por año, colocada bajo la inspeccion directa de los señores Dreyfus, Hermanos y C^{ia}, quienes, en su calidad de Agentes financieros del Gobierno del Perú, se han obligado á reservar de toda preferencia, y mes por mes, las sumas necesarias á los servicios semestrales de este empréstito

Firmado : MELITON PORRAS.

ANEXO N° 6

Bono general impreso en los Titulos del Empréstito de 1872.

(Extr. o.)

ART° 6. — En garantía del cumplimiento de las obligaciones contraídas en este Bono el Gobierno del Perú, bajó la fé nacional, hipoteca todas las existencias de Guano de la República, y en general todos los depósitos de Guano y especialmente los netos productos de las esportaciones de Guano á Europa y á América; afecta solamente á los contratos existentes, referentes á los Empréstitos del Gobierno de 1865, 1866 y 1870, y al Empréstito garantido del ferro-carril Pisco-Ica de £ 290.000.

ART° 7. — El Supremo Gobierno se obliga á estipular, en cualquier contrato que realice para la venta del guano, en cualquiera forma que esta se verifique, que de los netos productos de las ventas de cada medio año debe separarse la cantidad necesaria para el servicio semestral de este Empréstito, quince días antes del vencimiento de cada semestre; atendido este servicio, el Gobierno podrá disponer libremente del sobrante.

OBLIGACION DE..... CAPITAL

INTERES ANUAL

El portador de esta obligacion tiene derecho á un capital nominal de..... produciendo interés á razon del 5 0/0 al año, pagadero por semestres, el 1° de Enero y 1° de Julio de cada año en Lóndres, Paris y Amsterdam. La amortizacion del capital se efectuará por sorteos semestrales por medio de un fondo acumulativo de amortizacion de 2.0/0 al año; el primer pago tendrá lugar el 1° de Octubre de 1872.

Lóndres, 1° de Enero de 1872.

El Comisionado especial del Gobierno del Perú,

Firmado : M. PORRAS.

Refrendado : DREYFUS FRERES ET C°, contratantes.

Firmado : J. H. SCHROEDER.
Agentes del Empréstito.

ANEXO N° 7

Decreto de 14 Noviembre 1873.

Lima, Noviembre 14 de 1873.

Siendo uno de los mas imperiosos deberes del Gobierno velar por la fiel ejecucion de los compromisos contraídos en nombre de la República con sus acreedores externos, y por el exacto cumplimiento de las obligaciones pactadas en su favor, apoyándolos en el ejercicio de los derechos y garantías, cuya posesion se les ha reconocido solemnemente por los contratos celebrados bajo la fé nacional; y deseando el Gobierno, con este fin, precisar los derechos de dichos acreedores y las obligaciones de la casa Dreyfus hermanos y C°, no ménos que los del Gobierno mismo; de acuerdo con las estipulaciones contenidas en los contratos vigentes, y considerando, que ademas de las garantías y seguridades concedidas en los artículos 3° y 4° del contrato de 7 de Julio de 1871 á los tenedores de bonos del empréstito de 1872 se les agregaron por el artículo 3° del contrato de 31 de Diciembre los privilegios de los bonos que se expidieron para los empréstitos de 1865 y 1870.

« ART° 3°. — La forma del bono, su division en séries, el número total de bonos y su redaccion serán fijados por el Dr. D. Meliton Porras antes de la emision, quedando desde ahora convenido, que contendrá las garantías y seguridades para su pago que establecen los artículos 3° y 4° del contrato de 7 de Julio, y las que contenian los bonos ántes emitidos para los empréstitos de 1865 y 1870, que quedan consolidados en el nuevo que va á emitirse, y en conformidad de lo que está estipulado en los contratos de 7 de Julio. »

« Que por las cláusulas 9 y 12 de los bonos del empréstito de 1865 se estipuló la garantía de la hipoteca especial del huano que se exportase del Perú á los mercados de la Gran Bretaña y Francia, otorgando á los tenedores de bonos la facultad de tomar posesion del huano que existiera en esos depósitos y aun de fletar buques para cargar de la Islas de Chíncha, ó de cualquiera otro lugar del Perú, el guano que fuese preciso para garantizar el pago de los intereses y amortizacion por tres semestres, en los casos indicados en dichas cláusulas. »

« ART° 9°. — Ademas de la fé pública empeñada por la República del Perú y la hipoteca general de todas las rentas nacionales para la seguridad y servicio de este empréstito, el Gobierno peruano hipoteca, especial y señaladamente, para el pago de los intereses y extincion de este empréstito la cantidad de huano en los depósitos de las

Islas de Chíncha ó en otros puntos del Perú, que sea necesaria para representar suficientemente el principal é intereses de este empréstito, y asigna especialmente para el puntual pago de los intereses y extincion de este empréstito, el producto liquido del huano que se exporte del Perú con destino al Reino Unido de la Gran Bretaña, sus colonias y dependencias, y al Imperio Francés, sus colonias y dependencias.

« Artº 12. — En caso de que la declaracion requerida respecto à la provision del huano, no fuese hecha durante dos semestres sucesivos, los representantes de los Tenedores de Bonos de este empréstito están autorizados para tomar posesion en cualquier tiempo de la cantidad de huano que exista en los depósitos de las Islas de Chíncha y de otros puntos del Perú y que fuese necesaria para completar la provision para los tres semestres de servicio de que se habla en el artículo octavo, y para fletar y enviar à los puertos del Perú, à la Islas de Chíncha, ó à cualesquiera otros puntos del Perú, buques para cargar huano y transportarlo de allí hasta un puerto de la Gran Bretaña, sus colonias ó dependencias, ó bien al Imperio Francés, en la proporcion que baste à completar la dicha provision necesaria, para los tres semestres anticipados. »

— Que idénticas garantías fueron repetidas en las Bonos emitidos en 1872.

« Artº 6. — Por garantia de la ejecucion de las obligaciones contraidas en este bono, el Gobierno del Perú bajo la fé nacional, afecta todas las existencias del huano de la República, especialmente el de las Islas de Guañape, Macabi, Ballestas, Lobos, Bahia de la Independancia, Pabellon de Pica y demas depósitos de huano que existen en la costa y en las aguas del Perú, y los que puedan descubrirse, y generalmente todas los depósitos de huano, y especialmente los netos productos de las exportaciones de huano à Europa y América, en conformidad con los contratos vijentes. »

« El Supremo Gobierno del Perú, afecta tambien la propiedad de los ferro-carriles de Arequipa à Puno, de Mejia à Arequipa, del Callao à la Oroya, asi como de todas las líneas que han de construirse, con el producto de su explotacion, y especialmente las entradas de las aduanas de la Nacion y los trabajos de irrigacion que se realicen, y generalmente todas las rentas de la República. »

— Que por l'artículo 11 del citado contrato de 7 de Julio, la casa Dreyfus, Hermanos y Cia, como Agente financiero del Perú, se obligó à hacer el servicio de la deuda contraida por el nuevo Empréstito, durante todo el tiempo de su contrato y con toda preferencia; obligacion que ratificó en la cláusula 7ª del contrato de 21 de Diciembre comprometiéndose à proporcionar el millon de libras con que debia hacer el servicio de los Bonos de 1865 para aplicarlas al de la nueva deuda y à tomar mensualmente y de toda preferencia, de los productos del huano, lo necesario para completar el importe de todo el servicio de la última.

« Artº 11. — Como por el contrato de 17 de Agosto de 1869 la misma Casa

contratante, en virtud de los adelantos que ha hecho al Supremo Gobierno, tiene derecho preferente sobre los depósitos de huano existentes em Europa y en el Perú, despues de proveer al servicio de las deudas contraidas antes del referido contrato, es entendido que se compromete à hacer el servicio de esta nueva deuda, durante todo el tiempo de su contrato, de toda preferencia, despues de atender al servicio de la de 1870, si no fuese comprendida en la conversion establecida en la cláusula 16. »

» Artº 7. — De acuerdo con lo que dispone el artículo 11 del contrato de 7 julio, Dreyfus H^{os} y Cia, reconocen la obligacion que han contraido de proporcionar un millon de libras esterlinas anual para el servicio de la deuda de 1865, durante el periodo de su contrato de 17 de Agosto de 1869, cuyo millon de libras debe aplicarse al servicio del nuevo empréstito hasta la fecha de su extincion natural por consolidarse en él el de 1865; mas en cuanto à lo que falta para cubrir el importe total del servicio de la deuda que va à resultar, deberán dichos Señores Dreyfus H^{os} y Cia, tomarlo mensualmente de toda preferencia de los productos del huano. Y si despues de vencerse el contrato de 17 de Agosto de 1869, queda encargada otra Casa de la venta del huano es entendido que, como Agentes financieros que son, el Supremo Gobierno se compromete à poner semestralmente para el servicio de intereses y amortizacion de la nueva deuda consolidada en Europa, à la disposicion de Dreyfus Hermanos y Cia el 15 de Junio y el 15 de Diciembre de cada año, las sumas necesarias para que puedan anunciarlo al público en debido tiempo. »

— Que por el artículo 3º del contrato de 5 de marzo de este año quedó modificada la estipulacion relativa al millon de libras con que la casa Dreyfus Hermanos y Cia debia hacer el servicio del empréstito de 1865, debiendo aplicar esa suma al fondo de obras públicas; pero quedó subsistente en toda lo demas lo pactado en el artículo 7º, del contrato de 21 Diciembre;

Se declara :

1º Que los Tenedores de bonos de los empréstitos de 1870 y 1872 tienen hipoteca especial y preferente sobre todo el huano del Perú.

2º Que están en el pleno goce de todos los derechos y garantías que otorgaban los bonos de 1865 y 1870 y las que les conceden las demas disposiciones antes citadas; y entre ellas la de cargar el huano suficiente para garantizar el pago de los intereses y amortizacion de sus bonos; y

Se resuelve :

1º Que la casa Dreyfus Hermanos y Cia está en la estricta obligacion de hacer en 31 de Diciembre próximo, y en lo sucesivo en los plazos señalados en los contratos, el servicio de toda la deuda, con los productos integros del huano que compra, deducido el millon de libras à que se refiere el contrato de 5 de Marzo.

* Que si los productos anuales del huano, despues de hecha la deducccion á que se refiere el artículo anterior no fuesen suficientes para atender al servicio de la deuda, los Agentes financieros tomarán de las quinientas mil libras esterlinas que deban reponer al fondo de obras públicas, la cantidad absolutamente indispensable para cubrir la deferencia.

Librense las órdenes convenientes para la ejecucion de las disposiciones anteriores.

Comuníquese, haciéndolo por telégrafo al Ministro del Perú en Francia. Regístrese y publíquese.

Rubrica de S. E.

CARRILLO.

ANEXO N° 8

Declaracion del Gobierno Peruano a la Legislatura de 1874.

(Extractos.)

« Uno de los fines principales de la política del presidente Balta, públicamente proclamado y fielmente cumplido, con la mejor intencion sin duda, era el de convertir el valor del Guano en ferro-carriles. Semejante propósito, al que dos Congresos sucesivos habian prestado sancion legal, fué puesto por obra, mediante la contratacion de 9 ferro carriles en el espacio de dos años, con un costo de 124.820.600 soles, que debian obtenerse por via de empréstito y cuyo servicio habia de hacerse con el producto libre del guano es decir, con la mesada de 700,000 soles que el contrato Dreyfus habia asegurado al Gobierno.»

« En tal virtud, se contrataron los empréstitos de 1870 y de 1872, el primero por 50,600,000 soles para los ferro-carriles de la Oroya y de Puno, al servicio de cuyos intereses y amortizacion se destinaron 300,000 soles de la referida mesada; y el segundo por 15,000,000 de libras esterlinas, para los ferro-carriles y para otros trabajos de irrigacion, cuyo servicio debia absorber los 400,000 soles restantes de la misma mesada.»

« La tercera consecuencia mas tangible todavia que las anteriores, consistia enq ue estando reducida á 700,000 soles mensuales la suma que, segun el contrato de Agosto de 69, constituia para el Perú, el producto disponible del guano, enagenada esa suma por su aplicacion al servicio de los empréstitos contratados en Mayo de 70 y Julio de 71, los productos libres del guano dejaban de existir para el Gobierno, aun cuando se aumentasen las ventas del abono á la alta cifra que habian alcanzado en años anteriores, pues ese aumento no variaria la suma de que podia disponer el Gobierno por el contrato de Agosto como único producto del guano. »

ANEXO N° 9

Circular diplomática sobre los Empréstitos peruanos de la Deuda Externa.

Lima, Enero 11 de 1876.

Señor Ministro de Estado en el Despacho de Relaciones Exteriores.

El Gobierno cree conveniente hacer conocer en el exterior, por medio de los agentes de la República, el curso de las negociaciones que se han seguido y los obstáculos que se han opuesto á la celebracion de un contrato para la venta del guano, que proveyera al pago del servicio de intereses y amortizacion de la Deuda Externa, y procurase recursos para la administracion interior del país. La naturaleza delicada de esta clase de negocios, y la inseguridad sobre la última solucion á que pudiera llegarse, han obligado al Gobierno á conservar hasta ahora una reserva que hoy no hay objeto en mantener, deseando por el contrario que se conozcan sus propósitos, las dificultades que se han opuesto á ellos y sus esfuerzos por vencerlos en el sentido del crédito y de los intereses de la República.

Para apreciar con exactitud los hechos que han tenido lugar, es preciso recordar algunos antecedentes de la situacion en que el Gobierno ha tenido que obrar.

En Agosto de 1869 fué celebrado un contrato con la casa de Dreyfus hermanos y C^{ia}, para la venta de dos millones de toneladas de guano, debiendo comenzar la venta de guano por ella, dos y medio años mas tarde, en 1872. Cuando dicha Casa entró en posesion de la venta del guano, es decir en fin de 1872, su cuenta corriente con el Gobierno arrojaba ya un saldo á su favor de 3,900,000 £ mas ó menos, despues de abonados en esa cuenta 1,500,000 £ que habia recibido de los fondos del empréstito del 72 y que devolvió mas tarde al Gobierno por su contrato de Abril de 1874.

El servicio de la Deuda Externa era en 1869 de 1,000,000 de £ cada año, mas ó ménos.

Al mismo tiempo las ventas de guano, han bajado de mas de 500,000 toneladas, que se vendieron en 69, á menos de 400,000 que se han vendido posteriormente.

Los hechos presentes explican fácilmente las dificultades frecuentes, tanto en el servicio exterior como en el interior de la República.

El fuerte saldo debido á Dreyfus hermanos, en fin de 1872, no ha podido ser

ubierto despues, porque los productos del guano desde 1873 son absorbidos íntegramente por el servicio de los empréstitos de 1870 y 1872.

Al finalir y liquidar, pues, el contrato de guano con Dreyfus, éste ha debido reembolsarse de aquel saldo con el valor del guano exportado, y absorbiendo esta operacion los productos de las ventas de 1876 y parte de 1877, era claro que debia dejar un vacio de año y medio en el servicio de la Deuda Externa. No ha estado en el poder del Gobierno el evitar esta consecuencia fatal de los hechos anteriores ya citados.

El Gobierno no podia evitarla y sin embargo, estaba obligado á remediar la; es decir, tenia que celebrar, como en 1869, un contrato de guano sobre ventas que debian comenzar dos años despues, y con anticipos de dos años de servicios de la Deuda Externa, casi triplicados por los empréstitos de 70 y 72.

El único medio, por gravoso que fuera, que podia emplearse para llegar á este resultado, era el descuento del valor de los dos millones de toneladas de guano, satisfaciendo asi las exigencias del presente y agravando considerablemente las del porvenir.

El Gobierno lo adoptó, á pesar de sus gravámenes y de sus inconvenientes por juzgar que el honor del país lo exigia, y en este sentido dirigió sus trabajos.

Pero no era el servicio externo el que constituia unicamente las necesidades administrativas del país, y era ineludible para el Gobierno procurar á la vez recursos para la administracion interior. Este es punto sobre el cual debo entrar en algunos detalles por la relacion que tiene con los derechos de las acreedores extranjeros.

El servicio interior de la República ha sido reducido á 18,000,000 de soles al año, de cifras mucho mas elevadas, gastadas en años pasados. Estos gastos han sido cubiertos en años anteriores con £ 7,000,000 de rentas interiores y el resto con productos de guano, mas ó ménos anticipadamente recibidos.

Desde que la actual administracion se hizo cargo del poder, manifestó al Congreso la necesidad y urgencia de aumentar las rentas interiores, y ha trabajado en ese sentido y las ha elevado hoy á una cifra, que en el presente año de 1876 llegará á 13 millones de soles, como sigue :

Aduanas (Derechos aumentados por la ley de 1873)	7.000.000
Antiguas contribuciones	2.000.000
Derechos de salitre por ley de 1875	3.000.000
Contribucion de escuelas por ley de 1875	1.000.000
	<hr/>
	13.000.000

Es decir, que las rentas interiores han sido aumentadas en tres años en 80 0/0; cito este hecho, porque es testimonio del buen sentido del país y de su honorable propósito de bastarse á sí mismo para cumplir con los deberes de su crédito.

Pero una nacion no puede cambiar en tres años su modo de ser económico, por mucho que sea el desarrollo que hayan tomado en los últimos años sus principales industrias. Esa reaccion requiere tiempo, paz, orden; es decir, administracion pública regular. *Suprimirla ó desatenderla traería la ruina de todos los intereses ligados al país en el interior y en el exterior*: hemos reducido los gastos cuanto es posible: son hoy de notoriedad pública la economía y pureza de su administracion.

Se han podido elevar las rentas interiores de 7 à 18 millones en tres años, es decir, en 450 0/0! Francia ha hecho en este orden un esfuerzo que es justamente considerado como una gran prueba de inteligencia, riqueza y patriotismo, aumentando sus rentas en el mismo periodo en ménos del 40 0/0. Si el Perú las ha aumentado, pues, en una proporcion mayor no puede acusársele de falta de celo en el cumplimiento de este deber. El Perú lo cumplirá hasta el fin y llegará al equilibrio; pero mientras llega, y para llegar á él, necesita administracion regular, paz y orden.

Conciliar esta necesidad con los derechos de los acreedores exteriores, que el Perú ha hecho todo género de sacrificios por satisfacer, era pues una necesidad imperiosa é ineludible.

En este sentido se dirigieron los esfuerzos del Gobierno, procurando en los nuevos contratos de guano el descuento de las ventas futuras, para atender integralmente á los servicios de la Deuda externa, y parcialmente al déficit de las rentas interiores.

Ese problema no ha podido resolverse en las condiciones convenientes.

Los Comisionados enviados por el Gobierno del Perú con el objeto de resolverlo en el sentido que se acaba de indicar, celebraron con la Sociedad General, apartándose desgraciadamente del fin mismo de su mision, un contrato que el Gobierno se ha visto en el penoso deber de desaprobare. Por ese contrato se comprometian cinco años de productos de guano, sin asegurar mas que tres semestres de servicio de la Deuda Externa, y sin proveer cantidad alguna para el servicio ordinario de la administracion interior.

Los Comisionados del Gobierno, aunque conocian perfectamente las miras de éste, juzgaren con un celo patriótico pero exagerado, que debian separarse de ellas por la conviccion que abrigaban de que ese contrato era relativamente el mejor que podian ajustar en las difficilísimas circunstancias en que se veian obligados á negociar. Por buenos que hayan sido sus propósitos, el Gobierno no ha podido ligar al país á un error cometido contra sus instrucciones expresas, y en materia de tanta trascendencia; y ha preferido todas las consecuencias de su desaprobacion, ántes que comprometer por cinco años la renta principal de la Nacion sin satisfacer mas que por un año, hasta 1º de Enero próximo, el servicio de la Deuda exterior, y desatendiendo en lo absoluto las necesidades de la administracion interior.

Si S. E. el Presidente de la República, á quien solo faltan seis meses para terminar

su periodo constitucional, no hubiera considerado sino su propia tranquilidad, habria aceptado ese contrato que le proporcionaba los medios materiales de atender por lo ménos al servicio exterior por todo el resto de su administracion. Los principios de su gobierno son por fortuna muy distintos, y la historia de este asunto prueba hasta que punto ha preferido todo género de responsabilidades y sinsabores ántes que comprometer mas aun la situacion futura del país y la de sus mismos acreedores extranjeros.

Si los obstáculos que se oponian á esta negociacion eran graves ántes de tales sucesos, es claro que estos han aumentado las dificultades considerablemente. La insuficiencia del contrato celebrado y su fracaso, la suspension del pago de intereses del 1º de Enero que ha sido consecuencia de él, y la recrudesencia de hostilidad apasionada con que algunos órganos de la prensa inglesa y francesa vienen atacando al Perú de algun tiempo á esta parte, con daño evidente de los intereses nacionales y extranjeros comprometidos en el crédito de la República, han creado una situacion en que es tan difícil la celebracion en el exterior de un contrato que llene los fines que es necesario alcanzar, como desagradable para el Gobierno el solicitarlo.

El Gobierno no puede sin embargo permanecer indiferente, ni dejar abandonados los intereses de los acreedores exteriores, y ha manifestado ya á su Ministro en Lóndres el deseo de entrar en un acuerdo con los Tenedores de Bonos Peruanos para remover, sea por una modificacion de servicio ó de otro modo que se considere conveniente, en lo presente y en lo futuro, los obstáculos que se oponen al pago regular del servicio de la Deuda Externa.

Si para llegar á este resultado se considerase necesario un examen más prolijo de los que hasta ahora se han hecho por las dificultades que presenta el terreno, de las existencias de guano en los depósitos, el Gobierno dará facilidades para realizarlo.

Cualquiera que sea la duracion de esos depósitos, el Perú posee en los nitratos de Tarapacá el reemplazo de esas riquezas. En prevision de este caso, los Poderes Públicos han adoptado las medidas conducentes á constituir en ella una nueva renta que pueda llenar, á la extincion del guano, las obligaciones de la República con sus acreedores exteriores.

Como el desarrollo de estas negociaciones exigirá mas ó ménos tiempo para dar un resultado definitivo, el Gobierno adoptará desde luego medidas transitorias para exportar guano en la cantidad necesaria á cubrir la totalidad del cupon de interés de la Deuda Externa, vencido en Enero, y la parte posible de los ulteriores que se venzan, mientras el acuerdo con los tenedores fija la manera en que deben distribuirse y aplicarse los productos del guano.

Los agentes, á quienes U. S. transmitirá esta comunicacion, le darán la publicidad necesaria.

Dios guarde á U. S.

Firmado : JUAN IGNACIO ELGUERA.

ANEXO N° 10

**Extracto del Contrato de Salitre de 10 Julio 1870 entre el
Gobierno Peruano y el Banco La Providencia.**

6. El Banco pagará el flete, los gastos de descarga, almacenaje, seguro contra incendio en los lugares de venta, y demas que ocurran hasta la entrega del salitre al comprador; y una vez terminada la descarga de cada buque cargará al Gobierno por flete y todos los demas gastos, la cantidad de £ 4 por cada tonelada inglesa. Cuando el flete exceda de £ 2.13 el exceso será de cuenta del Gobierno.

7. El Banco asegurará por cuenta del Gobierno contra los riesgos marítimos el Salitre que exporte.

8. El Banco tendrá la libre direccion de la venta en todos los mercados de la consignacion.

Si entre el Supremo Gobierno y el Banco se acordase suspender las ventas, se cargará al Gobierno en la cuenta de venta, á mas del forfait ó cuota fija de £ 4, el interés y los gastos que ocasione la suspension de las ventas por el tiempo que dure.

Es entendido que el forfait ó cuota fija no incluye el descuento que, segun la costumbre del mercado, percibe el comprador sobre el precio del Salitre, ni tampoco el interés sobre los adelantos del costo del salitre, los cuales se liquidarán por cargamentos y como se acostumbra hasta ahora.

Paris October 27th 1880

To Mr. Robert E. Raudette

Philadelphia

Sir,

I have the honor to acknowledge receipt of your dispatch which reached Paris Oct 25th 1880. at midnight as follows:

"Decision accepted. Banque should send

"authority official to offer Guillaume's

"Programme" signed "Raudette".

I confirm the telegraphic reply which I have sent you this day:

"Bank writes to declare officially that

"it is ready to carry out as far as it is

"concerned the Programme sent to you

"letter follows" signed "Guillaume & variety

In conformity with this dispatch I send you herewith the letter alluded to above.

As you will see this letter is an official and unqualified authorization of the "Credit Industriels" confirming that this company accepts my programme and is ready to carry it out.

The Government of the United States to which you will communicate this authorization will consequently have the certainty that it can proceed in the matter and that from the start the

financial obligation of what it will propose
is guaranteed by a company of indisputable credit.
I go still further, I think that the Govern-
ment of the United States can do more
than to offer this Programme - It can
compel its acceptance; Chile and Peru,
owing to circumstances, being in a false
position, and desiring in the eyes of their
appears as if they were subjected to pressure.
I do state what precedes lightly. I have
been consultation with persons in a position
to know the truth on the subject; and I
can assure you that the desire for peace
in government circles is as strong at Lima
as it is in Santiago, but that neither
dare to make the first advance as a result
of the high state of excitement of the masses.
Whereas their equal and great desire to see
a great power take the initiative to
compel peace upon an acceptable basis.

As to the European Governments, there
is no doubt that they would see with great
satisfaction the settlement of the question
of the Peruvian Bonds which interest their
people, and the termination of a war, the
continuation of which would injure their
agricultural interests.

On this side there is no cause for fear.

There remains a special question, is a former
consignee, Mr. Dreyfus.

Some years ago Mr. Dreyfus declared that
he was a creditor of Peru for about 100,000,000.
francs. General Prado's government refused
to recognize this claim, but the following
government, that of Mr. Pierola admitted the
above claim to the amount of about 50,000,000 francs
and authorized Mr. Dreyfus to appoint
agents to cover himself.

We cannot interfere with this question, as
we have neither the data nor the power
to decide on the legality of the Dreyfus claim.

However, I have reasons for supposing
that Mr. Pierola may strongly insist that
this claim should be taken into consideration
in the final settlement.

On this case, and if it were indis-
pensable, the above claim might perhaps
be admitted, but with the condition that its
settlement should not diminish the
portion set apart for the bondholders from
the proceeds of the Peru. Statement No. 1. of
the Programme.

On this order of ideas it should be stipulated
that the Dreyfus claim should be paid out of
the totality, or the 2/3 of the part set aside for
paying off the Peruvian bonds £ 200,000,000 of the

support current shown in the statement No. 3.
of the Programme. (payments from 200.5 000.000
£. yearly.)

It would require 10. years to effect this
liquidation - interest included. And this
would be equitable, for there is no reason
why Mr. Dreyfus should be privileged,
instead of being included in the par rate
as all the other creditors. He is already a
great deal to admit this debt.

I think I may assent a general accept
-ance on this basis.

But the absolute principle which should
not be lost sight of, is that the "Credit
Industrial" should be recognized and
constituted the general liquidator. The
workers of the quays and artificers, the
contributors of the proceeds to Chile and Peru
to the bondholders and creditors. (all
resident in Europe) that the "Credit
Industrial" should be the liquidator,
and that the deposits should be available.
- large until the pay-off of the accounts
so otherwise there would be competition
and with it a depreciation of prices
preventing the fulfilling of the engagements
that have been taken.

I beg of you, Sir, to receive the

assurances of my distinguished
considerations.

(Signed) A. Guillaume.

Paris 27 octobre 1880.

Monsieur Currier - Président de la Société Générale de
Crédit Industriel et Commercial
16 rue de Valenciennes. Paris.

Monsieur

J'ai l'honneur de vous exposer les faits suivants.

Par suite de circonstances qu'il serait trop long d'expliquer ici, le
Pérou et le Chili ne peuvent facilement traiter de la paix sans
l'intervention d'une grande puissance étrangère, et le Gouvernement
des Etats-Unis est le seul dont, en principe, la médiation soit
acceptable par les deux belligérants et ait été acceptée par eux.

Le 26 7^e dernier, j'ai eu, à ce sujet, une entrevue avec M.
Robert E. Randall, frère de M. Samuel Randall le Président
de la Chambre des Représentants des Etats-Unis; - et nous sommes
arrivés à cette conclusion: - que le cabinet américain ne pourrait
intervenir d'une façon pressante, et par suite efficace, qu'à la
condition d'être en mesure de soumettre aux cabinets Chiliens et
Péruviens un programme parfaitement défini, donnant une
satisfaction équitable à tous les intérêts locaux et étrangers en
cause, et dont la réalisation, au point de vue financier, serait
d'avance assurée par un Etablissement de crédit d'une honnêteté
indiscutable, déjà en possession de certains droits pour être reconnu
liquidateur et se trouvant, de plus, appuyé par un grand nombre
des intéressés.

Le lendemain 27, j'ai remis à M. R.E. Randall un Programme
qui a depuis se fit fort de faire accepter par le cabinet américain

Paris. Oct 24th 1880.

comme base de la médiation que ce cabinet devrait offrir au monde
pour mettre fin à la guerre civile.

Vous trouverez ci-joint, copié de ce programme, qui n'est autre chose
qu'un fond, qui s'écarterait presque totalement du contrat signé par le (Cabinet
Industriel le 7 janvier 1880).

Monsieur Randall sur avis, le 1^{er} octobre, de la négociation entamée
avec M. Randall qui était reparti pour Washington.

Les déclarations et avertissements de M. Randall à nous confirmés
beaucoup plus rapidement que je ne l'espérais, car je viens de recevoir
de lui, le Cable-gramme suivant; (25 octobre 1880)
(Traduction) -

"Paris de Philadelphie" 48-184 888.
" médiation acceptée. Banque doit envoyer autorisation officielle pour
" offrir Programme Guillaume - Randall..."

Je vous prie, Monsieur le Président, de vouloir
bien me mettre à même de répondre à M. Randall et de
donner satisfaction à la demande du Gouvernement des Etats
Unis dans la médiation, dans les conditions où elle se présente, comme
une importance qui ne peut vous échapper.

Agreez, je vous prie, Monsieur le Président,
l'assurance de ma plus parfaite considération.

Le Président
du Comité français des porteurs de titres peruanos
à Guillaume

Paris Oct 27th 1880.

To Mr Durrieu.

President of the "Société Générale
de Crédit Industriel et Commercial."

66 Chaussée d'Antin. Paris.

Sir.

I have the honor to lay before you the following facts: Owing to circumstances that it would be too long to explain here, Peru and Chili cannot easily treat of peace without the intervention of a great foreign power, and the Government of the United States is the only one in fact whose mediation is acceptable by the two belligerents, and accepted by them.

On the 26th of last September, I had, in connection with this subject, an interview with Mr. Robert C. Randall, brother of Mr. Samuel Randall, Speaker of the House of Representatives of the United States, and we reached the following conclusion: That the American Cabinet could not intervene in an urgent and consequently efficacious manner, unless it were placed in a condition to submit to the Chilean and Peruvian Cabinets a well defined "Programme," giving equitable satisfaction to all the interests concerned, local or foreign, and whose realization,

in a financial point of view, would be rendered certain by the financial institution (Etablissement de Crédit) of undoubted standing, already in possession of certain rights entitling it to be considered liquidator, and backed moreover, by a great number of those interested.

The next day, 27th, I gave to Mr. R. E. Randall a "Programme" which he believed ~~was~~ would be acceptable by the American Cabinet, as a basis of the mediation which this cabinet was to offer or impose, in order to put an end to the present war.

You will find herewith a copy of this "Programme", which in substance is nothing more than the almost textual execution of the contract signed by the "Crédit Industriel" January 7th 1880.

Mr Rosland was informed, October 1st, of the negotiation entered upon with Mr. Randall, who had left for Washington.

The declarations and assertions of Mr. Randall were confirmed much sooner than I had hoped for, as I have just received the following cable dispatch: October 25th midnight.

(Translation.) Paris from Philadelphia: 43-16+VRE
"Mediation accepted - Banque should send authority official to offer Guillaume's Programme - Randall."

I therefore beg you, Mr President, to place me in a position to answer Mr Randall, and to give satisfaction to the request of the United States Government, whose

mediation, in the conditions presented, will have an importance which you cannot fail to realize.

Receive, Mr President, the assurance of my high consideration.

The President
of the French committee of Peruvian
bondholders.

A. Guillaume.

Programme d'une médiation entre le Pérou et le Chili

Copie

Paris 27^e 1880.

- I - Neutralisation des dépôts de guano et de Nitrate - pour éviter aux deux Etats le préjudice d'un abandon de territoire et garantir les créanciers de ces dépôts formant le gage, contre des difficultés ou compétitions ultérieures.
- II - Exploitation des dépôts neutralisés confiée à un Etablissement de statut ayant une surface et une honorabilité indiscutables - pour donner consistance aux engagements pris, au regard de tous les intéressés.
- III - Base de l'Exploitation - Le contrat du Crédit Industriel signé à Paris le 7 janvier 1880 a eu pour objet de faire à satisfaction tous les intérêts, soit en payant :
1^{er} au Chili - la somme qu'il a demandée £1.10 par Tonne, ou £450.000 par an, et qui permettrait de faire un emprunt de £4.000.000, ou de payer l'indemnité de guerre raisonnable.
2^o au Pérou - la somme qu'il a déclaré indûment payable à ses créanciers, £450.000 par an.
3^o aux Bondholders - le reste, qui représente 3 1/3 % du capital nominal actuel de la Dette.
- IV - Conversion de la Dette du Nitrate - pour permettre d'amortir la dette du guano et même d'augmenter, s'il était nécessaire, la ratification aux Pérou et au Chili - art. III.
- V - Etablissement d'un Cable de Panama au Pérou - pour aider au développement des relations entre ce dernier pays et l'Europe et au développement de son commerce. Il pourrait être accordé, au profit de ce cable, une subvention qui lui servirait à la conversion de la Dette du Nitrate.

On peut affirmer que ce Programme, s'il était proposé par les Etats-Unis, serait appuyé par les principaux Etats d'Europe et les nations commercialement liées au Pérou, notamment par l'Angleterre, la Belgique et la Hollande.

Décomptes.

<u>1^{er}</u> - Le Guano manipulation et mélange compris pour produire, par an, avec une vente de 300.000 Tonnes £. 3.500.000	
Sous le pourcentage	1. fret et frais évalués à £4 par tonne £ 1.200.000
	2. Revenu Pérou à £1.10 2 ^o 450.000
	3. Revenu Chili à £1.10 2 ^o 450.000
	1.500.000
4. Remboursement du Crédit Industriel 10% du net produit 300.000	
Reste à distribuer, par an, aux Bondholders £. 1.250.000	
soit 3 1/3 % -	

11⁶² - Le Nitrate exporté produit par an, à raison de 200 000 T à £. 16 - £ 3.200 000

1. fabrication et transport à la côte £ 6. par tonne £ 1.200 000
2. par a frais £ 1.000 000 } £ 2.200 000

Net . . . £ 1 000 000

La dette sur le Nitrate est de £ 4.000 000, la quelle exige
8% d'intérêt et 2% d'amortissement, soit £ 400 000 par an.

on pourrait réduire cette dette à £ £ 400.000

soit à un intérêt de 5% et 1% d'amortissement et la convertir en
bons de dégelation, en quib, négociables en Europe, vendraient aux
étrangers plus qu'ils ne produisent, à raison du change.

Restant disponible £ 560.000

que l'on répartirait }
£ 300 000 amortissement des trois premières
100 000 réduction d'intérêt
100 000 réduction d'amortissement
50 000 déduction au câble (par 5%)
£ 560 000

La combinaison permet donc d'atteindre régulièrement chaque année :

1^{re} au Chili - £. 550 000 - est à dire une somme plus que suffisante pour couvrir les
coûts de £ 4 à £ 5000.000.

2^{de} au Pérou - £. 550.000 - est à dire plus que le Pérou ne jamais également payer

3^{aux} de l'Inde - £. 1.250.000 - est à dire un excès inférieur à celui promis £ 2.500 000
mais parfaitement sûr, puisqu'il serait mis à l'abri de
toute éventualité par une neutralisation.

Il suffit de lire le Programme ci-dessus et les chiffres qui en découlent pour
reconnaître :

A - que la combinaison est acceptable par les deux Etats, puisqu'elle leur permet
de faire la paix sans préjudice à l'un ou l'autre, tout en assurant à chacun
d'eux une large compensation pécuniaire;

B - que la combinaison est acceptable par les créanciers du Pérou, puisqu'elle leur
permet de l'abandon d'une portion de leurs intérêts, elle leur donne une sécurité qu'ils
n'ont jamais eue.

C - que la combinaison est précieuse par un médiateur, puisqu'elle ne sacrifie
personne et permet d'opérer le relèvement du crédit des deux Etats sans la
moindre production - un trouble dans le monde commercial.

Pour copie certifiée
à *[Signature]*

P R O G R A M M E.

For Mediation Between Peru And Chili.

I.

The Neutrality of the Guano and Nitrate deposits so as to avoid ill feeling between the two nations, which would result from a surrender of the territory, and at the same time to guarantee to the Creditors said deposits (pledged to them), against all future difficulties or competitions.

II.

The working of the neutral deposits to be entrusted to an institution of Credit, offering a financial basis of unquestionable standing and ability to assure public confidence in any engagement it shall undertake in regard to all the interests.

III.

The Basis of the Transaction.

The contract of the Credit Industriel, dated at Paris, January 7, 1880, so modified as to give satisfaction to every interest, allowing, namely:

First. To Chili.

The royalty claimed by her of £1 10s. per ton or £450,000 per annum, which would permit a loan of £4,000,000 to be raised to pay a reasonable war indemnity,

Second.-- To Peru.

The amount which she has declared indispensable for her internal budget, 450,000 per annum.

Third.-- To the Bond-holders.

The balance, which represents 3 $\frac{1}{3}$ per cent on the principal of the standing debt.

IV.

The funding of the Nitrate Debt in order to permit the redemption of the Guano Peruvian Debt, and to increase, if necessary, the royalties appropriated to Peru and Chili.

V.

To lay a cable from Panama to Peru (Callao), to aid the development of commercial relations with the last named country, and assist in the restoration of her credit. There could be appropriated for the benefit of said cable a subsidy to be derived from the funded Nitrate Debt.

We can assert that this programme, should it be proposed by the United States, would be endorsed by the Great European Powers, whose subjects are the creditors of Peru, mainly England, France, Belgium, and Holland.

STATEMENT.

First.

The Guano, including manipulation and mixing of same,
will yearly produce on a sale of 300,000 tons - - - - £3,600,000

	1.	Freight and expenses estimated £4 per ton - - - -	£1,200,000	
From which is to be deducted	11.	Peruvian royalty £1 10s. - - - -	450,000	
	111.	Chilian royalty £1 10s. - - - -	450,000 - -	2,100,000
				1,500,000
	1V.	Remuneration to the Credit Industrial of 20 per cent on the net proceeds - - - -	300,000	
Leaving - - - -				<u>£1,200,000</u>
		to be distributed every year to the Bond-holders, viz: 3½ per cent.		

Second.

The expropriated nitrate produces, per annum, on a sale of 200,000 tons, at £14 per ton - - - - - £2,800,000

From which is to be deducted.	I. Manufacturing and transporting to the place of shipment, at, say, £6 per ton	£1,200,000	
	II. Freight and expenses, say £4 per ton - - - - -	800,000	2,000,000
Net - - - - -			£ 800,000

The Nitrate Debt amounts to £4,000,000, and requires 8 per cent interest and 2 per cent sinking fund, viz: £400,000 per annum. This amount 240,000 could be reduced, namely, make the interest 5 per cent and 1 per cent sinking fund, and to refund it in "Bons de delegation," which, being negotiable in Europe, would secure to their holders more than they would lose by the change, leaving a clear balance of - - - - - £580,000

To be appropriated to

The redemption of Peruvian Bonds - - -	£ 300,000
Chilian Royalty - - - - -	100,000
Peruvian Royalty - - - - -	100,000
Subsidy to the Cable - -	60,000
	<hr/>
	£ 560,000
	<hr/>

The foregoing will therefore permit regularly to be appropriated each year:-

I. To Chili - - - - £ 550,000

That is to say an amount more than sufficient to raise a loan of £4 to 5,000,000.

II. To Peru - - - - 550,000

That is to say more than the Treasury has ever regularly received.

III. To the
Bond-holders 1,200,000

This is an income less than the one originally promised, £2,600,000; but it will be perfectly sure, as it will be protected against all chances by the neutrality secured.

It is sufficient to read the foregoing programme and the figures attached to it to acknowledge:-

A. That said arrangement is acceptable to both nations, since it will permit them to settle peace without any sacrifice to their national pride, and securing to each one a large pecuniary compensation.

B. That said arrangement is acceptable to the creditors of Peru, since it gives to them a security which they have never had, in return for abandonment of a portion of their interests.

C. That said arrangement would be acceptable to any mediator, since it does not impose a sacrifice of any interests and it permits the restoration of the credit of two nations, whose ruin will cause trouble in the commercial world.

(Signed) A. G u i l l a u m e,

President of the Peruvian Bond-Holders' French committee.

SOCIÉTÉ GÉNÉRALE
DE
CRÉDIT INDUSTRIEL
& COMMERCIAL

66, rue de la Ch^{se}e d'Antin
et 12, rue de la Victoire

Paris, le 27 Octobre 1880

Monsieur Guillaume
Président du Comité des Porteurs de
Bons Péruviens
Paris

Monsieur

Par votre lettre du 27 Octobre Comt.
vous voulez bien nous donner connaissance
du programme que vous avez remis, il y a
quelques semaines, à M.^r Robert L. Randall
de Philadelphie, comme pouvant servir
de base à l'intervention diplomatique
ou à l'arbitrage des Etats-Unis d'Amérique
dans le règlement des difficultés actuelle-
ment pendantes entre les Gouvernements
du Pérou et du Chili.

Examen fait de ce programme,
nous avons reconnu que, tant dans son
esprit que dans ses conditions principales,
il était conforme à la convention que
nous avons signée le 7 Janvier 1880 avec
Mons. Rosas, alors Président du Sénat
Péruvien et M.^r de Goyenetche, Ministre
du Pérou en France, agissant l'un
et l'autre en vertu des pleins pouvoirs

qui leur avaient été délégués par le
Gouvernement de leur pays.

En conséquence nous en avons une
difficulté à agir, conformément au
vœu que vous nous exprimez et
nous sommes disposés à accepter
officiellement la tâche de régler ou de
faire régler par une Société spéciale
que nous créerons à cet effet, les
intérêts des créanciers Péruviens, Confor-
mément à la dite Convention du
7 janvier et à votre programme qui
en est la reproduction.

Il est toutefois entendu que si des
modifications à ce programme devaient
être apportées dans le cours des négociations,
ces modifications devraient être
soigneusement concertées avec notre Société.
Signataire de la convention du 7 janvier
1880.

Nous vous autorisons à donner
connaissance de la Présente à M. Robert
E. Randall, en réponse à la dépêche
qu'il vous a adressée par le câble
électrique, dépêche qui vous est
parvenue le 24 courant et à laquelle
nous vous autorisons à répondre
dans les termes suivants:

« Banque écrit pour déclarer

officiellement qu'elle est prête à réaliser
tous ce qui la concerne programme à
vous remis. Lettre suit. »

Veuillez recevoir, Monsieur
l'assurance de nos sentiments les
plus distingués
Le Président
A. Duran

Société Générale
de
Crédit Industriel
et Commercial.

66 Rue de la
Chaux-de-Vin

1172, Rue de la Victoire

Paris Oct 27th 1880.

M^r Guillaume

President of the Committee
of the Holders of Peruvian Bonds.

Sir.

By your letter of October 27th current
you were kind enough to communicate to us the
"Programme" that you had given a few weeks back
to M^r. Robert E. Randall of Philadelphia, which
might serve as a basis for the diplomatic inter-
vention or arbitration of the United States of
America in the settlement of the difficulties now
existing between the Governments of Peru and
Chile.

After examination of this "Programme",
we have reached the conclusion, that in its spirit
as well as in its principal conditions, it is in
conformity with the agreement which we signed
January 1st 1880, with M^r Lasas, then President
of the Peruvian Senate, and M^r de Lomenêche,
Peruvian Minister in France, both acting in
virtue of the full powers given them by their
Government.

Consequently, we have no difficulty in
acting in conformity with the desire which you
make known to us, and we are ready to accept
officially the task of settling, or of causing to be
settled by a special Company, which we will

organize for this purpose, the interests of the Peruvian creditors, in conformity with the said agreement of January 7th and with your Programme, of which it is the reproduction.

Nevertheless, it is well understood that if modifications were to be made during the course of negotiations, these modifications should first be submitted to our "Societe" which signed the agreement of January 7th 1880.

We authorize you to communicate the present to Mr. Robert E. Randall, in reply to the dispatch sent by him to you by electric cable. dispatch which reached you the 25th inst. and which we authorize you to answer in the following terms:

"Rand writes to declare officially that it is ready to carry out as far as it may be concerned "Programme sent you. Letter follows."

Please receive, Sir, the assurance of our most distinguished sentiments.

The President

G. Harrison.

WASHINGTON, D. C., February 1, 1881.

Hon. William M. Evarts,

Secretary of State,

Sir:

In compliance with your wishes, on cablegram advices from Robert E. Randall, Esq., the attorney and counsel of the Societe Generale de Credit industriel et commercial, we are here to arrange with you a feasible settlement of the existing war between the republics of Peru, Bolivia and Chili.

The documents which we have had the honour to place in your hands accredited us as the representatives of that "Societe" to offer the terms and conditions contained in the programme transmitted to you by that "Societe" through the above named gentleman.

In our judgment that offer is the only one which will permit a practical and immediate solution of the South American difficulties, on just and equitable terms to all parties. We see no other mode to secure an honorable and lasting peace.

The right of conquest which Chili claims to exercise can only lead to ever-recurring fratricidal struggles,

marked by outrages, reprisals and bloodshed. Widespread anarchy among the South American republics must inevitably ensue.

We learn that the government of Great Britain has heretofore urged the mediation of the United States between the belligerents, Peru, Bolivia, and Chili; and now we, the representatives of the Continental Creditors of Peru, follow Great Britain in urging the United States again to enter on a prompt and effective mediation.

Since we had the honour to address you on the 20th of January, Lima has been captured. When the details of that gloomy event come to hand, we shall no doubt learn of outrages and wanton destruction which will call down upon them the condemnation of the civilized world.

But the capture of Lima will not end the war. Peru will continue to resist. It will not submit to the dishonorable terms Chili would impose, as developed at the Arica conference:-- the dismemberment and annihilation of two sister republics. We take this occasion to assert that the success of the Chilean policy, instead of insuring peace and prosperity, will retard and endanger the progress of republican institutions on the South American Continent; and we submit with all respect, that your government has now the opportunity to foster and protect

these institutions with the consent and approval of Europe.

As you stated in our first interview, we agree the moment has arrived for intervention. "Lima has fallen," and no time could be more propitious for the United States to interfere and secure beneficial results to its trade and commerce.

While on this subject, allow us to quote the views expressed by E. L. Baker, Consul at Buenos Ayres, in speaking of that Republic: -

"Our interests in the political prosperity of the South American republics, nearly all whose foreign business associations are now monarchical instead of democratic, should prompt us, if possible, to bind our own to the republics of the River Plate, by the strong bonds of a mutual reciprocal trade. Commerce is the great civilizer and political missionary of the world: and the ideas and methods by which the United States have advanced to their present commanding position among the nations of the earth, if brought into closer contact and communion with this country, could not fail to act and re-act most favorably upon its commercial, industrial and political destinies. In no other way could we better spread and propagate the principals and ideas which have built us up as a great nation, than by the secret, silent influences

of a closer and more intimate intercourse," all of which is far more pertinent to the West than to the East coast of South America.

We are prepared, as heretofore stated to you, to accompany a commission of the United States to the belligerents to aid in securing the success of your government's intervention in behalf of peace, for we believe in such event, we will be able to adjust the financial difficulties existing between those hostile governments. We deem it proper and important to declare emphatically that this offer rests on the guarantees of a powerful financial association, whose negotiations are co-extensive with the commercial world. The "Societe Generale de Credit industriel et commercial" is fully able to execute all existing and any possible future contracts between the belligerents themselves or between them and their creditors. This "Societe" is ready to proceed and only waits the action of your government.

We, therefore, respectfully request the proposed mediation of the United States shall receive your prompt attention, and that you will, at the earliest practicable moment, signify to us in writing your determination so we may be able to communicate the same to our principal.

We avail ourselves of this occasion to renew to you,
sir, the assurance of our most distinguished consideration,

(Signed) Ch. de Montferrand,

Fran^{co} de P. Suarez.

Willard's Hotel,
Bretn & Cooke, Proprietors,
Washington, D. C.

9th February 1881.

To the
Hon. Wm. M. Everts.
Secretary of State.
Washington.

Sir:

I beg leave to address you
on the present occasion not so
much in my official capacity as
Delegate of the "Credit industriel",
but as an American who has at
heart the proper influence and su-
premacy due to the United States
among the Nations of the New World.

This is the main reason which
has led me to advocate the idea

embodied in the programme of the "Crédit industriel," inducing the foreign creditors of Peru voluntarily to place their interests under the guardianship of the Government of the United States.

The Monroe Doctrine is recognized as constituting one of the fundamental principles of the American international policy. It follows therefore that the Government of the United States is bound to protect foreign interests against the fatal consequences brought forth by the internal convulsions and the unsettled political condition which,

unhappily, have ever been the lot of the Ancient Spanish Colonies. Otherwise, the Government of the United States would not be justified in protesting, under certain circumstances, against a direct action of the European Powers for the protection of the rights and interests of their own subjects.

You must be aware that much is to be done to secure to the United States that political and commercial control, which its position should command in South America:—to the present moment European influence has controlled those commercial relations as well as being an important factor in their State affairs.

No one can appreciate more readily than yourself the accuracy of my views, as the ideas they convey are but a mild expression of your own foreign policy.

These ideas you have had the high satisfaction to enforce by your treaties with China and with Japan.

Yet, their success in South America is far more important to the interests of the United States, specially, at this moment, when the effort is being made to cut a canal across the American Isthmus

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Washington, D. C.

under European financial control.

I agree with you that the actual state of affairs in South America affords to your Government a most brilliant opportunity to inaugurate a most desirable international policy between the United States and its Sister Republics.

More, you agree with me that the programme submitted to you by the "Crédit industriel" constitutes a most important element to bring about peace and concord among the belligerents. But you are certainly aware that the financial and commercial aid tendered by the "Crédit industriel" will be of no

avail if it is not properly offered to them under the auspices of a Great friendly Power, ready to mediate and to adjust their mutual claims on just and equitable terms, such as are stated in the programme referred to and, if necessary, to assume, on behalf of all concerned, the high position of international trustee.

The Government of the United States will not assume any serious responsibility, since the responsibility will be confined to a mere guarantee to the interested parties that it will not permit the slightest violation of the programme submitted by the "Credit industriel," and, to that effect, the Govern-

ment of the United States will have the right to appoint an official controller.

The adoption of such course would be most creditable, and would receive the immediate endorsement and cordial support of European Powers to the satisfaction of the Creditors. The spontaneous appeal of the Peruvian Bondholders virtually involves the recognition of the Government of the United States as the natural protector of European interests in the Western Hemisphere: it involves in fact the full recognition of the Monroe Doctrine without passing through the long, unsafe and entangled channels of diplomacy,

and further it will practically aid to put an end to the latent political antagonism existing between Monarchical Europe and Republican America.

As it has been fully stated in the communications which my colleague (M^r le Comte de Montferrand) and myself have had the honor to address to you, the present occasion is exceptionally favorable to initiate such a policy; and if time will not allow you to accomplish this patriotic task, no one will dispute with you the glory of having

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Washington, D. C.

originated and introduced a policy which will surely bring honor, peace and prosperity to the American Republics.

Considering this momentous question from this high point of view, I submit, with all respect, that the hour has arrived for carrying out your idea of sending instructions to your Ministers at Lima, Santiago and La Paz to renew the offer of mediation and to recommend at the same time to the consideration of the belligerent States the financial programme of the "Crédit industriel" and further to declare that the

Government of the United States is willing to act as international trustee for the benefit of all interested and for the perpetuity of republican institutions.

This course will not create any international difficulties. Quite the contrary: it will give to the United States another opportunity to assume the honorable position of pacificator and promoter of civilizations.

Briefly:— if you see no objection to it (and the last news received from the seat of war confirm my earnest opinion about the continuance of hostilities as well as in regard to the opportunity of taking

such a measure without further delay). I will be happy to learn that you are decided not to leave your high post without making another effort to inaugurate in South America the policy which you have so successfully secured in China and Japan.

In such a case, I will, with your permission, send a confidential despatch to the "Crédit industriel" and I will promptly communicate to you their reply. In the meantime, I beg leave to say that if you should deem my personal services of any practical use to success, — command them, and moreover, if you should see no impropriety to entrust to my care such an honorable commission, I will start

Waiting for the honor of an answer, please accept, Sir, the assurance of my respectful consideration.

Fran^{co}. de P. Suarez

Mon. William M. Everts,
Secretary of State

I beg leave to address you on the present occasion, not so much in my official capacity as Delegate of the "Credit Industriel," but as an American who has at heart the proper influence and supremacy due to the United States among the Nations of the New World.

This is the main reason that has led me to advocate the idea embodied in the programme of the "Credit Industriel," inducing the foreign creditors of Peru voluntarily to place their interests under the guardianship of the Government of the United States.

The Monroe Doctrine is recognised as constituting one of the fundamental principles of the American international policy. It follows therefore that the Government of the United States is bound to protect foreign interests against the fatal consequences brought forth by the internal convulsions and unsettled political condition which unhappily has ever been the lot of the ancient Spanish Colonies. Otherwise the Government of the United States would not be justified in protesting

under certain circumstances, against a direct action of the European Powers for the protection of the rights and interests of their own subjects.

You must be aware that much has to be done to secure to the United States that political and commercial control, which its position should command in South America: -

To the present moment, European influence has controlled those commercial relations as well as being an important factor in their state affairs.

No one can appreciate more readily than yourself the accuracy of my views, as the ideas they convey are but a mild expression of your own foreign policy.

These ideas you have had the high satisfaction to enforce by your Treaties with China and with Japan.

Yet, their success in South America is far more important to the interests of the United States, especially at this moment, when ~~the~~ efforts are being made to cut a canal across the American Isthmus under European financial control.

I agree with you that the actual state of affairs in South America affords to your Government a most brilliant opportunity to inaugurate a most desirable

international policy between the United States and the South American Republics.

You also agree with me that the programme submitted to you by the "Credit Industriel," constitutes a most important element to bring about peace and concord among the belligerents. But you are certainly aware that the financial and commercial aid tendered by the "Credit Industriel" will be of no avail if it is not properly offered to them under the auspices of a Great Power, ready to mediate and to settle their mutual claims on just and equitable terms, such as are stated in the programme referred to, and, if necessary, to assume on behalf of all concerned, the high position of international trustee.

The Government of the United States will not assume any serious responsibility, since the responsibility will be confined to a mere guarantee to the interested parties that it will not permit the slightest violation in the execution of the programme submitted by the "Credit Industriel et Commercial;" and to that effect the Government of the United States will have the right to appoint an official comptroller.

The adoption of such a course would be most creditable, and would receive the immediate endorsement and cordial support of European Powers to the great satisfaction of the South American creditors; while the spon-

taneous appeal of the Peruvian Bond-Holders to your Government virtually involves the recognition of the United States as the natural protector of European interests in the Western Hemisphere, it actually implies the full recognition of the Monroe Doctrine without passing through the long, dark and entangled channels of Diplomacy,--and further it will practically aid to put an end to the latent political antagonism existing between Monarchical Europe and Republican America.

As it has been fully stated in the communications which my colleague (Mr. le Comte de Montferrand), and myself have had the honor to address to you, the present occasion is, in every respect, exceptionally favorable to initiate such a policy; and if time will not allow you to accomplish this patriotic task, nobody will dispute with you the glory of having originated and introduced a policy which will surely bring honor, peace and prosperity to the American Republics.

Considering this momentous question from this high point of view, I submit, with all respect, that the hour has arrived for carrying out your idea of sending instructions to your ministers at Lima, Santiago, and La Paz, to renew the offer of mediation and to recommend to the consideration of the belligerent powers the financial programme of the "Credit Industriel;" and further to declare that the American Government is willing to act as international trustee for the benefit of all interested and for the perpetuity of republican institutions.

This course will not create any international difficulties. Quite the contrary: It will give to the United States another opportunity to assume the honorable position of pacificator and promoter of civilization.

Briefly, if you see no objection to it, -- (and the late news just received from the seat of war, confirms my earnest opinion about the continuance of hostilities, as well as in regard to the opportunity of taking such a measure without further delay), I will be happy to learn that you are decided not to leave your high post without making another effort to inaugurate in South America the policy which you have so successfully secured in China and Japan.

In such a case, I will, with your permission, send a confidential despatch to our principals and I will promptly communicate to you their reply. In the meantime, I beg leave to say that if you deem my services of any practical use to success, command them; and, moreover, if you should see no impropriety to entrust to my care this honorable commission, I will start immediately for Lima with your despatches to the Ministers of the United States in Peru, Bolivia and Chili.

Waiting for the honor of an answer, please accept, sir, the assurance of my respectful consideration.

(Signed). Fran^{co} de P. S u a r e z.

rise



*See letter
17 Feb to Suarez*

Washington, February 14th, 1881.
(Willard's Hotel.)

Mr. Secretary of State,

Being about to leave Washington, I have the honor hereby to confirm the information previously given that Mr. de Suarez, who has been accredited near you by the *Crédit Industriel*, is authorized to receive your reply, in reference to the Pacific affair, and to transmit it to Paris; in a word, to continue the negotiations commenced by us.

Be pleased to accept, Mr. Secretary of State, the assurance of my high and respectful consideration.

Ch. de Montferrand.

Hon. Mr. Evarts, Secretary of State.

Washington Willard's Hotel -
14 Février, (1881.)

M^r Emile Secrétaire d'Etat.

Monsieur le Secrétaire d'Etat,

Au moment de quitter Washington
j'ai l'honneur de vous confirmer
que M. D. Suarez, qui a été
accrédité auprès de vous par
le Crédit industriel, reste autorisé
à recevoir votre réponse, au
sujet de l'affaire du Dacifigue,
et à la transmettre à Paris;
en un mot à continuer les
négociations que nous avons
commencées ensemble.

Je vous prie, Monsieur le
Secrétaire d'Etat, d'assurer de
ma haute et respectueuse considération

Ch. de Montfermeil

February 16/82

Interested parties in the Contract between the Government of Peru and the "Societe Generale de Credit Industriel et Commercial," dated at Paris, the 7th January, 1880, subject to modifications in accordance with the financial and commercial programme submitted to the Hon. Wm. M. Evarts, Secretary of State, namely:

ENGLISH INTEREST is represented by the high standing house of Matheson & Co., bankers, whose business relations extend over the whole world, most especially to India and Spain. One of the partners is an influential member of the House of Commons.

There is no committee in England officially recognized by the Peruvian Bond-holders; actually there are three conflicting committees more or less favorable to Chili.

But we have received assurances from the "Foreign Bond-holders' Committee," (the only corporation of the kind existing in Europe and maintaining regular official intercourse with foreign governments in connection with their external debts), tendering to the Credit Industriel their good offices, and offering their aid and support as soon as we shall commence operations on behalf of the Peruvian Creditors.

Belgian interest is represented by Mr. Louis Godderies, President of the Belgian Peruvian Bond-holders' Committee. Mr. Godderies is a banker himself and he is supported by first class banking-houses connected with the Guano and Nitrate Agency.

Dutch interest is represented by Mr. A. L. Vurfbain, President of the Dutch Peruvian Bond-holders' Committee. Mr. Vurfbain is the President of the Amsterdam Stock Exchange and is equally supported by some of the principal bankers in Holland.

German interest is represented by the Deutsche-National Bank, of Bremen, seconded by powerful banking-houses. One of the members of the German Group holds a seat in the National Reichstadt, and, I have been told, he disposes of a great influence in political circles.

French interest is represented by Mr. A. Guillaume, President of the French Peruvian Bond-holders' Committee. He is supported by the "Credit Industriel," the "Banque Franco-Egyptienne," and many other banking and commercial houses of high standing. Among them, one of the most

important are Messrs. Dreyfus Freres & Co., lately Guano Agents of Peru and at the same time one of the largest creditors of Peru.

Spanish interest is represented by some important banking and mercantile houses of Barcelona and Valence.

American interest is represented:-

1st. By a certain number of American citizens holding Peruvian Bonds.

2d. By American citizens having entered into different contracts with the Peruvian Government and who will not be able to realize their prospects if Chili should be allowed to enforce upon Peru and Bolivia her unjust, exorbitant and humiliating conditions.

3rd. By the Agents for the sale of Peruvian Guano and Nitrate in the United States.

4th. By the American Company actually holding a contract from the Government of Peru to lay a cable between Panama and Callao.

It is pertinent to observe that while Peru and Bolivia have from the beginning of the war turned their eyes towards the United States, Chili, on the contrary, has to the present moment endeavored to fortify her political and commercial links with Europe. She has attempted on different occasions to place the Guano and the Nitrate deposits under the exclusive control of English houses; but her efforts have proved unsuccessful owing to the open declarations of the British Government and of the English Courts of Justice, which will undoubtedly become more emphatic and decisive as soon as it will be known that the United States has decided to mediate with the firm intention of settling the difficulties existing between the three sister Republics and adjusting every claim on equitable grounds to all parties.

Washington, D. C., February 16, 1881.

815
February 18. 1881.

M. F. de P. Suariz a l'honneur
de remettre à Monsieur le Secrétaire
d'Etat, la présente copie
pour son usage exclusivement
personnel.

8485
Copie

très. personnelle

Washington 18 Février 1881.

à M. Guillaume Président Du Comité Du Bondholders Français

Monsieur Monsieur Guillaume,

Je vous envoie ci-joint ma dernière correspondance avec M. Erath. Vous y trouverez que je me place tout le temps sur le terrain de la doctrine Monroe, qui est assurément la plus solide quand il s'agit de questions se rattachant à la politique internationale des Etats Unis.

M. Erath ne croit pas compatible avec la mission des Etats Unis dans le Nouveau Monde d'imposer par la force ses décisions, sauf quand il s'agit de sauvegarder les institutions républicaines ou de défendre l'honneur politique et commercial des Etats Unis contre les attaques de ses ennemis.

M. Erath ne croit donc pas que le moment soit venu d'appuyer par la force la médiation des Etats Unis contre la volonté des républiques du Pacifique.

Mais il veut bien renouveler ses efforts en faveur de la restauration de la paix, et, à cet effet, il envoie un courrier de cabinet par le bateau du 19 et

portant des dépêches pour les ministres Américains
à Lima à Santiago et à La Paz et les chargeant
d'insister chaleureusement auprès des belligérants
sur la nécessité de mettre fin à une guerre
fratricide, dont les résultats déjà terribles, aboutissent
à l'épuisement des trois républiques.

M. Erato recommande à la considération des
Ministres le programme du Crédit Industriel. Il
considère l'adite combinaison comme un
moyen pouvant aider considérablement à
l'aplanissement des difficultés financières de la
situation. M. Erato recommande à ses agents
d'utiliser, le cas échéant le concours du Crédit
ind. Prof. le Gouvernement des Etats Unis, tout en
reconnaissant l'importance de notre programme
sermera son action à prêter son appui moral en
faveur dudit programme.

Quant au rôle de Trustee international
M. Erato prouve, avec justice et raison, qu'il ne saurait
ni opportunité ni convenance de la part des Etats
Unis de solliciter cette situation. Néanmoins, les
Etats Unis accepteraient volontiers le rôle de
dans le cours des négociations concernant le

l'établissement de la paix, les parties intéressées venant
à tomber d'accord sur ce point là.

Du reste nous nous rendrez compte exact des vues
de M. le Secrétaire d'Etat en lisant la copie ci-jointe
d'une note confidentielle que j'ai vient de recevoir à
l'instant.

Je dois vous prévenir que pour rendre plus
évidente la raison d'être de l'intervention Américaine
et pour justifier à tous égards l'attitude dominante
du Gouvernement des Etats Unis dans la question du
Pacifique, j'ai jugé utile et correct de promettre
verbalement à M. Erato, que l'agence du guano et
du nitrate aux Etats Unis, serait mise sous le
patronage d'une maison américaine d. 1^{er} ordre.

Agreez etc.

Signé: J. P. Suarez



New York, Feb. 19th 1881

To the Hon.

Wm. M. Evarts.

Secretary of State.

Washington.

Sir:

I have the honor to acknowledge the receipt of your interesting confidential note, dated the 17th inst., contents of which I transmit by to-day's mail to my principals.

I beg also to enclose copy of my cablegram to the "Credit industriel" and their reply signed by Mr. Rostand, one of the Directors.

As soon as I will reach Peru, I will communicate with Mr. Christiancy, and be sure, Sir, that I will assist in every

way to bring about peace and to secure
to the American flag its due supremacy
in the political and commercial relations
of the South American Republics.

Be pleased to accept, Sir, my sincere
thanks for your courtesy and kindness,
and at the same time the assurance of
my highest consideration.

Fran^{co} de P. Suarez

Copy of telegram.

Washington

February 17th, 1881.

Go Sibarvel.

Paris.

Private. Etienne with fresh ins-
tructions to press restoration of
peace. Acte will be submitted to
their Representatives to be made
useful towards bringing about
peace. Paul thinks better wait
until negotiations are reopened
for parties ask Pierre trustee.
Authorize me go South. Steamer
leaves Saturday. Immediate
answer required to notify Paul.
Cable funds for trip. Charles absent.
Signed. Felix.

Reply from the *Crédit Industriel*

To Francisco Suarez
Washington

Partez pour Perou Credit cinq cents
dollars chez Ladenburg New York un
et deux d'accord pour agir ensemble
en vue de paix.

Rostand.

Etienne Agent of the American
Government going to the
Pacific in connection with
the mediation affairs.

Paul The Secretary of State of
the United States.

Pierre The Government of the
United States.

Charles Mr. le Comte de Montferrand

Félix Mr. Suarez.

Acte Programme of the *Crédit*
industriel.

Sibarvel *Crédit industriel*

Un English Government

Deux French Government.

Washington, Feb. 18th 1881.

Fran^{co} de F. Suarez

Miss
File

Madam



Index Bureau

Panama, February 28th 1881.

To the Hon. W^m. M. Evarts.
Secretary of State.
Washington. D.C.

Sir:

I received so late on Friday the 18th the reply from the "Credito Industrial" to my cablegram of the 17th, that I had no time to have the honor of seeing you before my departure for Peru.

Consequently I was obliged to start off leaving at New York in the hands of

my colleague, Mr. le Comte de Montferrand, a brief note acknowledging the receipt of your confidential letter, dated the 17th, at the same time enclosing copies of my despatch, of the answer from the "Crédit industriel" and of a private communication to Mr. A. Guillaume, President of the French Peruvian Bondholders Committee, in order to prove to you that I have nothing hidden from you and that it is my earnest intention to act, while in compliance with the instructions of the "Crédit industriel," in perfect accord with your Government

in order to facilitate the promptest restoration of peace in the South Pacific.

You may then be assured that I will devote my best efforts to secure success to your policy and lend all possible assistance towards restoring peace and harmony among the sister Republics and to promote, on new and quite solid bases, with the moral aid and support of the United States, the development and prosperity of the South American Republics.

It now only remains for me to renew my sincere thanks for the frank hearing you have kindly tendered to me and for the generous support you have

thought just and proper to lend on
behalf of the interests I represent.

Be pleased to accept, Sir, the
renewed assurances of my high
esteem and most distinguished
consideration.

Franc^{co} de P. Suarez

DO NOT INTERLINE--PUT BUT ONE LINE OF WRITING ON EACH RULED LINE.
PUT YOUR NAME AND REGISTER NO. HERE. PUT FULL ADDRESS OF YOUR LETTER HERE: GIVE TOWN, COUNTY AND STATE.

Name (W. J. Lawrence)

May 1st 1881.

M. B. Lawrence, Secretary
Washington, D. C.

Register No. 7639

Dear Sir: I hope that a citizen of the United States Government of America & State of Illinois has been persecuted without due Process of Law and sent to Prisoner Jail before the finding of indictment or Commissioning of the officers of Station then indignantly & vigorously presented unjustly condemned & held a Prisoner by appeal of unfair influences possibly to beat him out of his unending bidions Redress is there any legal way of appeal to the Federal Government if so and your official responsibilities follow you will you please advise me. Such is not those I know more than fidelity to our State but not enough I am to see my way out where the State Government Protection Executive Department & Military did the injustice, such treatment certainly is foreign to the & heard of State under the Constitution as the north Pole But many things to a Man of My Experience may seem hard that authorities once in error should not rely My treatment as a Prisoner seem to be fair I might ~~have~~ the question arise in your mind. did I appeal to Supreme Court. or Petition the Governor I did not they familiarized My friends and many unfortunately the same for the. Injured Prisoner appears to be silent in State where there is no no time friends might there be no legal way giving me the right of appeal I know understand asking you kindly.

Feelings towards and state still paying such
attention however as might appeal to and
Paynes Intelligence. Have served most of
years of the sentence and certainly need
attention for a some important
direction. This is a painful duty much
more so than if I had been used where
misdom might enable all in authority and
me see my right of appeal. More favorable
yet to duty I understand they are to my
self and our country. My constitution
I fear begin to weaken and no
man in a country like this ought
to wait silently in passivity. I regret
upon. Man by creation is to walk
being to live with wounded feelings and
it is for the good of all that I write
with no impasse to I ignore the rights
of state and solicit such aid and sympathy
due consideration as may see in
harmony with the will of our people
if there is a revision of laws giving
the Government the power to reach
the facts and right of taxation. I
address you paying the cost merit and
attention to everything you and patience may not
be wearied I close tendering my heart
felt. Regards & Elegance.

Very Respectfully your humble servant

Edict 9th May the 1st A.D. 1881
W. J. Breinin, Jr.

EXECUTIVE MANSION
WASHINGTON

May 2, 1887.

Dear Mr. Brown:

The President
is desirous that the Depart-
ment should give a letter
similar to the one inclosed, to
"Rev. J. H. Eccleston of Newark,
N. J. and daughter of Mr.
S. M. Shoemaker of Baltimore.
Can you not have such a letter
prepared for the signature
of the Secretary on his return
from Mount Vernon, and send

it, together with this
letter, to me. The party
sails from New York Wed-
nesday, and unless it leaves
soon it will be too late to
be of any service.

Very truly yours,

J. Stanley Brown

Private Secretary

per. Genl. H.

Mr. Sewell A. Brown,

Chief Clerk,

Dept. of State.

Please file to
show why this
letter was granted
WD

and makes it leave
it will be too late to
be of any service.

Very truly yours,
J. Stanley Brown

Private Secretary
for Gen. W. H. Allen

Mr. Charles H. Brown
Chief Clerk
Dept. of War.

Rev. J. M. Shoemaker
Liberty House NY.
Tuesday morning
Jan. 1.

Department of State.
Washington, March 3, 1870.

To the

Diplomatic and Consular Offices of
the United States in Europe.

Gentlemen. ^{New York N.Y.} ^{March 1st} - Baltimore

Rev. J. H. Egleston ^{Am.} has pleasure in introducing to your acquaintance.

[Col. Chas. Sherman] of Baltimore, Maryland, who is about proceeding on a journey to Europe.

In recommending Mr. Sherman to your honorable consideration, I ask that

I am, Gentlemen,
Your obedient servant,

Wm. Earle

[Signature]

I regret to inform you that when the letter of the 22nd ultimo was written, to which your letter is a response, all the facts relating to the Printing Appropriation were not before the Department. It is now ascertained that there are not sufficient funds to print the 1000 additional copies for the Department of State; and under these circumstances, the letter of the 22nd ultimo, is withdrawn.

Very respectfully
H. H. French
acting secretary

File
2.1



Consular Department

May 2nd 1881

Hon. James G. Blaine
Secretary of State

Sir -

I have the honor to acknowledge the receipt of your letter of the 18th ultimo, enclosing two British consular returns concerning the stranding of the ship John Patton, of Boston, Mass.

Both documents have been sent to the Collector of Customs at Portland, with instructions to deliver them to the owner of the vessel.

Very respectfully,
W. F. French
Acting Secretary

use
HAG
Treasury Department
May 2d 1881
The Honorable
James S. Plame
Secretary of State
Minister of Finance
May 3d 1881
Mr. C. J. Folger

Sir:

I have the honor to acknowledge the receipt of a letter from your Department dated the 30th ultimo requesting that instructions be given for the admission, free of duties and charges, of *one trunk*

imported in the *Steamer "Caban"* at the Port of *New York*, for the use of *the Minister of Haiti* and to state that, in pursuance of such request, the Collector of Customs at that Port has been instructed accordingly, by letter of this date.

Returning the enclosure of said letter,

I have the honor to be, sir,

Your obedient servant,

H. French
Acting Secretary.

one enc.

Division of Customs,
Form 1.

1189

Treasury Department,

May 2/1881

May 2d

1881

The Honorable

James A. Blaine
Secretary of State.

Sir:

I have the honor to acknowledge the receipt of a letter from your Department dated the 28th ultimo, requesting that instructions be given for the admission, free of duties and charges, of one package containing books, consigned to Mr. R. Galtman, U. S. Dispatch Agent, N. Y.

imported in the Italia, from Leghorn, Italy,
at the Port of New York, for the use of
the Department of State.

and to state that, in pursuance of such request, the Collector of Customs at that Port has been instructed accordingly, by letter of this date.

Returning the enclosure of said letter,

I have the honor to be, sir,

Your obedient servant,

H. P. French
Acting Secretary.

[ENCLOSURES.]

[F. D. 11-18 '80-500.]

Treasury Department,

FIFTH AUDITOR'S OFFICE,

Washington, May 2, 1881.

Sir: RECEIVED

Mr. D. A. McKinley, United States
Consul at Honolulu, H. I.

having transmitted to this Office, for adjustment, his Accounts for time
occupied at his post of duty

I have the honor to inquire for what period I am to credit him
therefor?

His charges from February 24, 1881,
to March 31, 1881.

Respectfully, yours

William

Acting Auditor.

To the Secretary of State,

Washington, D. C.

2.17 May 81.

Wood



Navy Department.

Washington 2^d May

1881

To:-

James S. Blaine,
Secretary of State

Sir,

Referring to your letter of the 23^d ultimo,
with respect to the error in the Circular, of
the 3^d of October last, of the Department of State,
containing the "Regulations for Preventing Collisions
at sea", and enclosing a draft of proposed
supplementary Circular, with request for an
expression of my views upon the subject and
for any suggestions thought proper, I have
the honor to transmit copy of a report, dated
the 28^d ultimo, from Commodore Whiting, Chief
of the Bureau of Navigation, to whom

Yours

your letter and its accompaniments were
referred.

Very respectfully
Your obedient servant,

Wm. A. R. R. R.

Secretary of the Navy.

These papers are the
enclosures to the letter
of the Secretary of the Navy
dated 2nd May 1881.

Me...

file

(Copy)

No. 8. Bureau of Navigation.

Navy Department.

Washington, April 28, 1881.

Sir:

I have the honor to report that the letter from the Department of State of the 22nd instant, and its enclosures, relating to the "Regulations for preventing collisions at sea", have been carefully examined, and beg leave to submit the following remarks:

1st. - The draft of the proposed Supplementary Circular to Consular Officers of the United States at Maritime Ports, seems to be entirely satisfactory, as it corrects the only error contained in a previous Circular, and, addition, conveys the information presented in the order of the Council of Her Britannic Majesty under date of the 27th of November, 1880.

2nd. - As regards the Regulations, as printed in Executive Document No. 55, House of Representatives, 46th Congress 2nd Session, it is found that, in so far

far as any errors would affect the Circular which it is proposed to issue, the Executive Document is correct; but a careful comparison of the entire text of the Document with all the originals which it quotes shows the following errors, namely:

✓ Page 11, 4th Title: "Regulations for Preventing Collisions (on the water ~~and~~); should be: "Regulations for Preventing collisions on the water".

✓ Page 12, Art. 3, 1st line: "All steam-vessels (sea-going steamships) when "etc. - should be: "All steam-vessels when "etc.

✓ Page 12, Art. 4, 3^d line: "Each of these mast-head lights shall of the". The word "be" should be inserted between "shall" and "of", so as to read: "shall be of the" etc.

✓ Page 13, Art. 14, 1st line: "If the two ships". - The word "the" should be omitted.

✓ Page 13, Art. 15, 1st line: "If the two ships". - The word "the" should be omitted.

✓ Page 27, Art. 15, 3rd Paragraph: "Cases to which it does not apply." The word "not" should be omitted.

3rd - In connection with this subject, and in compliance with the request of the Hon. Secretary of State that any suggestion which might be proper should be made, I beg leave further to say that it appears of grave importance that some steps should be taken either by the State or Treasury Department to inform the masters of vessels engaged in deep-sea, and more especially in in-shore fishing within the jurisdiction of the British Colonies, that certain lights heretofore unknown to them must be carried after September 1st, 1881, by them when engaged in their work, viz.

When drift-net fishing, they must carry two red lights in a vertical line not less than three feet apart on one of their masts.

When trawling, they must carry a red and a green light in a vertical line not less than three feet apart on one of their masts, the red light over.

They must in addition carry side lights.

The lights in both cases must show all round the horizon.

No means have been taken to warn fishermen of these new arrangements, notwithstanding that their work is performed within foreign waters. The warning should be given in the United States ports of departure, where I believe the State Department is not represented. The subject is certainly one of the greatest importance to the United States fishing interest, since a violation of these regulations renders our vessels liable to seizure and confiscation, or to a libel amounting to more than the entire profits from a cruise.

The information necessary for their protection is contained in Article X of the new Regulations, of which paragraphs c, d, e, f, and g, do not go into effect until September 1st of the present year, but plenty of time should be allowed to the fishermen to enable them to provide themselves with the new and additional lights. The lights which they now carry are, as a rule, not available for carrying out the Regulations.

The letter of the Hon. Secretary of
State and enclosures, above referred to, are
herewith returned.

Very respectfully,
Your obedient servant,
Wm D. Whiting
Chief of Bureau.

Honorable

W. H. Hunt,

Secretary of the Navy.

Separate.

This Circular Supersedes the Circular of October 8
1880.

Circular.

Department of State.

Washington, May 1, 1881.

To the

Consular Officers of the United
States at Maritime Ports.

Gentlemen.

Referring to the Circular
of this Department of October 5th
1880, [which erroneously contained
the word "not" in the third line
of the explanations under Article
15, page 5, thereof, and which
for this reason and on account
of adoptions of the Regulations by
certain governments not men-
tioned in that Circular, it is
desired to Supersede] I subjoin
hereto a copy of the "Regulations for
Preventing Collisions at Sea",
which have been adopted by all
the Maritime nations of the world
mentioned in the "Second Schedule"
of the Regulations, except, the

United

United States, and have also been applied with the exception of article 10 thereof, to ships belonging to the following countries - viz: Cochin, Kattyawar, Kelat, Kutch, Mascat, Travancore; and Zanzibar.

The governments of Brazil, Ecuador, Hawaii, Japan and Turkey, have accepted the Regulations, modified as below - "Provided, however, that as regards (1) Japan and (2) Turkish ships, the article numbered 12, of the ^{said} Regulations shall be modified as follows - viz: (1) It shall not be necessary for the fog horn, by the said article required to be provided and used on board steam and sailing ships as a sound signal for fog, &c. to be sounded by a bellows or other mechanical means when the same is carried on board ships belonging to Japan;

and

and (2) It shall not be necessary
for the bell, required by article
12 of the said Regulations to be
provided and used on board
Steam and sailing ships as a
sound signal for fog. &c., to be
placed and kept on board of
Turkish ships, but that, in lieu
thereof and in substitution therefor,
there may be placed and kept
on board ^{such} Turkish ships an
efficient drum which shall
be sounded under the same cir-
cumstances and at the same
intervals as by the said Article a
bell is required to be rung. ~~XX~~

SEPARATE

CIRCULAR

Department of State,

Washington, October 5, 1880.

To the

~~Consular Officers of the United States at Maritime Ports.~~

~~Gentlemen:~~

~~I enclose hereto a copy of the "Regulations for Preventing Collisions at Sea," which have been adopted by all the Maritime Nations of the world mentioned in the "Second Schedule" of the Regulations, except the United States.~~

X The relation of the United States to these Regulations will be explained by reference to General Order No. 253, of the 16th of July, 1880, issued by the Secretary of the Navy, and adopted for the Naval Service of the United States, and to the letter of the Acting Secretary of the Treasury of the 2d of September, 1880, with reference to the merchant vessels of the United States, both of which documents are printed, and follow the Regulations.

It should be observed that very few changes have been made from the old precepts. Attention, however, is called to Article V of General Order No. 253, N. D., and it is explained that this includes steamers whose engines are disabled, vessels whose steering gear is out of order, and, in the opinion of the Navy Department, vessels "lying to."

Article XI, of General Order, Navy Department No. 253, corresponds with a clause of Section 4234 of the "Revised Statutes," and has been transferred from its proper place to a position opposite that clause and follows article XXIII.

Article XII, paragraph (b), is especially important, as it ALTERS fog-signals for sailing vessels.

A careful perusal of the explanatory note of Article XV is also enjoined, as to what constitutes a vessel head on, or nearly head on.

With these explanations it is believed that the documents combined are of very great importance to the shipping interests of the United States, and you are directed to distribute copies of them to the masters of all American vessels who may visit your respective ports. You will send forward a sufficient number of them to the Consular Agents under your jurisdiction for the same purpose.

You are also directed to acknowledge their receipt as soon as they reach you, and inform the Department of any additional number that may be required at your office.

I am, gentlemen, your obedient servant,

WM. M. EVARTS.

THE FOLLOWING REGULATIONS HAVE BEEN ADOPTED BY THE GOVERNMENT OF ALL NATIONS MENTIONED IN THE "SECOND SCHEDULE," EXCEPT THE UNITED STATES.

FIRST SCHEDULE.

REGULATIONS FOR PREVENTING COLLISIONS ~~AND~~ *on the water.*

ARTICLE 1.

Preliminary.

In the following rules every steamship which is under sail and not under steam is to be considered a sailing-ship; and every steamship which is under steam, whether under sail or not, is to be considered a ship under steam.

ARTICLE 2.

Rules concerning lights.

The lights mentioned in the following articles, numbered 3, 4, 5, 6, 7, 8, 9, 10, and 11, and no others, shall be carried in all weathers from sunset to sunrise.

ARTICLE 3.

A seagoing steamship when under way shall carry—

(a) On or in front of the foremast, at a height above the hull of not less than 20 feet, and if the breadth of the ship exceeds 20 feet then at a height above the hull not less than such breadth, a bright white light, so constructed as to show an uniform and unbroken light over an arc of the horizon of 20 points of the compass; so fixed as to throw the light 10 points on each side of the ship, viz, from right ahead to two points abaft the beam on either side; and of such a character as to be visible on a dark night, with a clear atmosphere, at a distance of at least five miles.

(b) On the starboard side, a green light so constructed as to show an uniform and unbroken light over an arc of the horizon of 10 points of the compass; so fixed as to throw the light from right ahead to 2 points abaft the beam on the starboard side; and of such a character as to be visible on a dark night, with a clear atmosphere, at a distance of at least two miles.

(c) On the port side, a red light, so constructed as to show an uniform and unbroken light over an arc of the horizon of 10 points of the compass; so fixed as to throw the light from right ahead to 2 points abaft the beam on the port side; and of such a character as to be visible on a dark night, with a clear atmosphere, at a distance of at least two miles.

(d) The said green and red side lights shall be fitted with inboard screens projecting at least three feet forward from the light, so as to prevent these lights from being seen across the bow.

ARTICLE 4.

A steamship, when towing another ship, shall, in addition to her side lights, carry two bright white lights in a vertical line one over the other, not less than three feet apart, so as to distinguish her from other steamships. Each of these lights shall be of the same construction and character, and shall be carried in the same position as the white light which other steamships are required to carry.

ARTICLE 5.

A ship, whether a steamship or a sailing-ship, when employed either in laying or in picking up a telegraph cable, or which from any accident is not under command, shall at night carry, in the same position as the white light which steamships are required to carry, and, if a steamship, in place of that light, three red lights in globular lanterns, each not less than 10 inches in diameter, in a vertical line one over the other, not less than three feet apart; and shall by day carry in a vertical line one over the other, not less than three feet apart, in front of but not lower than her foremast head, three black balls or shapes, each two feet in diameter.

These shapes and lights are to be taken by approaching ships as signals that the ship using them is not under command, and cannot therefore get out of the way.

The above ships, when not making any way through the water, shall not carry the side lights, but when making way shall carry them.

ARTICLE 6.

A sailing-ship under way, or being towed, shall carry the same lights as are provided by Article 3 for a steamship under way, with the exception of the white light, which she shall never carry.

ARTICLE 7.

Whenever, as in the case of small vessels during bad weather, the green and red side lights cannot be fixed, these lights shall be kept on deck, on their respective sides of the vessel, ready for use; and shall, on the approach of or to other vessels, be exhibited on their respective sides in sufficient time to prevent collision, in such manner as to make them most visible, and so that the green light shall not be seen on the port side nor the red light on the starboard side.

To make the use of these portable lights more certain and easy, the lanterns containing them shall each be painted outside with the color of the light they respectively contain, and shall be provided with proper screens.

ARTICLE 8.

A ship, whether a steamship or a sailing-ship, when at anchor, shall carry, where it can best be seen, but at a height not exceeding 20 feet above the hull, a white light, in a globular lantern of not less than eight inches in diameter, and so constructed as to show a clear, uniform, and unbroken light visible all round the horizon at a distance of at least one mile.

ARTICLE 9.

A pilot vessel, when engaged on her station on pilotage duty, shall not carry the lights required for other vessels, but shall carry a white light at the masthead, visible all round the horizon, and shall also exhibit a flare-up light or flare-up lights at short intervals, which shall never exceed fifteen minutes.

A pilot vessel, when not engaged on her station on pilotage duty, shall carry lights similar to those of other ships.

ARTICLE 10.

(a) Open fishing-boats and other open boats when under way shall not be obliged to carry the side lights required for other vessels; but every such boat shall in lieu thereof have ready at hand a lantern with a green glass on the one side and a red glass on the other side; and on the approach of or to other vessels such lantern shall be exhibited, in sufficient time to prevent collision, so that the green light shall not be seen on the port side, nor the red light on the starboard side.

(b) A fishing-vessel, and an open boat, when at anchor, shall exhibit a bright white light.

(c) A fishing-vessel, when employed in drift-net fishing, shall carry on one of her masts two red lights in a vertical line one over the other, not less than three feet apart.

(d) A trawler at work shall carry on one of her masts two lights in a vertical line one over the other, not less than three feet apart, the upper light red and the lower green, and shall also either carry the side lights required for other vessels, or, if the side lights cannot be carried, have ready at hand the colored lights, as provided in Article 7, or a lantern with a red and a green glass, as described in paragraph (a) of this article.

(e) Fishing-vessels and open boats shall not be prevented from using a flare-up in addition, if they desire to do so.

(f) The lights mentioned in this article are substituted for those mentioned in the 12th, 13th, and 14th articles of the convention between France and England scheduled to the British Sea Fisheries Act, 1868.

(g) All lights required by this article, except side lights, shall be in globular lanterns, so constructed as to show all round the horizon.

A ship which is a flare-up light.

A steamship shall may not be intercepted cal means, and also wi

In fog, mist, or falling snow, whether by day or night, the signals described in this article shall be used as follows; that is to say:

(a) A steamship under way shall make with her steam-whistle, or other steam sound signal, at intervals of not more than two minutes, a prolonged blast.

(b) A sailing-ship under way shall make with her fog-horn, at intervals of not more than two minutes, when on the starboard tack one blast, when on the port tack two blasts in succession, and when with the wind abaft the beam three blasts in succession.

(c) A steamship and sailing-ship, when not under way, shall, at intervals of not more than two minutes, ring the bell.

ARTICLE 13.

Speed of ships to be moderate in fog, &c.

Every ship, whether sailing-ship or steamship, shall, in a fog, mist, or falling snow, go at a moderate speed.

ARTICLE 14.

Steering and sailing rules.

When two sailing-ships are approaching one another, so as to involve risk of collision, one of them shall keep out of the way of the other, as follows, viz:

(a) A ship which is running free shall keep out of the way of a ship which is close-hauled.

(b) A ship which is close-hauled on the port tack shall keep out of the way of a ship which is close-hauled on the starboard tack.

(c) When both are running free, with the wind on different sides, the ship which has the wind on the port side shall keep out of the way of the other.

(d) When both are running free, with the wind on the same side, the ship which is to windward shall keep out of the way of the ship which is to leeward.

(e) A ship which has the wind aft shall keep out of the way of the other ship.

ARTICLE 15.

If two ships under steam are meeting end on, or nearly end on, so as to involve risk of collision, each shall alter her course to starboard, so that each may pass on the port side of the other.

This article only applies to cases where ships are meeting end on, or nearly end on, in such a manner as to involve risk of collision, and does not apply to two ships which must, if both keep on their respective courses, pass clear of each other.

The only cases to which it does not apply are, when each of the two ships is end on, or nearly end on, to the other; in other words, to cases in which, by day, each ship sees the masts of the other in a line, or nearly in a line, with her own; and, by night, to cases in which each ship is in such a position as to see both the side lights of the other.

It does not apply, by day, to cases in which a ship sees another ahead crossing her own course; or, by night, to cases where the red light of one ship is opposed to the red light of the other, or where the green light of one ship is opposed to the green light of the other, or where a red light without a green light, or a green light without a red light, is seen ahead; or where both green and red lights are seen anywhere but ahead.

ARTICLE 16.

If two ships under steam are crossing so as to involve risk of collision, the ship which has the other on her own starboard side shall keep out of the way of the other.

ARTICLE 17.

If two ships, one of which is a sailing-ship and the other a steamship, are proceeding in such directions as to involve risk of collision, the steamship shall keep out of the way of the sailing-ship.

ARTICLE 18.

Every steamship, when approaching another ship, so as to involve risk of collision, shall slacken her speed or stop and reverse if necessary.

ARTICLE 19.

In taking any course authorized or required by these regulations, a steamship under way may indicate that course to any other ship which she has in sight by the following signals on her steam-whistle, viz:

One short blast to mean "I am directing my course to starboard."

Two short blasts to mean "I am directing my course to port."

Three short blasts to mean "I am going full speed astern."

The use of these signals is optional; but if they are used the course of the ship must be in accordance with the signal made.

ARTICLE 20.

Notwithstanding anything contained in any preceding article, every ship, whether a sailing-ship or a steamship, overtaking another, shall keep out of the way of the overtaken ship.

ARTICLE 21.

In narrow channels every steamship shall, when it is safe and practicable, keep to that side of the fair-way or mid-channel which lies on the starboard side of such ship.

ARTICLE 22.

Where, by the above rules, one of two ships is to keep out of the way, the other shall keep her course.

ARTICLE 23.

In obeying and construing these rules due regard shall be had to all dangers of navigation, and to any special circumstances which may render a departure from the above rules necessary in order to avoid immediate danger.

ARTICLE 24.

No ship, under any circumstances, to neglect proper precautions.

Nothing in these rules shall exonerate any ship, or the owner, or master, or crew thereof, from the consequences of any neglect to carry lights or signals, or of any neglect to keep a proper lookout, or of the neglect of any precaution which may be required by the ordinary practice of seamen, or by the special circumstances of the case.

Note.

Department of State - The rules in article 14 do not go into effect until after September 1, 1881.

Insert after article 10

white light or

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ARTICLE 25.

Reservation of rules for harbors and inland navigation.

Nothing in these rules shall interfere with the operation of a special rule, duly made by local authority, relative to the navigation of any harbor, river, or inland navigation.

ARTICLE 26.

Specials lights for squadrons and convoys.

Nothing in these rules shall interfere with the operation of any special rules made by the government of any nation with respect to additional station and signal lights for two or more ships of war or for ships sailing under convoy.

SECOND SCHEDULE.

AUSTRIA-HUNGARY,	FRANCE,	ITALY,	RUSSIA,
BELGIUM,	GERMANY,	NETHERLANDS,	SPAIN,
CHILL,	GREAT BRITAIN,	NORWAY,	SWEDEN,
DENMARK,	GREECE,	PORTUGAL,	UNITED STATES.

REGULATIONS FOR PREVENTING COLLISIONS AT SEA.

NAVY DEPARTMENT,

WASHINGTON, D. C., July 16, 1880.

GENERAL ORDER

No. 253.

A revised code of "Regulations for Preventing Collisions at Sea" having been approved by nearly all the maritime nations of the world, and adopted by them, to go into effect on the 1st September, 1880, thus becoming an integral part of the law of the sea, it is hereby adopted for the Naval Service of the United States, to go into effect on the above-mentioned date, *in so far as the navigation of naval vessels outside of United States territorial waters is concerned.* Within the waters of the United States, naval vessels will be guided by the regulations for preventing collisions as specified in Section 4233 of the United States Revised Statutes.

Navy Department General Order No. 34, dated May 4, 1864, and forming Appendix No. 2 of the United States Naval Regulations, is hereby rescinded; and the precepts of the Revised Regulations and of the United States Statutes hereto appended will be strictly complied with in accordance with the above specifications.

A careful examination and comparison of the appended codes is enjoined upon all officers of the Navy, especially of those parts of the Revised Regulations which are printed in italics, as it is in them that the modifications from the old rules exist.

WM. N. JEFFERS,

Acting Secretary of the Navy.

Section 4233, U. S. Revised Statutes.

RULE I. Every steam-vessel which is under sail, and not under steam, shall be considered a sail-vessel; and every steam-vessel which is under steam, whether under sail or not, shall be considered a steam-vessel.

RULE II. The lights mentioned in the following rules, and no others, shall be carried in all weathers, between sunset and sunrise.

RULE III. All ocean-going steamers, and steamers carrying sail, shall, when under way, carry—

(A.) At the foremast-head, a bright white light, of such a character as to be visible on a dark night, with a clear atmosphere, at a distance of at least five miles, and so constructed as to show a uniform and unbroken light over an arc of the horizon of twenty points of the compass, and so fixed as to throw the light ten points on each side of the vessel, namely, from right ahead to two points abaft the beam on either side.

(B.) On the starboard side, a green light, of such a character as to be visible on a dark night, with a clear atmosphere, at a distance of at least two miles, and so constructed as to show a uniform and unbroken light over an arc of the horizon of ten points of the compass, and so fixed as to throw the light from right ahead to two points abaft the beam on the starboard side.

(C.) On the port side, a red light, of such a character as to be visible on a dark night, with a clear atmosphere, at a distance of at least two miles, and so constructed as to show a uniform and unbroken light over an arc of the horizon of ten points of the compass, and so fixed as to throw the light from right ahead to two points abaft the beam on the port side.

The green and red lights shall be fitted with inboard screens, projecting at least three feet forward from the lights, so as to prevent them from being seen across the bow.

RULE IV. Steam-vessels, when towing other vessels, shall carry two bright white mast-head lights vertically, in addition to their side lights, so as to distinguish them from other steam-vessels. Each of these mast-head lights shall be of the same character and construction as the mast-head lights prescribed by Rule three.

RULE V. All steam-vessels other than ocean-going steamers and steamers carrying sail, shall, when under way, carry on the starboard and port sides lights of the same character and construction and in the same position as are prescribed for side lights by Rule three, except in the case provided in Rule six.

(New Regulation.)

Revised International Regulations.

ARTICLE I. In the following rules every steamship which is under sail and not under steam is to be considered a sailing-ship; and every steamship which is under steam, whether under sail or not, is to be considered a ship under steam.

ARTICLE II. The lights mentioned in the following articles, numbered 3, 4, 5, 6, 7, 8, 9, 10, and 11, and no others, shall be carried in all weathers from sunset to sunrise.

ARTICLE III. A sea-going steamship when under way, shall carry—

(a.) On or in front of the foremast, at a height above the hull of not less than 20 feet, and if the breadth of the ship exceeds 20 feet, then at a height above the hull not less than such breadth, a bright white light, so constructed as to show an uniform and unbroken light over an arc of the horizon of twenty points of the compass, so fixed as to throw the light ten points on each side of the ship, viz, from right ahead to two points abaft the beam on either side, and of such a character as to be visible on a dark night, with a clear atmosphere, at a distance of at least five miles.

(b.) On the starboard side, a green light so constructed as to show an uniform and unbroken light over an arc of the horizon of ten points of the compass; so fixed as to throw the light from right ahead to two points abaft the beam on the starboard side; and of such a character as to be visible on a dark night, with a clear atmosphere, at a distance of at least two miles.

(c.) On the port side, a red light so constructed as to show an uniform and unbroken light over an arc of the horizon of ten points of the compass; so fixed as to throw the light from right ahead to two points abaft the beam on the port side; and of such a character as to be visible on a dark night, with a clear atmosphere, at a distance of at least two miles.

(d.) The said green and red side lights shall be fitted with inboard screens projecting at least three feet forward from the light, so as to prevent these lights from being seen across the bow.

ARTICLE IV. A steamship, when towing another ship, shall, in addition to her side lights, carry two bright white lights in a vertical line one over the other, not less than three feet apart, so as to distinguish her from other steamships. Each of these lights shall be of the same construction and character, and shall be carried in the same position as the white light which other steamships are required to carry.

(Inland Water Regulation.)

ARTICLE V. A ship, whether a steamship or sailing-ship, when employed either in laying or picking up a telegraph cable, or which, from any accident, is not under command, shall at night carry, in the same position as the white light which steamships are required to carry; and if a steamship, in place of that light, three red lights in globular lanterns, each not less than ten inches in diameter, in a vertical line one over the other, not less than three feet apart; and shall by day carry in a vertical line one over the other, not less than three feet apart, in front of but not lower than her foremast head, three black balls or shapes, each two feet in diameter.

These shapes and lights are to be taken by approaching ships as signals that the ship using them is not under command, and cannot therefore get out of the way.

The above ships, when not making any way through the water, shall not carry the side lights, but when making way shall carry them.

RULE VI. River-steamers navigating waters flowing into the Gulf of Mexico and their tributaries, shall carry the following lights, namely: One red light on the out-board side of the port smoke-pipe, and one green light on the out-board side of the starboard smoke-pipe. Such lights shall show both forward and abeam on their respective sides.

RULE VII. All coasting steam-vessels, and steam-vessels other than ferry-boats and vessels otherwise expressly provided for, navigating the bays, lakes, rivers, or other inland waters of the United States, except those mentioned in Rule six, shall carry the red and green lights, as prescribed for ocean-going steamers; and, in addition thereto, a central range of two white lights; the after light being carried at an elevation of at least fifteen feet above the light at the head of the vessel. The head-light shall be so constructed as to show a good light through twenty points of the compass, namely: from right ahead to two points abaft the beam on either side of the vessel; and the after light so as to show all around the horizon. The lights for ferry-boats shall be regulated by such rules as the board of supervising inspectors of steam-vessels shall prescribe.

RULE VIII. Sail-vessels, under way or being towed, shall carry the same lights as steam-vessels under way, with the exception of the white mast-head lights, which they shall never carry.

RULE IX. Whenever, as in case of small vessels during bad weather, the green and red lights cannot be fixed, these lights shall be kept on deck, on their respective sides of the vessel, ready for instant exhibition, and shall, on the approach of or to other vessels, be exhibited on their respective sides in sufficient time to prevent collision, in such manner as to make them most visible, and so that the green light shall not be seen on the port side, nor the red light on the starboard side. To make the use of these portable lights more certain and easy, they shall each be painted outside with the color of the light they respectively contain, and shall be provided with suitable screens.

RULE X. All vessels, whether steam-vessels or sail-vessels, when at anchor in roadsteads or fair-ways, shall, between sunset and sunrise, exhibit where it can best be seen, but at a height not exceeding twenty feet above the hull, a white light in a globular lantern of eight inches in diameter, and so constructed as to show a clear, uniform, and unbroken light, visible all around the horizon, and at a distance of at least one mile.

RULE XI. Sailing pilot-vessels shall not carry the lights required for other sailing-vessels, but shall carry a white light at the mast-head, visible all around the horizon, and shall also exhibit a flare-up light every fifteen minutes.

(New Regulation.)

RULE XII. Coal-boats, trading-boats, produce-boats, canal-boats, oyster-boats, fishing-boats, rafts, or other water craft, navigating any bay, harbor, or river, by hand-power, horse-power, sail, or by the current of the river, or which shall be anchored or moored in or near the channel or fair-way, of any bay, harbor, or river, shall carry one or more good white lights, which shall be placed in such manner as shall be prescribed by the board of supervising inspectors of steam-vessels.

RULE XIII. Open boats shall not be required to carry the side lights required for other vessels, but shall, if they do not carry such lights, carry a lantern having a green slide on one side and a red slide on the other side; and, on the approach of or to other vessels, such lantern shall be exhibited in sufficient time to prevent collision, and in such a manner that the green light shall not be seen on the port side, nor the red light on the starboard side. Open boats, when at anchor or stationary, shall exhibit a bright white light. They shall not, however, be prevented from using a flare-up, in addition, if considered expedient.

(New Regulations.)

RULE XIV. The exhibition of any light on board of a vessel of war of the United States may be suspended whenever, in the opinion of the Secretary of the Navy, the commander-in-chief of a squadron, or the commander of a vessel acting singly, the special character of the service may require it.

(Inland Water Regulation not affecting naval vessels.)

ARTICLE VI. A sailing-ship under way, or being towed, shall carry the same lights as are provided by Article 3 for a steamship under way, with the exception of the white light, which she shall never carry.

ARTICLE VII. Whenever, as in the case of small vessels, during bad weather, the green and red side lights cannot be fixed, these lights shall be kept on deck, on their respective sides of the vessel, ready for use, and shall, on the approach of or to other vessels, be exhibited on their respective sides in sufficient time to prevent collision, in such manner as to make them most visible, and so that the green light shall not be seen on the port side nor the red light on the starboard side.

To make the use of these portable lights more certain and easy, the lanterns containing them shall each be painted outside with the color of the light they respectively contain and shall be provided with proper screens.

ARTICLE VIII. A ship, whether a steamship or a sailing-ship, when at anchor, shall carry, where it can best be seen, but at a height not exceeding twenty feet above the hull, a white light in a globular lantern of not less than eight inches in diameter, and so constructed as to show a clear, uniform, and unbroken light, visible all round the horizon, at a distance of at least one mile.

ARTICLE IX. A pilot-vessel, when engaged on her station on pilotage duty, shall not carry the lights required for other vessels, but shall carry a white light at the mast-head, visible all round the horizon, and shall also exhibit a flare-up light, or flare-up lights, at short intervals, which shall never exceed fifteen minutes.

A pilot-vessel, when not engaged on her station on pilotage duty, shall carry lights similar to those of other ships.

(Inland Water Regulation not affecting naval vessels.)

ARTICLE X. (a.) Open fishing-boats and other open boats, when under way shall not be obliged to carry the side lights required for other vessels, but every such boat shall, in lieu thereof, have ready at hand a lantern with a green glass on the one side and a red glass on the other side, and on the approach of or to other vessels such lantern shall be exhibited, in sufficient time to prevent collision, so that the green light shall not be seen on the port side nor the red light on the starboard side.

(b.) A fishing-vessel and an open boat, when at anchor, shall exhibit a bright white light.

(c.) A fishing-vessel, when employed in drift-net fishing, shall carry on one of her masts two red lights in a vertical line one over the other, not less than three feet apart.

(d.) A trawler at work shall carry on one of her masts two lights in a vertical line one over the other, not less than three feet apart, the upper light red and the lower green, and shall also either carry the side lights required for other vessels, or, if the side lights cannot be carried, have ready at hand the colored lights, as provided in article 7, or a lantern with a red and a green glass, as described in paragraph (a) of this article.

(e.) Fishing-vessels and open boats shall not be prevented from using a flare-up in addition, if they desire to do so.

(f.) The lights mentioned in this article are substituted for those mentioned in the 12th, 13th, and 14th articles of the convention between France and England scheduled to the British Sea Fisheries Act, 1868.

(g.) All lights required by this article, except side lights, shall be in globular lanterns so constructed as to show all round the horizon.

(Rescinded.)

RULE XV. Whenever there is a fog, or thick weather, whether by day or night, fog-signals shall be used as follows:

(A.) Steam-vessels under way shall sound a steam-whistle placed before the funnel, not less than eight feet from the deck, at intervals of not more than one minute.

(B.) Sail-vessels under way shall sound a fog-horn at intervals of not more than five minutes.

(New Regulation.)

(C.) Steam-vessels and sail-vessels, when not under way, shall sound a bell at intervals of not more than five minutes.

(D.) Coal boats, trading boats, produce boats, canal boats, oyster boats, fishing boats, rafts, or other water craft, navigating any bay, harbor, or river, by hand-power, horse-power, sail, or by the current of the river, or anchored or moored in or near the channel or fair-way of any bay, harbor, or river, and not in any port, shall sound a fog-horn, or equivalent signal, which shall make a sound equal to a steam-whistle, at intervals of not more than two minutes.

(See Rule XXI.)

RULE XVI. If two sail-vessels are meeting end on, or nearly end on, so as to involve risk of collision, the helms of both shall be put to port, so that each may pass on the port side of the other.

RULE XVII. When two sail-vessels are crossing so as to involve risk of collision, then, if they have the wind on different sides, the vessel with the wind on the port side shall keep out of the way of the vessel with the wind on the starboard side, except in the case in which the vessel with the wind on the port side is close-hauled, and the other vessel free, in which case the latter vessel shall keep out of the way. But if they have the wind on the same side, or if one of them has the wind aft, the vessel which is to windward shall keep out of the way of the vessel which is to leeward.

RULE XVIII. If two vessels under steam are meeting end on, or nearly end on, so as to involve risk of collision, the helms of both shall be put to port, so that each may pass on the port side of the other.

(Explanatory note.)

RULE XIX. If two vessels under steam are crossing so as to involve risk of collision, the vessel which has the other on her own starboard side shall keep out of the way of the other.

RULE XX. If two vessels, one of which is a sail-vessel and the other a steam-vessel, are proceeding in such directions as to involve risk of collision, the steam-vessel shall keep out of the way of the sail-vessel.

RULE XXI. Every steam-vessel, when approaching another vessel, so as to involve risk of collision, shall slacken her speed, or, if necessary, stop and reverse; and every steam-vessel shall, when in a fog, go at a moderate speed.

(Article XIX is an obligatory regulation in United States waters, although not mentioned in the Statutes.)

RULE XXII. Every vessel overtaking any other vessel shall keep out of the way of the last-mentioned vessel.

(New Regulation.)

RULE XXIII. Where, by rules seventeen, nineteen, twenty, and twenty-two, one of two vessels shall keep out of the way, the other shall keep her course, subject to the qualifications of rule twenty-four.

ARTICLE XII. A steamship shall be provided with a steam-whistle or other efficient steam-sound signal, so placed that the sound may not be intercepted by any obstructions, and with an efficient fog-horn to be sounded by a bellows or other mechanical means, and also with an efficient bell. A sailing-ship shall be provided with a similar fog-horn and bell.

In fog, mist, or falling snow, whether by day or night, the signals described in this article shall be used as follows, that is to say:

(a.) A steamship under way shall make with her steam-whistle, or other steam-sound signal, at intervals of not more than two minutes, a prolonged blast.

(b.) A sailing-ship under way shall make with her fog-horn, at intervals of not more than two minutes, when on the starboard tack one blast, when on the port tack two blasts in succession, and when with the wind abaft the beam three blasts in succession.

(c.) A steamship and sailing-ship, when not under way, shall, at intervals of not more than two minutes, ring the bell.

(Inland Water Regulation not affecting naval vessels.)

ARTICLE XIII. Every ship, whether sailing-ship or steamship, shall, in a fog, mist, or falling snow, go at a moderate speed.

ARTICLE XIV. When two sailing-ships are approaching one another so as to involve risk of collision, one of them shall keep out of the way of the other, as follows, viz:

(a.) A ship which is running free shall keep out of the way of a ship which is close-hauled.

(b.) A ship which is close-hauled on the port tack shall keep out of the way of a ship which is close-hauled on the starboard tack.

(c.) When both are running free with the wind on different sides, the ship which has the wind on the port side shall keep out of the way of the other.

(d.) When both are running free with the wind on the same side, the ship which is to windward shall keep out of the way of the ship which is to leeward.

(e.) A ship which has the wind aft shall keep out of the way of the other ship.

ARTICLE XV. If two ships under steam are meeting end on, or nearly end on, so as to involve risk of collision, each shall alter her course to starboard, so that each may pass on the port side of the other.

This article only applies to cases where ships are meeting end on, or nearly end on, in such a manner as to involve risk of collision, and does not apply to two ships which must, if both keep on their respective courses, pass clear of each other.

The only cases to which it does apply are, when each of the two ships is end on, or nearly end on, to the other; in other words, to cases in which, by day, each ship sees the masts of the other in a line or nearly in a line with her own; and, by night, to cases in which each ship is in such a position as to see both the side lights of the other.

It does not apply, by day, to cases in which a ship sees another ahead crossing her own course, or, by night, to cases where the red light of one ship is opposed to the red light of the other, or where the green light of one ship is opposed to the green light of the other, or where a red light without a green light, or a green light without a red light, is seen ahead, or where both green and red lights are seen anywhere but ahead.

ARTICLE XVI. If two ships under steam are crossing so as to involve risk of collision, the ship which has the other on her own starboard side shall keep out of the way of the other.

ARTICLE XVII. If two ships, one of which is a sailing-ship and the other a steamship, are proceeding in such directions as to involve risk of collision, the steamship shall keep out of the way of the sailing-ship.

ARTICLE XVIII. Every steamship, when approaching another ship so as to involve risk of collision, shall slacken her speed or stop and reverse if necessary.

ARTICLE XIX. In taking any course authorized or required by these regulations, a steamship under way may indicate that course to any other ship which she has in sight by the following signals on her steam-whistle, viz:

One short blast to mean "I am directing my course to starboard." Two short blasts to mean "I am directing my course to port." Three short blasts to mean "I am going at full speed astern."

The use of these signals is optional; but if they are used the course of the ship must be in accordance with signals made.

ARTICLE XX. Notwithstanding anything contained in any preceding article, every ship, whether a sailing-ship or a steamship, overtaking another, shall keep out of the way of the overtaken ship.

ARTICLE XXI. In narrow channels every steamship shall, when it is safe and practicable, keep to that side of the fair-way or mid-channel which lies on the starboard side of such ship.

ARTICLE XXII. Where, by the above rules, one of two ships is to keep out of the way, the other shall keep her course.

RULE XXIV. In construing and obeying these rules, due regard must be had to all dangers of navigation, and to any special circumstances which may exist in any particular case rendering a departure from them necessary in order to avoid immediate danger.

SECTION 4234. * * * and every such vessel (sail-vessel) shall, on the approach of any steam-vessel during the night time, show a lighted torch upon that point or quarter to which such steam-vessel shall be approaching.

(New Regulations.)

ARTICLE XXIII. In obeying and construing these rules, due regard shall be had to all dangers of navigation, and to any special circumstances which may render a departure from the above rules necessary in order to avoid immediate danger.

ARTICLE XI. A ship which is being overtaken by another shall show from her stern to such last-mentioned ship a white light or a flare-up light.

ARTICLE XXIV. Nothing in these rules shall exonerate any ship, or the owner, or master, or crew thereof, from the consequences of any neglect to carry lights or signals, or of any neglect to keep a proper lookout, or of the neglect of any precaution which may be required by the ordinary practice of seamen, or by the special circumstances of the case.

ARTICLE XXV. Nothing in these rules shall interfere with the operation of a special rule, duly made by local authority, relative to the navigation of any harbor, river, or inland navigation.

ARTICLE XXVI. Nothing in these rules shall interfere with the operation of any special rules made by the government of any nation with respect to additional station and signal lights for two or more ships of war, or for ships sailing under convoy.

NOTE.—Paragraphs (c), (d), (e), (f), and (g) of Article X are suspended until September 1, 1881, in order to permit a knowledge of them to be circulated among all vessels which they affect.

Treasury Department,

September 2, 1880.

Hon. John Hay,

Acting Secretary of State.

Sir:

I have the honor to acknowledge the receipt of your communication of the 27th ultimo, in relation to the International Regulations for the prevention of collisions at sea, enclosing for the consideration of the Department a copy of a note of the 24th ultimo, from Mr. Victor Drummond, Charge d'Affaires ad interim of Her Britannic Majesty at this Capital, in which attention is called to certain inconveniences which it is feared may result from the non-adoption of the International Regulations by the United States.

You inquire whether, in view of the difficulties to which Mr. Drummond's note refers, this Department would consider it practicable to temporarily authorize the Merchant Marine of the United States to observe the International Regulations by an Executive order, or whether, at least, a simple notice may not be given that use of these Regulations by American vessels will not be prevented by the authority of the United States.

The Department has carefully considered the subject of your communication, and has come to the conclusion that it has no power to formally authorize the adoption by the Commercial Marine of the United States of the new International Rules of the Road for Preventing Collisions at Sea, so long as the provisions of Section 4233 of the Revised Statutes remain unchanged by the action of Congress. This Department has, however, given notice to the press of the embarrassments to which American vessels will be liable in cases of collision with vessels of other nationalities by not conforming to the new regulations, and has suggested that a compliance by vessels of the United States with these regulations while navigating foreign waters will not entail any penalties upon them on their return to this country.

Before taking any further step in recognition of the new Regulations, this Department is disposed to await the action of Congress.

Very respectfully,

H. F. FRENCH,

Acting Secretary.

Very Scarce Return to Dept of State

46TH CONGRESS, HOUSE OF REPRESENTATIVES. { EX. DOC.
2d Session. { No. 55.

RULES FOR NAVAL VESSELS.

LETTER

FROM

THE SECRETARY OF THE NAVY,

TRANSMITTING,

In response to a resolution of the House of Representatives, rules for the guidance of naval vessels at sea.

JANUARY 27, 1880.—Referred to the Committee on Naval Affairs.

MARCH 10, 1880.—Recommitted to the Committee on Naval Affairs and ordered to be printed, to accompany bill H. R. 4430.

NAVY DEPARTMENT,
Washington, January 22, 1880.

SIR: I have the honor to acknowledge the receipt of the resolution of the House of Representatives, passed on the 9th instant, which requires the Secretary of the Navy to report to the House "the rules prescribed by the Navy Department for the guidance of naval vessels at sea; whether, in his opinion, the same are in conflict with the existing rules for the guidance of merchant vessels; and, if so, wherein such a conflict exists; and also what measures are, in his opinion, necessary to be taken to establish a system of international rules which shall apply to all naval and merchant vessels at sea," and in compliance therewith to submit the following report:

Although certain principles with regard to the conduct of vessels meeting and passing each other at sea, common to all maritime nations, may be traced back almost as far as marine commerce itself, the attempts to embody these principles into rules for national or universal observance is of comparatively recent origin.

As far as the naval vessels of a country are concerned, these principles are found embodied in regulations which are centuries old, and which form elements of the science of naval tactics. These regulations, however, in former times had little, if any, legal control over vessels of the merchant marines.

As commerce increased in extent and importance, and as the control of vessels of the merchant marines passed from the hands of owners to those of local boards of trade, and from those of local to those of national boards, we find different nations introducing these rules as statutes for general observance; and as the science of maritime law became developed and the absolute freedom of the high seas came to be acknowledged

by all maritime nations, the necessity for some universal law for the guidance of vessels on the ocean became apparent.

The first movement towards establishing some universal law seems to have been made about the year 1842; the Government of Great Britain taking the initiative. In this year the British admiralty issued a set of orders prescribing certain lights to be used at night by *all* British vessels; the same order made a steering rule applicable to *all* British vessels that had previously been a board of trade rule only, and which was generally known as the "law of the port helm." (See Appendix G.) These rules were not formally submitted to other nations, but before 1844 the majority of the maritime nations of the world had adopted them either in whole or in part. In the United States they were adopted by the Navy Department only, appearing verbatim in a general order to all United States vessels.

The law of the port helm was, however, very faulty, and in 1852 the British admiralty issued instructions, under the authority of an act of Parliament, to a committee, composed of officers of the royal navy and an Elder Brother of the Trinity House, to examine and report upon them.

In consequence of the condemnatory report of this committee, a second committee was organized by act of Parliament, composed of officers of the royal navy, Elder Brethren of the Trinity House, and members of the board of trade, to frame laws for preventing collision at sea. These laws were submitted to Parliament in 1862. They were made statutory in Great Britain, and all other maritime nations were invited to examine them in the interests of commerce at large, and, if found suitable, to legalize them.

In the course of the next two years thirty-four of the principal maritime nations of the world had approved and made statutory these laws.

In 1877, it having been found that these laws did not fulfill the requirements of marine commerce, an act of Parliament was passed authorizing an examination of them by a board similar to the previous one, consisting of naval officers, Trinity House Brethren, and members of the board of trade. By this committee a revised set of laws was compiled and submitted to the government. The British Government submitted them to all the foreign maritime powers, and after sixteen of these powers had signified their approval of them and their intention to legalize them for national usage, the British Parliament made them statutory to go into effect on the 1st of September, 1880.

It is thus seen that the present international rules for preventing collision are due entirely to the action of the British Government, and before entering into a discussion of the actions of our own government, it is necessary to examine more closely the methods by which Great Britain arrived at the desired result.

Every nation has a right to make such *municipal* laws as it sees fit; therefore the right of the British Government to force the use of certain lights on board its naval and merchant vessels is unquestionable.

The British admiralty (corresponding to the United States Navy Department) issued the first instructions binding upon *all* British vessels, and upon reference to British authority it is found that previous to and for some time after 1842 the admiralty had a certain control over the merchant marine, which included matters of this general description.

It will be noticed that the first revisory board was made up of naval officers and a Trinity House Brother.

Referring again to authority we find that between 1842 and 1850 all pilot regulations were placed under the control of the Trinity House, and these light and steering rules were considered to come within the

limits of pilot law. Therefore the controlling departments of the navy and the merchant marine were both represented on the committee.

In 1862 we see the new rules framed by a committee of naval officers, Trinity Brethren, and members of the board of trade. Again by reference we find that in 1854 the British merchant marine was placed under the directions of the board of trade, the pilots remaining under the Trinity House. Thus, again, the whole marine was represented.

The new rules having been made statutory were submitted for approval to foreign governments, and it was stated that all foreign ships who were guided by these rules should be treated as British ships in British courts of law. All the principal nations of the world approved and legalized these laws, and immediately the laws or rules *changed their character*. From being municipal laws, as enacted by Great Britain alone, they became, by the force of the common consent of commercial nations, an integral part of the law of the sea. It is not out of place to quote here an extract from an opinion on this self-same subject delivered by Mr. Justice Strong in the Supreme Court of the United States (14 Wall., 188).

When we find such rules of navigation accepted as obligatory rules by more than thirty of the principal commercial states of the world, including almost all which have any shipping on the Atlantic Ocean, we are constrained to regard them as in part at least, and so far as relates to these vessels, the laws of the sea. Undoubtedly no single nation can change the law of the sea. The law is of universal obligation, and no statute of one or two nations can create obligations for the world. Like the laws of nations it rests upon the common consent of civilized communities.

It is stated that in 1877 the British Parliament authorized an examination of these laws, and the result of this examination was the compilation of a revised set of laws which have been made statutory in Great Britain. Let us examine the mode of procedure in the light of the Supreme Court decision above quoted.

The proclamation declaring these revised rules statutory tells the whole story, and the following extracts are sufficient:

And whereas the admiralty and board of trade have jointly recommended to Her Majesty that the regulations contained in the order in council * * * shall be annulled, and that there shall be substituted * * * the new regulations; and, whereas, it has been made to appear to Her Majesty that the governments of the several foreign countries mentioned * * * are respectively willing that the regulations * * * shall apply to ships of the said countries, respectively, whether within British jurisdiction or not; now, therefore, * * *

Here we see a distinct acknowledgment of the necessity of consulting foreign nations before changing rules which Great Britain itself had made. This proclamation declaring the new rules statutory was not made until the approval of sixteen of the principal commercial nations of the world had been obtained. Nothing could be more plainly implied. The rules of 1862 were first made statutory, and then submitted to foreign governments. Their successors were first submitted to foreign governments, and *after their approval had been obtained*, they were made statutory.

I now turn to the consideration of the actions of the United States Government with regard to rules for preventing collisions.

In 1838, Congress enacted a statute making it obligatory for all *steamers* to carry one or more signal lights at night. In 1842, the United States Navy Department adopted for the guidance of naval vessels the British steering and light rules which had been enacted that year. In 1849, Congress enacted a statute obliging all merchant vessels navigating the Northern and Western lakes to carry the lights prescribed by the Navy Department order above mentioned.

In 1852, Congress authorized the appointment of nine supervising inspectors, amongst whose duties it was specified—

That it shall be the duty of the supervising inspectors to establish such rules and regulations, to be observed by all such vessels (steamers navigating rivers only), in passing each other, as they shall from time to time deem necessary for safety.

In 1863 Congress enacted a law establishing "regulations for preventing collisions on the water," which regulations were in conformity with those submitted by the British Government for its approval. In that same year these regulations were established in conformity with the act of Congress as the guiding rules for naval vessels by General Order No. 34, issued by the Secretary of the Navy, which order has never been annulled or modified.

In 1865 the statutes with regard to supervising inspectors were so amended as to empower them to make steering and light regulations for all American vessels.

In 1874 the United States Statutes at Large were revised and compiled under the title of "The Revised Statutes of the United States." In this compilation the regulations for preventing collisions were amended and appeared as section 4233.

In 1878 the British Government submitted for the approval of the United States a set of amended regulations for preventing collisions at sea. These regulations were approved by the Treasury Department for the United States Government, and the British Government was notified of this approval, and partially in consequence of this approval the British Government made them statutory.

In 1879, a bill was submitted to the consideration of the committee on Commerce of Congress proposing certain amendments to section 4233 of the Revised Statutes. This bill is still under the consideration of the committee.

These having been the actions of the United States Government, it remains to examine the effects produced by them. Previous to the year 1863, all these actions were strictly within the province of municipal law. In that year Great Britain submitted her rules with the avowed intention of attempting to establish an international maritime law. (See appendix B.) These rules were approved by the Navy Department for the government, and in accordance with its suggestions, the rules, so amended as to extend their force to United States inland waters, were made statutory. In suggesting these amendments directly to Congress, the examining officers encroached upon the specific duties of the supervising inspectors, who, as shown above, made regulations for inland waters. They furthermore failed to comprehend the strictly international signification of the rules in recommending them for inland waters, although it was plainly evident that in certain places local regulations might be necessary which would interfere, if not conflict, with the rules for the sea. This point was even made by the British Government in subsequent correspondence. (See appendix F.) No notice, however, was taken of it, and the British Government, in a circular shortly afterward issued to all governments, naming those powers who had approved the regulations, mentions the United States in the list, as follows:

United States sea-going ships.
United States inland waters.

Our government being the only one in which inland waters are mentioned. In 1865 the Board of Supervising Inspectors, in conformity with the powers delegated to it by Congress, made certain pilot rules for lake and seaboard, and "pilot rules for Western rivers." The neces-

sity for these rules is unquestionable, and in framing them it was necessary to depart in many particulars from the precepts of the general rules which had become international. The making of such rules did not imply any violation of the international rules, but no information of their enactment was given to foreign countries. Thus an act of discourtesy to all nations was done by the United States in leaving them to believe that the general rules applied still to our inland waters. Although naval vessels are constantly patrolling our lakes, seaboard, and Western rivers, no notification of the enactment of these rules appears to have ever been given to the Navy Department. This notification was a matter of prime necessity, as since naval vessels are by statute exempted from the control of such municipal laws, the Navy Department should have been notified in order that proper and conforming regulations could be issued for its guidance.

In 1874 the regulations were inserted as section 4233 of the Revised Statutes, the wording having been amended. As long as the intent of the international rules remained unchanged and intact, the right to amend the wording was indisputable. But whatever power the government may possess, it had not the right to in any way impair the signification of the international rules (vide Supreme Court opinion above quoted). The wording of section 4233 is changed in many places. Omitting all changes that do not modify the intent, attention is called to the following points. In the second clause of the first article or rule the following difference of reading occurs:

International rule: "And every steamship which is under steam, whether under sail or not, is to be considered a *ship under steam*."

Statute rule: "And every steam-vessel, which is under steam, whether under sail or not, shall be considered a *steam-vessel*."

By this change, it is claimed that the sense of the law is mutilated if not perverted; for, by referring to the opening words of rules 18 and 19 we find, "If two vessels under steam are" The question arises, what constitutes a vessel under steam? This point is specifically answered in the international rule. It is not even referred to in the Statute, and by the latter the claim may be set up that a vessel under *steam* and *sail* is not to be considered a vessel under steam. To landsmen this may appear a quibble, but it is by no means the case. A steam-vessel, having the wind in her favor, may set all her sails and use only so much of her steam power as will overcome the resistance of the propeller to the water, in order to economize fuel. In this condition she is under steam and sail, but her steam power is not sufficient to control her movements. This is a condition in which naval vessels of all nations are very commonly placed, and merchant-vessels frequently; and it is seen at a glance that in case of collision this question would certainly arise, and could only be decided by referring to the intent of the statute as expressed in the original rule.

It is objected to the statutory reading that it is in no sense a definition, as it reduces itself to defining a steam-vessel as being a steam-vessel when under steam.

Article 20 of the international rules reads as follows:

Nothing in these rules shall exonerate any ship, or the owner or master or crew thereof, from the consequences of any neglect to carry lights or signals, or of any neglect to keep a proper lookout or of the neglect of any precaution which may be required by the ordinary practice of seamen or by the special circumstances of the case.

This article is of such importance that its precepts are found repeatedly quoted in admiralty opinions, yet it is entirely omitted from the statutes.

Rule 14 of the Revised Statutes reads as follows:

The exhibition of any light on board of a vessel of war of the United States may be suspended whenever in the opinion of the Secretary of the Navy the commander in chief of a squadron, or the commander of a vessel acting singly, the special circumstances of the service may require it.

This is a complete precept affecting all the international light rules, but it is neither expressed nor implied in the original rules, nor does it appear in the latest authorized Regulations of the Navy, although of application to naval vessels only. More than this, the rule itself is in direct violation of the principles of international law.

No matter what rights naval vessels may claim during war time within the jurisdiction of the United States, they cannot jeopardize neutral life and property on the high seas. A defense founded on this rule in any foreign court or in courts of arbitration would not stand an instant.

The rules being originally intended to form an integral part of international maritime law, and as such having received the approval of the United States in common with the rest of the commercial world, it became not only a point of national honor, but one of necessity, in order to guard them against mischievous legislation, that they should of themselves form a single section of the statutes, from which all strictly municipal regulations should have been carefully excluded.

By reference to section 4233, it will be found that Rules VI, VII, and XII are regulations neither mentioned nor contemplated in the original rules. They are now and by their nature must always be municipal regulations, and however absolute the necessity for their existence may be, they are out of place in the midst of international rules. The rules for preventing collisions having become *de facto* an integral part of international maritime law before the Revised Statutes were compiled, the above-mentioned examples clearly show that in approving section 4233 the United States Government did violence to the laws of the sea.

It has been stated that in 1872 the British Government submitted revised rules for the approval of the United States, and that the approval was given by the Treasury Department for the government. In so far as the merchant marine was concerned, this approval was perfectly regular, *provided* that such approval originated with the Board of Supervising Inspectors, in whom lies the power delegated by Congress to make regulations of this nature for the merchant marine.

That the approval did so originate is doubted.

There was no authority, however, for the Treasury Department to examine and approve these rules for the Navy. That an examination by the Navy Department was necessary is plainly evident from the fact that one of the new rules affects naval vessels especially. Leaving this special case, however, out of consideration, the fact remains that we have squadrons of naval vessels constantly cruising on the high seas and in foreign waters, which must be guided by the law of the sea; therefore the controlling authority of these vessels should certainly be consulted with regard to amendments in the law which affect these vessels. Our manner of legislation upon this subject being thus proved faulty and injurious, the questions arise, To whom is the fault attributable? And how may it be remedied? The responsibility lies directly with Congress, but in a matter of this kind Congress alone is not competent to judge of the technicalities, and must call to its assistance authorities on marine affairs. The fault originally must be placed at the doors of the Navy Department, whose officers, in 1863, having in their possession a knowledge of the methods adopted by Great Britain in framing the rules, approved of them arbitrarily for both the Navy and merchant marine.

Had it not been during a time of war, when our sea-going commerce was almost totally destroyed, and when all such matters were naturally referred to the Navy Department, this general approval would not have escaped protest by the Treasury Department, and proper means for approving the rules would have been used.

Since amended rules have now been approved and legislated upon by fifteen of the principal maritime nations of the world, the present seems to be the proper time to remedy former faults and to aid instead of obstruct the development of international law.

In seeking the remedy it is not out of place to refer to the actions of the British Parliament under similar circumstances. We find that invariably when it became necessary to legislate upon collision rules committees were formed as parliamentary advisers, in which the whole British marine was represented. First it was the British admiralty alone; then the admiralty and Trinity House; then the admiralty, the Trinity House, and the board of trade; and finally, when the rules become international, the marine authorities of the entire commercial world.

In the United States we have no national board of trade or national pilot control. The Board of Supervising Inspectors, in a manner, possess the authority in regard to steering and light rules that is vested in Great Britain in the board of trade and Trinity House. It would seem that in appointing an advisory board, to properly examine the amended rules, a difficulty would arise in providing a fair and competent representation for the merchant marine, for the reason that although the power to make regulations with regard to lights and pilotage is vested in the Board of Supervising Inspectors, the members of that board are not necessarily experts in general maritime affairs. The special function of the members of this board is the examination of marine boilers; and although the general control of pilotage matters is in their hands, the more immediate practical control is vested in local pilot commissioners.

The approval of the new rules by the Treasury Department having been improper, I would respectfully suggest that a re-examination of them be ordered by Congress, to be made by a committee representing the whole marine. A committee composed of the following members would, I think, meet the requirements:

Two naval officers: To represent the Navy.

Two supervising inspectors: To represent the merchant marine.

One revenue officer: To represent the revenue marine and act as adviser to the inspectors.

One pilot commissioner: Chosen from among the pilot commissioners of one of our large seaports, to represent pilot interests, and act as adviser to the inspectors.

One naval officer: To represent the interests of international maritime law exclusively.

In this manner there would be three members chosen directly from the Navy Department, three from the Treasury Department, and one from a local control; all branches of marine interest would be properly represented, and matters of international import would be properly guarded.

I respectfully call attention to the fact that the United States Government is already committed to an approval of the new rules, and, as they have at this time become a part of international law, the government is bound to act in accordance with all the precepts therein stated. The functions of the examining board would be confined to making such

amendments of the wording as may seem proper and necessary. They are at liberty to enlarge the precepts but not to curtail them.

I respectfully recommend that whatever rules be approved by this committee should be approved by the Navy and Treasury Departments before being submitted to Congress, and, after being made statutory, they should be brought to the notice of all foreign maritime nations who have already approved the amended British rules.

Very respectfully,

R. W. THOMPSON,
Secretary of the Navy.

HON. SAMUEL J. RANDALL,
Speaker of the House of Representatives.

[Inclosures accompanying communication of Secretary of the Navy, January 22, 1863.]

A.

Letter from Secretary of State to Secretary of the Navy.

DEPARTMENT OF STATE,
Washington, January 13, 1863.

SIR: I have the honor to invite your attention to the inclosed copy of a communication of the 10th instant from Lord Lyons, relative to regulations for preventing collisions at sea, and will thank you to cause them to be examined by an intelligent officer or officers, and the result communicated to this department. A similar communication has also been received at this department from the French legation.

I am, sir, &c.,

W. H. SEWARD.

HON. GIDEON WELLES,
Secretary of the Navy.

B.

Letter from Lord Lyons to the Secretary of State.

WASHINGTON, January 10, 1863.

SIR: I have received the orders of my government to address to you the following communication:

The great increase which has lately taken place in the number of ships employed upon the ocean, the changes which are being made in the build and character of those ships, and more especially the introduction and rapid extension of steam navigation, have for some time made it necessary to alter and amend the rules and practice formerly observed for the purpose of preventing collisions at sea. Certain improvements have consequently been made from time to time, both in the description of lights and signals to be used by vessels at night, and also in the rules to be observed by vessels when approaching one another. Some of these alterations, those, for example, which relate to green and red side-lights, have already been adopted by most maritime nations, but even in these cases the adoption of the new system by each nation has hitherto only had the effect of a municipal law, whilst in other cases the rules and practice adopted by different nations are inconsistent and conflicting. That the law and practice of all the maritime nations of the world concerning the precautions to be observed for preventing collisions at sea should be adapted to the exigencies of modern navigation; that they should be consistent and uniform, without distinction of flag or of place; and that they should have the force of international maritime law, are objects the importance of which it is unnecessary to urge. Under these circumstances the Governments of Great Britain and France have prepared a set of rules which will, they believe, if adopted by the maritime nations of the world, fulfill the objects above mentioned. The rules are to come into force on the 1st day of June, 1863. They will from that date govern British and French ships, and will be capable of being enforced with regard to such ships in the courts of either country. To complete the work thus begun, it is necessary to procure the concurrence of other nations; and for this purpose I am charged by Her Majesty's Government to communicate to you the inclosed copy of the above-mentioned rules, and to express the hope that the Government of

the United States may see fit to apply them to its own ships, and to signify to Her Majesty's Government its desire that such ships may in any questions that may arise in British courts of law be treated accordingly. Her Majesty's Government are the more ready to believe that this course will be willingly acceded to, since the rules in question have been so framed as to adhere as closely as the wants of modern navigation will permit to the established practice of the sea. I have only to add that a communication similar to the present will be addressed on the part of the British and French Governments to the governments of every maritime nation, in the hope that the rules in question may thus be universally adopted, and that they may become an integral part of the international law of the world.

I have the honor, &c.,

LYONS.

HON. WM. H. SEWARD,
Secretary of State.

C.

Inclosures written on the back of the above letter.

I have examined these rules and approve them as a general system. But in time of war, belligerents would or would not adopt them at discretion, according to circumstances. They should apply to vessels on our western waters in whole or at least in part.

JOSEPH SMITH,
Rear-Admiral.

I have examined the within rules carefully, and in my judgment their adoption and enforcement by ourselves would tend materially to lessen chances of collision by our vessels. They are well drawn and certainly well calculated to subserve the purpose for which they are intended.

L. M. GOLDSBOROUGH,
Rear-Admiral, United States Navy.

I concur in the above.

C. H. DAVIS,
Commodore, United States Navy.

These rules are very nearly those which now govern the usage of the sea service, but they only apply to sea-going steamers. I think they should be alike applicable, and receive the force of law, to all steamers and vessels upon our inland waters also. So far as naval vessels are concerned, there are times when the commander must have the authority to suspend these rules entirely.

G. V. FOX,
Assistant Secretary.

D.

Letter from Secretary Wells to Secretary Seward.

NAVY DEPARTMENT, January 21, 1863.

SIR: Your letter of the 13th instant, inclosing the communication of Lord Lyons dated the 10th instant, addressed to yourself and containing the "regulations for preventing collisions at sea," to be adopted by the English and French governments on the 1st day of June, 1863, has been received and carefully examined. These regulations are approved by the department, and from the 1st of June next will be adopted for the naval service subject to temporary suspension or alteration by any naval commander according to the circumstances or exigencies under which they may be placed. I respectfully suggest that article 3d should be altered so as to read thus: "All steam-vessels when underway shall carry," and that "regulations for preventing collisions at sea" be altered so as to read "regulations for preventing collisions on the water." The object of these changes is to have one uniform rule on the water instead of confining the great usefulness of the regulations to the sea alone. For example, the great lakes and river St. Lawrence as well as the waters near our northwestern boundaries are used by ourselves and the vessels of the British in common, and it would seem desirable that invariable rules should govern the vessels of both nations. If the same necessity exists for harmony in the inland waters of Europe and Asia it is a

proper occasion to urge rules which shall be universal. The department will present these regulations altered as above suggested and ask Congress to adopt them for all classes of vessels, including those upon the inland waters of the United States as well as at sea.

I am, &c.,

Hon. WM. H. SEWARD,
Secretary of State.

GIDEON WELLS,
Secretary.

E.

Letter from Secretary Wells to the Committee on Commerce.

NAVY DEPARTMENT, January 23, 1863.

SIR: I have the honor to transmit herewith a copy of "Regulations for preventing collisions on the water." These regulations have been adopted by the great maritime nations of England and France, who have brought them to the attention of this government and asked its adoption of them. They will be put in force so far as those two nations are concerned on and after the 1st of June, 1863. The department has examined them carefully, and they meet with its approval. It proposes to adopt them in the naval service, and desires that Congress may give them legal force. It is equally important that a uniform system should prevail in the mercantile as well as in the naval service, and the department therefore deems it proper to bring the subject to the attention of the Committee on Commerce, and to suggest such action by Congress as will accomplish this object. I have taken the liberty of inclosing a draught of an act which would seem to cover the case. It is the intention of the British and French Governments to invite the attention of every maritime nation to these regulations in the hope that they may be universally adopted, and become an integral part of the international law of the world. Copies of the letter of the Secretary of State and of the communication addressed to him by Lord Lyons with which the regulations were transmitted to this department are herewith inclosed.

Respectfully, &c.,

GIDEON WELLS,
Secretary.

Hon. E. B. WASHBURN,
Chairman Committee on Commerce,
House of Representatives.

F.

Letter from Lord Lyons to Secretary of State.

WASHINGTON, May 1, 1863.

SIR: Her Majesty's Government have learned with much satisfaction from the note which you did me the honor to address to me on the 22d January last, that the Government of the United States approved the regulations for preventing collisions at sea which have been concerted between the Governments of Great Britain and France. With regard to the suggestion of the United States Secretary of the Navy, that the wording of the regulations should be modified so as to make them applicable to steam-vessels on lakes and rivers as well as to those on the sea, Her Majesty's Government find that it is not in their power to make the regulations applicable to all inland navigation, as there are rivers in the United Kingdom and probably in other parts of Europe in which special local regulations exist with which it would not be proper to interfere. The principal object which the Secretary of the Navy had in view would, however, be attained if the operation of the regulations should be extended to the inland lakes of North America and to the waters of the River St. Lawrence, and Her Majesty's Government have accordingly entered into communication with the Provincial Government of Canada for the purpose of ascertaining whether such an extension would be feasible.

I have the honor, &c.,

Hon. WM. H. SEWARD,
Secretary of State.

LYONS.

G.

The law of port helm.

The lords commissioners of the admiralty are furthermore pleased to direct that the recognized Trinity House rules, that all vessels should keep their course, are to be acted upon except where there is danger of collision, and in that case each vessel should invariably put her helm a port.

Regulations for preventing collisions on the water.

(General Order No. 34.)

NAVY DEPARTMENT, May 4, 1864.

The provisions of the following act "fixing certain rules and regulations for preventing collisions on the water," to take effect on the 1st day of September, 1864, are adopted for the naval service of the United States from this date. As most of the collisions occur from the non-observance of article sixteen, it is particularly enjoined upon commanding officers, in approaching another vessel, to slacken and stop in time to prevent the possibility of collision.

AN ACT fixing certain rules and regulations for preventing collisions on the water.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That from and after September one, eighteen hundred and sixty-four, the following rules and regulations for preventing collisions on the water be adopted in the Navy and the mercantile marine of the United States: *Provided*, That the exhibition of any light on board of a vessel of war of the United States may be suspended whenever, in the opinion of the Secretary of the Navy, the commander-in-chief of a squadron, or the commander of a vessel acting singly, the special character of the service may require it.

REGULATIONS FOR PREVENTING COLLISIONS (ON THE WATER ~~AT SEA~~).

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ART. 1. Preliminary.

Rules concerning lights.

2. Lights to be carried as follows:
3. Lights for steamships.
4. Lights for steam-tugs.
5. Lights for sailing-ships.
6. Exceptional lights for small sailing-vessels.
7. Lights for ships at anchor.
8. Lights for pilot-vessels.
9. Lights for fishing vessels and boats.

Rules concerning fog-signals.

10. Fog-signals.

Steering and sailing rules.

11. Two sailing-ships meeting.
12. Two sailing-ships crossing.
13. Two ships under steam meeting.
14. Two ships under steam crossing.
15. Sailing-ship and ship under steam.
16. Ships under steam to slacken speed.
17. Vessels overtaking other vessels.
18. Construction of Articles 12, 14, 15, and 17.
19. Provision to save special cases.
20. No ship under any circumstances to neglect proper precautions.

PRELIMINARY.

ART. 1. In the following rules, every steamship which is under sail, and not under steam, is to be considered a sailing-ship; and every steamship which is under steam, whether under sail or not, is to be considered a ship under steam.

RULES CONCERNING LIGHTS.

LIGHTS.

ART. 2. The lights mentioned in the following articles, and no others, shall be carried in all weathers between sunset and sunrise.

LIGHTS FOR STEAMSHIPS.

ART. 3. All steam-vessels ~~when under way~~, when under way, shall carry—
(a) At the foremast-head, a bright white light, so fixed as to show a uniform and unbroken light over an arc of the horizon of twenty points of the compass, so fixed as to throw the light ten points on each side of the ship, viz, from right ahead to two points abaft the beam on either side, and of such a character as to be visible on a dark night, with a clear atmosphere, at a distance of at least five miles.

(b) On the starboard side, a green light, so constructed as to show a uniform and unbroken light over an arc of the horizon of ten points of the compass, so fixed as to throw the light from right ahead to two points abaft the beam on the starboard side, and of such a character as to be visible on a dark night, with a clear atmosphere, at a distance of at least two miles.

(c) On the port side, a red light, so constructed as to show a uniform unbroken light over an arc of the horizon of ten points of the compass, so fixed as to throw the light from right ahead to two points abaft the beam on the port side, and of such a character as to be visible on a dark night, with a clear atmosphere, at a distance of at least two miles.

(d) The said green and red side lights shall be fitted with inboard screens, projecting at least three feet forward from the light, so as to prevent these lights from being seen across the bow.

LIGHTS FOR STEAM-TUGS.

ART. 4. Steamships, when towing other ships, shall carry two bright white mast-head lights vertically, in addition to their side lights, so as to distinguish them from other steamships. Each of these mast-head lights shall of the same construction and character as the mast-head lights which other steamships are required to carry.

LIGHTS FOR SAILING-SHIPS.

ART. 5. Sailing-ships under way, or being towed, shall carry the same lights as steamships under way, with the exception of the white mast-head lights, which they shall never carry.

EXCEPTIONAL LIGHTS FOR SMALL SAILING-VESSELS.

ART. 6. Whenever, as in the case of small vessels during bad weather, the green and red lights cannot be fixed, those lights shall be kept on deck, on the respective sides of the vessel, ready for instant exhibition, and shall, on the approach of or to other vessels, be exhibited on their respective sides in sufficient time to prevent collision, in such manner as to make them most visible, and so that the green light shall not be seen on the port side, nor the red light on the starboard side.

To make the use of these portable lights more certain and easy, they shall each be painted outside with the color of the light they respectively contain, and shall be provided with suitable screens.

LIGHTS FOR SHIPS AT ANCHOR.

ART. 7. Ships, whether steamships or sailing-ships, when at anchor in roadsteads or fairways, shall, between sunset and sunrise, exhibit where it can best be seen, but at a height not exceeding twenty feet above the hull, a white light in a globular lantern of eight inches in diameter, and so constructed as to show a clear, uniform, and unbroken light visible all around the horizon, and at a distance of at least one mile.

LIGHTS FOR PILOT-VESSELS.

ART. 8. Sailing pilot-vessels shall not carry the lights required for other sailing-vessels but shall carry a white light at the mast-head, visible all around the horizon, and shall also exhibit a flare-up light every fifteen minutes.

LIGHTS FOR FISHING VESSELS AND BOATS.

ART. 9. Open fishing-boats and other open boats shall not be required to carry side-lights required for other vessels; but shall, if they do not carry such lights, carry a lantern having a green slide on the one side and a red slide on the other side, and on the approach of or to other vessels, such lantern shall be exhibited in sufficient time to prevent collision, so that the green light shall not be seen on the port side, nor the red light on the starboard side. Fishing-vessels and open boats when at anchor, or attached to their nets and stationary, shall exhibit a bright white light. Fishing-vessels and open boats shall, however, not be prevented from using a flare-up in addition, if considered expedient.

RULES GOVERNING FOG-SIGNALS.

FOG-SIGNALS.

ART. 10. Whenever there is a fog, whether by day or night, the fog-signals described below shall be carried and used, and shall be sounded at least every five minutes, viz:

(a) Steamships under way shall use a steam-whistle, placed before the funnel, not less than eight feet from the deck.

(b) Sailing-ships under way shall use a fog-horn.

(c) Steamships and sailing-ships, when not under way, shall use a bell.

STEERING AND SAILING RULES.

TWO SAILING-SHIPS MEETING.

ART. 11. If two sailing-ships are meeting end on, or nearly end on, so as to involve risk of collision, the helms of both shall be put to port, so that each may pass on the port side of the other.

TWO SAILING-SHIPS CROSSING.

ART. 12. When two sailing-ships are crossing so as to involve risk of collision, then, if they have the wind on different sides, the ship with the wind on the port side shall keep out of the way of the ship with the wind on the starboard side, except in the case in which the ship with the wind on the port side is close-hauled, and the other ship free, in which case the latter ship shall keep out of the way. But if they have the wind on the same side, or if one of them has the wind aft, the ship which is to windward shall keep out of the way of the ship which is to leeward.

TWO SHIPS UNDER STEAM MEETING.

ART. 13. If two ships under steam are meeting end on, or nearly end on, so as to involve risk of collision, the helms of both shall be put to port, so that each may pass on the port side of the other.

TWO SHIPS UNDER STEAM CROSSING.

ART. 14. If two ships under steam are crossing, so as to involve risk of collision, the ship which has the other on her own starboard side shall keep out of the way of the other.

SAILING-SHIP AND SHIP UNDER STEAM.

ART. 15. If two ships, one of which is a sailing-ship, and the other a steamship, are proceeding in such directions as to involve risk of collision, the steamship shall keep out of the way of the sailing-ship.

SHIPS UNDER STEAM TO SLACKEN SPEED.

ART. 16. Every steamship when approaching another ship so as to involve risk of collision, shall slacken her speed, or, if necessary, stop and reverse; and every steamship shall, when in a fog, go at a moderate speed.

VESSELS OVERTAKING OTHER VESSELS.

ART. 17. Every vessel overtaking any other vessel shall keep out of the way of the said last-mentioned vessel.

CONSTRUCTION OF ARTICLES 12, 14, 15, AND 17.

ART. 18. Where, by the above rules, one of two ships is to keep out of the way, the other shall keep her course, subject to the qualifications contained in the following article:

PROVISO TO SAVE SPECIAL CASES.

ART. 19. In obeying and construing these rules due regard must be had to all dangers of navigation, and due regard must also be had to any special circumstances which may exist in any particular case rendering a departure from the above rules necessary in order to avoid immediate danger.

NO SHIP UNDER ANY CIRCUMSTANCES TO NEGLECT PROPER PRECAUTIONS.

ART. 20. Nothing in these rules shall exonerate any ship, or the owner or master, or crew thereof, from the consequences of any neglect to carry lights or signals, or of any neglect to keep a proper lookout, or of the neglect of any precaution which may be required by the ordinary practice of seamen, or by the special circumstances of the case.

Approved April 29, 1864.

Should a collision unfortunately take place, each commanding officer is required to furnish the department with the following information:

1st. His own report, that of the pilot, the officer of the deck, and other officers who witnessed the occurrence. These reports and statements are to be exemplified by a diagram, and must contain the courses steered, the point at which the vessel was first seen, the bearing, the time when the engine was slowed, when the vessel was stopped, whether in motion, and, if so, at what speed at the moment of collision, the direction of the wind, the condition of the weather and atmosphere, what lookouts were placed, what lights were exhibited by both vessels, whether either vessel deviated from the above rules and regulations, whether any blame can attach to anyone, and, if so, to whom, and any and all other facts bearing upon the subject.

2d. Written statements and estimate of damage from officers of the vessel with which the vessel of the United States Navy collided, if they can be obtained.

3d. Survey of the injury to both vessels by United States officers.

4th. If the vessel is in charge of a pilot, and the collision has occurred from his acting in violation of the above rules and regulations, the fact must be established in the report, and no pilotage paid to him.

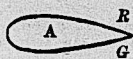
The following diagrams are designed to illustrate the use of the lights carried by vessels at sea as prescribed in the foregoing order, and the manner in which they indicate to each vessel the position and course of the other.

1. FIRST. When the *Red* and *Green* lights are both seen.—A sees a *red* and *green* light ahead; A knows that a vessel is approaching him on a course directly opposite to the one he is steering, as B:

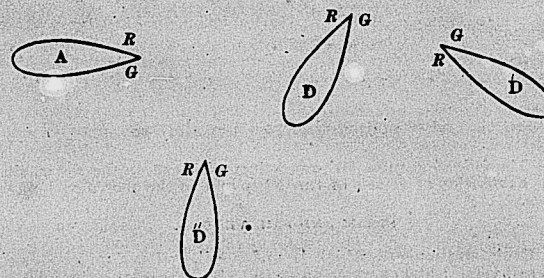


2. If A sees a *White mast-head light* above the *Red* and *Green* lights, he knows that the vessel B is a steamer. A should put his helm to port, and B, seeing the same lights, on board of A, should, by the same rule, put his helm to port also.

3. SECOND. When the *Red* light only is seen.—A sees a *Red* light ahead, or on the port bow; A knows that either, first, a vessel is approaching him on his port bow, as B,



or, second, a vessel is crossing his bows to port in some direction, as D D' D''.



4. If A sees a *White mast-head light* above the *Red* light, he knows that the vessel is a steamer, and is either approaching in the same direction as B, or is crossing to port in the same direction as D D' D''.

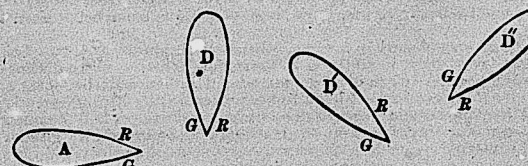
5. In the first position A sees B a little on the port bow; B's *red* light exposed, and, by the diagrams, B should see A's *red* light as well, in which case both vessels should put their helms to port.

6. In the second position A sees D on his starboard bow, and from the fact that he only sees D's *red* light, he knows that D must be steering in some direction as at D D' D''; at the same time D D' D'' will see A's *green* light on his port bow. In this case A having D clearly on his starboard bow, should put his helm to starboard to turn from D, and D having A clearly on his port bow, should put his helm to port to turn to starboard from A.

7. THIRD. When the *Green* light is seen, and the *Red* light is not seen.—A sees a *green* light ahead or on his bow; A knows that either, first, a vessel is approaching him on his starboard bow, as B,



or, second, a vessel is crossing his bow in some direction to starboard, as D D' D''.



8. If A sees a *White mast-head light* above the *Green* light, A knows that the vessel is a steamer, and is either approaching him in the same direction as B, or is crossing to starboard in some direction as D D' D''.

9. In the first position, A sees B on his starboard bow; B's *green* light exposed, and, by the diagram, B should see A's *green* light as well, in which case both vessels should put their helms to starboard.

10. In the second position, A sees D on his port bow, and from the fact that he only sees D's *green* light, he knows that D must be steering in some direction as D D' D''; at the same time D will see A's *red* light on his starboard bow. In this case, A having D clearly on his port bow, should put his helm to port to turn from D, and D having A clearly on his starboard bow, should put his helm to starboard to turn to port from A.

11. Steam-vessels discovering other vessels near them at night, should slow down, and, if need be, stop the engines until the exact position of both vessels is ascertained.

COLLISIONS—RULES OF THE SEA.

TITLE 48, CHAP. 5.

Sec. 4233. Rules for preventing collisions. Sec. 4234. Forfeiture of sailing-vessels for omission of lights.

Rules for preventing collisions.

SEC. 4233. The following rules for preventing collisions on the water, shall be followed in the navigation of vessels of the Navy and of the mercantile marine of the United States.

STEAM AND SAIL VESSELS.

Rule one. Every steam-vessel which is under sail, and not under steam, shall be considered a sail-vessel; and every steam-vessel which is under steam, whether under sail or not, shall be considered a steam-vessel.

LIGHTS.

Rule two. The lights mentioned in the following rules, and no others, shall be carried in all weathers, between sunset and sunrise.

Rule three. All ocean-going steamers, and steamers carrying sail, shall, when under way, carry—

(A) At the foremast head, a bright white light, of such a character as to be visible on a dark night, with a clear atmosphere, at a distance of at least five miles, and so constructed as to show a uniform and unbroken light over an arc of the horizon of twenty points of the compass, and so fixed as to throw the light ten points on each side of the vessel, namely, from right ahead to two points abaft the beam on either side.

(B) On the starboard side, a green light, of such a character as to be visible on a dark night, with a clear atmosphere, at a distance of at least two miles, and so constructed as to show a uniform and unbroken light over an arc of the horizon of ten points of the compass, and so fixed as to throw the light from right ahead to two points abaft the beam on the starboard side.

(C) On the port side, a red light, of such a character as to be visible on a dark night, with a clear atmosphere, at a distance of at least two miles, and so constructed as to show a uniform and unbroken light over an arc of the horizon of ten points of the compass, and so fixed as to throw the light from right ahead to two points abaft the beam on the port side.

The green and red lights shall be fitted with inboard screens, projecting at least three feet forward from the lights, so as to prevent them from being seen across the bow.

Rule four. Steam-vessels, when towing other vessels, shall carry two bright white mast-head lights vertically, in addition to their side-lights, so as to distinguish them from other steam-vessels. Each of these mast-head lights shall be of the same character and construction as the mast-head lights prescribed by Rule three.

Rule five. All steam-vessels, other than ocean-going steamers and steamers carrying sail, shall, when under way, carry on the starboard and port sides lights of the same character and construction and in the same position as are prescribed for side-lights by Rule three, except in the case provided in Rule six.

Rule six. River-steamers, navigating waters flowing into the Gulf of Mexico, and their tributaries, shall carry the following lights, namely: One red light on the outboard side of the port smoke-pipe, and one green light on the outboard side of the starboard smoke-pipe. Such lights shall show both forward and abeam on their respective sides.

Rule seven. All coasting steam-vessels, and steam-vessels other than ferry-boats and vessels otherwise expressly provided for, navigating the bays, lakes, rivers, and other inland waters of the United States, except those mentioned in Rule six, shall carry the red and green lights, as prescribed for ocean-going steamers; and, in addition thereto, a central range of two white lights; the after-light being carried at an elevation of at least fifteen feet above the light at the head of the vessel. The head-light shall be so constructed as to show a good light through twenty points of the compass, namely: from right ahead to two points abaft the beam on either side of the vessel; and the after-light so as to show all around the horizon. The lights for ferry-boats shall be regulated by such rules as the board of supervising inspectors of steam-vessels shall prescribe.

Rule eight. Sail-vessels, under way or being towed, shall carry the same lights as

steam-vessels under way, with the exception of the white mast-head lights, which they shall never carry.

Rule nine. Whenever, as in case of small vessels during bad weather, the green and red lights cannot be fixed, these lights shall be kept on deck, on their respective sides of the vessel, ready for instant exhibition, and shall, on the approach of or to other vessels, be exhibited on their respective sides in sufficient time to prevent collision, in such manner as to make them most visible, and so that the green light shall not be seen on the port side, nor the red light on the starboard side. To make the use of these portable lights more certain and easy, they shall each be painted outside with the color of the light they respectively contain, and shall be provided with suitable screens.

Rule ten. All vessels, whether steam-vessels or sail-vessels, when at anchor in roadsteads or fairways, shall, between sunset and sunrise, exhibit where it can best be seen, but at a height not exceeding twenty feet above the hull, a white light in a globular lantern of eight inches in diameter, and so constructed as to show a clear, uniform, and unbroken light, visible all around the horizon, and at a distance of at least one mile.

Rule eleven. Sailing pilot-vessels shall not carry the lights required for other sailing-vessels, but shall carry a white light at the mast-head, visible all around the horizon, and shall also exhibit a flare-up light every fifteen minutes.

Rule twelve. Coal-boats, trading-boats, produce-boats, canal-boats, oyster-boats, fishing-boats, rafts, or other water-craft, navigating any bay, harbor, or river, by hand-power, horse-power, sail, or by the current of the river, or which shall be anchored or moored in or near the channel or fair way of any bay, harbor, or river, shall carry one or more good white lights, which shall be placed in such manner as shall be prescribed by the board of supervising inspectors of steam-vessels.

Rule thirteen. Open boats shall not be required to carry the side-lights required for other vessels, but shall, if they do not carry such lights, carry a lantern having a green slide on one side, and a red slide on the other side; and on the approach of or to other vessels, such lantern shall be exhibited in sufficient time to prevent collision, and in such a manner that the green light shall not be seen on the port side, nor the red light on the starboard side. Open boats, when at anchor or stationary, shall exhibit a bright white light. They shall not, however, be prevented from using a flare-up, in addition, if considered expedient.

Rule fourteen. The exhibition of any light on board of a vessel of war of the United States may be suspended whenever, in the opinion of the Secretary of the Navy, the commander-in-chief of a squadron, or the commander of a vessel acting singly, the special character of the service may require it.

FOG-SIGNALS.

Rule fifteen. Whenever there is a fog, or thick weather, whether by day or night, fog-signals shall be used as follows:

(A) Steam-vessels under way shall sound a steam-whistle placed before the funnel, not less than eight feet from the deck, at intervals of not more than one minute.

(B) Sail-vessels under way shall sound a fog-horn at intervals of not less than five minutes.

(C) Steam-vessels and sail-vessels, when not under way, shall sound a bell at intervals of not more than five minutes.

(D) Coal-boats, trading-boats, produce-boats, canal-boats, oyster-boats, fishing-boats, rafts, or other water-craft, navigating any bay, harbor, or river, by hand-power, horse-power, sail, or by the current of the river, or anchored or moored in or near the channel or fairway of any bay, harbor, or river, and not in any port, shall sound a fog-horn, or equivalent signal, which shall make a sound equal to a steam-whistle, at intervals of not more than two minutes.

STEERING AND SAILING RULES.

Rule sixteen. If two sail-vessels are meeting end on, or nearly end on, so as to involve risk of collision, the helms of both shall be put to port, so that each may pass on the port side of the other.

Rule seventeen. When two sail-vessels are crossing so as to involve risk of collision, then, if they have the wind on different sides, the vessel with the wind on the port side shall keep out of the way of the vessel with the wind on the starboard side, except in the case in which the vessel with the wind on the port side is close-hauled, and the other vessel free, in which case the latter vessel shall keep out of the way. But if they have the wind on the same side, or if one of them has the wind aft, the vessel which is to windward shall keep out of the way of the vessel which is to leeward.

Rule eighteen. If two vessels under steam are meeting end on, or nearly end on, so

as to involve risk of collision, the helms of both shall be put to port, so that each may pass on the port side of the other.

Rule nineteen. If two vessels under steam are crossing so as to involve risk of collision, the vessel which has the other on her own starboard side shall keep out of the way of the other.

Rule twenty. If two vessels, one of which is a sail-vessel and the other a steam-vessel, are proceeding in such directions as to involve risk of collision, the steam-vessel shall keep out of the way of the sail-vessel.

Rule twenty-one. Every steam-vessel, when approaching another vessel, so as to involve risk of collision, shall slacken her speed, or, if necessary, stop and reverse; and every steam-vessel shall, when in a fog, go at a moderate speed.

Rule twenty-two. Every vessel overtaking any other vessel shall keep out of the way of the last-mentioned vessel.

Rule twenty-three. Where, by Rules seventeen, nineteen, twenty, and twenty-two, one of two vessels shall keep out of the way, the other shall keep her course, subject to the qualifications of Rule twenty-four.

Rule twenty-four. In construing and obeying these rules, due regard must be had to all dangers of navigation, and to any special circumstances which may exist in any particular case rendering a departure from them necessary in order to avoid immediate danger.

Forfeiture of sailing-vessels for omission of lights.

SEC. 4234. Collectors or other chief officers of the customs shall require all sail-vessels to be furnished with proper signal-lights, and every such vessel shall, on the approach of any steam-vessel during the night time, show a lighted torch upon that point or quarter to which such steam-vessel shall be approaching. Every such vessel that shall be navigated without complying with the provisions of this and the preceding section shall be liable to a penalty of two hundred dollars, one-half to go to the informer, for which sum the vessel so navigated shall be liable, and may be seized and proceeded against by way of libel in any district court of the United States having jurisdiction of the offense.

PILOT RULES FOR LAKE AND SEABOARD.

Rules and regulations for the government of pilots navigating seas, gulfs, lakes, bays, sounds, or rivers, except rivers flowing into the Gulf of Mexico, and their tributaries. Revised and adopted by the Board of Supervising Inspectors June 10, 1871, as authorized by act of Congress to provide for the better security of life on board of vessels propelled in whole or in part by steam, and for other purposes, approved February 28, 1871, to take effect January 1, 1872. (Amended January, 1875.)

RULE I.—When steamers are approaching each other "head and head," or nearly so, it shall be the duty of each steamer to pass to the right, or on the port side of the other; and the pilot of either steamer may be first in determining to pursue this course, and thereupon shall give, as a signal of his intention, one short and distinct blast of his steam-whistle, which the pilot of the other steamer shall answer promptly by a similar blast of his steam-whistle, and thereupon such steamers shall pass to the right, or on the port side of each other. But if the course of such steamers is so far on the starboard of each other as not to be considered by the pilots as meeting "head and head," or nearly so, or if the vessels are approaching each other in such a manner that passing to the right (as above directed) is deemed unsafe by the pilot of either vessel, the pilot so first deciding shall immediately give two short and distinct blasts of his steam-whistle, which the pilot of the other steamer shall answer promptly by two similar blasts of his steam-whistle, and they shall pass to the left, or on the starboard side of each other.

NOTE.—In the night, steamers will be considered meeting "head and head" so long as both the colored lights of each are in view of the other. In the day, a similar position will also be considered "head and head."

RULE II.—When steamers are approaching each other in an oblique direction (as shown in diagram of the fifth situation), they shall pass to the right of each other, as if meeting "head and head," or nearly so, and the signals by whistle shall be given and answered promptly, as in that case specified.

RULE III.—If, when steamers are approaching each other, the pilot of either vessel fails to understand the course or intention of the other, whether from the signals being given or answered erroneously, or from other causes, the pilot so in doubt shall immediately signify the same by giving several short and rapid blasts of the steam-whistle; and if the vessel shall have approached within half a mile of each other,

both shall be immediately slowed to a speed barely sufficient for steerage-way, until the proper signals are given, answered, and understood, or until the vessels shall have passed each other.

RULE IV.—When steamers are running in a fog or thick weather, it shall be the duty of the pilot to cause a long blast of the steam-whistle to be sounded, at intervals not exceeding one minute, and no steamer shall, in any case, be justified in coming in collision with another vessel if it be possible to avoid it.

RULE V.—Whenever a steamer is nearing a short bend or curve in the channel, where, from the height of the banks or other cause, a steamer approaching from the opposite direction cannot be seen for a distance of half a mile, the pilot of such steamer, when he shall have arrived within half a mile of such curve or bend, shall give a signal by one long blast of the steam-whistle, which signal shall be answered by a similar blast, given by the pilot of any approaching steamer that may be within hearing.

Should such signal be so answered by a steamer upon the farther side of such bend, then the usual signals for meeting and passing shall immediately be given and answered; but if the first alarm-signal of such pilot be not answered, he is to consider the channel clear and govern himself accordingly.

RULE VI.—The signals, by blowing of the steam-whistle, shall be given and answered by pilots in compliance with these rules not only when meeting "head and head," or nearly so, but at all times when passing or meeting at a distance within half a mile of each other, and whether passing to the starboard or port.

N. B.—The foregoing rules are to be complied with in all cases, except when steamers are navigating in a crowded channel, or in the vicinity of wharves; under such circumstances steamers must be run and managed with great caution, sounding the whistle, as may be necessary, to guard against collision or other accidents.

RULE VII.—All steamers rigged for carrying sail, when under way, must carry a bright white light at the foremast head, and all other steamers must carry a bright white light on the stem or near the bow, and another on a mast near the stern, or on the flagstaff at the stern, the last named being at an elevation of at least twenty feet above all other lights upon the steamer. All steamers must carry a green light upon the starboard side and a red light on the port side.

NOTE.—Steamers, although rigged for carrying sail, instead of the foremast head-light, may adopt the forward and stern lights provided for steamers not rigged for carrying sail, provided said lights are so arranged and placed on the vessel as to secure the contemplated objects.

When at anchor, a bright white light shall be exhibited at least twenty feet above the surface of the water, the lantern so constructed and placed as to show a good light all around the horizon.

RULE VIII.—That when two steamers are approaching the narrows known as "Hell-gate," on the East River, at New York, side by side, or nearly so, running in the same direction, the steamer on the right or starboard hand of the other (when approaching from the west), when they shall have arrived abreast of the north end of Blackwell's Island, shall have the right of way, and the steamer on the left or port side of the other shall check her way and drop astern. In like case, when two steamers are approaching from the east, and are abreast of Negro Point, the steamer on the right or starboard hand of the other shall have the right of way, and shall proceed on her course without interference, and the steamer on the port side of the other shall keep at a safe distance astern (not less than three lengths) until both steamers have passed through the difficult channel.

RULE IX.—Steam-vessels, when towing other vessels, shall carry two bright white mast-head lights vertically, in addition to their side lights, so as to distinguish them from other steam-vessels. Each of these mast-head lights shall be of the same construction and character as the mast-head lights which other steam-vessels are required to carry; and in addition to the lights herein referred to, when engaged in towing canal boats and barges, or both, as is customary on the Hudson and other rivers, white lights shall also be carried on the extreme outside of the tow on either hand, and also on the extreme afterpart of the same.

RULE X.—When steamers are running in a fog or thick weather, and the pilot elects to lay by, or, as it is usual to say, drift, or if at anchor, with steam up, in the fairway of other steamers, it shall be the duty of the pilot to cause three distinct blasts of the steam-whistle to be sounded at intervals not exceeding three minutes: *Provided, however, That nothing herein shall be construed to, in any way, conflict with Rule IV, regulating fog-signals, when under way.*

NOTE.—The object of this rule is to give timely notice to approaching steamers that the steamer giving such signal is lying still or at anchor, as the case may be, in thick weather.

1. The mast-head light of steamers rigged for carrying sail to be visible at a distance of at least five miles on a clear, dark night, and the lantern to be so constructed as to show a uniform and unbroken light over an arc of the horizon of twenty points of the compass, viz, from right ahead to two points abaft the beam on either side of the ship.

2. The stem and stern lights of steamers not rigged for carrying sail to be visible at a distance of at least five miles on a clear, dark night, and the respective lanterns to be so constructed that the stem-light shall show a uniform and unbroken light over an arc of the horizon of twenty points of the compass, viz, from right ahead to two points abaft the beam on either side of the ship, and that the stern-light shall show a uniform light all around the horizon.

3. The colored side-lights to be visible at a distance of at least two miles on a clear, dark night, and the lanterns to be so constructed as to show a uniform and unbroken light over an arc of the horizon of ten points of the compass, viz. from right ahead to two points abaft the beam on their respective sides.

4. The side-lights are to be fitted with inboard screens of at least three feet in length (clear of the lantern), to prevent them from being seen across the bow, the screens to be placed in a fore-and-aft line with the inner edge of the side-lights, and in contact therewith.

NOTE 1st.—The object of carrying the bright white light at the foremast-head of steamers rigged for carrying sail is merely to intimate to other vessels the approach or presence of such steamers.

NOTE 2d.—The object of the colored lights required to be carried on all steamers is to indicate to other vessels the course or direction such steamer may be steering.

NOTE 3d.—The object of requiring steamers not rigged for carrying sail to carry a white stern-light in connection with a white light on the stem or near the bow, is to provide (when the vessel's rig will admit of it), by a central range of lights, a method of determining more correctly the course that such vessel is steering.

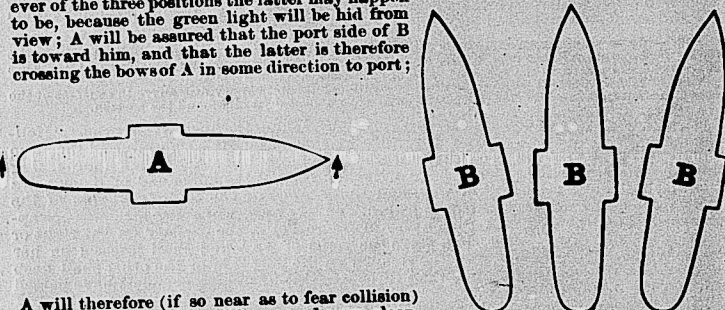
RULE XI.—When steamers are running in the same direction, and the pilot of the steamer which is astern shall desire to pass on the right or starboard hand of the steamer ahead, he shall give one short blast of the steam-whistle as a signal of such desire and intention, and shall put his helm to port; and the pilot of the steamer ahead shall answer by the same signal, or, if he prefer to keep on his course, he shall make the necessary signals, and the boat wishing to pass must govern herself accordingly, but the boat ahead shall in no case attempt to cross her bow or crowd upon her course.

DIAGRAMS.

The following diagrams are intended to illustrate the working of the foregoing system of colored lights, and are to be used by pilots, in connection with the rules as sailing directions on meeting or nearing other steamers:

First situation.

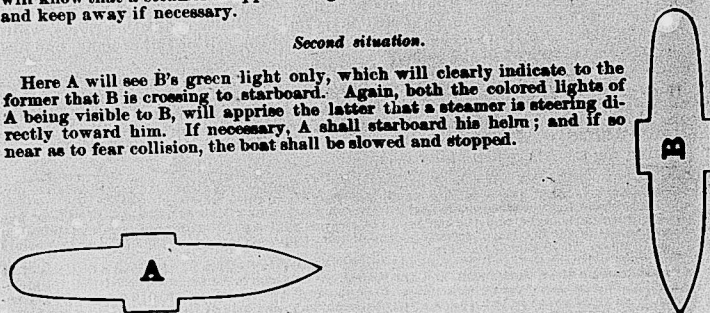
In this situation the steamer A will only see the red light of the steamer B, in which-ever of the three positions the latter may happen to be, because the green light will be hid from view; A will be assured that the port side of B is toward him, and that the latter is therefore crossing the bows of A in some direction to port;



A will therefore (if so near as to fear collision) port his helm with confidence and pass clear. On the other hand, the steamer B, in either of the three positions, will see both the red and green lights of A, by which the former will know that a steamer is approaching directly toward him; B will act accordingly, and keep away if necessary.

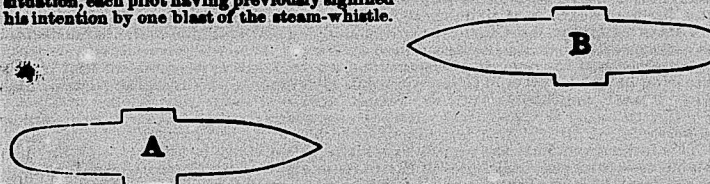
Second situation.

Here A will see B's green light only, which will clearly indicate to the former that B is crossing to starboard. Again, both the colored lights of A being visible to B, will apprise the latter that a steamer is steering directly toward him. If necessary, A shall starboard his helm; and if so near as to fear collision, the boat shall be slowed and stopped.



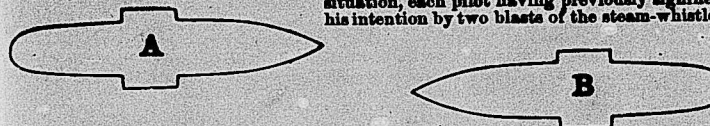
Third situation.

A and B will see each other's red light only, the screens preventing the green lights from being seen. Both vessels are evidently passing to port, which is ruleable in this situation, each pilot having previously signified his intention by one blast of the steam-whistle.



Fourth situation.

Here the green light only will be visible to each, the screens preventing the red light from being seen. They are, therefore, passing to starboard, which is ruleable in this situation, each pilot having previously signified his intention by two blasts of the steam-whistle.



Fifth situation.

This is a situation requiring great caution; the red light of B in view to A, and the green light of A in view to B, will inform both that they are approaching each other in an oblique direction. A should put his helm to port, according to the standing rule mentioned in the next or sixth situation, and pass astern of B, while B should continue on his course, or port his helm, if necessary, to avoid collision, each having previously given one blast of the steam-whistle, as required by the rule, when passing to the right.



Sixth situation.

Here the two colored lights, visible to each, will indicate their direct approach ("head and head") toward each other. In this situation it is a standing rule that both shall put their helms to port and pass to the right, each having previously given



one blast of the steam-whistle. But when for good reasons, in rivers and narrow and difficult channels, a pilot finds it necessary to deviate from the standing rule just stated, he shall give early notice of such intention to the pilot of the other steamer by giving two blasts of the steam-whistle, and the pilot of the other vessel shall

answer promptly with two blasts of his whistle, and both boats shall pass to the left, as shown in the fourth situation.

The manner of fixing the colored lights should be particularly attended to. They will require to be fitted each with a screen of wood or canvas, on the inboard side, and close to the light, in order to prevent both being seen at the same moment from any direction but that of right ahead.

This is important, for without the screen any plan of bow-lights would be ineffectual as a means of indicating the direction of steering. This will be readily understood by a reference to the preceding illustrations, where it will appear evident that in any situation in which two vessels may approach each other in the dark, the colored lights will instantly indicate to both the relative course of each—that is, each will know whether the other is approaching directly, or crossing the bows either to starboard or to port.

This intimation, with the signals by whistle as provided, is all that is required to enable vessels to pass each other in the darkest night with almost equal safety as in broad day. If at anchor, all vessels, without distinction, must exhibit a bright white light at least twenty feet above the surface of the water.

PILOT RULES FOR WESTERN RIVERS.

Rules and regulations for the government of pilots of steamers navigating the rivers flowing into the Gulf of Mexico, and their tributaries. Revised and adopted by the Board of Supervising Inspectors June 12, 1871, as authorized by act of Congress to provide for the better security of life on board of vessels propelled in whole or in part by steam, and for other purposes, approved February 28, 1871, to take effect January 1, 1872. (Amended January, 1875.)

RULE I.—When steamers are approaching each other, the signal for passing shall be one sound of the steam-whistle to keep to the right, and two sounds of the steam-whistle to keep to the left. These signals to be made first by the ascending steamer. If the dangers of navigation, darkness of the night, narrowness of the channel, or any other cause, render it necessary for the descending boat to take the other side, she can do so by making the necessary signals, and the ascending steamer must govern herself accordingly. These signals to be observed by all steamers, either day or night.

RULE II.—Should steamers be likely to pass near each other, and these signals should not be made and answered by the time such boats shall have arrived at the distance of eight hundred yards from each other, the engines of both boats shall be stopped; or should the signal be given and not properly understood, from any cause whatever, both boats shall be backed until their headway shall be fully checked, and the engines shall not be again started ahead until the proper signals are made, answered, and understood. Doubts or fears of misunderstanding signals shall be expressed by several short sounds of the whistle in quick succession.

RULE III.—When two boats are about to enter a narrow channel at the same time, the ascending boat shall be stopped below such channel until the descending boat shall have passed through it; but should two boats unavoidably meet in such a channel, then it shall be the duty of the pilot of the ascending boat to make the proper signals, and, when answered by the descending boat, to lie as close as possible to the side of the channel the exchange of signals may have determined, as allowed by Rule I, and either stop the engines or move them so as only to give the boat steerage-way, and the pilot of the descending boat shall cause his boat to be worked slowly until he has passed the ascending boat.

RULE IV.—When a steamer is ascending and running close on a bar or shore, the pilot shall in no case attempt to cross the river when a descending boat shall be so near that it would be possible for a collision to ensue therefrom.

RULE V.—No pilot of a descending steamer shall run down any island chute which is not the usual channel of the river, except such chutes as are designated by these rules, or may hereafter be designated to the Board of Supervising Inspectors.

RULE VI.—When any steamer, whether ascending or descending, is nearing a short bend or point where, from any cause, a steamer approaching in an opposite direction cannot be seen at a distance of six hundred yards, the pilot of such steamer, when he shall have arrived within six hundred yards of that bend or point, shall give a signal of one long sound of his steam-whistle as a notice to any steamer that may be approaching; and should there be any approaching steamer within hearing of such signal, it shall be the duty of the pilot thereof to answer such signal by one long sound of his steam-whistle, when both boats shall be navigated with the proper precautions, as required by preceding rules.

RULE VII.—When a steamer is running in a fog or thick weather, it shall be the duty of the pilot to sound his steam-whistle at intervals not exceeding one minute.

RULE VIII.—When steamers are running in the same direction, and the pilot of the boat which is astern shall desire to pass either side of the boat ahead, he shall give the signal as in Rule I, and the pilot of the boat ahead shall answer by the same signal; or if he prefer to keep on his course, he shall make the necessary signals, and the boat wishing to pass must govern herself accordingly; but the boat ahead shall in no case attempt to cross her bow or crowd upon her course.

RULE IX.—When boats are moving from their docks or berths, and other boats are liable to pass from any direction towards them, they shall give the same signal as in case of boats meeting at a bend; but immediately after clearing the berth so as to be fully in sight, they shall be governed by Rule II.

RULE X.—All barges, when towed by steamers and navigated between sunset and sunrise, shall have their signal-lights, as required by law, placed in a suitable manner on the starboard bow of the starboard barge and on the port bow of the port barge, which lights shall not be less than ten feet above the surface of the water.

RULE XI.—Steamers descending the Ohio and Mississippi Rivers, between Louisville, Kentucky, and New Orleans, Louisiana, shall not run down any island chute, either by day or night, except those herein or hereinafter designated, unless such chutes are the usual channel of the river.

RULE XII.—The following island chutes may be navigated by descending steamers on the Ohio River between Louisville, Kentucky, and Cairo, Illinois, when the river shall be sufficiently high for them to do so with safety, viz: Blue River Island, Diamond Island, Golconda Island, Sister Islands, Stewart's Island, and Cumberland Island, either by day or night, and Wabash Island chute by daylight only.

RULE XIII.—All steamers descending the Mississippi River between Cairo and New Orleans may, in daylight, run any chute which has sufficient water for the purpose, and is free from obstructions.

RULE XIV.—All steamers descending the Mississippi River between Cairo and New Orleans during the time between sunset and sunrise, must keep the main channel, except in times of high water.

RULE XV.—Ascending steamers are not prohibited from running any island chutes. **RULE XVI.**—Signal-lights for steamers under way are provided by law as follows, the same to be carried between sunset and sunrise:

For ocean steamers and steamers carrying sail, a bright white light at the foremast head, to throw the light through ten points of the compass on each side of the ship, viz, from right ahead to two points abaft the beam, and to be visible at least five miles. On the starboard side a green light, and on the port side a red light, each to throw the light through ten points of the compass on their respective sides, viz, from right ahead to two points abaft the beam, and to be visible at least two miles. These colored lights are to be fitted with inboard screens, projecting at least three feet forward from the light, to prevent them from being seen across the bow.

For steamers navigating waters flowing into the Gulf of Mexico, a red light on the outboard side of the port smoke-pipe, and a green light on the outboard side of the starboard smoke-pipe—these lights to show both forward and abeam on their respective sides.

For coasting steamers and those navigating bays, lakes, or other inland waters, other than ferry-boats and those above provided for, the red and green side-lights as prescribed for ocean steamers, and a central range of two white lights, the after light being carried at an elevation of at least fifteen feet above the light at the head of the vessel; the head-light to show through twenty points of the compass, viz, from right ahead to two points abaft the beam on either side of the vessel; and the after light to show all around the horizon.

For steamers towing other vessels, the colored lights will be the same as prescribed for ocean steamers; and two white mast-lights shall also be carried vertically, to distinguish them from other steamers; the white lights to show through twenty points of the compass, viz, from right ahead to two points abaft the beam on either side of the vessel; white lights shall also be placed on the extreme outside of the tow on either hand, and also on the extreme afterpart of the same.

RULE XVII.—A bright white light not exceeding twenty feet above the hull shall be exhibited by all steamers, when at anchor, between sunset and sunrise, in a globular lantern of eight inches in diameter, so placed as to throw a good light all around the horizon.

RULE XVIII.—Steam ferry-boats with two chimneys shall, in all cases, carry the same signal-lights as passenger steamers.

RULE XIX.—All other steamers, ferry or otherwise, having but one chimney, shall have brackets securely fastened to each side of the same, so as to carry the red and green lights the same as passenger steamers.

RULE XX.—When the license of a pilot is suspended or revoked he shall not act as steersman, or take part in the navigation of any steamer, during the time for which his license has been suspended or revoked.

RULE XXI.—The following points and bends in the Chattahoochee, Flint, and Apa-

lachicola Rivers, in the States of Florida and Georgia, are considered dangerous, and steamboats when navigating down stream must not make them "by the run."

Short's Roads, Munroe's, Francis, upper and lower, Grace's, Prospect Bluff, Fort Gaines, T. T. Smith, and Smith and King's Rocks, on the Chattahoochee; Horseshoe, upper and lower, on the Flint; Devil's Elbow, upper and lower, and Cold Shades, on the Apalachicola.

RULE XXII.—The line dividing jurisdiction between pilot rules on western rivers and lakes and seaboard at New Orleans shall be a line drawn directly across the river from Jackson monument in Jackson square.

RULES RECOMMENDING CERTAIN FOG-SIGNALS TO BE OBSERVED BY STEAMERS, SAILING-VESSELS, AND OTHER CRAFT.

Every steamer, when under way, shall use a steam-whistle. Sailing-vessels, and all other craft propelled by sails, shall use a fog-horn.

Whenever there is a fog, whether by day or night, the fog-signals described below shall be sounded.

Sailing-vessels, and every craft propelled by sails, upon the ocean, lakes, and rivers, shall, when on their starboard tack, sound one blast of their fog-horn; when on their port tack, they shall sound two blasts of their fog-horn; when with the wind free, or running large, they shall sound three blasts of their fog-horn; when lying-to or at anchor, they shall sound the bell. In each instance the above signals shall be sounded at intervals of not more than two minutes.

Sailing-vessels, when not under way, and anchored or moored in the channel or fairway of commerce, shall sound the bell signal at intervals of not more than two minutes; and all steamers navigating in a fog or thick weather shall, by the rules governing pilots, sound their steam-whistle at intervals of not more than one minute.

Sailing-vessels shall at all times, on the approach of any steamer during the night-time, show a lighted torch upon that point or quarter to which such steamer shall be approaching. And upon any craft navigating rivers without being in tow of a steamer, such as rafts, flat-boats, wood-boats, and other like craft, they shall sound a fog-horn at intervals of not more than two minutes.

It shall at all times be the duty of steamers to give to the sailing-vessel, or other craft propelled by sails, every advantage, and keep out of her way.

NEW RULES.

At the court at Osborne House, Isle of Wight, the 14th day of August, 1879. Present: the Queen's most excellent majesty in council.

Whereas, by "the merchant shipping act amendment act, 1863," it was enacted that on and after the 1st day of June, 1863, or such later day as might be fixed for the purpose by order in council, the regulations contained in the table marked C in the schedule to the said act should come into operation, and be of the same force as if they were enacted in the body of the said act; but that Her Majesty might from time to time, on the joint recommendation of the admiralty and the board of trade, by order in council, annul or modify any of the said regulations, or make new regulations in addition thereto or in substitution therefor; and that any alterations in or additions to such regulations made in manner aforesaid should be of the same force as the regulations in the said schedule;

And whereas, by the same act, it was further provided that whenever it should be made to appear to Her Majesty that the government of any foreign country was willing that the regulations for preventing collisions contained in Table C in the schedule to the said act, or such other regulations for preventing collisions as are for the time being in force under the said act, should apply to the ships of such country when beyond the limits of British jurisdiction, Her Majesty might, by order in council, direct that such regulations should apply to the ships of the said foreign country, whether within British jurisdiction or not; and it was further provided by the said act that whenever an order in council had been issued applying any regulation made by or in pursuance of the said act to the ships of any foreign country, such ships should, in all cases arising in any British court, be deemed to be subject to such regulation, and should, for the purpose of such regulation, be treated as if they were British ships;

And whereas, by an order in council made in pursuance of the said recited act, and dated the 9th day of January, 1863, Her Majesty was pleased to direct—first, that the regulations contained in the schedule to the said act should be modified by the substitution for such regulations of certain regulations appended to the said order; secondly, that the said regulations appended to the said order should, on and after the

1st day of June, 1863, apply to French ships, whether within British jurisdiction or not;

And whereas, by several orders in council subsequently made, Her Majesty was pleased to direct that the regulations appended to the said order of the 9th of January, 1863, should apply to ships of the countries specified in the said orders, whether within British jurisdiction or not;

And whereas, by order in council dated the 30th day of July, 1868, Her Majesty, on the joint recommendation of the admiralty and the board of trade, was pleased to make certain additions to the regulations appended to the said first-recited order in council, for the purpose of explaining Articles 11 and 13 of the said regulations, and of removing doubt and misapprehension concerning the effect of the said two articles;

And whereas the admiralty and the board of trade have jointly recommended to Her Majesty that the regulations contained in the order in council dated the 9th day of January, 1863, and the additions to the said regulations contained in the said order in council of the 30th day of July, 1868, shall be annulled from the 1st day of September, 1890, and that there shall be substituted for the said regulations and additions respectively the new regulations hereinafter set forth;

And whereas it has been made to appear to Her Majesty that the governments of the several foreign countries mentioned in the second schedule hereto are respectively willing that the regulations contained in the first schedule hereto shall apply to ships of the said countries respectively, whether within British jurisdiction or not:

Now, therefore, Her Majesty, by virtue of the powers vested in her by the said recited act, and by and with the advice of her privy council, is pleased to direct—

First, that on and after the 1st day September, 1890, the regulations, appended to the said order in council on the 9th day of January, 1863, and the additions to the said regulations contained in the said order in council of the 30th day of July, 1868, shall be annulled, and that there shall be substituted for the said regulations and additions respectively the new regulations contained in the first schedule hereto.

Second, that the said regulations contained in the said first schedule hereto shall, from and after the 1st day of September, 1890, apply to ships of the countries mentioned in the said second schedule hereto, whether within British jurisdiction or not.

C. L. PEEL.

FIRST SCHEDULE.

REGULATIONS FOR PREVENTING COLLISIONS AT SEA.

ARTICLE 1.

Preliminary.

In the following rules every steamship which is under sail and not under steam is to be considered a sailing-ship; and every steamship which is under steam, whether under sail or not, is to be considered a ship under steam.

ARTICLE 2.

Rules concerning lights.

The lights mentioned in the following articles, numbered 3, 4, 5, 6, 7, 8, 9, 10, and 11, and no others, shall be carried in all weathers from sunset to sunrise.

ARTICLE 3.

A seagoing steamship when under way shall carry—

(a) On or in front of the foremast, at a height above the hull of not less than 20 feet, and if the breadth of the ship exceeds 20 feet then at a height above the hull not less than such breadth, a bright white light, so constructed as to show an uniform and unbroken light over an arc of the horizon of 20 points of the compass; so fixed as to throw the light 10 points on each side of the ship, viz, from right ahead to two points abaft the beam on either side; and of such a character as to be visible on a dark night, with a clear atmosphere, at a distance of at least five miles.

(b) On the starboard side, a green light so constructed as to show an uniform and unbroken light over an arc of the horizon of 10 points of the compass; so fixed as to throw the light from right ahead to 2 points abaft the beam on the starboard side; and of such a character as to be visible on a dark night, with a clear atmosphere, at a distance of at least two miles.

(c) On the port side, a red light, so constructed as to show an uniform and unbroken light over an arc of the horizon of 10 points of the compass; so fixed as to throw the light from right ahead to 2 points abaft the beam on the port side; and of such a character as to be visible on a dark night, with a clear atmosphere, at a distance of at least two miles.

H. Ex. 55—3

(d) The said green and red side lights shall be fitted with inboard screens projecting at least three feet forward from the light, so as to prevent these lights from being seen across the bow.

ARTICLE 4.

A steamship, when towing another ship, shall, in addition to her side lights, carry two bright white lights in a vertical line one over the other, not less than three feet apart, so as to distinguish her from other steamships. Each of these lights shall be of the same construction and character, and shall be carried in the same position as the white light which other steamships are required to carry.

ARTICLE 5.

A ship, whether a steamship or a sailing-ship, when employed either in laying or in picking up a telegraph cable, or which from any accident is not under command, shall at night carry, in the same position as the white light which steamships are required to carry, and, if a steamship, in place of that light, three red lights in globular lanterns, each not less than 10 inches in diameter, in a vertical line one over the other, not less than three feet apart; and shall by day carry in a vertical line one over the other, not less than three feet apart, in front of but not lower than her foremast head, three black balls or shapes, each two feet in diameter.

These shapes and lights are to be taken by approaching ships as signals that the ship using them is not under command, and cannot therefore get out of the way.

The above ships, when not making any way through the water, shall not carry the side lights, but when making way shall carry them.

ARTICLE 6.

A sailing-ship under way, or being towed, shall carry the same lights as are provided by article 3 for a steamship under way, with the exception of the white light, which she shall never carry.

ARTICLE 7.

Whenever, as in the case of small vessels during bad weather, the green and red lights cannot be fixed, these lights shall be kept on deck, on their respective sides of the vessel, ready for use; and shall, on the approach of or to other vessels, be exhibited on their respective sides in sufficient time to prevent collision, in such manner as to make them most visible, and so that the green light shall not be seen on the port side nor the red light on the starboard side.

(To make the use of these portable lights more certain and easy, the lanterns containing them shall each be painted outside with the color of the light they respectively contain, and shall be provided with proper screens.

ARTICLE 8.

A ship, whether a steamship or a sailing-ship, when at anchor, shall carry, where it can best be seen, but at a height not exceeding 20 feet above the hull, a white light, in a globular lantern of not less than eight inches in diameter, and so constructed as to show a clear, uniform, and unbroken light visible all round the horizon at a distance of at least one mile.

ARTICLE 9.

A pilot vessel, when engaged on her station on pilotage duty, shall not carry the lights required for other vessels, but shall carry a white light at the masthead, visible all round the horizon, and shall also exhibit a flare-up light or flare-up lights at short intervals, which shall never exceed fifteen minutes.

A pilot vessel, when not engaged on her station on pilotage duty, shall carry lights similar to those of other ships.

ARTICLE 10.

(a) Open fishing-boats and other open boats when under way shall not be obliged to carry the side lights required for other vessels; but every such boat shall in lieu thereof have ready at hand a lantern with a green glass on the one side and a red glass on the other side; and on the approach of or to other vessels such lantern shall be exhibited, in sufficient time to prevent collision, so that the green light shall not be seen on the port side, nor the red light on the starboard side.

(b) A fishing-vessel, and an open boat, when at anchor, shall exhibit a bright white light.

(c) A fishing-vessel, when employed in drift-net fishing, shall carry on one of her masts two red lights in a vertical line one over the other, not less than three feet apart.

(d) A trawler at work shall carry on one of her masts two lights in a vertical line one over the other, not less than three feet apart, the upper light red and the lower green, and shall also either carry the side lights required for other vessels, or, if the lights cannot be carried, have ready at hand the colored lights, as provided in article 7, or a lantern with a red and a green glass, as described in paragraph (a) of this article.

(e) Fishing-vessels and open boats shall not be prevented from using a flare-up in addition, if they desire to do so.

(f) The lights mentioned in this article are substituted for those mentioned in the 12th, 13th, and 14th articles of the convention between France and England scheduled to the British Sea Fisheries Act, 1868.

(g) All lights required by this article, except side lights, shall be in globular lanterns, so constructed as to show all round the horizon.

ARTICLE 11.

A ship which is being overtaken by another shall show from her stern to such last-mentioned ship a white light or a flare-up light.

Sound signals for fog, &c.

ARTICLE 12.

A steamship shall be provided with a steam-whistle or other efficient steam sound signal, so placed that the sound may not be intercepted by any obstructions, and with an efficient fog-horn to be sounded by a bellows or other mechanical means, and also with an efficient bell. A sailing-ship shall be provided with a similar fog-horn and bell.

In fog, mist, or falling snow, whether by day or night, the signals described in this article shall be used as follows; that is to say:

(a) A steamship under way shall make with her steam-whistle, or other steam sound signal, at intervals of not more than two minutes, a prolonged blast.

(b) A sailing-ship under way shall make with her fog-horn, at intervals of not more than two minutes, when on the starboard tack one blast, when on the port tack two blasts in succession, and when with the wind abaft the beam three blasts in succession.

(c) A steam ship and sailing-ship, when not under way, shall, at intervals of not more than two minutes, ring the bell.

ARTICLE 13.

Speed of ships to be moderate in fog, &c.

Every ship, whether sailing-ship or steamship, shall, in a fog, mist, or falling snow, go at a moderate speed.

ARTICLE 14.

Steering and sailing rules.

When two sailing-ships are approaching one another, so as to involve risk of collision, one of them shall keep out of the way of the other, as follows, viz:

(a) A ship which is running free shall keep out of the way of a ship which is close-hauled.

(b) A ship which is close-hauled on the port tack shall keep out of the way of a ship which is close-hauled on the starboard tack.

(c) When both are running free, with the wind on different sides, the ship which has the wind on the port side shall keep out of the way of the other.

(d) When both are running free, with the wind on the same side, the ship which is to windward shall keep out of the way of the ship which is to leeward.

(e) A ship which has the wind aft shall keep out of the way of the other ship.

ARTICLE 15.

If two ships under steam are meeting end on, or nearly end on, so as to involve risk of collision, each shall alter her course to starboard, so that each may pass on the port side of the other.

This article only applies to cases where ships are meeting end on, or nearly end on, in such a manner as to involve risk of collision, and does not apply to two ships which must, if both keep on their respective courses, pass clear of each other.

The only cases in which it does not apply are, when each of the two ships is end on, or nearly end on, to the other; in other words, in cases in which, by day, each ship sees the masts of the other in a line, or nearly in a line, with her own mast; by night, in cases in which each ship is in such a position as to see both the side lights of the other.

RULES FOR NAVAL VESSELS.

① It does not apply, by day, to cases in which a ship sees another vessel steaming her own sternward, or, by night, to cases where the red light of one ship is opposed to the red light of the other, or where the green light of one ship is opposed to the green light of the other, or where a red light of one ship is opposed to a green light of another ship, or a green light without a red light, is seen ahead, or where both green lights of one ship are seen anywhere but ahead.

ARTICLE 16.

If two ships under steam are crossing, so as to involve risk of collision, the ship which has the other on her own starboard side shall keep out of the way of the other.

ARTICLE 17.

If two ships, one of which is a sailing-ship and the other steamship, are proceeding in such directions as to involve risk of collision, the steamship shall keep out of the way of the sailing-ship.

ARTICLE 18

Every steamship, when approaching another ship, so as to involve risk of collision, shall slacken her speed or stop and reverse if necessary.

ARTICLE 19

In taking any course authorized or required by these regulations, a steamship under way may indicate that course to any other ship which she has in sight by the following signals on her steam-whistle, viz:

One short blast to mean "I am directing my course to starboard."

Two short blasts to mean "I am directing my course to port."

Two short blasts to mean "I am directing my course to pass you." Three short blasts to mean "I am going full speed astern."

The use of these signals is optional; but if they are used the course of the ship must be in accordance with the signal made.

ARTICLE 20

Notwithstanding anything contained in any preceding article, every ship, whether a sailing-ship or a steamship, overtaking another, shall keep out of the way of the overtaken ship.

ARTICLE 21

In narrow channels every steamship shall, when it is safe and practicable, keep to that side of the fairway or mid-channel which lies on the starboard side of such ship.

ARTICLE 2

Where, by the above rules, one of two ships is to keep out of the way, the other shall keep her course.

ARTICLE 2

In obeying and construing these rules due regard shall be had to all dangers of navigation, and to any special circumstances which may render a departure from the above rules necessary in order to avoid immediate danger.

ARTICLE 2

No ship, under any circumstances, to neglect proper precautions.

Nothing in these rules shall exonerate any ship, or the owner, or master, or crew thereof, from the consequences of any neglect to carry lights or signals, or of any neglect to keep a proper lookout, or of the neglect of any precaution which may be required by the ordinary practice of seamen, or by the special circumstances of the case.

ARTICLE 2

Reservation of rules for harbors and inland navigation.

Nothing in these rules shall interfere with the operation of a special rule, duly adopted by local authority, relative to the navigation of any harbor, river, or inland navigation.

ARTICLE 2

Special lights for squadrons and convoys.

Nothing in these rules shall interfere with the operation of any special rule made by the government of any nation with respect to additional station and signal lights for two or more ships of war or for ships sailing under convoy.

use
File



French and American Claims Commission,

1518 H STREET.

Washington, May 2^d 1881

Sir:

I have the honor to acknowledge the receipt of your letter of the 30th ult. transmitting certain original papers in relation to the claims of Francois Tourcade, Jean Lapassade, Pierre Senac, Joseph Pague, Jean Bertin and Dominique Bertin, from the files of the War Department.

I am, Sir, with great respect,

Your obedient servant,

Geo. S. Boutwell

Counsel for the U.S.

To the Honorable
James G. Blaine
Secretary of State

rice

Judge O'Connor

French and American Claims Commission,

1518 H STREET.



Washington, *May 2^d* 1881

Sir:

In the defense of the cases pending against the United States before the French and American Claims Commission it will be convenient occasionally to employ District Attorneys of the United States to take testimony, and ^{as} the First Comptroller of the Treasury informs me that payment will be allowed for such services rendered by them only upon the approval in writing of the Secretary of State, I have the honor to request your authority for the employment

To the Honorable
James G. Blaine
Secretary of State &c.

employment of United States District
Attorneys as occasion may require at
a compensation of twenty (20) dollars
per day and travelling expenses
for the time actually employed.

I have the honor to be,
Sir,

Your obedient servant
Geo. S. Pittrell,
Agent and Consul
for the United States.



Wm. W. Wagon
 French and American Claims Commission,

1518 H STREET.

Washington, May 2, 1881

Hon. James G. Blaine,
 Secretary of State.
 Sir,

I have the honor to transmit herewith for your approval a statement of the expenses of this Commission for May, 1881.

I respectfully request that you will cause a requisition to be issued in my favor upon the Honorable Secretary of the Treasury for the amount specified.

Very respectfully

your obt. servt.

Wm. F. Peddrick
 Secy. & Dist. Agent.

Contingent expenses \$3000.00

I certify that the above
estimate is correct

Wash. J. Peabody
Secy. and Distg. Agent.



May 2, 1887.

A
J. E. Brown Esq

C. C. Dept of State.

My dear Sir,

I transmit by messenger
the protocols of the session of the
International Sanitary Conference with
a letter to His Hon. Secy of State
from His Excellency M. Bartholomew
Chas. of the finance committee on
anviro. The protocols are now
ready for the printer.

I am Mr Brown

Very respectfully &c

W. J. Turner

^{Secy} Int'l San'y Conference

*Wm. L. G. Thompson,
Auditor, May 10, 1881
Wm. Williams*

Office of Public Printer,

Washington, May 2, 1881

Non. James G. Blaine,
Secretary of State,
Sir:

In reply to yours of the 28th ultimo, I have the honor to transmit herewith copies of the Public Printer's Report from 1873 to 1880, both inclusive, together with a compilation of the statutes, acts, resolutions &c, bearing on the Public Printing & Binding.

These reports give the works ordered each year by Congress, as well as the cost of the work done for Congress and the Executive Departments during each fiscal year. To avoid confusion I would state that the fiscal year of this Office prior to 1877, ended September 30. A change was made during that year so that the fiscal year would be the same as that of the Executive Departments: Hence the report for 1877 is for the 9 months preceding June 30, 1877.

Owing to the clerical force of this Office being very limited it is impossible to give a more detailed reply.

n/
Office of Public Printer,

Washington,

, 188

Inclosed find letter of Sir Edward
Thornton.

Yours respectfully,

A. F. Childs

Chief Clerk

Acting for the Public Printer.

Have letter of introduction
written & special papers
prepared. May 6. 1881
And to Mr. Patterson
saying that if required
by the day of the
in case where in the
DEPARTMENT OF STATE
RECEIVED
MAY 6 1881
U.S. Navy to Canada
Mr. Patterson

made

COAST AND GEODETIC SURVEY OFFICE,
Washington, May 2^d, 1881

Mr. Sevellon A. Brown
Chief Clerk
Department of State

Dear Sir,

Lieutenant Samuel W. Very U.S. Navy, Assistant
Coast and Geodetic Survey, will this summer
execute magnetic work on the Gulf of St. Lawrence
and River St. Lawrence and in the Dominion of
Canada as far as Newfoundland and the coast
of Labrador. In the execution of this work, I
think the usual papers from the State Department
would be of assistance to Lieutenant Very.
Will you oblige me by having such papers
prepared and forwarded to me. Do you think
that the British Minister, on official application
would give Lieutenant Very a paper recom-
mending him to the kind assistance of the
local authorities, or simply setting forth his
errand, which is purely scientific?

Very truly yours
S. Patterson

also

✓ Asked Mr. Dyer for
a certificate
May 5, 1881
H. H. H.



Montgomery Certificate
sent to Mr. H. H.
Jan 10, 1881.
Mr. Williams.

Chamber.

May 2nd 1881.

My dear Sir:

I enclose herewith
letter of Hermann Schen, Esq, Gutenberg,
Sonn, and letter of the Adjutant
General relating to the subject
matter of Mr. Schen's letter. May I
ask you to provide Mr. Schen
with the authentication desired, and
please send it through me to him.

Yours truly,
W. B. Allison

Hon. James G. Blaine.
Secy of State.

War Department,

ADJUTANT GENERAL'S OFFICE,

Washington, April 25, 1881.

Hon. W. B. Allison,

U. S. Senate,

Sir:—

Acknowledging the receipt of your letter of the 18th inst., I have the honor to return, herewith, letter of Herman Shon, of Guttenberg, Iowa, who wishes a mortuary certificate in the case of John Saugling, late of Company "F," 12th N.Y. Cavalry, and to inform you that the records of this office show the date place and cause of the soldier's death; but application for certificate of death, to be used in a foreign country, should be made through the highest representative of the foreign country through the Department of State.

In this connection I beg leave to say that, in view of the fact that in many of the

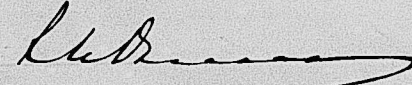
European Courts of law, documents obtained from other countries are denied validity unless authenticated by the broad seal of the Department of State for foreign affairs of the Country whence obtained - the War Department has uniformly ruled that all documents required under seal shall be transmitted through the State Department.

The demand for such information "under seal" presupposes a legal right thereto on the part of the applicant which the War Department is neither authorized to admit nor to deny! Hence the adoption of the co-relative rule that for the protection of all rights, such applications should be addressed to the highest representative in this Country of the foreign power in whose courts the information desired is to be used.

I have the honor to be, Sir,

Very respectfully,

(over)

Your obedient servant,

Adjutant General.

2554. B. 81.

(over)

147
423.

HERMANN IHM,

Dealer in General Merchandise

and Proprietor of the

Guttenberg Steam Elevator,

Guttenberg, Iowa, April 13th 1881

Hon. Wm B. Allison, Washington, D.C.

Dear Sir:

For the benefit of an old soldier.
I take the liberty, to appeal on your kindness.

One Fred. Saugling from here, who was in the 27th Iowa Regiment had a brother in the 12th N.Y. Cavalry Reg. Company F, who died in the prison at Andersonville. -

Fred. Saugling can make a small inheritance in Germany, if he can prove the death of his brother. I therefore request you by this, to please have a certificate of the death of John Saugling, a private of Co. F, 12th N.Y. Cavalry sent to me at an early date.

The only proof, Fred. Saugling has of the death of his brother, is a letter from Anthony Palmer, Chaplain 12th N.Y. Cavalry dated April 4th 1865, in which he (the Chaplain) informs him, that his brother John died at Andersonville prison.

Hoping to hear about this matter soon,
I remain

Yours Respectfully
Hermann Ihm.

Please find to my
 attention
 151

2534
 MAY 19 1881
 A.G.O.

LEWIS ABRAHAM.

ABRAHAM & MAYER,

ATTORNEYS AT LAW,

1215 F Street Northwest.

Washington, D. C., May 2^d 1881

Hon. James G. Blaine.

Secretary of State.

Sir: I am the attorney of record, before the
 French and American Claims Commis-
 sion, for the claim of William Means
 as administrator of the Estate of Auguste
 Labat deceased, late of Kenton County
 Kentucky.

Papers relating to and in support of the
 said claim, are now on file in your de-
 partment, & I respectfully ask to be
 furnished a copy of the same, in order
 that I may prepare for the presentation of
 the claim, the said papers being essential
 thereto. An early reply will oblige

Very truly yours
 Lewis Abraham

CHARLES E. MAYER.

made



copy will be furnished
 to the claimant by the
 Commission for the
 purpose of the
 claim.

Wife
Our very polite
letter stating in a way
that he cannot see the
point. And as I met
May 6, 1881
all

Augusta Maine
May 2nd 1881
Dear Sir,

While in Boston recently
I was informed that Dr J F
Talbot & wife were intending
to go to Europe in June, and
intended to visit St Petersburg,
and by her request I write
for you to furnish them
with a letter of introduction
to Mr Foster M G Minister
at St Petersburg. They would
like facilities for visiting
Educational Institutions. Dr
Talbot is Dean of the Boston
University of Medicine. Mr
Talbot is Secy of the Education
Department of the American
Social Science Association

of Boston, and she is a sister
of the Hon Joseph Fairbanks
of Farmington. who is well
known I think by you, and
they are cousins of mine.

You will confer a favor
if you will furnish them
with a suitable letter. of
recommendation as desired
by them. You can send
same to Dr Israel T Talbot
66 Marlboro Street Boston
Mass.

Please accept my best
wishes for yourself and
family.

Yours truly
J W Patterson

misc
File



Yr^{ts}. Wm^h Mader
Panama Rail Road Company
New York May 2nd 1881

Hon. James G. Blaine
Secretary of State
Washington D.C.

Sir

I have the honor to acknowledge the receipt of your communication of the 28th ult. enclosing, for the information of this Company, a copy in the Spanish language, with translation thereof, of the note of Mr. Decerra, Minister for Foreign Relations of Colombia upon the subject of the anticipated payment by this Company to the Colombian Government of all rents and subsidies which may become due up to March 27th 1908, which he had addressed to the United States Minister Resident at Bogota, Mr. Dickman, who had transmitted the same with his dispatch of 17th ult. to the State

Department. And I further
 have the honor and pleasure in behalf
 of this Company to take cognizance
 of your remark that from Mr
 Piccerai's note it will be observed
 that the Colombian Government
 fully acknowledges the correctness of
 the statements contained in my
 former letter of Dec 1st last to
 the Department, thus placing on
 public record in the most solemn
 manner, the transaction referred to.
 I remain, Sir, your very
 obedient servant

Trenor W. Park
 President Panama R.R. Co.

misc

ESTABLISHED 1848.

DEPARTMENT OF
MA
1888
AMERICAN-
RECEIVED

BALDWIN BROS. & CO.

PROPRIETORS

53 BROADWAY.

EXPRESS
may 6.
Williams

New York,

188

May 7
Department of State

Dear Sir:

McClees

addressed to you, has arrived per steamer

City of Chester

from

Liverpool

The same is consigned to us, and has been held for
duties. Duty amounts to \$..... If you
wish us to pay it, please send this amount, with shipping
instructions.

Please reply on back of this sheet.

BALDWIN BROS. & CO.

McClees marked
\$ 6087/6088

wise

Detroit, Mich May 2nd 1881



To the Minister of foreign affairs,
Washington D. C.

Wade
Am'd as directed by Mr
Allen May 12, 1881
McMillan

Honorable Sir,

You would confer a great favor upon me by kindly giving me information in the following case - viz
" I was born in 1853 in Germany and emigrated to the United States in 1872 with the permission of the German Government and became a full American citizen in course of time, in June 1879 went back to Germany & stayed as a visitor in my father's house until February 1/1880 to repair my health & same time assisting my father in his office work. By this time he made up his mind to retire from business (being partner in a dyeing & finishing establishment) and to keep the business in the family made me partner of that firm. In spite of that I went back to the U.S. as I feared that by staying longer in the old country would forfeit my American citizenship and be considered a German citizen (although I was never troubled over there in anyway) and ranked in the army as a Prussian soldier, and you know this would not do for anyone having

breathed here for eight years. Now my folks write to me that after inquiring they did not believe that any one could touch me or force me to become a German citizen and want me to go back immediately to attend to my business.

All I want to know now is your opinion & advice in this matter, do you think I run a risk in going back to Germany again or is there an agreement between the U. S. and Germany that will protect me as an American citizen doing business there?

A kind answer will greatly oblige
yours very truly

Richard Koeppe

262. Croghan street.

Filed by J. W. McConce
May 21, 1887

CA

Know all Men by these Present. That
I Henry C. Dyer of the City and County
of San Francisco, State of California
have made, constituted and appointed.
and by these present do make constitute
and appoint J. W. McConce of Washing-
ton D. C. my true and lawful Attorney
for me and in my name, place and
stead to demand and receive from the
Secretary of State, of the United States,
any and all money due and payable
to me assignee of one half an Award
No. 696, rendered in favor of Thomas C.
Daker, by the American and Mexican
Joint Commission, having and granting
unto my said Attorney full power and
Authority to do and perform all and
every act and thing whatsoever requisite
and necessary to be done in the premises,
as fully to all intent and purposes as
I might or could do if personally present.
at the doing of the same, hereby ratifying
and confirming all that my said attorney
shall lawfully do or cause to be done
by virtue of these present.

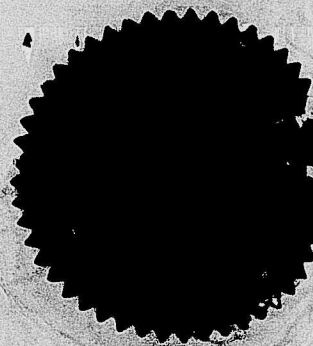
In witness whereof I have hereunto set
my hand and seal the day of
April. One thousand and Eight hundred and
Eighty one.
L. J. B. Sawyer
Signed sealed in the presence of
Henry C. Boyd

United States of America,
DISTRICT OF CALIFORNIA,
CITY AND COUNTY OF SAN FRANCISCO.

On this Fifteenth day of
April A.D. one thousand eight hundred and eighty one
before me LORENZO B. B. SAWYER, Clerk of the Circuit Court of the United States
of the Ninth Judicial Circuit, in and for the District of California, duly appointed,
sworn and qualified, personally appeared the within named

Henry C. Boyd

whose name is subscribed to the annexed instrument as party thereto, per-
sonally known to me to be the individual described in and who executed the said
annexed instrument, and Thos. C. Baker
acknowledged to me that he executed the same freely and voluntarily, and
for the uses and purposes therein mentioned.



In Witness Whereof, I have hereunto set my
hand and affixed the seal of the said Circuit
Court, the day and year in this Certificate
first above written.

L. J. B. Sawyer

Clerk of the Circuit Court of the United States,
of the Ninth Judicial Circuit, in and for the District of California.

Memoranda of agreement made & entered into
this 15th day of May 1880, between Henry C. Boyd
and Jas. W. McCable Witness, that whereas
the said Boyd holds by assignment one half of
the claim of Thomas C. Baker against Mexico,
upon which (Award 696) was rendered by the
American & Mexican Joint Commission - And
therefore in consideration of professional
services rendered by said McCable, I hereby
authorize & request the Secretary of State
of the U.S. to pay to the said McCable one
third of all money due or payable to me,
on account of said assignment made to me
by Thos. C. Baker. Said assignment being on
file in State Department.

San Francisco Cal
May 15th 1880
Hollomo Smith

Henry C. Boyd

Please file this Contract in State Dept
H.C.

rise



Am. off. W.H.
May 9. 1881
Mr. Blair

made

Lawrence, Kansas May 2 1881

The Hon.
Sec. of State
Dear Sir

Enclosed I
hand you letter from one
of our former Ministers to
Chile. I would be pleased to
hear from you on the sub-
ject broached, & hear
& learn the possibilities
in the scheme presented, with
the difficulties to be en-
countered.

Very Respectfully
J. A. Russell
M.C.

% Sec. of State
Dept.
N. H. C.

Copy 1
23 Contants
N. H. C.

1
My Andeata Kunan Apr 17th 1881
Hon. S. C. Haskell M. C.
Washington D. C.

My dear Sir:-

Some years
since, while I ^{had} the honor of represent-
ing our government in Chile
S. A. - by invitation of the Chilean
Government - and in pursuance of
an effort I was then making
to discover the facts touching
the feasibility of placing a
system of steam tug boats in
the Strait of Magellan. thereby
saving a vast amount of
life and treasure connected
with the commerce of the
world. I visited said straits
and spent some time in the

Colony of Magellan
 in company with the Secretary
 of State of Chile as the guest
 of the Gov. of Magellan. My
 visit resulted in satisfying
 myself that by reason of there
 being no bad or protected water
 near the western entrance of the
 Straits of M. where vessels could
 rendezvous with safety. Said
 Straits alone could not be used
 for the purpose sought. But I
 became satisfied that Smyth's
 Channel with its main western
 entrance a long distance north
 of the Straits of M. had a most
 satisfactory Harbor and that
 with a little proper marking
 by buoys. Smyth's Channel
 could be safely traversed until
 its entrance to the Straits of M.

and thus a safe inland water channel from the Pacific to the Atlantic could be obtained for the passage - with the assistance of steam tugs. of the vast number of sailing vessels of all nations now subjected to the terribly dangerous navigation around Cape Horn.

I made full reports of all these matters at the time to our Government - said reports are now on file in the State Dept.

The principal object of this letter however is to crave your assistance in another matter carefully examined at that time which however lies directly in line with it and which calls more loudly upon the Christian philanthropy of the world

than any other subject I
 can think of, and one, which
 with a very little effort can
 be accomplished. I allude to
 the making ^{general} a treaty of peace
 with the inhabitants of the island
 of Tierra del Fuego by means
 of which they will become active
 assistants in seeking and saving
 the great numbers of sailors
 yearly shipwrecked upon their
 shores, whose lives now must
 be sacrificed because no
 proper effort has been
 made to make it for the
 interest, in any point of
 view, for Fuegian Indians to
 escape these unfortunate mariners.
 The fact being that the dwellers
 on the island of Tierra del Fuego
 have a deadly ^{feud} with the

Patagonian Indians who
 live north of the Straits of
 Magellan, with whom they have
 no communication of a peace-
 ful character. Another im-
 portant fact is that these
 Indians are cupping. For the
 most part a very inhospitable
 country are - at their best
 "estate" - too poor to give any
 aid whatever to a stranger
 thrown among them, and thus
 sailors of all nations ship-
 wrecked on this land have no
 means of communicating with
 any other people or of obtaining
 from the natives a grain of
 food or an article of clothing.
 Their only alternative is to
 die and be eaten by human
 beings who are always in a condition

bordering on starvation,
 but who are not cannibals
 from choice, only so when
 driven to eat dead human
 flesh by that dreadful and
 dire necessity which presents
 absolute starvation. I
 could give many facts to sus-
 tain this statement.

My only regret - and it has
 haunted me from the hour I left
 that "land of the fire" (Tierra
 del Fuego), is that I did not -
 remain long enough to finish
 the work I began which
 long ere this, would have made
 that great highway of commerce
 wholly free from its present
 most fearful condition. I
 know this can be accomplished
 without danger, and with very
 little expense, and thus one of

The ^{lost} dark, cruel and gloomy
places of earth will be made
bright and glorious.

Will you in person call the
Secretary of States attention
to this subject and give me
the result? My correspondence
in file at the State Dept. would
throw still further light -

I have no personal ends to
accomplish. Not knowing what
I do from personal examination
of the whole subject - I feel very
deeply its importance and am
willing to do all in my
power to bring about that.
It is a burning shame and disgrace to
the Christian Civilization of the world
has not long since been fully accomplished

Truly Yours
J. P. Root



*Notary Public
Cop. to Mr. Boutwell as
witness and attorney
for the above claim made
May 17, 1881
\$1,000,000
S. A. C.*

*New Orleans Louisiana
May 2nd 1881*

I have information
that a large amount of
of French claims made
out before a Notary
Public of this city if
passed, will defraud the
government about \$400,000,
9/10 of the claimants that
went before that Notary
Public was advised to
increase their claims 5 or
10 times the above their real
loss. The names of the attorneys
at Washington can be given
to whom the power of attorney
was given to present the
claims before the board
& also the name of the
claimants can be ascertained

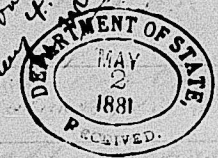
Very Respectfully
Stephen, S. Philpott
Josephine & Freret Streets

1326 J. St. C. W.

Washington, D.C. May 2nd, 1881.

Hon. James G. Blaine
Secy of State.
Sir;

Recd May 4. 1881
Refr to Mr. Brinkley
May 4. 1881



W. A. Allen

I have the honor to enclose a statement of the claim of Humphrey E. Woodhouse, resident of the City of Brownsville, State of Texas, & a native born citizen of the United States against The Govt of France, also the affidavit of James H. Woodhouse, and the affidavit of Stephen C. Southmayd, also a duplicate account being an invoice of Sundries shipped by Jas. H. Woodhouse on board the brig "Milo" - Pauline Master, bound for Matamoras and consigned to Mr. J. Vicaya for his account, which is made an exhibit in the affidavit of the said Jas. H. Woodhouse. I also enclose three

RECEIVED MAY 6 1881

New Orleans, La.
May 3/81

G. J. Phillips

All to "Armed claims"
being fraudulent

etc.

Travelling Exp.

May 10, 1881.

Respectfully referred
to the Hon. Secretary of
State.

Wm. M. Bennett

Acting Secretary.

W. A.

(2)
Copies of the registry of the ship on vessel
'Hilo' signed by the Registrar of the Port of
Halifax N.S. and respectfully request that
the same be presented to the Commissioners
appointed under the recent Convention of
the two Governments for the adjudication of claims
of the character of the enclosed.

I hope in due time to have the honor
of forwarding to you further proofs to
establish this claim as required.

Yours Respectfully
John S. Key

P.S.

Attorney for N. E. Woodhouse.
I also enclose the assignment of James N.
Woodhouse of all interest in the foregoing
claim.

Letter to the Secy
of State of the U.S.
in the Chair of
Hampden & Wadsworth



Watertown, Mass.

May 2^d 1881.

Hon. James G. Blaine
Secretary of State
Washington, D.C.

Sir:

The enclosed resolutions are herewith respectfully transmitted, with the remark that, deeming it presumptuous and needless to point out to you, sir, your duty in the premises, we have only to remind you that two millions of Citizens of Native and Irish Birth, are to day anxiously watching what steps are taken by the Government of the United States to secure justice to their fellow citizen Mr. P. Boyton.

We have the honor to be, sir,
Very respectfully, Your obedient servants.

Robert P. Stack, Pres.

Wm. H. Smith

Patrick Scott.

Edward Fitzwilliam

Express

Whereas, England, in the exercise of her unjust, cruel and tyrannical power over Ireland, with the determination to crush out the freedom of speech and a peaceable agitation, has seen fit to arrest and imprison an American Citizen, Michael P. Boyton; and Whereas, the arrest and imprisonment of Michael P. Boyton, without examination or trial, is contrary to the letter and spirit of all International law and comity, and an insult to the American Nation; therefore, be it

Resolved, that we the members of the Michael Davitt Branch of the Irish National Land League of Watutown, Massachusetts, as American Citizens in public meeting assembled, protest against the incarceration of our fellow citizen in a British Castle and request and urge the Secretary of State, Hon. James G. Blaine, to demand without any equivocation the facts connected with the arrest of M. P. Boyton, and in the event of charges being brought against him, a speedy

and an impartial trial, or in the absence of such charges, his immediate and unconditional release.

Resolved that a copy of these resolutions be forwarded to the Secretary of State, Hon. James G. Blaine.

1881
Robert D. Benedict,
James D. Jones,
Samuel H. Valentine,
Louis C. Lewis.



And, of N.O.C.
May 11, 1881
ass

Office of Benedict, Taft & Benedict,
No. 64 Wall Street.

Judge O'Connor

New York, May 2, 1881.

Hon. James G. Blaine,
Secretary of State.

Dear Sir:-

I waited on you, some time since, to call your attention to the claim of John A. Machado against the Government of Great Britain. You told me that you would have to examine the papers in relation to the matter yourself, before determining what the Department would deem advisable to do in respect to it.

I have called several times since then, but without success, to see you, for the purpose of making the following suggestion, viz: that at a brief personal interview I could put you in possession of the facts in the case in very much less time than it would necessarily take you to go through the papers sufficiently to obtain any clear idea of the case. Such a personal interview would be a

of such
leaves
time
James
a saving of your valuable time, and, therefore, if
you could make an appointment for a day when
you could give me an interview, I would come
on to Washington for that purpose.

As long ago as December, 1879, a communication
was addressed by the Department of State to our Min-
ister at London, stating the views of the United States
in relation to Mr. Machado's claim; to the effect that
the liability of the British Government was a matter
admitted, and no longer open, and that the only ques-
tion to be settled was the amount of the damages to
be paid. The contents of that letter were fully com-
municated to the British Minister as long ago as
December 15th, 1879, but no answer has as yet been re-
ceived except excuses for delay. On September 25th,
1880, the Department wrote to our Minister, instruct-
ing him to press the claim to an early consideration.

It is quite important that an answer should be
obtained from the British Foreign Office before their
vacation begins, or we shall find the same ex-
cuse of the vacation-time put forward this year,
that was used last year, as a reason for still
further delay. On this account, it is desirable
that instructions should be sent from our State De-
partment

partment to the Legation at London as soon as possible.

I respectfully urge, therefore, that this matter may be considered at as early a day as possible.

Your obt. servt.

Robert D. Benedict.



made
Washington D.C.
May 3^d '81

Mr. James G. Blaine

Secretary of State U.S.

In the matter of the
Estate of Benjamin W. Perkins, by his Admrs.
against Russia, for a Claim now pen-
ding in your Department, the undersigned
by leave to file Certificate of Letters of
Administration on the Estate of the deceased
Claimant, issued in due form to Albert
C. Buttrick, of Worcester, Massachusetts.
Also in the same case we hereby file the
power of Attorney of the said Administration
executed in due form to ourselves fully
empowering us to prosecute said case.

We have the honor to be
with high respect

Yours &c
J. S. Black
J. H. [Signature]

Commonwealth of Massachusetts.

Worcester, ss.

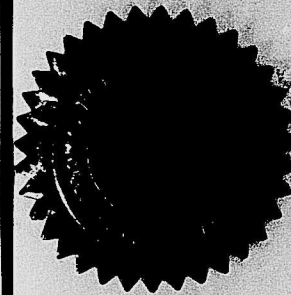
PROBATE COURT.

I, Charles E. Stevens, Register of the Probate Court of said County of Worcester, hereby certify that at a Probate Court held at Worcester, in and for said County, on the *fifth* Tuesday of *April* in the year of our Lord one thousand eight hundred and *eighty-one*.

Albert C. Nuttall of said Worcester

was duly appointed Administrator of the Estate of

Anna B. Perkins late of Worcester in said County, deceased, and gave bond as required by law, for the faithful execution of said trust. I further certify that said appointment has not been annulled or revoked, but remains in full force.



In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, this *sixth* day of *April* in the year of our Lord one thousand eight hundred and eighty-*one*
Chas E. Stevens, Register
By J. W. Southwick, Secy.

Commonwealth of Massachusetts

Worcester, ss.

PROBATE COURT.

I, Charles E. Stevens, Register of the Probate Court of said County of Worcester, hereby certify that at a Probate Court held at Worcester, in and for said County, on the first Tuesday in the year of our Lord one thousand eight hundred and

*Appointment of
Albert C. Nuttall
Administrator of
Estate of
Benjamin W. Perkins*

of the Estate of
said County, deceased, and gave bond as required by law, for the faithful
execution of said trust. I further certify that said appointment has not been
annulled or revoked, but remains in full force.

In Testimony Whereof, I have hereunto set my hand and
affixed the seal of said Court, this sixth
day of April in the year of our Lord
one thousand eight hundred and eighty-one.



Commonwealth of Massachusetts.

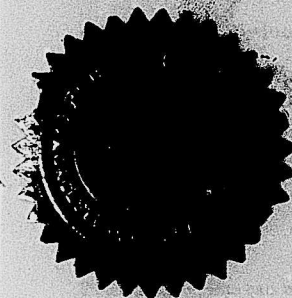
Worcester, ss.

PROBATE COURT.

I, Charles E. Stevens, Register of the Probate Court of said County of Worcester, hereby certify that at a Probate Court held at Worcester, in and for said County, on the first Tuesday of April in the year of our Lord one thousand eight hundred and eighty-one.

Albert C. Nuttall of said Worcester

was duly appointed Administrator of the Estate of Benjamin W. Perkins late of Worcester in said County, deceased, and gave bond as required by law, for the faithful execution of said trust. I further certify that said appointment has not been annulled or revoked, but remains in full force.



In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, this sixth day of April in the year of our Lord one thousand eight hundred and eighty-one.
Chas E. Stevens, Register.
By J. W. Southwick, Register.

Commonwealth of Massachusetts

Worcester, ss.

PROBATE COURT.

Charles C. Stevens, Register of the Probate Court of said
Worcester, hereby certifies that at a Probate Court held at Worcester
in and for said County, on the 22nd day of August, 1861, in the year of our Lord one thousand eight hundred and

said Court, deceased, and gave bond as required by law for the faithful
and true discharge of his duties, and that said appointment has not been
annulled or revoked, and remains in full force.

In testimony whereof, I have hereunto set my hand and

affixed the seal of said Court, this

day of August, in the year of our Lord

1861.

Appointed of
Alfred C. Patterson
Administrator de bonis non
of Benjamin W. Perkins dec'd.

(A. C. Patterson)
POWER OF ATTORNEY.

Know all Men by these Presents, That we, A. C. Patterson
of Worcester Massachusetts Administrator
de bonis non of Benjamin W. Perkins dec'd, desiring
to prosecute the claim hereinafter mentioned,
have made, constituted, and appointed, and by these presents do make, constitute, and appoint
Hon. S. B. Black of Penn. & J. W. Bartley of Woking
City, D. C., my true and lawful attorney, for me and in my name,
place, and stead (hereby annulling and revoking all former Powers of Attorney whatever in the premises)
to prosecute collect & recover the claim of the
Estate of Benjamin W. Perkins dec'd against the
Russian Government for violations of contracts
for the purchase & delivery of arms & powder,
which is pending in the Department of State
of the United States.

giving and granting to my said Attorney, full power and authority to do and perform all and every
act and thing whatsoever requisite and necessary to be done in and about the premises, as fully
to all intents and purposes as we might or could do, if personally present at the doing thereof, with full
power of substitution.

In WITNESS WHEREOF, we have hereunto set our hands and seals this
day of _____, A. D. 1861.

A. C. Patterson
Administrator W-



Two witnesses who can write:

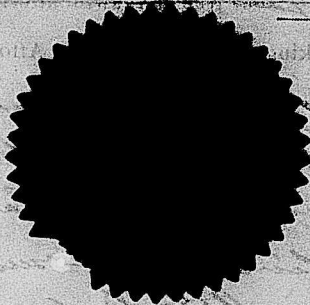
Francis H. Dacey, Jr.
J. W. Bartley

State of Massachusetts
Worcester

Personally appeared before me, the undersigned, a Notary Public
in and for said County of Worcester, A. C. Blodgett
to me well known to be the identical person who signed the foregoing Letter of Attorney, and the
same having been read over to him, and the contents thereof fully explained, he acknowledged
the same to be his act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this fifth
day of April, A. D. 1887.

Francis H. Danvers
Notary Public



In Duplicate

[Pens-Bj]

Power of Attorney.

FROM

A. C. Blodgett Adm'r

TO

J. J. Black

W. Bentley

FILED AND RECORDED

wise
File
made *P*
Treasury Department

9032
S.L.



May 3^d 1881

Hon James G. Blaine

Secretary of State

Sir:

I have the honor to acknowledge the receipt of your letter of the 28th ultimo, stating that the United States Minister at Bogota reports that the Government of Colombia does not publish a list of the vessels of the mercantile marine of that country or their signal letters.

Very respectfully
William D. Friedman

Secretary *F*

Wise

+
Write to his min.
May 10 1881
M. Williams
H. A. H.



Department
Washington City.
May 3rd 1881.

Mr:

I have the honor to enclose
for your information, copy of telegram
from the Commanding Officer at Fort
Keogh, M.T., dated the 17th ultimo,
with the endorsement thereon by
the 'Commanding' General 'Depart-
ment of Dakota, relative to incur-
sions of Canadian Indians into the
territory of the United States.

A similar copy is also fur-
nished this day to the Honorable
Secretary

Secretary of the Interior.

Very respectfully,

Your obedient servant,

Robt. Nichol

Secretary of War.

The Honorable

The Secretary of State.

Copy.

Telegram.

Fort Keogh, M.T.

April 17. 1881.

To Adjutant General,

Department of Dakota.

St Paul, Minn.

Lieutenant Kingsbury, Second Cavalry, just in from the Musselshell, reports that on March twenty ninth scouts discovered trail of twenty Indians two days old at crossing of Woods Fork going west. March thirty first found trail of mounted party of Indians on divide between Squaw Creek and Musselshell - about thirteen - going west. At and near Carroll found large camp of Blackfeet - about two thousand people.

Thirty three head of ponies were brought in reported by a half breed to have been stolen in the vicinity of the Yellowstone April 8th at McDonald's Creek. Half breed reports party of Yanktonnais going towards Crow Camp, also the party of Blackfeet passed to-day with about fifty ponies. Blackfeet and Crows intend crossing the line at once to draw annuities from Canadian Gov.

Government.

(Signed) Wheeler
Commanding.

Endorsement.

Headquarters Dept of Dakota,
Saint Paul, Minn. April 22. 1881.

Official copy respectfully furnished
to Colonel J. H. Ruger, 18th Infantry,
Commanding District of Montana,
who will please take into consideration
the propriety and feasibility of adopting
measures to prevent the incursion of
Canadian Indians into the territory
of the United States. The Department
Commander desires information in
respect to the routes pursued by these
Indians when they cross the boundary,
the frequency of their incursions and
the time of year in which they generally
take place.

By Command of Brig. Genl. Terry.
(Signed) Saml. Breck
Assistant Adjutant General

Headqrs. Department of Dakota,
St. Paul, Minn. April 22. 1881.

Official copies respectfully forwarded
to Headquarters Military Division of the
Missouri.

(sd.) Alfred H. Terry
Brigadier General,
Commanding.

Endorsement.

Headqrs. Mil. Div. Mo.

Chicago, April 25. 1881.

Respectfully forwarded to the Adjutant General of the Army.

(sd.) P. H. Sheridan
Lieut. General
Commanding.

rice



W. L. D.
Department of Justice,
Washington, May 3, 1881.

Hon. James G. Blaine,
Secretary of State.

Sir,

Referring to a communication from the Department of State dated August 6, 1879, in relation to the case of Frederick Brock, and others, I have now the honor to invite your attention to the enclosed copy of a letter from the U.S. Attorney for the Southern District of New York, in relation to this case.

Very respectfully,
your obt. servt.
Ogden MacBride,
Attorney General.

27 20. Oct 10. 1881.
No accompanying 23 En.
document thereon.

April 25. 1881. Comptroller
Genl. Wm. M. McKim, for file.
Copy of Telegram from
Genl. George M. S. relative
to incursion of Canadian
soldiers into the United
States.

Official copy.

W. L. D.

Adjutant General

U.S. Office?

April 30. 1881.

For the Honorable,
The Secretary of State.

Copy

New York. Apr. 30. 1881

Hon. Wayne MacVeagh
Attorney General.

Sir.

I return herewith the papers in the case of Frederick Brock and others. It appears from the papers that the offenses therein charged were committed in April 1873. By the then existing statute, the period of limitation was two years in this class of cases. The statute therefore barred any criminal prosecution after April 1875. Unfortunately the offenses were not detected until some time in 1879. It is now too late to take any criminal proceedings.

Yours, Very Respectfully
[signed] S. L. Woodford
U. S. Attorney

wise

ack. and say that the subject will be
in good mt. Write to Mr. Cullen. if
you have any more information of the
affair that belongs
to the
authorities.

NEW YORK
Cable Address
ALEXANDRE
NEW YORK.
MAY 4 1881
RECEIVED
ALEXANDRE & SONS
31 & 33 BROADWAY
New York May 3 1881

Hon. Secty of State
Washington

Sir
May 9 1881

or road

He beg to hand a communi-
cation from J. I. Hibault Esq. of Tuxpan, Mexico. who
is our Agent there -

From our reports from this Agent since some
time, it would appear, that the Am Consul at that
port, instead of encouraging trade between that
port & the U. States - seems to put every obstacle in
the way.

Resptly
J. Alexandre Esq

Tuapam Mexico April 15th 1881

To the Honorable
The Secretary of State
Washington D. C. Sir.

It is with regret that I am compelled to make the following representations to you regarding the vice consul of the United States at this port, Mr W. L. Catlin.

On the 9th day of April, I received a commission from Mr Juan Ghiringhelli of Papantla, distant some sixty miles from this Port, to ship for him three cases of vanilla beans to Bordeaux via New York, as per letter from that gentleman, copy of which, I accompany, marked "A" with its translation.

As I have been known in this port for some eleven years as doing a commission business and having made a large number of consular invoices, I made the set of invoices for this shipment the same as usual, one of which I remit to you marked "B" This Mr Catlin refused to approve, sending me a note, not dated, copy of which, I accompany marked "C"

I then answered him, as per copy accompanying, marked "D", telling him that the owner lived in Papantla and I sent him, Mr Catlin, the letter from the owner, that Mr. Catlin could see that I was fully authorized by the owner to ship the vanilla, which letter Mr Catlin could have kept in his office had he desired to do so, as evidence that I had the right to ship the vanilla. Mr Ghiringhelli is an Italian, not writing very well, and he wrote me in Spanish the language of the country and as I do not know the Italian. This letter, however, was plainly enough written for any one understanding the Spanish, and I have every reason to believe that Mr Catlin had the letter explained to him, but he returned it me with a positive refusal to accept it as satisfactory, and requires of me a duly executed power of attorney, all of which you will see by his letter to me, copy of which, I accompany marked "E".

It was impossible to get any other documents from the owner in time for the shipment, as the steamer "City of Merida" came and left on the 10th Instant, and the vanilla valued at about \$1800⁰⁰ is lying here until this can be regulated in some way.

I would most respectfully represent to you that when the Tuxtepec consular Agency was established, I think in 1872, a Mr E. Owens received the appointment as agent; then a Dr. A. M. Boyd, & then in 1874, I entered into the Office and held it for five years. On 1st Sept^r 1879, Mr Cattin came with the title of vice consul. From 1872 up to the present all invoices made by persons, not owners, have been made, by the person shipping, as "shippers" the same as the accompanying consular invoice was made. Very large quantities of goods have been so shipped in all these years to New York, Mobile, New Orleans, Galveston &c and never has the U. S. Government ordered differently, nor have the Custom Houses at these Ports ever refused to receive them. It is very strange that Mr Cattin should have so received them up to the present, and then act so capriciously as to take the stand he ~~has~~ has taken with me, to the serious injury of Mr Ghiringhelli and, if he continues, to the detriment of our commerce here, because, if the owners of goods, living in the interior, have to send a duly authorized power of attorney, besides his letter of remission, such power, to be legal in this country, must be made in Spanish, then translated into English, as Mr Cattin does not understand this language, (although he has been here about eighteen months (18) all of which will cost from \$16 to \$25⁰⁰ or involve the necessity of each owner to expend that much or more, to come here to make it out before the Consul, apart from the consular fee. All these owners in the interior would have to be constantly expending money, for making these very expensive duly executed powers of attorney, as his letter calls for, and the owners would prefer to ship to Europe, through Consuls who are not so ex-

acting for such unnecessary requisites, particularly as the consular regulations say, "if possible," as quoted in his own letter to me. I would therefore respectfully beg of the Department to inform me and also Mr Catlin, if, by filing the letter of remission from the owner, it will not be sufficient hereafter to fill the requisite of the consular regulations and cover all cases of this kind and so save unnecessary delay and consequent loss to the owner. To the best of my knowledge, Mr Catlin has received invoices from others within a few days, also made out as "ship pass" and without depositing power of attorney.

I have every reason to think that Mr Catlin acts in many cases from caprice and enmity against myself and others and I will trespass on your valuable time to give you a few instances to show you how much injury he is to the commerce and merchants of this Port.

1st I am agent for the Alexandria line of steamers running on this coast. These steamers always carry bills of health to cover their vessels, crews and passengers, but orders came that a Bill of Health should be made to go with each vessel for the hides shipped on board for the United States. This order came while I was consular Agent, and I, as well as other consuls, required that the owners of the hides should pay the fee for each Bill of health, as it was a matter entirely in their particular and special interest. All shippers of hides had always been perfectly willing to pay this fee and continued to pay it for some after Mr Catlin took in charge this office. Suddenly he demanded of me, as agent of Messrs Alexandre & Sons, payment for this fee and when I refused to pay it, he positively refused to give me the papers necessary to dispatch the steamer. I was not willing to ~~not~~ permit him to make this speculation, so I told him he could keep them and the steamer would go without them. When he found he could get no money out of me, he changed his mind and gave me the papers.

By chance Mr Catlin and myself went as passengers on

same steamer to New Orleans, and he had sent on board some destitute seamen. On board Mr. Catlin came to me annoying me very much because he saw that the men were working on board. He wanted me to go to the Captain and tell him that he must not work them, for the Government paid their passages. Mr. Catlin threatened that if the Captain did not cease working the men, that he (Catlin) would go to the New Orleans custom house and direct the Collector not to approve of the Account for their passages. Of course I refused to meddle in the matter, for though I was agent on shore, I had nothing to do with the affairs on board.

- 4 The law requires that consuls shall send all destitute seamen to the United States by first vessel and to nearest port, yet contrary to all my advice to him, he sent destitute seamen on board the Steamer "City of Mexico" Captain J. M. Intosh, to go to New York, when that ship was not going there at all, but on the contrary was going from the U. States, as she was going to Vera Cruz, a Mexican port, where she would be for some days. I called Mr. Catlin's attention to the fact that there were enough American vessels lying in this port going directly to Galveston, Texas, and the Captains were willing to take them. The Captain of the steamer turned the men over to the Consul in Vera Cruz, who received them, though he knew he need not do so, for they came from a port (Tuxpan) where there are more American vessels sailing to Galveston & New Orleans than there are in Vera Cruz. Neither did the Captain of the New York steamer wish to carry them to New York. However the affair had a favorable ending, as the Consul at Vera Cruz, Dr. Froubridge, together with Captain M. Intosh, prevailed on the Captain of the New York steamer to receive the men on board and carry them all the way to New York, really contrary to law.

Notwithstanding all this, Mr. Catlin again sent three or two men on board to go to New York via Vera Cruz. I a-

gains called his attention to the facts that he had no legal right to send men that way, and that there were vessels in port to take them direct to the United States, to go to Galveston & New Orleans, and he ought not to send them to Vera Cruz. I had no ill feeling against the men and that class of passengers do not come under the agent's charge, but they are between the consul and the Captain, yet I arranged for them to go to the mouth of the Tampam river, some 9 miles, they paying for their passage to get there; but the steamer did not come, at same time I told them that the Captain would not receive them on board. The next day, I again called the men myself, awakened them from their beds at 4 or 5 o'clock A.M. and then waited for them at the wharf, until I was forced to go to the steamer and the men were left and they lost the money they had paid for taking them down the day before. I afterwards ascertained that they were so drunk that they could not come. I showed the Captain Mr Catlin's document for the sailors and he wrote a note to Mr Catlin saying that he would not have received them on board had they come.

- 6 After Mr Catlin had accepted my son for a long time, as my representative in all matters pertaining to the agency, as well as other business, in the consulate, one day when I was very ill, Mr Catlin, capriciously took the notion that he would not accept him any more, and had as I was, I had to write him a letter power of attorney which Mr Catlin accepted for a short time, when suddenly he refused to give my son any papers for one, or accept him for one. Now Mr Catlin refuses to give me the papers.
- 4 As the arrival and departures of the steamers are very uncertain, and it is at an open roadstead, it has been customary at the Custom house, Post office, Captain of Port & other officers to despatch the steamers at all hours and on Sundays. I, as consular agent, had always done so, working also on Sundays, so as not to delay the shipping interests, and not detain vessels ready to leave,

particularly as in this country, the Sundays are the principal days for commerce. Mr Catlin has also followed the same principle. In February the steamer was behind time three days, but Mr Catlin told me that he would not close the papers yet so as to give time for other shippers to avail themselves of the delay, but as soon as I received the customary telegram that I should inform him and then he would close the papers and give them to me. I received the telegram at 12 o'clock on Sunday & I went to the Consulate to inform Mr Catlin of the telegram, when he refused me the papers in the most overbearing and insolent manner, saying that the office was closed and he did not know when he would open it. I reminded him politely of our agreement, and told him that he knew I had to start down the river at 3 o'clock A.M. on next Monday morning and again asked him for the papers, and he again said that the office was closed and that he did not know when he would open it. I went on board thinking of the annoyance and inconvenience the agent of the line in New Orleans would have to undergo and the possible delay and damage to the goods that were shipped. When I got on board what was my surprise to find that, after he had refused to give documents to my son and now to me, Mr Catlin sent them out by a destitute seaman who was going to New Orleans. That after Mr Catlin had refused to give me the papers on Sunday at 2 o'clock P.M., he gave them to this man at 3 o'clock Monday morning.

8 I have on file in my office and directed to me by Mr Catlin, a kind of circular, copy of which, verbatim et literatim, I send you with this representation and marked (A) F, showing that he had always and was still willing to keep the office open at all hours to accommodate the shippers, which shows that the man is governed by no fixed principles, no rules or regulations that can be counted upon, but that we must all be subject to any caprice of his (and they are sometimes very malicious)

and very inconvenient, for he springs them upon us some-
 times unexpectedly, for instance this vanilla business, that one
 has not time to remedy the matter, and causes his gentle-
 man great loss, for instead of getting his vanilla the first
 in the market he may be detained indefinitely and lose
 his chance for a good sale.

- 9 We have always been making out three Consular invoices
 for goods not dutiable to go to New York via New Orleans or
 other ports, at which place the goods were despatched and then
 sent coast-wise to New York, thus saving the Customs House
 as well as steamer Agent all trouble of bonds for the des-
 patch of the goods in New York. Whenever the goods pay du-
 ty, I had the four invoices made.

Recently an order came from the department, instructing
 that four invoices must be made referring to inland cus-
 tom houses, as St Louis, Chicago &c. I told Mr Catlin that
 I thought it did not refer to goods not dutiable, landed
 at New Orleans, Galveston &c although they were for New
 York. As this causes more labor to two custom house in-
 stead of only one, and adds considerably to our labor, I would
 deem it a great favor if you would inform me if this is
 the construction the department puts upon this mat-
 ter.

Although I had during my administration insisted on
 the merchants making the four invoices for the dutiable
 goods, I never collected the fee but for three, while I am
 informed that Mr Catlin collected one dollar more with
 the exchange at 20% included for the Mexican dollars.

- 10 For years Messrs Alexander & Sons had paid the tonnage dues
 and have continued to pay them to Mr Catlin, though
 they never had been putting any papers deposited in the
 consulate, for the steamers come & go away in a few hours
 remaining only long enough to change mails passengers
 and cargo. I had construed the regulations that vessels that
 were running regularly were to pay only four times a year
 to mean that they were to pay every three months in ad-

vance and so collected the accounts for tonnage quarterly in advance. The payments were regularly made and I reported them in my quarterly returns for years and the U. S. Government never made a remark against my mode of construction. Mr Catlin continued to do so, but to my astonishment Mr Catlin brought me a circular from the department showing that the four payments must be paid on the first four arrivals at the port. Of course I was surprised at this, for I thought it a very unjust exaction, when a vessel might be wrecked, as were the "City of Havana," also "the City of Vera Cruz" and "City of New York" about the middle of the year, or just after the four payments had been made; or just as quarantine was declared as it was in 1879 for 6 whole months, from May to Oct 31st at New Orleans, and the steamers had to lay up for all this time, or the possibility of the line being drawn off altogether at any time, in any of which cases the Government would be getting pay for which it did not give an equivalent. Besides if the payment has to be made on the first four arrivals, which occur in the space of five weeks, as these steamers run, and on the New York line in four weeks, it would be simpler for the Government to collect it in one payment, and so save writing and entries for the four entries. If I am not mistaken, Mr Catlin collected the tonnage fee, even after the order was issued, directing that these fees were only to be collected in only one port in the same nation and these dues have always been collected at Vera Cruz where the steamers papers are really deposited in the Consulate, as I proved to Mr Catlin by a certificate sent one from Consul Townbridge at that City. I would thank you if you would give me the date of the order limiting the payment to only one port.

In the foregoing representation, you will please notice that I have brought in nothing of my own personal af-

Gains nor those of any other person, but only have treated of such matters as are particularly relating to the business and interests of Messrs F. Alexandre & Sons; for what I, and others have suffered from the arbitrary acts and capricious whims, from his insulting language and ungentlemanly conduct, you cannot imagine. I have limited myself to his acts relating entirely to Messrs Alexandre & Sons' interests, showing that Mr Catlin, instead of facilitating shipments to the United States, may possibly drive all our business to Europe. If Mr Catlin sees proper to quarrel with me, unjustly, it is no reason why, as consul, he should act as he does against the persons I represent, doing them great injury and not me, for in all these acts, other persons suffer, and he does me no harm.

I have the honor to be, Sir

Your Obedient Servant

J. J. Philault

agent for Messrs F. Alexandre & Sons, New York.

I have sent a duplicate of this to the Secretary of the Treasury, as I do not know which department it would properly belong.

~10~
Copies of

Documents to substantiate the representation made by J. J. Thibault, respecting the acts of Mr W. L. Catlin, United States vice Consul at Tuxtepec, Mexico.

Letter from Juan Ghiringhelli of Papantla authorizing J. J. Thibault to ship his vainilla to New York, corrected of grammatical & other mistakes, with its translation into English.

Fr. D^{no} J. J. Thibault.

Tuxtepec.

Papantla Abril 5^o 1881

Muy Señor mío y Amigo

Tengo el gusto de remitir a v^{ra} tres cajas de Vainilla para su embarque para Francia a la consignacion del Señor D^{no} J. M^o de Batiz de Buz. deos para su venta, sin embargo por mi cuenta.

Me pasará v^{ra} la cuenta de los gastos aqui, que remitiré a v^{ra} luego a su casa.

Remito la carga con el Señor Don José Guerrero, y remito la factura de la vainilla. Sin mas, mande v^{ra} el q^{ue} es su afectisimo Amigo y seguro servidor

signed

Juan Ghiringhelli.

me la asegura en Dos Mil pesos (\$2000⁰⁰)

Translation of the above.

Papantla April 5^o 1881.

Mr J. J. Thibault, Tuxtepec, My dear Sir and friend.

I have the pleasure of remitting to you three cases of vainilla to be embarked for France to the consignation of Mr J. M^o de Batiz at Bordeaux (Bordeaux) for its sale, however for my account.

You will pass me the account of expenses, to this place and I will ^{remit} promptly to your house.

I send the vainilla by Mr José Guerrero, and send you the value of the vainilla. Without more at present, you will command your sincere friend and obedient servant
You will insure it for \$2000⁰⁰

John Ghiringhelli

TB

Invoice of the following merchandise shipped by *J. J. Thibault* on board the
S.S. "City of Merida" whereof *J. M. Antosh* is Master, from *Tuxpan, Mexico*, for
New York United States of America, and consigned to *P. Alexandre & Son*
 for account and risk of *Juan Ghiringhelli* of *Papantla*.

G. 4/1/3	3 Three Cases vanilla weighing gross 445 lb. Net 320 lb. @ 5 ⁰⁰	
	Add for expenses	\$ 1600 00 250 00
	Commission 2 1/2%	\$ 1750 00 43 75
		\$ 1793 75

Tuxpan April 9 "1881

J. J. Thibault

Note after sending invoice to Mr Catlin.

It is customary to insure for about 10% over cost of article to cover first cost and after expenses and then have a small margin of profit for general supervision of one's business.

INVOICE DECLARATION.

I, J. S. Richards of TUXPAN, do solemnly and truly declare that I am the owner of the goods, wares, or merchandise in the within Invoice mentioned and described; that the said Invoice is in all respects true; that it contains a full and true statement of the actual market value of said goods, wares and merchandise, at the time when, and place where, the same were manufactured or produced, and of the actual quantity of all charges thereon; that no discounts, bounties or drawbacks are contained in said Invoice, except such as have been actually allowed thereon; and that no invoice different from the one now produced has been or will be furnished to any one.

I further declare that it is intended to make entry of said goods, wares and merchandise at the Port of New York in the United States of America.

Dated at TUXPAN, this 9th day of April 1881
[Signed in Triplicate.]

J. S. Richards

INVOICE VERIFICATION.

I, W. L. OATLIN, the undersigned Vice Consul of the United States of America, for the port of TUXPAN and the dependencies thereof, do hereby certify, that at TUXPAN on the _____ day of _____ A.D. 188 _____ in which are mentioned and described certain the within Invoice numbered _____

amounting with the charges thereon to the gross sum of _____

dollars, was produced to me by _____ in person, the _____ of the goods, wares and merchandise herein mentioned, who thereupon declared in writing, that it was intended to make entry of said goods, wares and merchandise at the Port of _____ in the United States of America. I further certify that I am satisfied that the person making the declaration hereto annexed is the person he represents himself to be; that he is a creditable person and that the statements made therein are true.

Witness my hand and seal of office, at TUXPAN, the day and year aforesaid.
[L. S.]

U. S. Vice Consul.

U. S. CONSULATE,
TUXPAN.
TRIPPLICATE INVOICE.
NUMBER _____
AMOUNT, \$ _____
CONSULAR FEE \$2 50.

note
Note of W. L. Catlin

J. J. Thibault, Sir,

Declaration to be made by the purchaser, or owner or
manufacturer or duly authorized agent of owner &c. for

Signed ~~W. L. Catlin~~
W. L. Catlin

W. L. Vice consul

Note by J. J. Thibault

Received April 9th 1881

D

Mr Catlin

Sir.

As the owner is living in Papantla, I send you
his letter, which I suppose is sufficient to show that I am
his agent. Unfortunately, the gentleman is an Italian and
sends his letter written in Spanish, but, I suppose, it will
be sufficient to show my authority.

In haste Yrs

J. J. Thibault

Tuxpan April 9th 1881.

E

United States Consulate at Tuxpan

April 9th 1881

J. J. Thibault Tuxpan - Dear Sir -

The letter you sent me is not satisfactory. Instructions
449. The declaration should if possible be made by the
actual owner, manufacturer or shipper if the same has
been actually purchased. No agent must be permitted to make
it or otherwise verify the Invoice, without having first fil-
ed with consul a duly-executed power of attorney, authoriz-
ing him to act for and bind his principal.

You are now trying to do what you said on my arrival
caused the difficulty with Mr Macfick, that he shipped
goods without power of attorney.

Wishing you to have this invoice ^{sent} correct I am Sir

Yours Respectfully W. L. Catlin U.S.C.

P.S. I see by letter from owner that he request you to insure for
\$2000 -- and you only make invoice for 1793⁷⁵

INVOICE DECLARATION.

INVOICE V#

~ 12 ~

United States Consulate

Tuxpan February 24th 1881

F

1

J. J. Thibault Esq.

Agent of Alexander Steamers

Sir

Office hours of this consulate

from

9 to 12 A.M.

and

2 to 5 P.M.

Sundays, excepted.

All business - Cash -

If I should know the day steamer is due here, this office will be open late as before to accommodate the merchants that all freight possible may be taken by the steamer.

Yours Respectfully

(Signed)

W. L. Catlin

U. S. V. Consul

Miss

Madam

Washington D.C. May 3^d 1881.

Mr. J. G. Blaine
Secretary of State



File judge John
has been anxious
at the Dept.
to claim
himself

Sir

Some days since

I had the pleasure of an interview with
you in regard to the claim of Captain
Antoine Pelletier for indemnity against
Hayti. At that time I remarked that I should
pass through the City to day, and would call
and see you further in regard to it.

Upon going to the State Department I
found your attention occupied by Foreign
Ministers, and considered not to wait but
to drop you a line. Will you do me the
favor to give this matter the earliest atten-
tion you can consistent with your other
engagements, as it is most likely our Minister
will want to return to the Country in June
to avoid that climate in hot weather.

Permit me to suggest that both Assistant

Secretary Munter and Solicitor O'Connor of
your Department are very familiar with
this case and might relieve you to some
extent of labor in the investigation if
you would call them to your assistance

Very Respectfully

J. Jackson

Miss
FREE PUBLIC LIBRARY.



made

Worcester, Mass. May 3, 1881.

to Hon James G. Blaine,

Secretary of State

My dear sir,

I wish to find an accurate and somewhat full statement of the action was taken by the German government in 1879 regarding the plague which appeared in Russia at that time.

I have no doubt that the information was imparted to the U.S. government by our minister and consuls at the time, but have not been able to find the U.S. documents & sufficient data to contain the con-

res for the ^{me} I try-
less on your ^{kindness} to
have the desired matter sent
to this library. It is
desired ^{by} influential cit-
izens who is making certain
investigations regarding
your venture &c.

very respectfully
yours,

Samuel S. Green
Librarian

To be submitted to the consideration of the Secretary

C.T.

No. 1115. Pennsylvania Avenue



File

Washington D.C. It is deferred to see how

May 3^d - 1881 the Dept can help Mr. Childs

Hon. James G. Blaine

Secretary of State

in the face of the courts decree

and the still stronger reason that he has no paper on file showing any priority with claimants all this ^{in the matter of the controversies growing} out of the distribution of fees in connection with the

awards made by the United States and Mexican Claims Commission in favor of the heirs and legal representatives of Messrs. Parsons, Cournoy and Standish, in which the Attorneys and Claim Agents have been unable to agree, and in which suits have been pending for some time past, I wish to state that these suits were recently disposed of by the Supreme Court of this District by dismissing all the bills, leaving the matters precisely as they were before the suits were commenced.

The decree of the Court is a bare dismissal, and decides nothing as between the parties to the suits, beyond a note of appeal. The Court intimated that G. W. White who purchased from Musser and Pike & Johnson, was entitled to the one half of the money in controversy, and that Porter, and those claiming under him, was entitled to nothing. But this is not embraced in the decree, and is no part of the judgment,

The rights of my client, John Chiles, were, as I think, not given proper consideration; and as the case must ultimately come before you for adjustment, no matter what action the Court may take, I now write you to request that before taking any action I may be allowed an opportunity by you to be heard in his behalf.

He was undoubtedly the party who originally had the claims presented to the Commission, gave all the information in relation to them, and the names of the witnesses by which the claims could be proven, while Musser attended to the taking of the depositions. Chiles does not claim under Porter, but as one of the original parties to the undertaking, and I feel sure that upon a careful investigation of the cases, you will come to the conclusion that very little meritorious service was done in the cases except that performed by Chiles and Musser.

I therefore again request that you will allow me or some one for me to have a hearing before you in favor of the claim of Maj Chiles before any final action is taken in the premises by you.

Yours Very Respectfully

J. W. Denver.

Atty. for John Chiles.

MAIL ADDRESS
"CRYDER"
To: Telegram & Mr. Bingham
May 7. 1881
J. C. Bingham
DEPARTMENT OF THE INTERIOR
RECORDS

Baltimore, Cryder & Co.
 73 & 74 South Street.
 New York May 3^d 1881

the Hon. Jas. G. Blaine
Secretary of State
Washington D.C.

Sir,

The undersigned respectfully represent that they are joint owners with Messrs. Hazaraki of Chinak, of certain "Lands and Warehouses (Godowns)" in the port of Yokohama, Japan, which were built and are being used for the storage of Refined Petroleum, in tin cans and cases only, and such use has continued some two years, until they are informed by Hon. Mr. Kinkaid, the U. S. Minister to Japan, that by orders of the Japanese Government, such use must be discontinued, and all the contents be immediately removed to other warehouses designated by them, entailing thereby great loss and expense upon the owners. They, further, beg to enclose herewith

They, further, beg to enclose herewith
copy of a letter addressed by Messrs
Izadar & Co. Yokohama, March 3rd ult. to
Hon. Mr. Carl Buren, U. S. Consul General to
Japan, reciting the circumstances under
which the property was acquired, and
is being used, whel to ask the attention,

attention

of the Department of State threatens, for a full statement of the reasons whereby the enforcement of such an order would be an act of injustice on the part of the Government of Japan.

They are also informed that the Hon. Mr. Bingham has approved of the order of removal, notwithstanding the earnest protest of Messrs. Frayre & Co, endorsed as we understand by Hon. Mr. Van Buren, and therefore the undersigned deem to submit the matter for the consideration of the Department of State, and to inquire if any information has been received on the subject, and at the same time to earnestly protest against the injustice, such an order would impose, if enforced, and to earnestly entreat the disapproval of Mr. Bingham's action in the matter, so far as he has undertaken to enforce the said order, and that he may be instructed to protect the interests of Messrs. Frayre & Co. and owners in the use of the property for which it was intended.

In any event we protest against being compelled to remove the goods already stored, and ask the protection of your Department in the matter.

All of which is respectfully submitted.

By
Your Obedt Servt
Wm. Frayre & Co.

2
to the authorities and requests made that the government should either provide storage or allow private firms to do so, but without avail.

Under these circumstances we were forced to hold, at a heavy expense, *Yokohama, Mich. 3rd 1881.*

Thos B Van Buren Esq.

U. S. Consul General,
Kanagawa.

Sir,

With reference to the dispatch of Minister Bingham, dated Tokio Feb 23rd wherein you are requested to notify us to remove any Kerosene Oil which we may have stored in our godowns, and for the future to store all shipments of Kerosene received by us, in the government godowns. We must express our great surprise at this notification, involving as it does to us severe pecuniary loss, and a heavy sacrifice of our business interests, and we beg to briefly call your attention to the circumstances which gave rise to our occupying land for the storage of oil.

In the early part of 1879 the government godowns at Yokohama having a capacity of only 70,000 Cases of Oil were filled and there remained neither in or out of the settlement any provision for oil storage. At this time there were several hundred thousand cases of oil afloat and destined for Yokohama.

This situation was repeatedly represented

to the authorities and requests made that the government should either provide storage or allow private firms to do so, but without avail.

Under these circumstances we were forced to hold, at a heavy expense a vessel then in port ^{chartered} as a storage hulk.

On the arrival in May 1899 of a cargo of oil, having filled the remaining space in our hulk, we were obliged to sell and deliver at great loss more than half of this cargo from the ship's side, for the simple reason that we could make no other disposition of the oil. On the arrival of a second cargo in June, there remained absolutely no available space where a cargo of oil could be stored, either afloat or ashore.

Again representing the urgency of our position, we obtained from the local authorities, at the last moment, a year's lease of three unsold lots bordering the Okagawa Canal.

The extremities and expenses into which we had been forced in storing oil afloat were repeated on shore, and we landed in these open fields some 30,000 cases where from exposure to the weather during the rainy season, until proper buildings could be erected, our property was depreciated several thousands of dollars in value.

We here beg to call your attention to the fact that the lease of the land in question was represented to us as a temporary one solely on the ground that the lots were to be disposed

of by Public Auction, ³ no objection being made, or even hinted, to their being used for the storage of Oil; and it is unnecessary to state that as the government godowns were full at the time, we were not notified of any regulations "having the force of law" which would compel us to remove our oil to Nakamura. We have never understood that storage there was compulsory and binding on Kerosene Oil imported into this port, nor have we been notified to that effect until now; on the contrary we were informed at the time referred to above that there was no law to prevent our storing Kerosene where we chose, and our only reason for applying to the Kencho authorities at all, was in order to secure vacant lots at the back of the settlement over which they then had control.

Having obtained a year's lease of the land in question, we erected suitable buildings for the storage of oil, and at the auction held April 1st, 88, we purchased this land together with several adjoining lots to form a square so that the property is bounded on three sides by a roadway of 140 ft and on the fourth by a broad avenue and the Okagawa Canal.

A glance at the map of Yokohama will show how favorably our godowns are situated for storage of oil; and even in the event of fire, how remote the possibility of their endangering other property, either foreign or native. ^{regulations issued by the} Subsequent to this land passing

of by Public Auction, ³ no objection being made, or even hinted, to their being used for the storage of Oil; and it is unnecessary to state that as the government godowns were full at the time, we were not notified of any regulations "having the force of law" which would compel us to remove our oil to Nakamura. We have never understood that storage there was compulsory and binding on Kerosene Oil imported into this port, nor have we been notified to that effect until now; on the contrary we were informed at the time referred to above that there was no law to prevent our storing Kerosene where we chose, and our only reason for applying to the Kencho authorities at all, was in order to secure vacant lots at the back of the settlement over which they then had control.

Having obtained a year's lease of the land in question, we erected suitable buildings for the storage of oil, and at the auction held April 1st, 88, we purchased this land together with several adjoining lots to form a square so that the property is bounded on three sides by a roadway of 40 ft and on the fourth by a broad avenue and the Oiagawa Canal.

A glance at the map of Yokohama will show how favorably our godowns are situated for storage of Oil; and even in the event of fire, how remote the possibility of their endangering other property, either foreign or native. Subsequent to this land passing

into our possession and also subsequent to the expiration of our temporary lease we constructed several godowns and undertook extensive improvements solely with a view to the storage of oil; improvements which have been especially adapted to this article and are not now otherwise available. During the two years we have now held the property, several hundred thousand cases have been landed and passed through our hands without accident and without objection on the part of the authorities - while there have been during this time several fires at the Nakamura godowns in boats lying there.

Our buildings were completed long before the additions were made at Nakamura and we have subsequently continued our improvements and landed and stored several cargoes of oil.

We are therefore, entirely at a loss to understand why at this late date, we should be required to remove our property ^{from a place of safety} to a distant and as we will show highly objectionable locality, and render useless extensive premises, which we claim have been legitimately erected in the course of our business, and not now used in conflict with any regulations issued by the local authorities, so far as we know.

We would respectfully ask your good offices in representing our position to Minister Bingham's favorable consideration, and as a further subject for consideration, would state the reason for preferring our own premises to the

warehouses at Nakamura

The isolated positions of our godowns with reference to the settlement, the harmless character of oil packed in tin cases and wooden boxes has been clearly shown and dwelt upon at length in our communication of Dec 2nd 1880 and we consider it needless to repeat that our premises can ^{not} be shown to endanger in any respect property adjoining them, for it has been fully proved by the fire on the government flatoba, and it is beyond all question that in the event of fire the flames from oil in tin cases and wooden boxes are confined to a very narrow compass, and are easily controlled.

The objections to the Nakamura godowns may be easily shown:

1 They are unnecessarily far inland, which besides adding greatly to the expense of transporting the oil, renders sales more difficult, as the positions of the godowns, selected without reference to those most interested, is equally inconvenient to the foreign and Japanese merchants. The risk of fire there is greatly increased, it having frequently occurred that boats loaded with oil, detained during the night in the narrow canal have caught fire and the contents been destroyed, loss by theft - The great distance through the canal past open fields gives boatmen ample opportunity to break the cases and remove the oil while they are free from Police

supervision, and every cargo thus transported is subject to extensive "leakage" of this character. At Nakamura our property is entirely beyond our personal supervision and it is impossible to give at that distant locality, the attention which we deem necessary to protect our interests.

The additional handling required at Nakamura for stamping purposes occasions extra leakage and loss - If oil In landing oil at Nakamura the cases are first piled in an uncovered enclosure to be stamped by the Custom House officer; While in this place they are entirely unprotected from the weather and many thousand cases have frequently to remain for weeks in this enclosure until quite blackened by exposure.

Insurance too, in this yard is difficult and a source of constant anxiety, where as all oil destined for our godowns is insurable from the moment it enters the yard.

Owing to the faulty construction of the Nakamura godowns, the Insurance companies decline to grant insurance there beyond a certain limit, which limit does not represent the full capacity of the godowns, and it has repeatedly occurred during the past year, that although the Nakamura godowns were not full the insurance companies declined to grant further insurance there, thus leaving the Merchant who is forced to store oil there entirely unprotected against fire - and this position is liable to recur again at any time.

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We know of no regulation of an equitable or legal character which compels us to remove our property from a place of safety and expose ourselves to these inevitable risks.

VIII The rates charged for storage are excessive and out of all proportion to the cost of the buildings and the expense of maintaining them.

IX From the decided preference shown by Japanese merchants to purchase from our godowns and from the extra expenses of transportation and leakage in transit to Nakamura, we make a difference of at least three cents a case in favor of our own godowns, representing a difference of \$3.00 on every hundred thousand cases sold by us.

The removal of the oil now on our premises, some 80,000 cases to the Nakamura godowns would involve a loss of several thousand dollars besides throwing on our hands a large property in land and buildings for which we have no other use than the present one.

It was at the time and is now our firm conviction that in erecting our godowns and purchasing land on the swamps for the purpose of storing oil there, we were acting in the legitimate pursuit of our business and not violating any regulations of the local authorities.

We would ask you to pardon the length of our present communication in view of the important interests we have at stake and beg

to request that you will place our case fully before Minister Bingham, asking his favorable consideration of the circumstances as we have set forth, to the end that our property may be allowed to remain in safety where it now is, and that we may continue to enjoy in the future the free and unrestricted use of our premises for the purpose of storing oil.

We remain, Sir,

Your obedient servants,
 (sgd) Fragar & Co.,
 Managers

Sir, We have been informed that a reward has been awarded to Walter G. Smith, manufacturer of Phila. & Co. for the oil he has sent to you for use of other friends. As we are informed that they have not been awarded, you kindly be so good as to deliver to them or send them a notice to that effect at your convenience.

We enclose you their letter to be sent with the money. We are, Sir, your obedient servants,
 D. A. D.

ADDRESS
T. O. Box 2193.

SHIPPING & COMMISSION MERCHANTS

Office of the

Foreign Carriers.
CUSTOM HOUSE BROKERS.

American Foreign & European Express,

PARCELS, PACKAGES AND MERCHANDISE FORWARDED TO AND FROM ALL PARTS OF THE WORLD,
FAST FREIGHT LINE TO EUROPE.

Chief Agencies.

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LONDON, . . . 52 Lime Street.
" . . . 304 Regent Street, W.
LIVERPOOL, . . . 20 Water Street.
BIRMINGHAM, . . . 3 Albert Street.

DAVIES & CO.,

15 BROADWAY.

Chief Agencies.

DAVIES, TURNER & CO.

PARIS, . . . 19 Rue Bonaparte.
HAMBURG, . . . 18 Admiralstrasse.
ROME, . . . 29 Piazza di Spagna.

REFER TO

123

IN YOUR REPLY



New York 3 May 1881
The Secretary of State
State Department
Washington

Sir, We have been informed that the medal awarded to Walker G. Wilson Co. for their exhibits at Sydney N.S.W. has been sent to you for distribution with those of other firms. As these gentlemen write us that they have not yet received it, would you kindly send it to us for delivery to them or send it direct under advice to us at your earliest convenience.

We enclose you their letter asking us to see into the matter & are

Your obedient servant
David C.

A circular library stamp from the University of California Press. The outer ring contains the text "UNIVERSITY OF CALIFORNIA PRESS" at the top and "NEW YORK" at the bottom. The center of the stamp features the date "APR 29 1981".

WALTER G. WILSON ~~_____~~,
BISCUIT MANUFACTURER,

PHILADELPHIA, Pa., U. S. A

April 28th 1885

PHILADELPHIA, Pa., U. S.

Dear Sirs

In reply to your favor of 27th I should say that as yet I have seen nothing of my medal for the Sydney exhibition.

If you will be kind enough to trace
it up, you will greatly oblige.

Yours truly,
Walter G. Milburn

Handwritten notes on lined paper, featuring mathematical symbols and expressions:

- Top left: $\frac{1}{2} \frac{1}{2}$
- Top right: $\frac{1}{2} \frac{1}{2}$
- Middle left: $\frac{1}{2} \frac{1}{2}$
- Middle right: $\frac{1}{2} \frac{1}{2}$
- Bottom left: $\frac{1}{2} \frac{1}{2}$
- Bottom right: $\frac{1}{2} \frac{1}{2}$

J. F. Murray.

Please file

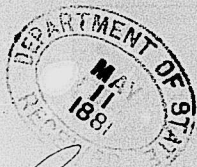
J. B. Murray.

OFFICE OF

United States Draymen,

Appraisers' Store,

Custom House Place.



San Francisco, May 3^d 1881

Very Sincerely
Yours

We received today
and had cashed, check #1478
of Disty Clerk - Morgan, for
\$12.40, in payment of freight
charges on box of books from
Australia destined for Dept of
State said advances for
freight having been made
by us

Very Respectfully
J. F. & J. B. Murray

File
May 21, 81
Mr. Dwight
P. O. Box 58
Ost, Canada
May 3. 1881
To the Dir. Sect. of State, & Pensions
Washington, D. C.

Sir

I am advised by the Asst. Adjutant General to apply to you for information concerning one J. Jacob Terry, a private soldier of the Revolutionary War, of 1775. Enclosed. Please find the necessary instructions for finding the desired information. Let me know if any such name, is on the Records in your Office, or any other, by the name of Terry from the State of N. Y. among the Revolutionary Records. Please answer by return of Mail and address as above. I have the honor to be
Sir. Your Obedt. Servant
R. de Courcy

Copy of Official Document

I Jacob Terry served in
the Revolutionary War in
the 4th New York Regiment
as a Volunteer, under Captain
Barister Colonel Stevenson
was in command of the Regt.
Let me know if further infor-
mation is necessary from me
to enable you to make a comple-
te search of the Records on
file in your Office
W. R. de Lourcey

Terry. J. Jacob,
Stevenson, Cal.
Banister. Capt.

Miss



Ans'd
May 19/81

Wood

Office of the SUPERINTENDENT OF SCHOOLS,

Woodland, Yolo Co., Cal., May 3rd 1881

Mr James B. Blaine
U.S. State Washington D.C. }

Dear sir

Please
inform the undersigned whether the
U.S. Consul at Honolulu, H. I. ~~has~~
reported to your office the death ^{as they} of
H. M. Goins a native of the U.S. and
a resident of California, age 26 years

By giving the desired information
you will oblige

Yours respectfully
Jno W. Goins
Woodland Cal.

Wise
✓ Ack. How persons in distributing them may 11. 881 for. 1881
Treasury Department

made P
May 4th 1881

✓ Books
The Honorable

James G. Blaine

Secretary of State.

Sir:

I have the honor to transmit herewith twenty-eight packages containing copies of the Annual Report of the United States Life-Saving Service for the year 1880, addressed to the several foreign ministers at this capital, and to request that you will cause them to be forwarded accordingly for the information of the respective governments represented.

I have the honor to be

Very respectfully

Miriam Wendover
Secretary

see
HB
Treasury Department,



The Honorable

James S. Plaine,
Secretary of State

*Inform Austria Charge
May 6, 1881
Wm. Meadows*

Sir:

I have the honor to acknowledge the receipt of a letter from your Department dated the *3d instant* requesting that instructions be given for the admission, free of duties and charges, of *one box of shoes consigned to "Morris' European and American Express."*

imported in the *"Herald" from Copenhagen* at the Port of *New York*, for the use of the *Charge'd'affaires ad int. of Austria-Hungary* and to state that, in pursuance of such request, the Collector of Customs at that Port has been instructed accordingly, by letter of this date.

~~Returning the enclosure of said letter,~~

I have the honor to be, sir,

Your obedient servant,

William Meadows

Secretary.

No enc.

wise
1881
TREASURY DEPARTMENT
1880 \$2805
May 4th 1881

The Honorable

JAMES G. BLAINE,
Secretary of State.

Sir:

I have the honor to acknowledge the receipt of a letter from your Department dated the 3d instant requesting that instructions be given for the admission, free of duties and charges, of two cases of Books.

imported in the Steamer "Loring"
at the Port of New York, for the use of
the Department of State.
and to state that, in pursuance of such request, the Collector of Customs at that Port has been instructed accordingly, by letter of this date.

~~Returning the enclosure of said letter,~~

I have the honor to be, sir,

Your obedient servant,

William D. Dickinson

Secretary.

None

Treasury Department.



The Honorable

James G. Blaine
Secretary of State.

May 4th 1881.
J. A. Gordon Bro. & Co.
May 6, 1881
Wm. Williams

Sir:

I have the honor to acknowledge the receipt of a letter from your Department dated the 3^d instant—requesting that instructions be given for the admission, free of duties and charges, of two cases

imported in the Steamer "City of Chester"
at the Port of New York, for the use of
the Department of State
and to state that, in pursuance of such request, the Collector of Customs at that Port has been instructed accordingly, by letter of this date.

~~Returning the enclosure of said letter,~~

I have the honor to be, sir,

Your obedient servant,

William Windom

Secretary.

Naenc

Miss
Counsell

copy to with the books

14 May 81.

Wood

War Department

Washington City

May 4, 1881.



Sir:

Referring to your letter of the
14th ultimo requesting to be furnished
with copies of the publications of this
Department, for the use of a College
of Science at Birmingham, England,
I have the honor to state that the
Heads of the several bureaus of the
Department have been directed to
furnish, for the purpose stated,
copies of such publications as pertain
to their respective offices.

Accompanying, is a copy

of the Report of the Chief of Ordnance
for each of the years, 1877; 1878; 1879,
and 1880.

Very respectfully,

Your obedient servant,

R. M. Smith

Secretary of War.

The Honorable,

The Secretary of State

War Department
Washington City.
May 4th, 1881.

Sir:

I have the honor to enclose for
your information copy of a telegram
from the Commanding Officer at Fort
Bliss, Texas, dated the 20th ultimo, re-
porting that Lieut.-Col. Gallardo of
the Mexican Army accompanied by his
officers paid a visit to that post the
day previous; also that the Mexican
garrison at El Paso will be increased
by troops now en route, to eight hun-
dred men.

Very

Very respectfully,
Your obedient servant,
R. M. M. M.

Secretary of War.

The Honorable

The Secretary of State.

Copy Telegram received

Fort Bliss, Texas.

April 20th 1881.

To A. A. A. General.
Santa Fe, N. M.

Lieutenant Colonel Gallardo of the Mexican Army accompanied by his Officers paid a visit to the post yesterday. The Mexican Garrison at El Paso will be increased, by troops now en route, to eight hundred men. General Fuero will leave El Paso on tour of inspection next week.

Capt. Brinkerhoff.
Commanding.

1st Enclosure
Hqrs District of New Mexico.

Santa Fe, N. M. April 22. 1881.

Official Copy respectfully forwarded to the Asst. Adj. General Department of the Missouri, for the information of the Department Commander.

Capt. Edward H. H.

Col. 9th Cav. Commanding.

Ino Enclosurement.

Headquarters Department of the Missouri
Fort Leavenworth, Kas. April 26 1881.

Respectfully forwarded to the
Adjutant General of the Army (through
Office of the Assistant Adjutant General
Headquarters Military Division of the
Missouri) for the information of higher
authority.

Sg. Ino Pope.

Artillery General
Commanding

Ino Enclosurement.

Headquarters Military Division of the Missouri.
Chicago, April 29. 1881.

Respectfully forwarded to the
Adjutant General of the Army.

Sg. P. H. Hendon
Staff General
Commanding

6342
6225

Copy to Commr. Seestrom
6th May 81. with all documents.

NATIONAL BOARD OF HEALTH,
WASHINGTON, D. C.



Wood
May 4 1881

Hon Wm. Hunter,
2^d Asst Secretary State
Department of State

Sir,

I have to acknowledge the receipt of your communication of the 30th of ult^o transmitting copy of dispatch of U.S. Consul at Geestmunde Bremen-haven relative to inspection of Emigrant ships, and to inclose herewith for transmittal to the Consul a copy of Bulletin No. 42 Vol 2 containing letter of the Secretary of the Treasury relative to fees for inspection, also copy of rules and regulations of this Board with act of Congress of June 2 1879.

I beg that you will call the attention

Copy 2871. D. H. C. 1881
to accompany 44th vol.
document thereon.

April 26. 1881.

Minister Dept of
Cdy.

Forwarded copy of the program from C. R. Smith, Secy. of Dept. No. 1, regarding visit to that part of St. Ed. of all hands of the division being seen. Forwarded by his officers and stating the program and you all be sure will be increased, by these new records, to 1800 more.

Official Copy:

Wm. H. Hunter

Assistant Secretary.

Office of the Secy.

For the Secretary of State.

NATIONAL BOARD OF HEALTH,
WASHINGTON, D. C.

NATIONAL BOARD OF HEALTH,
WASHINGTON, D. C.

of the Consul to the German Regulations of 1854 which impose upon legally authorized agents the duties of inspection of all vessels leaving German ports. Certain of the subjects touched upon in the consul's letter were discussed in the International Sanitary Conference which has just terminated, and are still subject matters for international action and treaty.

Very respectfully
J. J. Turner.

Secy Natl Board of Health

AN ACT

TO PREVENT THE INTRODUCTION OF CONTAGIOUS OR INFECTIOUS DISEASES INTO THE UNITED STATES.

[PUBLIC—No. 10.]

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That it shall be unlawful for any merchant ship or vessel from any foreign port where any contagious or infectious disease exists, to enter any port of the United States except in accordance with the provisions of this act, and all rules and regulations of State boards of health and all rules and regulations made in pursuance of this act; and any such vessel which shall enter, or attempt to enter, a port of the United States, in violation thereof, shall forfeit to the United States a sum, to be awarded in the discretion of the court, not exceeding one thousand dollars, which shall be a lien upon said vessel, to be recovered by proceedings in the proper district court of the United States. And in all such proceedings the United States district attorney for such district shall appear on behalf of the United States, and all such proceedings shall be conducted in accordance with the rules and laws governing cases of seizure of vessels for violation of the revenue laws of the United States.

SEC. 2. All such vessels shall be required to obtain from the consul, vice-consul, or other consular officer of the United States at the port of departure, or from the medical officer, where such officer has been detailed by the President for that purpose, a certificate in duplicate setting forth the sanitary history of said vessel, and that it has in all respects complied with the rules and regulations in such cases prescribed for securing the best sanitary condition of the said vessel, its cargo, passengers, and crew; and said consular or medical officer is required, before granting such certificate, to be satisfied the matters and things therein stated are true; and for his services in that behalf he shall be entitled to demand and receive such fees as shall by lawful regulation be allowed, to be accounted for as is required in other cases.

That upon the request of the National Board of Health the President is authorized to detail a medical officer to serve in the office of the consul at any foreign port for the purpose of making the inspection and giving the certificates hereinbefore mentioned: *Provided*, That the number of officers so detailed shall not exceed at any one time six: *Provided further*, That any vessel sailing from any such port without such certificate of said medical officer, entering any port of the United States, shall forfeit to the United States the sum of five hundred dollars, which shall be a lien on the same to be recovered by proceedings in the proper district court of the United States. And in all such proceedings the United States district attorney for such district shall appear on behalf of the United States, and all such proceedings shall be conducted in accordance with the rules and laws governing cases of seizure of vessels for violation of the revenue laws of the United States.

SEC. 3. That the National Board of Health shall co-operate with and, so far as it lawfully may, aid State and municipal boards of health in the execution and enforcement of the rules and regulations of such boards to prevent the introduction of contagious or infectious diseases into the United States from foreign countries, and into one State from another; and at such ports and places within the United States as have no quarantine regulations under State authority where such regulations are, in the

opinion of the National Board of Health, necessary to prevent the introduction of contagious or infectious diseases into the United States from foreign countries, or into one State from another; and at such ports and places within the United States where quarantine regulations exist under the authority of the State, which, in the opinion of the National Board of Health, are not sufficient to prevent the introduction of such diseases into the United States, or into one State from another, the National Board of Health shall report the facts to the President of the United States, who shall, if, in his judgment, it is necessary and proper, order said Board of Health to make such additional rules and regulations as are necessary to prevent the introduction of such diseases into the United States from foreign countries, or into one State from another, which, when so made and approved by the President, shall be promulgated by the National Board of Health and enforced by the sanitary authorities of the States, where the State authorities will undertake to execute and enforce them; but if the State authorities shall fail or refuse to enforce said rules and regulations the President may detail an officer or appoint a proper person for that purpose.

The Board of Health shall make such rules and regulations as are authorized by the laws of the United States and necessary to be observed by vessels at the port of departure and on the voyage where such vessels sail from any foreign port or place at which contagious or infectious disease exists, to any port or place in the United States, to secure the best sanitary condition of such vessel, her cargo, passengers, and crew, and when said rules and regulations have been approved by the President they shall be published and communicated to, and enforced by, the consular officers of the United States: *Provided*, That none of the penalties herein imposed shall attach to any vessel or any owner or officer thereof, till the act and the rules and regulations made in pursuance thereof shall have been officially promulgated for at least ten days in the port from which said vessel sailed.

SEC. 4. It shall be the duty of the National Board of Health to obtain information of the sanitary condition of foreign ports and places from which contagious and infectious diseases are or may be imported into the United States, and to this end the consular officers of the United States at such ports and places as shall be designated by the National Board of Health shall make to said Board of Health weekly reports of the sanitary condition of the ports and places at which they are respectively stationed, according to such forms as said Board of Health may prescribe; and the Board of Health shall also obtain, through all sources accessible, including State and municipal sanitary authorities throughout the United States, weekly reports of the sanitary condition of ports and places within the United States; and shall prepare, publish, and transmit to the medical officers of the Marine Hospital Service, to collectors of customs, and to State and municipal health officers and authorities, weekly abstracts of the consular sanitary reports and other pertinent information received by said board; and shall also, as far as it may be able, by means of the voluntary co-operation of State and municipal authorities, of public associations and private persons, procure information relating to the climatic and other conditions affecting the public health; and shall make to the Secretary of the Treasury an annual report of its operations, for transmission to Congress, with such recommendations as it may deem important to the public interests; and said report, if ordered to be printed by Congress, shall be done under the direction of the board.

SEC. 5. That the National Board of Health shall, from time to time, issue to the consular officers of the United States, and to the medical officers serving at any foreign port, and otherwise make publicly known, the rules and regulations made by it and approved by the President, to be used and complied with by vessels in foreign ports for securing the best sanitary condition of such vessels, their cargoes, passengers, and crews, before their departure for any port in the United States, and in the

course of the voyage; and all such other rules and regulations as shall be observed in the inspection of the same on the arrival thereof at any quarantine station at the port of destination, and for the disinfection and isolation of the same, and the treatment of cargo and persons on board, so as to prevent the introduction of cholera, yellow fever, or other contagious or infectious diseases; and it shall not be lawful for any vessel to enter said port to discharge its cargo, or land its passengers, except upon a certificate of the health officer at such quarantine station, certifying that said rules and regulations have in all respects been observed and complied with, as well on his part as on the part of the said vessel and its master, in respect to the same and to its cargo, passengers and crew; and the master of every such vessel shall produce and deliver to the collector of customs at said port of entry, together with the other papers of the vessel, the said certificates required to be obtained at the port of departure, and the certificate herein required to be obtained from the health officer at the port of entry.

SEC. 6. That to pay the necessary expenses of placing vessels in proper sanitary condition to be incurred under the provisions of this act, the Secretary of the Treasury be, and he hereby is, authorized and required to make the necessary rules and regulations, fixing the amount of fees to be paid by vessels for such service, and the manner of collecting the same.

SEC. 7. That the President is authorized, when requested by the National Board of Health, and when the same can be done without prejudice to the public service, to detail officers from the several departments of the Government, for temporary duty, to act under the direction of said Board, to carry out the provisions of this act; and such officers shall receive no additional compensation except for actual and necessary expenses incurred in the performance of such duties.

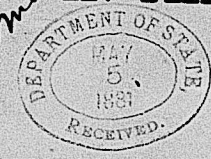
SEC. 8. That to meet the expenses to be incurred in carrying out the provisions of this act, the sum of five hundred thousand dollars or so much thereof as may be necessary, is hereby appropriated, to be disbursed under the direction of the Secretary of the Treasury on estimates to be made by the National Board of Health, and to be approved by him. Said National Board of Health shall, as often as quarterly, make a full statement of its operations and expenditures, under this act, to the Secretary of the Treasury, who shall report the same to Congress.

SEC. 9. That so much of the act entitled "An act to prevent the introduction of contagious or infectious diseases into the United States," approved April twenty-ninth, eighteen hundred and seventy-eight, as requires consular officers, or other representatives of the United States, at foreign ports, to report the sanitary condition of and the departure of vessels from such ports to the Supervising Surgeon General of the Marine Hospital Service; and so much of said act as requires the Surgeon General of the Marine Hospital Service to frame rules and regulations, and to execute said act, and to give notice to Federal and State officers of the approach of infected vessels, and furnish said officers with weekly abstracts of consular sanitary reports, and all other acts and parts of acts inconsistent with the provisions of this act be, and the same are hereby, repealed.

SEC. 10. This act shall not continue in force for a longer period than four years from the date of its approval.

Approved, June 2, 1879.

Wise
Ansd. no more
made
May 7 1881



IN THE COURT OF CLAIMS.

made

May 4th 1881.

John H. Kinkead
Et al.

No 12364

THE UNITED STATES.

To the Hon.

James G. Blaine
Secretary of State.

You are hereby requested to furnish to the Court of Claims, that the same may be used as evidence on the trial of the above-entitled cause now pending in said Court, duly authenticated copies of the papers or documents supposed to be on file in your Department, set forth in the accompanying rule allowed by His Honor Judge Richardson at Chambers.

Your reply thereto you will please return to this Office at your earliest convenience.

By Order of the Court.

In testimony whereof I have hereto set my hand and affixed the Seal of said Court at Washington, this fourth day of May, A. D. 1881.

John Randolph
Clerk of Court of Claims.

In the Court of Claims,
December Term, 1880.

John H. Kinkaid et al. }
vs. } No. 12,364.
The United States }

Motion for call of Department of State.

Now come the Claimants and move
this Honorable Court for a call on the
Secretary of State for any information and
papers on the records of his department
showing whether the sum of \$10,000, or any
sum, was ever paid by the United States
to the Russian government, or the Russian
American Company, or to any one, for Chains,
Anchors, buoys &c laid across the harbor
at the port of Sitka, Alaska, or for the
public wharf at said port. (See Ex. Doc. 125,
H.R. 40th Cong. 2d Sess.,
pages 80-10.)

(signed) John Mullan,
attorney for claimants,
(signed) George A. King,
Counsel.

Custom House, New York,

Collector's Office, May 4th, 1881.

Received by the Hon. Secy of State
May 4 1881
U.S. Custom House

I have the honor to acknowledge the receipt of your letter of the 3rd instant, enclosing a draft for fifty dollars from the Canadian Government, intended for certain Seamen of the American ship "Washington".

The draft is herewith returned endorsed by me as requested.

Very Respectfully,
E. A. Morrill
Collector

Hon. James G. Blaine
Secretary of State

December Form 1570

No. 12,364

John H. Kirkwood, et al.

vs.
The United States.

Motion

for call on Department of State.

Supplement No. 1

John Mullan,
Attorney for claimants.

George A. King,
Counsel.

Inside
✓ Act int. the
May 4 1881



Post Office, New York City, N. Y.

Office of the Postmaster

May 4 1881

Sir:

I have the honor to state, for your information, that the Despatch Pouch from the Department of State, Washington D.C. addressed to the Legation of the United States at London, England, was not received until 9 am. to day too late to be forwarded by the S. S. Gallia as the mails for that steamer left this office at 8.30 am.

The pouch, referred to, will be despatched by Steamer Republic sailing tomorrow.

I am very respectfully

[Signature]
Postmaster

The Honorable
James G. Blaine
Secretary of State
Washington
D.C.

NO. 287 BROADWAY

Hon. Jas. G. Blaine

Secy of State

Dear Sir

I am just in receipt of information from Callao, Peru. that the Chilean forces, have arrested & placed in irons Col. Stephen Chester, an American citizen, a resident of 'Elizabeth', New Jersey, a friend & neighbor of mine. He is now in jail at Callao. He has been in Peru for several years. His ticket, homeward, was about being taken, but before purchasing the ticket, went for a passport, & while at the office was arrested.

The steamer sails from N. Y. Saturday

of this week, could you, by ~~any~~ steamer
line word forwarded to our Minister
Mr. Christy, to examine into the
case & if possible obtain his liberation
or would you telegraph at once, in
regard to it.

Callao being in the
hands of the Chilians, & this act, no
doubt having been done by the military
forces, I am fearful for the consequences
unless some one would interfere in Col.
Chatter's behalf. In fact, would they
not shoot him, even without the chance
of a trial.

I am very truly
Yours,
J. M. Davidson

Dear Sir,
I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the Italian Government, whose name, and title I do not know, and confer in favor, or Mrs. Oliver, who is an aged widow, in indigent circumstances, and my sincere oblige
Very Truly
Yours
D. H. [illegible]

File this with
Mr. Tillingham's
letter regarding (on
brown paper) to the
deputy State
Clerk

Dej Arc. Prairie Col. Ad.
May 4th 1881.

Sir,

Mrs Rebecca Florio, widow
of Matteo Florio, an Italian by
birth, was informed by her hus-
band in his life time that he
possessed an estate in Italy, near
to a town or village called Tors.
The geographical position of which
she does ^{not} know. She asks of you
as the representative of the Italian
Government, to give the nature of the
proof necessary to enable her to
get whatever portion of it that she
is entitled to, and write either to her
or the undersigned at this office.

Very truly, &c.

D. W. Tillingham

Washington May 48.

Wm.
Hon. J. G. Blaine

Secretary



for the sum of

a final adjustment of the matters in dispute between Mr. S. V. White and my client, R. H. Porter, in relation to the Mary Ann Awards & Parsons, Handish and Parsons, I respectfully request that a separate check be made to myself for my fee in those cases on either of them, as per enclosed order from Porter. The original of which may be found in the Department.

I am, very respectfully,
Yours truly,
Wm. B. Updegraff
Att. for Porter.

(Copy)
Original filed in the De-
partment. Feb. 2^d. 1880.

"The Secretary of State
will please pay to W-
B- Matchett Twenty
(20) per cent of all sums
now due to myself on
account of the Award
in the claims of Standish
vs. Mexico and Parsons
vs. Mexico and Connor
vs. Mexico.

(Signed) R. H. Porter.
May 1880."

J. & R. DAVIDSON,
COUNSELLORS AT LAW,
NO. 237 BROADWAY,



*Filed
per order of
the President*
New York, 1881

Elizabeth N. J.

May 4th 1881

Hon. Jas. A. Garfield

President of

Dear Sir

I desire to call your attention, as I have that of the State Dept. to the arrest, wronging & incarceration of a citizen of Elizabeth N. J. by the Chinese forces at Callao, Peru. by Col. Stephen Chester.

Col. Chester was on Gen. Sickles' Staff during our rebellion, he was an officer in our army & is a man of good standing, & excellent family connections. Learning that the life of Col. Chester may be in danger, I respectfully ask that you may order such steps to be taken at once, for his protection.

as may seem proper to you. I again
express my fear for his life, unless steps
are at once taken in the premises.

Will you kindly inform me what will
be done, that I may assure his wife &
child, that he will not be left in
the hands of excited soldiers, & in a
city under martial law.

With very great respect.

Yours very truly
John Davidson

Washington, May 4th, 1881.

Hon James G Blaine

Secy of State



Sir;

I have the honor to enclose

you the following papers.

- 1st Copy of protest of Capt Paulham
of Brig "Milo" after discharging at
Matamoros upon his return from
Vera Cruz.
- 2nd Duplicate certificate of the Custom
house officer of Halifax N.S. of owner-
ship of the registry of the Brig "Milo".
- 3rd Copy of Certificate of French Consul at
Vera Cruz.
- 4th Statement of French Officers regarding
goods taken from the "Milo" at Vera
Cruz.

5th Copy of Capt Faulkner's receipt for
money to refit and enable brig "Hilo"
to return to Matamoros
6th Copy of Certificate of the British Con-
sul as to the tonnage and registry of
the brig "Hilo," and request that the
enclosed papers may be forwarded to the
American & French Commission (mixed) now
in Session at Washington D.C.

Very Respectfully

John S. Key

Attorney for Humphreys & Matthews

Miss



File copy of
Washington D. C.
May 4 ~ '81
Mr. James G. Blaine
Secretary of State

Sir, The undersigned respectfully represent that they were the original Counsel of La Alra el Oro Mining Company in the prosecution of the claim & recovery of the award of that Company against Mining before the Mixed American & Mexican Commissions & that there is now due to the undersigned, & they are entitled to receive the sum of seven thousand & thirty-four dollars, now in your custody & payable on said award out of the monies paid by Mexico to your predecessors.

The Act of Congress of June 18th 1878 providing for the payment of the money in the awards against Mexico, authorizes the Secretary of State to pay rateably to the persons, respectively, in whose favor the awards were rendered, or to their legal representatives or assigns. The payments were required to be made to the persons showing themselves entitled thereto.

Now, the undersigned, by their original Contract on file in the State Dep. show themselves to be entitled to five per cent on the amount of each award not paid

by Mexico applicable to the award of
La Abra Silver Mining Company. And the
above sum of \$4034. - is the amount, or rather
the balance, due them out of the instalments
heretofore paid by Mexico. This is Claimed,
& the undersigned most respectfully ask
Your Honor to pay the money over to them
as the assignees of La Abra S. M. Company.

That they are entitled to this money
is Capable of demonstration. The Company
contracted to pay them said five per cent. &
in the Contract appropriated that amount
of each instalment to be paid to them. This
was substantially & in law an assignment
pro tanto of the fund to the under signed.
An assignment is not required to be in any
particular form. Any words of an instrument,
which admit or appropriate a fund, or any
specific amount of a fund to a person
designated, constitutes an assignment.
I will on Assignment (Third Edition) p.
157, says, that Chief Justice Gibson
remarked that an assignment of a chose
in action of a fund need not be by any par-
ticular form of words, or particular form
of instrument. It may be a simple appropriation
of it to a particular use, by any writing
whatever, is an assignment, or what is
the same, a transfer of the ownership."

Now, the language of the
Contract of La Abra Company against
in this regard is the following:

"We hereby agree on behalf of said Company and for
ourselves that said attorneys shall be paid by said Com-
pany the sum of five per cent. on the amount of the award
heretofore rendered in favor of said Company, payable as
follows, to wit: Five per cent. on each instalment paid
on the award as the same is paid to the Company by the
Government," &c.

The five per cent. is made payable to the attorneys as the
same is paid to the Company. The time and manner of the
payment to the attorneys are here specified. The time of
payment is when the instalment is payable to the Company,
and the manner is to be the same as the payment by the
Government; that is, when the instalment is paid to the
Company, and as it is paid, the five per cent. shall be paid
to the attorneys by the Government. The manner of pay-
ment to the attorneys must be the same as the manner of
the payment to the Company. The manner of payment to
the Company is payment by the Government when due, and,
therefore, the manner of payment to the attorneys must be
the same; that is, by the Government. It would not be the
same, and as the Company receives the payment, unless the
Government paid over to the attorneys as it paid the instal-
ment to the Company. It is not required that there should
be a double transaction; that is, that after the Government
shall pay over to the Company the Company shall then make
payment to the attorneys. This would not be making the
manner and time of the two payments the same. In other
words, it would not be paying the attorneys "as" the pay-
ment was made to the Company.

The attorneys' compensation to be paid by the Company
was fixed at five per cent. on the whole amount of the award.
This fixed the total amount of the fees, and it was to be re-
ceived as the payment of the Company. But the subsequent
language of the instrument prescribing the time and manner
of the payment to the attorneys fixes the time as simultane-
ous with the payment of each instalment to the Company,
and the manner as the same as that of the payment to the
Company, which was to be by the Government as a part of
each instalment. That is, the Company agreed that the
attorneys should have their five per cent. in the same
manner and as the instalment was paid over to the Company.
The object of the contract was payment and security to the
attorneys for their services. Construed with reference to the
purpose and object of the contract; therefore, the inten-
tion of the parties was manifestly that the attorneys should
be paid simultaneously and by the Government when paying
to the Company.

Any other construction might enable the Company, if not
solved, to cheat the attorneys out of their fees. The fair
intention of the parties was equity and security in the pay-
ment of the compensation. Attorneys do not intend to
make contracts which will enable their clients to defraud
them out of their fees.

That the undersigned have a
lien upon this fund, & that the contract
amounts to an actual assignment to
them of the fund is fully sustained by
the official opinion of Chief Justice,
announced a few days since in the
Supreme Court of the District of Columbia,
upon this very case. In the case of Wentley
v. Stanton as Ga. Abira Company & others
in relation to this very fund, Judges
Thyler & Wagner, not denying either
the lien or the assignment of the fund
to plaintiffs concluded that the Court
could not take jurisdiction over the
fund in order to adjudicate thereon.
But Chief Justice Carleton held that
the Court had jurisdiction over the fund,
& he went further, & declared that the
lien & also the assignment were
beyond doubt & undeniable.
A copy of this opinion of Chief Justice
Carleton is herewith submitted to
your honor.

The fund here in question was
received by your predecessor Mr. William
J. McAdams, when the balance of the
5th instalment was paid over to Ga.
Abira Company.

With great respect &c.

J. W. Bartley

Att. Gen.

W. Bartley
Geo. P. Stanton

Supreme Court of the District of Columbia,

In Equity, sitting in General Term.

IN THE CASE OF BARTLEY & STANTON

vs.

LA ABRA SILVER MINING COMPANY AND OTHERS.

CHIEF JUSTICE CARTER'S OPINION.

I cannot concur in the opinion just announced, although there are some troublesome matters involved in the questions presented here upon which I can conceive how gentlemen of the profession may differ in opinion.

The case presents an indebtedness, not of the United States, but of Mexico, to the La Abra Company. That Company preferred a claim against Mexico for having been dispossessed of a silver mine. The claim has ripened into a judgment in favor of the Company and against Mexico before an international commission.

Although this took place under a treaty between the United States and Mexico, the claim was prosecuted by the Company at its own expense and in its own name, and for its own benefit, and the award settled the question of the indebtedness of Mexico, and not that of the United States, to the Company; and the money which is paid over is the property of Mexico, to be applied to the payment of this indebtedness of Mexico to the Company on the award. The United States

is only made a medium through which Mexico pays off a judgment against that country obtained by this Company.

To say that this award became a debt against the United States, and that the money paid by Mexico to satisfy the award became the property of the United States, would be hair-splitting to defeat a remedy, and in its results might protect the Company in a fraud upon its counsel. A part of the money has been paid over by Mexico, and the other part is payable in future, but entirely dependent on Mexico's compliance with the award. If Mexico should make default, the Company could not claim payment by the United States. I do not understand that this Government has entered into a solitary obligation to pay the debts of Mexico. The claim having been adjudicated by an international tribunal, and put into a final judgment, nothing is left in doubt about it. It is *res adjudicata*. Nothing remains to be done. It has gone into fruition in judgment as unlike a claim against the United States as contrast can make it.

The Company, in reply to a bill in chancery to make them pay over the fees that they agreed to pay, for obtaining the judgment, to professional agents who faithfully and successfully discharged their duty, say, "Let us have this money, and take it to New York; you have no jurisdiction over it here." Is such a defence calculated to satisfy the conscience of a court of equity? I think not.

Much has been said about the fictitious character of the claim prosecuted by this Company, enough to make Mexico hesitate and remonstrate, and ask the tribunal, and the sovereign parties to the treaty under which the tribunal was created, to reconsider, upon the ground that the claim was false, fictitious, and fraudulent. But the award was maintained as final and conclusive under the treaty. Here you have, then, a claim sanctified by judgment, and you have here the professional gentlemen who procured

it, and who set forth in their petition that they were the *original* counsel for the Company in the prosecution of the claim; that they performed their duties fully and recovered the award, and that afterwards they appeared and reappeared for this Company to maintain the judgment through a series of years, and that they successfully sustained the integrity of the award as final and conclusive against repeated efforts of Mexico to set it aside as a fraud upon that government.

Now, this appears to be *the nature* of the case before us. And the plaintiffs claim a lien upon the fund thus recovered by them as the fruits of their labors. The doctrine of the lien of attorneys upon the funds recovered by them is almost as old as the common law, and is well established in this country by the highest judicial tribunals. And this lien could not have been lost by the fact that the plaintiffs had a written contract fixing the amount of their percentage, and an assignment of it to them. I do not think *that* a matter of doubt. And the existence of *this assignment* to the plaintiffs strengthens the argument for the lien. It is manifestly in vindication and aid of that lien; and while you may help a lien by an assignment, you can destroy it only by substituting some other or collateral security in its place. So that, in my view of the case, I treat these parties here in equitable lien upon the fund—very equitable—and that fortified by *an express assignment*. They ought to be paid, and the last person to remonstrate against this, in a court of equity, ought to be the party that has been benefited by their labors.

Now this is the equitable outlook of this case as it appears to me. And these are my convictions, and being paramount I propose to follow them.

It is said, however, that notwithstanding the plaintiffs collected this fund; notwithstanding they sustained the relation

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of attorneys in the process of its creation; that notwithstanding as between them and other private citizens they would have a right to come into this forum and obtain relief, yet that they cannot have it here by reason of the interposition of the Government; that the Government, whose duty it is not only to aid, but also to provide for, the administration of justice, is here the obstacle in the way of reaching justice between the parties. This appears to be the primary objection. And it is argued that there is no fund here by which to create jurisdiction in the absence of personal process; that the *rem* cannot be pursued because it is not here within our jurisdiction, and it is urged in support of this that the Treasury of the United States is not here because it is everywhere! Now, it might just as well be argued that the Almighty is not here because He is everywhere; that He presides over everything and everybody except the citizens of the District of Columbia! that the sun does not shine here because it shines everywhere; that inasmuch as the sun covers the whole United States, even in their darkest spot, therefore it does not shine in the District of Columbia. Now, this is the argument about the non-presence of the Treasury in this jurisdiction; that because it exists everywhere therefore it does not exist in the District of Columbia. Now, that is not the ordinary construction given to omnipotence or omnipresence, but the very contrary of that presumption transpires. If the sun shines everywhere it shines upon everybody. That is the presumption. It is a mathematical conclusion, too—an inevitable inference, or rather an irresistible fact. I, therefore, treat the fund, whatever it is, as here, whether belonging to the Treasury of the United States in its own right or to the United States as a trustee, or to Mexico in its own right or its agent as a trustee; for the Secretary of State in this matter becomes in one sense the agent of Mexico rather

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than that of the United States, in my judgment. The Secretary of State is paying a judgment, a debt against Mexico, with the money of Mexico, and it is the Secretary of State and not the Treasurer of the United States that pays the money. He is authorized by a special power of attorney enacted by Congress to do it for the Republic of Mexico. Congress has said to the Secretary of State by the law: You may receive from the Mexican government and pay over, to whom? To the United States? No. Pay over to the creditors of Mexico on the awards against that government rendered by the International Commission.

Now, ordinarily a man becomes the agent of the party whose money he handles, especially when he pays the debt of that party with it. At any rate, the agency is limited, and the United States is *not* *beneficially* interested in it. It is limited to the party who furnishes the funds and the party who is to receive the funds; and the instructions of the power of attorney here given to the Secretary of State is to receive from the Mexican government and to pay out to the actual beneficiaries of the awards of the Commission that resolved the claim into judgment. If, after Mexico has paid the money to the Secretary of State, and before its payment on the awards, anything should occur to abrogate the obligation of Mexico to satisfy the award, the money would of course have to be paid back to Mexico.

Now, in this view, the case is disembarrassed of much of the trouble. We have a judicial branch of the Government, and an executive branch. They are co-equal—each supreme within its sphere—and it is not within the power of one to usurp the functions of the other. Nothing is better settled than that these departments will let the jurisdiction of each other alone, and each reciprocally respect and pay deference to the peculiar province of the other. There is no necessity here for either one to *toady* to the other. And where a

fund for distribution to private parties is held by an executive department, and there is a controversy as to which of the parties is entitled to it, there may exist a matter for adjudication by the judicial power. And whatever subordinates may say, the head of the executive department having the responsibility will always be relieved and aided by the settlement of the controversy by adjudication in court. It is a mistake to suppose that this would be an inconvenient or troublesome interference with an executive department. It is a positive aid to the executive officer, as he is not provided with the means of adjudication of such controversies between parties. And from the earliest periods of our Government the executive departments have invariably paid respect to, and been aided and governed by, the judgments of the courts in settling the rights of parties.

Now, if this fund were the treasure of the United States, and in the common funds of the United States in the Treasury as the property of the United States, yet it would not be beyond the reach of the judicial authority in the protection of the rights of parties entitled thereto. I do not admit the doctrine that we could not send a mandamus after funds in the hands of an agent of the Government who refuses to pay over to the party entitled thereto. But that is made to depend on another question, and that is whether the executive act has been so far performed that the payment of the money is simply a ministerial act remaining to be performed. If the fund has been dedicated to a specific object, if the law has authorized it to be taken out of the Treasury, and nothing remains to be done but the ministerial act of paying it over, the agents of the executive department are amenable to the judicial authority, and cannot refuse to perform the duty of paying over the money. The judicial authority may thus enforce the rights of a citizen by pursuing them into the executive branch of the Gov-

ernment where nothing remains to be done by the executive but the mere ministerial duty under the law of computing the amount and paying over the money. And if there be any value in the decisions of the Supreme Court of the United States, in principle touching this matter, it is to this effect.

But in this case we do not have to go that far to protect the rights of these plaintiffs. Believing that this fund is not in the Treasury, that it does not belong to the United States; believing that it would be a perversion of the award to pay the money into the Treasury of the United States; regarding the act of Congress as a power of attorney to the Secretary of State to receive the money from Mexico, and pay it over to the use of Mexico by applying it on the awards against that government; and regarding the money as the property of Mexico, held *in trust* by the agency thus created, and to be paid over *to the use of Mexico*, I have no difficulty in telling this party obtaining the judgment against Mexico to pay their attorneys who procured it. And this does not confound or confuse the question of co-ordinate and independent powers in these two distinct branches of the Government.

If this view of the case be mistaken; if it be true that this award is an indebtedness of the United States to the plaintiffs, as assumed; if it be true that this is an obligation on the part of the United States to be performed in *their own right*, the question would be presented in a different form. But it is clear, that in these matters of international commissions, the Government comes in as a protector and guardian of its own citizens to enable them to recover their rights from a foreign nation; so that the United States here was acting in a *fiduciary relation* to the citizen, and the money recovered was that of the citizen, and not of the United States. This is the *true nature and spirit* of the af-

fair, and in a court of equity it can be viewed in no other light.

The District of Columbia has been the theatre of all the transactions of this International Commission. The treaty was made here, and was for the benefit of *private parties*, and the Commission was held in the District of Columbia. The awards were made here, and were made matters of record here in the State Department. The money was required to be paid to the Secretary of State, who is here, and the money is payable at the State Department in the District of Columbia, where the Secretary, the custodian of the money, is located. The plaintiffs sue for their fees in the location where the fund is required to be received and to be paid out, and the Company, *not denying the justness of the debt*, object on the alleged ground that the money is *not here*, but in New York; and ask that the injunction be refused, in order that *their attorney here* may be allowed to receive the money *here and transmit it to the Company in New York!* If the plaintiffs should go to New York and attempt to reach the fund by legal process there, the Company would doubtless object that the money was *not payable in New York*, and that the custodian of the fund, the Secretary of State, was *in Washington*, and not within the jurisdiction of the court in New York! Now, is this the way to administer justice and protect the rights of citizens in a court of equity? Are we to sit here as a court of equity to split hairs to find some ground to *avoid* doing justice, and leave the rights of the citizens unprotected? If the fund be here, as in contemplation of law it must be, then, by publication, the beneficiaries of the judgment, (the Company,) according to the statute which has been read, are made party defendants here, and we have full power to enforce the plaintiffs' lien on that ground alone, without looking further.

I cannot see any difficulty in the way of maintaining the

jurisdiction of the court, and I cannot consent to refuse the aid of the judicial authority to protect the undeniable rights of the citizen, even if it be in the District of Columbia.

It is said that confusion may grow out of that. Not if proper distinctions be made. But great injustice may grow out of the contrary course. If parties come before an international commission in the District of Columbia, (for that has been the place of this whole transaction, *judicially* and *locally*), and prosecute a case under grave charges of fraud, and, after having obtained judgment, continue the services of their *original counsel* for a series of years to maintain the award against multiplied charges of fraud, and then, after having succeeded by the skill and labors of their attorneys, turn around and say to them, "You can't have your compensation, because we don't live here," and take away the entire fund *without settling with them*, it will lead to gross injustice, and encourage fraud and wrong. But, in one point of view, it might lead to good results, because, *if this thing can be practised*, it should deter gentlemen of talents and efficiency in the legal profession from engaging their services to benefit *such a class of men*. If the experience of this court is worth much, the legal profession should soon learn to guard its members against dishonest clients as well as dishonest claims. About ten per cent. of the time of this court has been taken up in proceedings to arrest the attempts of parties who have recovered claims to get the funds out of this jurisdiction and beyond the reach of their attorneys, in order to avoid settling with them. That has been an interesting and extensive field of adjudication here, especially for the last ten or fifteen years. And it might do good if this experience could induce members of the legal profession to employ their energies and learning in a different line of enterprise. If that end could be worked out, I am not certain but that they had better all be

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cheated out of their compensation for their services, how-
ever valuable.

But I will not give my consent, however, to the wrong
here attempted by the defeat of this claim for compensation
for services, which were continued through a series of years,
and which secured the recovery of a large sum of money
from Mexico to the La Alca Company. The claim of the
plaintiffs here set up is indubitably and honestly a fair one,
which the Company has since the recovery recognized, and
which it cannot, in common honesty and a due regard for its
own interests, refuse to pay, and I do not believe there is
any impediment in the law to enforce it within this juris-
diction.

D. E. GASTON,

Chief Justice.

Wrote
Wrote Winship Bros. & Gore,
Oct. 17
Adjusters of Averages, and Insurance Brokers,
70 STATE STREET,
Boston. *May 4th 1881*

J. P. C. WINSHIP.
F. LYMAN WINSHIP.
THEODORE W. GORE.



Wrote
5th Aug.
Oct. 17
Hon. James Blaine
Secretary of State
Washington D. C.
U.S. Dept. of State
May 12
copy to St. Thomas
May 12
Dear Sir

The crew of the "Nellie Scott"
(Sch.) are here with drafts on the owner for
balance of wages as approved by the U.S.
Consul at St. Thomas. The owner refuses
to honor the drafts on the ground that the
amounts include amounts for which they are
not liable. We shall not charge the crew
for our services and therefore have no interest
except to favor them in this way.

It appears by the papers in our pos-
session that the "Nellie Scott" sailed from
Sunderland and soon after sprung a leak which
increased to such an extent that they were
forced to put into St. Thomas where her cargo
was discharged and she was repaired and

the inspection of two Underwriters Agents and pronounced by them seaworthy for the voyage intended. She was then loaded but made so much water that the crew complained to the U. S. Consul and he called a leak and the cargo was discharged and the vessel was condemned and sold. The proceeds of sale were not sufficient to meet the expenses on vessel. The underwriters on cargo advanced \$4,860.71

The charges on vessel above were by 1600.

Net proceeds of Hull materials 753.18

The Consul and Captain used the greater part of this \$753.18 and the underwriters on cargo paid about 1600. of the special charges on vessel. There was nothing saved to the owners of vessel.

The objection raised by the owner of the vessel is that the U. S. Consul has credited in the draft two months extra wages to each of the crew and retained one months extra pay. That if this one months extra pay was rightfully retained by the Consul, he should have paid the crew's passage home or refused

Winship Bros. & Gore,

(Successors to Dixon & Winship and Winship & Gore)

Adjusters of Averages, and Insurance Brokers,

70 STATE STREET,

J. P. C. WINSHIP.
F. LYMAN WINSHIP.
THEODORE W. GORE.

Boston, May 4th 1880.

it to the owner of the vessel. He failed to do either.

Charles Wilson, one of the crew entitled as follows. 10 1/2 ms. @ 20. 210.

Less received at Surinam 36.07
173.93

2 months extra pay 40
213.93

Received at St. Thomas 90.-

From this 90.-

The consul deducted

Board 0.
Passage home 18.
Groceries and 2 26 84.
Draft on owner 123.93

Wm. Mellett

Total wages as above (not including the two extra months)

10 1/2 ms. @ 20. 210.

Recd. at Surinam 30.84
177.16

2 months extra 40
217.16

Recd. from W. S. Consul 90
Draft on owner 129.16

The Consul deducted from the \$90.-

Board	6.-
Passage home	18.-
Consul's fee	2 28 64.

You will see by the foregoing that the U. S. Consul charged 3 extra months wages, retained one months pay - yet charged each of the crew their passage home.

The Consul sent a statement (duly certified by him,) to the owners, which was signed by the purchaser of the "Nellie Scott" in which it is stated that the purchaser intends dismantling the vessel and sell or give away the hull. This shows that the vessel was beyond reasonable repair.

John Babson U. S. Shipping Commissioner has considered the owners of the "Nellie Scott" not liable for the three months extra pay. One of our leading Admiralty lawyers has considered the owners not liable.

• We have now to ask

- 1st Are the owners liable for the 2 mo. extra pay?
- 2^d Should the Consul refund the 1 mo. pay retained?
- 3^d If the Consul refunds should the owner or seaman receive it.

Very truly yours Winthrop Ross & Gore.



TO THE HONORABLE SECRETARY OF STATE

New York, 4th day 1897

Mr. James F. Blaine,
Secretary of State,
Washington, D.C.

Gentlemen:

My dear Mr. Blaine,
I beg to call your attention again to the English Government's attitude with reference to the "Sail No. 1" in circulation in Ireland. The matter is most urgent, and we hope you will give it your immediate attention.

Kindly we have experienced every day, serious results from the unremitted interference, and would urge you by all means to see that we may have a clear understanding of the position.

Yours faithfully,
The "Sail No. 1", between

If it has not so failed, despite the appearance to the contrary, then it is only right that the "Sail No. 1" be removed if it is right as an American vessel.

Hoping you will see that there is no delay in bringing the subject to a satisfactory end.

I am, dear Sir,

Very truly & respectfully, Yrs.

Aug. E. Ford, Jr.
Pro Patria & Pro

Wade
No. 10
Office of **THE NEW YORK WORLD** Spruce St.

New York, May 4, 1881.

Hon. Jas. J. Blaine.

Wash. - A cable
dispatch just received from
our Dublin correspondent,
Mr. Thomas Brennan, Secre-
tary of the Land League, states
that no Irish words have
been received in Ireland
for two weeks. Is not this high-
sounded? ~~But~~ or just feared
a letter to you and send this
as a supplement - A. E. Ford

the number of copies sent from the
Office directly by mail, the number
produced here by subscription and
sent home to friends, and the number
forwarded to libraries, viz. the in-
crease more largely than all the
papers published in Ireland. So you
will see that the work is no more
a small matter.

Coming directly after the
series of letters in the Review of
deeds and reforms, published in
by the Committee of the Government,
the cable dispatches and answers
made in the English journals that it
has been decided to issue the Irish
Hall in transit at Westminster,
have all the evidence of truthfulness
of the British Government has been
decided in violation of the protest
made, it is a question of the
infringement of international rights
for the action of State Department.

Miss
File

Rocke



Albany May 4, 1881.

Hon James G. Blaine
Secretary of State

Sir

At a regular meeting of the Irish National Land League of Albany composed of American Citizens, the undersigned were appointed a committee to communicate with you in relation to the imprisonment by the British Government of Michael J. Boynton, an American citizen. We would respectfully call your attention to the fact that Mr Boynton, was tried with Mr Cornell & others, & although the Government had the assistance of eminent counsel, they failed to convict him, thereby admitting that he had committed no offense against the law. Failing in the Courts, the Government has now imprisoned him without trial, in direct violation of the constitution of the United States, which says that no citizen shall be deprived of his liberty without due process of law, and as Mr Boynton is an American citizen, we respectfully request that you will take such steps as will secure to Mr Boynton the protection the Constitution gives all citizens of this Country - Hoping his case will receive your earliest consideration we remain Sir

Very respectfully
Your obedient servants,

Daniel Harlan

Wm. H. Foxworth

John Thornton

Daniel G. McGowan

Edward P. Murphy



Order
May 4th 1881

Hon James S. Blaine
Secretary of State Washington D. C

At a meeting held at Paterson N. J. April 24
under the auspicious of the St Marys Land League
the following resolutions was adopted.

Whereas England in the arrest of Michael P. Boynton
an American citizen has been guilty of a violation of
all natural rights and of those guaranteed under its
so-called constitution and with ~~and with~~ an entire
disregard of all international law and all forms of
international comity Resolved that we request the
Secretary of State Hon James S. Blaine to use his
influence and urge upon the President and his
Cabinet the necessity of prompt and decisive action
for the release of our fellow citizen Michael P. Boynton

Committee on Resolutions

John J. Mc Cormick
Martin Ross
Richard Quinn

Paterson N. J. April 27. 1881

4.
Loring
Agent Station
May 11. 1881
Am. Bonds



Navy Department.

made

Washington 3^d May

1881.

Con:

James G. Blaine,
Secretary of State.

Sir,

I have the honor to acknowledge the receipt of your letter of the 3^d instant, and, referring to the note from the Legation of Italy, to inform you that the name of Antonio Doffici appears on the rolls of the M. S. Steamer Quinnebang for the last quarter, and no notice of his death has been received by this Department. The Quinnebang left Gibraltar yesterday on her way to New York.

Very respectfully,

William A. Wood

Secretary of the Navy.

56222 Sub. Cu.
will



made
Post Office Department. In Hood

Washington, D.C., May 5, 1881.

Sir:

I have the honor to acknowledge the receipt of your letter of the 2nd inst. informing me that the United States Consul at Valparaiso reports that he has received official notice of the entrance into the Postal Union, from April 1st, ult., of the Republic of Chile.

Information of the admission of Chile to the Postal Union Convention to date from April 1st, 1881, had already been communicated to this Department through the Swiss Postal Administration.

I am, very respectfully,

Your obedient servant,

Hon. Jas. G. Blaine, & Thos. L. James,
Secretary of State & Postmaster General.

Recd
Inform Portuguese Minister

Mader

Department of Justice,

Washington,

May 5, 1881.

Hon. James G. Blaine
Secretary of State.



Inform Portuguese Minister May 12. 81
per Bland

Sir,

On the 11th of last month papers were forwarded to this Department by your predecessor, Honorable William M. Evarts, in an application to The President for the pardon of one Adolphus Maine, otherwise Adolphus Mendez, otherwise Adolphus Mendez, and were, the same day, referred to the U. S. Attorney for the Southern District of New York, for report as to the facts, and his opinion, as also, that of the Judge who presided at the trial, as to the expediency and justice of granting the application.

Herewith are enclosed a copy of the report of the U. S. Attorney, and, also, of the opinion of Judge Benedict, for communication to The Viscount des Azevedas, the Minister for Portugal, by whom the papers of application were transmitted to Mr. Evarts.

As stated in the report of the U. S. Attorney and the opinion of Judge Benedict, the case does not seem to the Department to justify the issue of a pardon.

Respectfully,

Oliver MacBeath

We sent it to President 5 mar 81-

Attorney General.

C O P Y .

Office of the United States Attorney,

For the Southern District of New York.

New York, 22 Mch. 1881.

Honorable

Wayne MacVeagh

Attorney General

Washington,

D.C.

Sir:

I herewith return all papers received by me in the matter of the application of Adolphus Maine for executive clemency also transmit the opinion of Judge Benedict who presided at the trial as requested by you.

In answer to your request for my opinion as to "expediency and justice of clemency in the premises" I have to say:

That Maine was tried under Sec. 5339 U.S. Revd. Stats. for murder on the high seas Indictment found Dec. 7th 1880— verdict guilty of manslaughter Dec. 20-1880 and sentenced Dec 24, 1880 to six years hard labor Albany Penit. That in fixing upon term of sentence the Court thoroughly considered the recommendation to mercy made by the Jury and all and every ^{possible} extenuating circumstance in the case—

That the punishment inflicted was exceedingly merciful for the nature of the offence—

That it is not true that Maine was defending himself from the attacks of the Boatswain when he struck the fatal blow, but on the contrary the Boatswain's back was turned toward Maine when he (the Boatswain) was killed—

I am unhesitatingly of the opinion that it would be unwise to grant a Pardon in this case, and believe that such action would tend to make more insecure the safety of life and limb on the high seas—

Very respectfully

(Signed) Stewart L. Woodford

U.S. Attorney

(Enclosure)

C O P Y .

New York, March 21st 1881.

James A. Carfield,

President of the United States,

Sir;

The Attorney for the United States in the Southern District of New York has laid before me papers relating to the application for the pardon of Adolphus Maine, with the request for an expression of my opinion in regard to the merits of the application.

I therefore say. Adolphus Maine was indicted for the murder of the boatswain of the American ship "Anna Camp". He was afforded a full and fair trial. The verdict of the jury was guilty of Manslaughter. A recommendation to mercy was added to the verdict of the jury. Thereafter and on the 24th day of December, 1880, the prisoner was sentenced by me to be imprisoned for the term of six years.

Upon the trial ^{the prisoner} was sworn as a witness in his own behalf. The verdict of the jury was warranted by the evidence.

In fixing the term of imprisonment due consideration was given to the recommendation of the jury.

Nothing in these papers contained appears to me to be sufficient to raise a doubt as to the prisoner's guilt.

As to the desire for the release of the prisoner, express-

French and American Claims Commission

2

ed in these papers, and the weight proper to be attached thereto,

I do not feel called upon to express an opinion.

I have the honor to be your obedient servant.

(Signed) Chas. L. Benedict.

I have the honor to acknowledge
the receipt of your letter of the
11th inst. transmitting certain papers
relating to the claims of the Government
of France against the Government of the United States.

I am, Sir, very respectfully,
your obedient servant,
Charles L. Benedict.

Done at the
City of New York

Attest:
John C. [illegible]
[illegible]
[illegible]

rise
File

French and American Claims Commission,

1518 H STREET.



Washington, May 3rd 1881

Sir:

I have the honor to acknowledge the receipt of your letter of the 4th inst. transmitting certain papers relating to the claims of H. E. Woodhouse against the Government of France.

I am, Sir, very respectfully,
Your obedient servant,
Geo. S. Mott.

Counsel for the
United States.

To the Honorable,
James G. Blaine
Secretary of State &c

File



French and American Claims Commission,

1518 H STREET.

Washington, May 3rd 1881

Sir :

I have the honor to acknowledge the receipt of your letter of the 4th inst. transmitting copies of certain papers on file in the War Department relating to the claim of J. J. Picard; and also a copy of a letter from the Secretary of War dated the 26th ult. relating to the claims of J. J. Boniface, Pierre Senac, J. J. Picard, and Ovid Deever.

I am, Sir, very respectfully,
Yours truly,
Geo. S. Wetmore,

Counsel for the
United States.

To the Honorable,
James G. Blaine
Secretary of State or

11111



McKean
United States Government Despatch Agency.

4. Trafalgar Square.

London 5 April 1881
May

Hon James G Blaine
Secretary of State
Washington

Sir

I have the honour to enclose
my April vouchers and trust they will
be found to be correct.

I have the honour to be

Sir

Your Obedient Servant

B. F. Stevens
U S Despatch Agent

wise

DEPT OF STATE
MAY
9
1881

Recd
acked May 11, 1881
in order

Marion Iowa. May 5th 81

Hon. Jas G Blaine Secy of State
Dear Sir

An old time friend
of mine. "James F. Hervey"
of Chicago Ill. formerly of
this place expects to leave
next month for Europe with
his wife & daughter for a
years travel on the Continent
he is one of the best men
in the State. reputable and
honest. I respectfully ask a
"Circular Letter to the different
U.S. Consuls. Ministers &c. as
it will be properly used.

Your Obedt servt

Wm J Thompson. Mc,
5th Dist Iowa

File
JOHN F. HANNA.

File, no answer required
Martin Clifford of May 9th
Law Offices of Hanna & Johnston,
James M. Johnston, Jr.



Law Building,

Washington, D. C., May 5, 1891.

Hon: James G. Blaine
Secretary of State.
Sir:

On March 12th 1891, we wrote
in behalf of Henry C. Davies, appointed by the Supreme
Court of the State of New York the Receiver of all the
property and effects of one Henry W. Hubbard, and
requested you to retain the amounts due said Hubbard
by virtue of ~~Barham~~ judgments in his favor & pay-
able from the "Chinese Indemnity Fund" until the title thereto
between said Hubbard & said Receiver had
been settled in a cause then pending in the State of New York.

Since that date an adjustment of the conflicting
interests of said Hubbard and said Receiver has been
made, under the terms of which all monies due said
Hubbard, by reason of the ~~forfeitures~~, are to be paid over
to the Counsel of said Hubbard. We now, therefore,
in behalf of said Receiver, withdraw all obligation to the
payment of said monies to the Counsel of said Hubbard.
Yours truly,
Hanna & Johnston

Wise



May 5-1881.

The President

I most respectfully ap-
peal to you to request the
suspension of the payment
to S. V. White by the Secretary
of State of any money belong-
ing to the awards of Mexico
in favor of Standish, Cowan,
and Parsons, as against my
client Richard W. Foster,
and appeal the case to you
to be heard upon evidence.
I do not think proper to
file elsewhere, until such
hearing can be had.

Very respectfully

Your obedient servant
W. B. Hatchett
Atty for R. W. Foster,
(of record)

May 5. 1881.

rise
Subs + return

Hon Jas G. Blaine
Secretary of State



file with papers in
regard to Washington's
Birth place monument
File under May 5th 1886

Sir:

Care Mr. P. P. O. Washm. D.C.?

We have learned within the last
few days from the newspapers, and from con-
versations with the architect, Mr. Howe of Boston
who has lately visited the place that the design
for a monument adopted by the department
contemplates the enclosing in a structure of
granite and bronze, the remains of an old chim-
ney near the site of the old Washington mansion
in which the General was born.

This Chimney was near a part of the original
dwelling: and is 45 or 50 ft from the nearest point
of the foundations of the old mansion.

The joint resolution of Congress, making the
appropriation leaves a very large discretion to the
Secretary of State: but if he placed the monument
on any other spot than the identical one for-
merly occupied by the dwelling-house itself, a doubt
would arise as to whether he had fulfilled the inten-
tion of Congress to mark the Birth Place.

A visit to the place by the Secretary and inquiries
on the spot would enable him, in an hour or two, to
satisfy himself on the above point, and might
possibly show him further means for modifying the
present design.

A visit to the spot by the Secretary himself, or by some official to whom he might confide the duty, would have the further advantage of enabling him more intelligently to select the route for "the right of way" which he is directed to secure.

A third point to which the Secretary's attention would be attracted, on visiting the place, would be the neglected condition of the graveyard which contains the remains of the father, grandfather and the great grandfather of Washington.

In case the Secretary can make it consistent with his other duties, to pay this visit, we will put ourselves at his disposal, and will further his object to the extent of our ability.

If the Secretary can not conveniently come on this errand to our county, we will, (if he desires it) wait on him at the department, and answer any inquiries he may wish to make and point out to him the means of verifying our statements.

One of the undersigned has occupied the Wakefield Estate for 35 years, and in consequence of that occupation, has had forced on him, as it were, opportunities of learning something of the local history and traditions. The other was born and reared in the immediate neighborhood, and has had the same opportunities. If it should happen that the Secretary can neither visit the neighborhood, nor, at least, us to an interview,

when he has finally decided on the three matters hardly mentioned above, we will ask the privilege of submitting to his consideration a memoir more deliberate, prepared and more amplified in detail than this hastily written communication. We merely ask that no irrevocable step be taken until the Secretary has had full opportunity of satisfying himself on the points mentioned above as well as on other particulars which possibly his attention has not been called.

J. E. Wilson
R. J. Washington

the Secretary of
State in regard
to Monument at
the Birth Place
of Washington

Fredericksburg Virginia

MA 6 1881
U. S. DEPT. OF STATE
You Secy of State.

Washington D.C.

Dear Sir.

Having had Consider-

able experience in the erection of such
works, I wrote to my friend Hon J. R. Tucker
some weeks ago, to inquire as to the Con-
tract for the Monument to Washington,
in Westmoreland County. He replied that
the plans were not then ready. Will
you please inform me whether they are
now ready, and if not see to contract,
I wish to propose for it. I can build it
of the granite near this place, or of local
hard granite.

Respectfully

E. J. Eyburn

Attica, Ind., May 5 1881

Wm James G. Blaine
Secretary of State

Dear Sir;

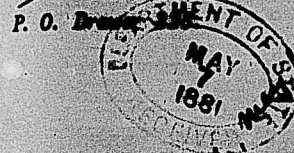
Under the laws of Indiana the City Council elect a School Trustee every year to act with two other Trustees hitherto appointed, and such three persons constitute a Board of School Trustees. Their duty it is to care for the City Schools, employ teachers &c but which Board get no compensation by law for their services — If the duties of such Trustee will not in any way interfere with his duties to the Government, can the Postmaster of this City accept the position of School Trustee, on an School Board?

Truly Yrs
Monroe Milford.

Recd
May 10 1881
J. H. Smith

If the claimant is an alien
George E. Lemon, his case can be
entertained only when

Counsellor at Law, Solicitor of Patents and Claims,
President of the American Inventors Association
615 Fithman Street, N. W. (Chicago Nat. Bank Building)
Washington, D. C., May 5 1881



To the
Hon. Secretary of State

Sir:

I have the honor to request
information relative to the
following matter: having been
retained by the party interested.

The facts as given are, are,
I understand, already known to
the Department, but I presume a
brief resume will not be re-
garded as superfluous.

Mr. Julius Berg - a young Russian
gentleman, related as I am in-
formed to some of the noblest
families of Russia - one of his
uncles having been on the staff

George E. Lemon,

Counsellor at Law, Solicitor of Patents and Claims,

P. O. Drawer 825.

615 Fifteenth Street, N. W., (Citizens' Nat. Bank Building.)

Washington, D. C., _____ 188

of the Emperor Nicholas - and another - Count Tolstoi - a general in the army of the Caucasus - after leaving St. Petersburg, travelled through Germany - France and England and finally visited this country. Having visited New York and other cities east, he went to Cincinnati.

The war of the rebellion being then in progress, Mr. Berg was curious to visit the scene of action - and went to Marysville, Ky. - near which place the next battle was expected to take place.

Knowing nothing of the peril he was running, he ventured too far, and found himself suddenly

George E. Lemon,

Counselor at Law, Solicitor of Patents and Claims,

P. O. Drawer 225.

613 Fifteenth Street, N. W., (Citizens' Nat. Bank Building.)

Washington, D. C., _____ 188

arrested as a spy and carried
before General Heintzelman

Indignant at these proceedings
he demanded his liberation - but his
remonstrances were of no avail

He was deprived of all his
valuables, and his passport.

His boarding house at Cincinnati
was searched, and his trunks, con-
taining over \$4000 in Russian
and American gold - besides bills
and a large quantity of valuable
clothing and expensive furs were
confiscated.

He never afterwards saw any of
these articles

In addition to this outrage,
he was tried by court martial
and condemned to be shot - and

George E. Lemon,

Counselor at Law, Solicitor of Patents and Claims,

P. O. Drawer 325.

615 Fifteenth Street, N. W., (Citizens' Nat. Bank Building.)

Washington, D. C., _____ 188

would have been but for the kindness of an officer who interfered in his behalf. He was eventually forced into the army and suffered innumerable indignities - He was several times tied up by the thumbs and suffered terribly - he was placed on exposed picket duty - with the hope - as he conjectures - that a stray bullet would dispose of him.

However - through friendly influence an order for his immediate liberation was signed by President Lincoln - and for the return of his passport and effects.

He was freed at once - and some few things and his passport returned him, but the gold, clothing and furs he never received.

George E. Lemon,

Counsellor at Law, Solicitor of Patents and Claims,

P. O. Drawer 825.

615 Fifteenth Street, N. W., (Citizens' Nat. Bank Building.)

Washington, D. C., _____ 188

Leaving the Army he went from Va. to Philadelphia where he was unfortunate enough to rely upon the false friendship of a Major in the Army, who, as it is alleged, drugged him and compelled him to serve again in the Army.

This is the case as presented to me, and I am advised that the matter was placed in the hands of Hon. W. D. Taylor, and Hon. Hugh Caperton in 1865 for redress - and would, it is thought, have been brought to a successful issue, but for the intervention of Mr. Catagay and Bodisco, who advised that the matter be arranged through the Russian Legation rather than the U. S. Courts.

George E. Lemon,
Counsellor at Law, Solicitor of Patents and Claims,

P. O. Drawer 325.

615 Fifteenth Street, N. W., (Citizens' Nat. Bank Building.)

Washington, D. C., _____ 188

Referring to this suggestion the claimant now finds that he has been relying upon promises that seem to have been forgotten.

I learn that papers and proofs of identity are now filed with the Department, and that Hon. Hamilton Fish had admitted that the applicant for relief, Mr. Berg, was entitled to full redress and compensation for the losses and indignities he had received.

Mr. Berg's claim as originally presented was \$250,000.

If the Department has taken any action in the premises subsequent to the filing of the case, it is requested that information be given as to the

George E. Lemon,

Counsellor at Law, Solicitor of Patents and Claims,

P. O. Drawer 325.

615 Fifteenth Street, N. W., (Citizens' Nat. Bank Building.)

Washington, D. C., _____ 188

present condition of the claim,
or such information as may be
deemed proper, that may enable
my client to take the necessary
steps with a view to re-imbursement
for losses sustained, and compen-
sation for indignities received

I have the honor to be
Very respectfully
Your obedient servant

A large, bold, and somewhat stylized handwritten signature, likely of George E. Lemon, written in dark ink. The signature is slanted and has a prominent, sweeping flourish at the end.

May 5th 1881

Wm. W. Hunter
2^d Assistant Secretary
Department of State of U.S.

Honored Sir.

Pardon my not sooner answering
your polite request, as to collection. I
may have of applicants in Application
for Passport made by John Russell
and supported by James Farrell in
April 1878. I cannot do at present
thing to collection any thing in regard
to it. More than six years past. I am
removing my office, and I would not

In that circumstances any thing being
disturbed have answered with the your
kind polite letter - I accept and my apology
for answering you late. Very
Respectfully

Lease G. Royce

243 Broadway N.Y.

May 3. 1881.



Miss Julia Jopoka - Kans.
May 5th 1881.

Hon James G. Blaine
Secretary of State
Washington, D.C.

Sir -

At the last meeting of the Jopoka
Land League the following resolutions
were proposed by Col S. H. Wood
Kansas State Journal and unanimously
passed. I was ordered to forward you
a copy that you might take such action
in the matter as to you may seem fit.

Resolved - That we I am
Hon James G. Blaine Sec of State to
demand of the British Govt the
repatriation of the prisoner and
Captain Michael Doyle an American citizen
tried a trial and without being charged
with the commission of any crime and be
I further

Sir
Yours obt. Servant
Michael Hogan

Copy

Resolutions

(2)

Whereas - The British Government has without known cause arrested and cast into prison without trial Captain Michael Borton an American Citizen and an heroic ex-Union Soldier of distinction and honor. And Whereas - We, the Citizens of Topeka Kansas fully appreciating the rights of an American who, like the ancient Romans, should be respected in every land, and of the outrageous injustice of the arrest of Michael Borton, therefore be it

Resolved - That we earnestly request of the Hon James S. Blaine Secretary of State to demand of the British Government an explanation of the arrest and imprisonment of Captain Michael Borton an American Citizen without a trial and without being charged with the commission of any crime, and be it further.

Resolved - That Secretary Blaine is also requested to demand of the English Government an explanation of the proposed rifling of the mails on the high seas, and the alleged and suppression of the Irish Word, an American brotherhood devoted to the cause

Resolution

Whereas the United States Government has
without known cause arrested and carried into
prison without trial Captain Michael Dwyer
an American citizen and an heroic soldier
soldier of distinction and brave and
valorous - the citizens of the State of New York
fully appreciating the right of an American
citizen like the ancient Romans should be
respected in every land and of the authorities
in the arrest of Michael Dwyer there
have been

Resolved - That we respectfully request of the
Hon James G. Blaine Secretary of State to
Governor of the United States Government an order
of the arrest and imprisonment of
Captain Michael Dwyer an American citizen
without a trial and without being charged
with the commission of any crime and be
if further
Resolved - That Secretary Blaine be
requested to demand of the English Govern-
ment an explanation of the arrest of

③

of the people of Ireland and the laboring
people of all lands.

Resolved - The the Secretary of the Land
League is hereby instructed to forward a
copy of these resolutions to Hon James G
Blaine and to the Irish Worker after
being signed by himself and the President
of the League.

Wm Henry President
M Hogan Secretary.



made

Louisville, Ky., May 5, 1881.

Hon. James G. Blaine,
Secretary of State of the United States.

Copied

Dear Sir,

At a meeting of the Executive Committee of all the branches of the Land League in this City, the following resolutions were adopted:

1. Whereas, Congress and the Legislatures of many States of the Union have, at different times within the past year, expressed their sympathy for Ireland, and received with marked kindness her representative, Charles Stuart Parnell, therefore Be it resolved, that we, as lovers of freedom and as friends of Ireland, tender to the members of those respective legislative bodies our sincere thanks, and promise them the ever enduring gratitude of Irishmen.

2. Whereas, the English Government has, in more suspicious, arrested and imprisoned Michael Doyle, a citizen of the United States, entitled to the protection of our government in all the rights of American citizenship, and

Whereas, no charge has ever been preferred against him and he is nevertheless denied the writ of habeas corpus, and the right of trial by jury and an opportunity to prove his innocence and secure his freedom, therefore,

Be it resolved, that we hold these arbitrary acts and despotic methods of the English Government to be inexcusable and high-handed; that we think it the duty of our government

promptly and fully to protect its citizens and vindicate its honor; that whether Boyton be guilty or innocent, we believe he should at least be granted a speedy and a fair trial.

Resolved, also, that a copy of these resolutions be forwarded to James G. Blaine, Secretary of State, with the request that he use his best endeavors to obtain for Michael Boyton an early and just trial or a speedy deliverance from his wrongful imprisonment.

We trust, Sir, that you will give this subject your immediate attention, and that your action will, as usual, be distinguished by the display of generous enthusiasm and a gallant spirit.

P. Bannon Recd

Executive Com^{tee}

Very respectfully,
E. J. McDermott

Secretary Executive Committee

May 6th 1881

To Hon. James G. Blaine,
Secretary of State,
Washington, D. C.



At a joint meeting of the two branches of the Lawrence Mass. Land League held May 1st 1881 it was unanimously voted to call the attention of the United States Government to the fact that one or more American citizens are now held in jail in Ireland by the English government in gross violation of international law and the comity of nations and to request our government to take immediate steps for the vindication of the rights of American citizenship. In accordance with these instructions, we have the honor to forward to you the following resolutions as the unanimous voice of our two Land Leagues.

Whereas the English government, in pursuance of a most unjust and oppressive policy towards the tenant farmers of Ireland who are engaged in a peaceful and constitutional agitation for the right of tenant proprietorship, has virtually declared martial law in certain districts of that country and put in operation what is known as the coercion act, and

Whereas under that despotic law Michael P. Boyton and others, native born American citizens, then lawfully sojourning in Ireland, were suddenly and without warning apprehended and thrown into an English jail without being brought before a magistrate, without any inquiry as to whether

they had committed any offence and without
any observance of the forms of law that should
prevail in every civilized country, therefore be it
Resolved that as Americans, fellow citizens of
the men now incarcerated in jail and subjected
to the indignity of imprisonment we protest most
emphatically and indignantly against this gross
outrage upon freemen, this utter violation of and
contempt for the rules of international law.
Resolved that we hold it to be the right of every
American citizen to travel freely and unmolested
in every foreign land, protected and guarded
by the panoply of American citizenship which
should be his passport to freedom and security
of action, and we therefore call upon our govern-
ment, in this sudden and unprovoked crisis
to maintain inviolate its own dignity and
and to vindicate the rights of American citizen-
ship in these men most shamefully outraged and
abused.

Wm. L. Swamy }
John. Hart } Committee
Daniel L. Orman }

Three

File O'Connor D
May 9th

~~Transcript Department~~



May 6th 1881.

Hon. James B. Blaine,

Secretary of State.

Sir:

I have the honor to state that on the 9th of August 1880, transcripts of judgments of the Court of Claims were filed in this Department by the Attorneys of Record in the following cases, viz:

No. 11970. The Sun Mutual Insurance Company.

No. 11971. The China Mutual Insurance Company.

No. 11975. John B. Wilber, Adm^r of Enoch S. Wilber.

No. 12058. John P. Colison, Adm^r of Matthew Riney

No. 11968. Henry W. Hubbell, No. 1.

No. 11969. Henry W. Hubbell, No. 2.

versus The United States.

Upon examination it appears that these judgments are not payable by this Department as in

cases of ordinary judgments of the Court of Claims, but are to be paid and satisfied out of the Chinese Indemnity Fund under the control of the Department of State.

The transcripts are therefore herewith transmitted for your official action.

Very respectfully,

William Windom

Secretary of the Treasury.

4406

File

IN THE COURT OF CLAIMS.

The Sun Mutual Insurance
Company,

No 11970

The United States.

At a Court of Claims held in the City of Washington,
on the 7th day of June

A. D. 1880, judgment was ordered to be entered up as follows:

The Court, upon due consideration of the premises, find in favor
of the claimant, and do order, adjudge, and decree that the said
The Sun Mutual Insurance Company,
Claimant do have and recover of and from the
United States the sum of forty two thousand three
hundred and forty five dollars and eighty
five cents (\$42,345.85) to be paid and satisfied
out of the Chinese Indemnity Fund under the
control of the Department of State.

A true copy of record.

In testimony whereof I have hereto
set my hand and affixed the seal of said
Court at Washington, this 17th
day of July, A. D.
1880.

John Randolph
Acting Sec. of Claims

Attest:

C. D. Drake,

Chief Justice.

John C. Ward Esq. Atty General

John C. Ward Esq. Atty General

Ex. # 1886

IN THE COURT OF CLAIMS.

The China Mutual Insurance Company. No. 11971

The United States.

At a Court of Claims held in the City of Washington, on the 7th day of June

A. D. 1880, judgment was ordered to be entered up as follows:

The Court, upon due consideration of the premises, find in favor of the claimant, and do order, adjudge, and decree that the said *The China Mutual Insurance Company*, claimant do have and recover of and from the United States the sum of *one thousand nine hundred and thirty five dollars and eighty one cents (1,935.⁸¹/₁₀₀)* to be paid and satisfied out of the Chinese Indemnity Fund under the control of the Department of State.

A true copy of record.

In testimony whereof I have hereunto set my hand and affixed the seal of said Court at Washington, this 17th day of July, A. D. 1880.

John Randolph
Acting Secy of Claims

Attest:

C. S. Drake
Chief Justice.

Sum 19,1500 Affirmed by defendant.

RECEIVED
TREASURY DEPARTMENT
JULY 17 1880

6:614
JULY 17 1880

Att. Court-Claims

*See judgment in
case China Mutual
Ins. Co.*

202

John C. Ward by City Secy

222

Old Court House
Judgment entered
June 12, 1880

July 17, 1880

44466

IN THE COURT OF CLAIMS.

John C. Wilber Administrator of
Enoch J. Wilber

No. 975

The United States.

At a Court of Claims held in the City of Washington,
on the 7th day of June
A. D. 1880, judgment was entered to be entered up as follows:

The Court, upon due consideration of the premises, find in favor
of the claimant, and do order, adjudge, and decree that the said
John C. Wilber Administrator of Enoch J.
Wilber do have and recover of and from the
United States the sum of thirteen thousand two
hundred and eighty eight dollars and
eighty eight cents (13,288.⁸⁸/₁₀₀) to be paid
out of the Chinese Indemnity Fund, under
the control of the Department of State.

A true copy of record.

In testimony whereof I, have hereunto
set my hand and affixed the seal of said
Court at Washington, this 17th
day of July, A. D.
1880

John Randolph
Attorney at Law

Attest:

C. D. Drake,

Chief Justice.

John C. Wilber by City of record

June 12, 1880 Affirmed by defendant

IN THE COURT OF CLAIMS.

4th 1880
John P. Paulson
Administrator of
Matthew Rooney dec'd. No 12058,

The United States.

At a Court of Claims held in the City of Washington,
on the 7th day of June

A. D. 1880, judgment was ordered to be entered up as follows:

The Court, upon due consideration of the premises, find in favor
of the claimant and do order, adjudge, and decree that the said
John P. Paulson Administrator of
Matthew Rooney dec'd, do have and recover of and from the
United States the sum of five thousand seven
hundred and fifty one dollars
and eighty five cents (\$5,751.85) to be paid
and satisfied out of the Shippers Indemnity
Fund, under the control of the Department
of State.

A true copy of record.

In testimony whereof I have hereunto
set my hand and affixed the seal of said
Court at Washington, this 17th
day of July, A. D.
1880.

John Randolph
Asst Clk Ct of Claims

Attest:

C. D. Drake,

Chief Justice.

June 12. 1880. Affirmed by Department.

John C. Ward by Atty. General
March 20, 1880
RECEIVED
U.S. DEPT. OF JUSTICE
MAR 20 1880

John Randolph
Asst Sec of Claims

IN THE COURT OF CLAIMS.

Henry H. Hubbard, No. 10969

The United States.

At a Court of Claims held in the City of Washington,
on the 7th day of June

A. D. 1888, judgment was ordered to be entered up as follows:

The Court, upon due consideration of the premises, find in favor
of the claimant, and do order, adjudge, and decree that the said

Henry H. Hubbard

claimant do have and receive of and from the
United States the sum of twenty eight thousand five
hundred and two dollars and ninety cents
(28,502.90) to be paid and satisfied out of
the Chinese Indemnity Fund under the Control of the
Department of State.

A true copy of record.

In testimony whereof I have herewith
set my hand and affixed the seal of said
Court at Washington, this 17th

day of July, A. D.
1888

John Randolph
Asst. Clk. of Claims

Attest:

C. D. Drake,

Chief Justice.

June 12. 1888. Approved by department.

Exhibit

RECEIVED
JULY 9 1888
U.S. DEPARTMENT OF CLAIMS

Wash D.C.
July 17/88

Old Bank claim

judgment ordered
to Henry H. H. Hubbard

24. 228

Judgment on the
case of the

On the 10th

to the

to the

to the

to the

1881
FEB 10 1881
DEPARTMENT OF STATE
RECEIVED

(enclosure) Made P
Treasury Department
May 6th 1881

The Honorable
James G. Blaine,
Secretary of State.

Sir:

Referring to your letter of the
28th ultimo, transmitting two copies of
work entitled "Travaux et Mémoires
du Bureau International des
Poids et Mesures, publiés sous
l'autorité du Comité International
par le Directeur du Bureau, Tome
I. Paris, 1881," the same having
been received from the President
of the International Committee

of Wright and Hearnes, I have
the honor to transmit herewith
a copy of a letter of the 24th
instant, from the Superintendent
of Wright and Hearnes, -
acknowledging with thanks the
receipt of a copy of said work
and to request that you will
convey to the President of the
International Committee the thanks
of this Department for the pub-
lication - one copy of which has
been placed in the Department's
library.

Very respectfully,

William Menden
Secretary.

Bureau of Weights and Measures
U.S. Coast and Geodetic Survey Office
Washington May 4th 1887

For William Windom

Secretary of the Treasury

Sir

I have the honor to acknowledge the receipt of Department letter (No. 126) of the 3rd instant, transmitting copy of a publication entitled "Traavaux et Mémoires du Bureau International des Poids et Mesures, publiés sous l'autorité du Comité International par le Directeur du Bureau, Tome I, Paris, 1881", the same having been received through the Department of State from the President of the International Committee of Weights and Measures.

I respectfully request that the thanks of this office may be expressed, through the proper official channel, to the President of the International Committee of Weights and Measures, for this valuable addition to our library. Very respectfully,
(Signed) C. F. Patterson, Sup't.

Each's receipt of Justice
from Justice's name
on May 16 and 17

L. J. Patterson
Superintendent

May 4, 1881

Heenan & Wright of Kansas,
Washington, D. C.

I have the honor to request that confidential inquiry, by cable, be made of the Consul at Liverpool, as to the actual selling price in England, of the machine known as Green's Fuel Economiser, manufactured by E. Green & Sons, at Wakefield.

It is believed that for several years this machinery has been consigned to this country and entered at invoice prices, much below the actual market value, whereby the revenue has been defrauded.

The place of business of the

Miss Green is at No. 14, St. Anne's Square,
Manchester, but all invoices have been certi-
fied before the Consul at Leeds, and
sworn to by one James Scott, an agent
of Green.

Very respectfully

William Vindero
Secretary &

1881
The Honorable

Treasury Department



8982

May 6th, 1881

James S. Maine,
Secretary of State.

May 10, 1881
Wm. Williams

made

Sir:

I have the honor to acknowledge the receipt of a letter from your Department dated the 5th instant, requesting that instructions be given for the admission, free of duties and charges, of *two* packages addressed to *Mr. Ward, Esq., St. C. M.* *London*, and marked "On Her Britannic Majesty's Service, Grenville, containing a number of arms, crumpled flag, and crumpled stuff, imported in the Steamer 'Ontario' at the Port of *Portland, Me.* on account for the use of the British Minister."

and to state that, in pursuance of such request, the Collector of Customs at that Port has been instructed accordingly, by letter of this date.

~~Returning the enclosure of said letter,~~

I have the honor to be, sir,

Your obedient servant,

William Andrews

Secretary.

No inc.

Wise
H125
Ward

Copy to General: 141 May 31.
with the books - W. Wood
War Department
Washington City.
May 6th, 1881



Sir:

Referring further to your letter of the 14th ultimo requesting to be furnished with copies of the publications of this Department, for the use of a College of Science at Birmingham, England, I have the honor to forward herewith, for the purpose indicated, a copy of the Annual Report of the Chief Signal Officer, for the year 1879.

Very respectfully,

Yours

Your obedient servant,
Robt. Lincoln
Secretary of War.

The Honorable,
The Secretary of State.

Copy to Comm. 14 May 81.
with the books in Wood
War Department
Washington City.
May 6th 1881.
DEPARTMENT OF STATE
MAY 7 1881
RECEIVED.
wise
H 25
D
S

Referring further to your letter of the 14th ultimo requesting to be furnished with copies of the publications of this Department, for the use of a College of Science at Birmingham, England, I have the honor to enclose herewith a list of publications which are reported by the Chief of Engineers to have been sent from his office to the Department of State, on the 5th instant, for transmission to

to the above-mentioned College.

Very respectfully,

Your obedient servant,

Robt. M. Smith

Secretary of War.

The Honorable,

The Secretary of State.



Office of the Chief of Engineers,

United States Army,

WASHINGTON, D. C., May 5, 1881

List of Engineer Department Publications
sent to the Department of State for the Library
of College of Science, Birmingham, England.
Alluvial Basin of the Mississippi River—(App. O. 1875.)—

Report of Commission of Engineers.

Alluvial Basin of the Mississippi River—Specimens from Boning,
Hilgard and Hopkins.

Annual Report Chief of Engineers, U.S.A., 1879—(3 parts)
Foundations in compressible soils.—Delafield.

Compressive Strength of Building Stone—(App. O. 1875)
Gillmore.

Experiments with processes for Preserving Timber—Gillmore.
Physics and Hydraulics of the Mississippi River—
Humphreys and Abbot.

Reply to Hagen on Physics and Hydraulics of the
Mississippi River.—Humphreys and Abbot.

Reconnaissance of the Black Hills of Dakota. - Ludlow.

Reconnaissance from Carroll, Montana, to

Yellowstone National Park. - Ludlow.

Expedition from Santa Fe, N.M., to Junction of
Grand and Green rivers. - Macumb.

Northern Boundary Survey. - Campbell & Twining.

Stability of Arches. - Woodbury.

Geological Exploration of the 40th Parallel. - King.

Volume 1. Systematic Geology.

" 2. Descriptive Geology.

" 4. Zoology and Palaeontology.

" 5. Botany.

" 6. Microscopical Petrography.

" 7. Odontornithes.

Geological & Topographical Atlas.

Yellowstone Exploration - Geological Report. - Hayden.

Explorations across the Great Basin of Utah. - Simpson.

Explorations in Nebraska and Dakota. - Warren.

Memoir of Explorations since 1880. - Warren.

Valley of the Minnesota & Mississippi rivers. - Warren.
Wheeler's Stereoscopic Views 1871, '72, '73 & '74 of the
Geographical Surveys West of the 100th Meridian.

(1556 S. R. P. 15.)

12 Packages.

4135
MAY 7 1881

Delivered
Filed May 10
not to mail
May 19. 81
William

Department of the Interior.

Washington May 6th 1881

The Honorable

The Secretary of State

Sir:

Referring to your communication of the 28th of February 1881, I have the honor to deliver herewith a copy of one of the publications of this Department addressed to Mr. W. H. Ridding, No. 2 Mayfield Villas, Wandsworth, London England, with the request that it may be transmitted accordingly at the convenience of the Department.

I have the honor to be
very respectfully

J. J. Johnston
Secretary

No. 56225 Sub. Re.



Post Office Department

Washington, D.C. May 6th 1881.

Sir:

I have the honor to acknowledge the receipt of your letter of the 4th inst. enclosing copies of correspondence from the High Federal Council of Switzerland and the Consul General of that Government in this city, relative to the accession of Paraguay to the Postal Union.

I am, very respectfully,
your obedient servant,

Thomas L. James
Admiral General.

Hon. James G. Blaine,
Secretary of State,
State Department,
City.

rice
H. S. Department of Agriculture.

Washington, D. C. May 6, 1887.

Wm. Hunter, Esq.

Second Assistant Secretary,
Department of State.

Sir:

Your favor of the 3rd instant is received, enclosing a despatch from the Consul at Brussels, relative to the Eucalyptus globulus, and "its possible introduction, with beneficial results, into this country."

The information communicated by the Consul is perfectly familiar to this Department, having engaged its attention for the last fifteen years, during which it has imported seeds directly from Australia, the habitat of the tree, and distributed them largely in all those parts of the country where it was believed the climatic conditions requisite to its growth existed.

We send to you, herewith,
for

for the information of your Department, a pamphlet published by this Department several years ago, embracing a succinct history of the origin of the Eucalyptus, its introduction and naturalization in Europe and Africa, and a sketch of its botanic character, economic value, and medical properties.

Respectfully,
J. W. Davis,
Acting Commissioner.

Misc
Ansd. 4/10 mof.
June 20. 1881
Williams

French and American Claims Commission,

Willde

Recd. in Indep
Bureau June 16-81
1518 H STREET.

Washington, May 6th 1881

Sir:

You are aware that most of the claims against the United States before this Commission arise from losses inflicted in Louisiana where the claims must be investigated and the witnesses found and examined. Some time since by the authority of the Secretary of State I sent to New Orleans Mr. W. C. Kenigre, who was instructed to act there and throughout Louisiana under my directions in the investigation and defense of these

To the Honorable,
James G. Blaine
Secretary of State

these claims. He was retained for sixty days at a fee of one hundred dollars per week and travelling expenses. The sixty days are about to expire and Mr. Dinwiddie requests that he be hereafter paid two hundred dollars per week and travelling expenses. While this latter fee is not larger than is usually paid by clients to lawyers of similar standing for like services, still it is large in proportion to the fees usually paid by the Government, and although I deem it for the advantage of the Government to retain Mr. Dinwiddie in its service, I request your instructions before acting in the matter.

It is necessary that the United States should be represented in Louisiana

in these cases by a lawyer of energy, familiar with the people and customs, and speaking fluently both the French and English languages. He should also give his entire time to the Government. Mr. Denigre fulfills all these demands, and his services so far have been satisfactory.

Mr. Davis, Assistant Counsel on the part of the United States, has just returned from New Orleans, where he has been examining the manner in which these claims should be defended, and he reports that it will be difficult to find a lawyer fitted for the duty who can give up his practice and devote his undivided attention to these cases. Lawyers competent for this service are in active practice,

4

and would give the Government only such time as they could spare from their other pursuits, while Mr. Denigre has retired from practice and gives his entire service to the business.

He is required not only to examine witnesses but also to investigate the claims, and to search for and prepare evidence in defense, duties which require energy and activity, and which can only be entrusted to a man of perfect integrity.

Mr Denigre's practice of thirty years at the bar of Louisiana (where for some time he was the partner of the Honorable William A. Hunt), his long residence in New Orleans, his extensive acquaintance there and familiarity with the class of people who appear there as

claimants, render his services peculiarly valuable.

188

It is necessary also that the investigations should go forward without delay, requiring continuous residence during the summer months in the State of Louisiana.

If the suggestion here made for the retention of Mr. Denigre should be accepted by you, I should reserve the right, in any arrangement I might make with him, to reduce his pay or to substitute another person whenever the return of cooler weather or the prosecution of the business should justify it.

I have the honor to be, Sir,
Your obedient servant
~~Robert P. Smith~~
Agent & Counsel for the United States

Madde

WASHINGTON

May 6th 1881

My dear Sir:

I enclose herewith
letter of Hermann Thun, relating to the
matter about which I wrote you a
few days ago.

Very truly yours,
Madison

Hon. James G. Blaine.
Secy. of State.



Ack. Refer to letter
to Senator Allison of May
and say that the reply
from Dept will be sent
direct to you. I am as soon
as they receive it. May 11, 1881
Wm. Madison

SENATE CHAMBER

HERMANN DIM,

Dealer in General Merchandise

and Proprietor of the

Guttenberg Steam Elevator,

Guttenberg, Iowa, May 3^d 1881

Hon. W. B. Allison, Senator,
Washington, D. C.

Dear Sir:

Your favor of April 18th was received
in due time.

As Fred. Saugling here is required to bring
proof of death of his Brother in the Court in
Wurtemberg, Germany, before June 4th 1881, I would
take the liberty, of requesting you again, to please
have the proof sent in as soon as possible & oblige

Very truly Yours

Hermann Dim



File

Washington D.C. 6 May. 1881

Hon. James G. Blaine

Secretary of State.

Sir,

I have received your letter of 3d inst transmitting to me copy of a letter dated at the Legation of the United States at Madrid, 6th April 1881 from Mr. Dwight T. Reed, "respecting the acquisition of Spanish Nationality in the Peninsula and the Colonies also touching the acquisition of his Nationality by a Spaniard"; for all of which I return my thanks.

I beg leave to say that all the provisions of Spanish law in relation to nationality, and naturalization, have been fully and thoroughly studied by me in the briefs in the various cases submitted to the arbitrators and the commission of the United States and Spanish Commissioners.

I remain, Respectfully,

Your obt. Serv.

Thomas F. Ward

adv. W. S.

The Anglo-Californian Bank Limited.

San Francisco, May 6, 1881

Hon James G. Blaine

Judge of Court

Secy of State
Washington
Sept 14 1881

Sir

I beg to call your attention to a case, in which many citizens of this State are interested, and if you find it a proper case for diplomatic action I beseech your good offices to assist these people in obtaining redress from the Govt of Guatemala.

As the case is presented to me it is a flagrant outrage upon the people interested, most of whom I know personally, and can assure you they are among the most reputable of our citizens.

Mr E. A. Hubbard, who is the bearer
of this, is personally cognizant of all
the facts in the case, and will
furnish ^{you} with evidence to sustain
the charges made against the Govt
of Guatemala.

If such flimsy acts
as these be passed over without
action on the part of our Govt
there is small chance of our
people attempting to open up a
business with these Central American
States.

Trusting that you will
give Mr Hubbard a patient hearing
and if you find the facts will
transpire that you will order
energetic action on the part of
the diplomatic agent in Guatemala
with a view of having the wrong complaints
of redressed

Yrs very respectfully
F. J. Low

Wise ✓ Paid May 24
M. H. Adee

Reflexive, Idaho
May 6th, 1881

For the Secretary
of this war department.
You will confer a favor
by letting me know if
there has ever been
any money drawn by
any party or parties that
represent me. L. H. York
and what if the amount
drawn. The money was
due me through the
Mexican Government
to the amount of \$8,000.
I have learned through
parties that this money
was deposited with the

Mr. S. W. Webster, who is the bearer
of this, is personally acquainted with all
the details of the case.

and also, and
will be able to
give all the details

to the proper
authorities and
will be able to
give all the details
of the case.

and also, and
will be able to
give all the details
of the case.

with a view of having the money
of the case.

functionaries of
Washington and
I am at a loss to know
who to address on the
subject - If you can
give me the information
desired please give this
to the proper one and
oblige yours Respectfully

L. H. York

N.B This money I claim
owed for services rendered
in the capture of what
is known as the John
L. Stephens. in 1866

5277 WAR DEPARTMENT
RECEIVED MAY 18 1881

Bellone New
May 6/81

L. N. York

Asks if the money due
him from the Mexican
Govt. for services rendered in
1866 in the capture of the John
L. Stephens, and deposited
with functionaries at Mexico
has ever been drawn by
parties representing him.

No record found from
Jan. 1866 to end of year 1870.
Filed May 19/81
91/358

War Department,
May 19th 1881.

Respectfully referred
to the Honorable Secretary
of State.

The under has been
informed of this reference

Robert S. Vinton
Secretary of War.

~~Wise~~
~~Internt~~ to Int.
John J. Kearney
Hon. Black Union Work House
Washington D.C. May 6 #1781 Hospital
Sir
Recd June 17/88

I take opportunity of riting to you sir
with i have recd three letters to pension
Commissioner at Washington City D.C for
Mr Skehan who is now in the union
workhouse hospital in the city of Cork
Ireland that the Doctor told me to put
in that Mr Skehan anthe for to have a
pension of \$40 ^{month} for life with he have
been under my care going 5 months her
in the union workhouse Hospital Refr
puty bad the Humann that is Mr William
Murphy Ward Master Officer of the Union
workhouse Hospital says that Mr J.
Skehan out loud needs a pen or ink
or riting paper her for to rite any
letters that is the rules from the gov
of Ireland I dont know it the word

master writes all letters for the parents
her in the Union Work House Hospital
and the parent has for to tell the ward
master officer what for to put in the letter
if you would bear a kind as a gentleman
for to see Mr Skahan case a brother
his claim for pension which it has
put in on January 21st 1880 up to January
21st 1881 going on 12 years sin with the doctor
says that this poor man set to draw
it has in Ireland for which he needs
of bad sin I hope you will tend to his
case for him if you please in House
Blane of the House of Representatives by
answer this letter to your

Moste Respectfully
Obident Servant

Mr W^m Chaplin
Ward Master Officer of
the Union Work House Hospital
Cork City
Ireland

recd
ackd to Mr. Bingham
May 16. 1881.
M. Curtis

Mint of the United States at Philadelphia, Pa.

COINER'S DEPARTMENT.

May 6, 1881.

Wm. W. Bingham,
423 Walnut Street, Philadel

My dear Sir,

A lady friend of mine, Miss Nellie R. Roads, whom I have known from childhood, is about starting for Paris, to undergo a course of instruction in vocal music, to fit herself for Opera. She is one of Barilli's best scholars. She goes alone, unprotected, and expects to work hard. She is a lady of culture, and education, thoroughly American.

She does not want to be separated from home, relatives and friends, without feeling as if she could, should occasion require, claim the protection of some Countryman.

Will you kindly therefore, do Miss Roads and myself the very great favor, of procuring

from Mr. Secretary Blaine, a letter to the
American Minister in Paris, commending this
Road to his kind care and protection?

I can assure you that I would not
ask so signal a favor, were I not well
assured that this Road's future career
will redound not only to her own credit,
but to that of her country -

Very Respectfully
Your Obedt Servant

O. B. Orbyshell

Mr. Adm. [redacted]
usual form of letter
delivering etc. W.B.

Mint of the United States at Philadelphia, Pa.,

COINER'S DEPARTMENT,

188

Penn'a

W. B. G.

Respectfully Obedient -
Believed & known one
with the letter. As you know of the
Lancaster for O. B. Orbyshell
Chief Justice. [redacted]
Washington D.C. [redacted]
Mar 13-1871.

Coiner.

No. of Enclosures.

Miss



Copy to

3/24

Superior Court
Washington D.C.
1881

Wm. James G. Blair
Washington D.C.

Sir,

I have received further information to the effect that the Peruvian Government at Callao claim to have proof of my having smuggled arms into the City of Bohio for the use of the insurgents. Though I did not see any hearing that such a charge could have upon my claim against them for their fearful outrage upon me, yet I did not wish to remain under any such charges and determined at once to start to Bohio and ascertain upon what grounds such infamous charges were made. I went to Captain M. Craig of the ship "Unita" now lying here and which is about to start for Bohio and he told me that he could not take me as he had been verbally and unofficially prohibited (that by the authorities) that he must not bring me back and if he did so he would undoubtedly get himself into trouble. I went at once to the Peruvian Consul Mr. Phillips & asked him if I got a passport which he would issue. He said no, thus leave the Peruvian authorities taken every means to prevent my returning to Bohio to obtain proof of my own charges and disproving theirs and all done in the mean, sneaking, contemptible

manner which is effusive but leaves
no trace of official action, and gives
the authorities a chance to deny everything
and all of which is thoroughly characteristic
of most of the officials of the corrupt
Guyanese Government.

I would not be at all anxious to clear
myself of the charge of smuggling (for that
down there is decidedly considered a merit
& not a crime) but for the fact that
the only incidents when I was there are
the recent Guyanese Police authorities
and I do not wish the civilized world
to consider me capable of having aided
and abetted such a debased and corrupt
government.

I have the honor to be
your obedient servant

John E. Whitlock
37 Hudson Place

Brooklyn - N.Y.

Wicks



A. G. May 81 / M. Wood

May 6 / 81

Hon. Secretary of State

Sir I was the chief mate of the bark "Brigga" of Boston owned by Elias Brewer Esq.

I did not receive my wages at Singapore after we were wrecked. Having shipped for New York in the ship "Freeman Black" before things were settled.

The Consul at Singapore promised to have my money in New York for me when I arrived. I applied to the Shipping Commissioner here but there was nothing for me. He advised me to write to E. Brewer Esq. which I did. The answer I enclose to you.

I would be very much obliged to you if you would send me an account of my wages as I would draw them from E. Brewer Esq. as I will be going to sea about the 12th inst. And I should like my money before I go.

Yours wife
Philip H. Weeks
26 South St

New York

is my address

Every thing was settled in Singapore
about the 5th of January 1891

Secretary of
State, Washington DC

Boston May 5th 1881.

Mr. Philip H. Mears.

New York.

Dear Sir We have your telegram of today your address is not given but we send this to care of Messrs. Fernum H. O'Brien & Co consignees of the ship "Freeman Clark".

In reply we must say that we are not able to give you full information as to the ~~you~~ your wages. We know from Capt. Joselyn that the Consul at Singapore presented him from settling with you by an order on us, and as we under-stand it an account was forwarded to Washington and we would be called upon to pay the amount to one of the Departments there.

We shall have to write Capt. Joselyn at Duxbury Mass. for full particulars, it was not long ago that he was speaking of it, and understood that we were not written to on the subject from Washington.

We are ready to settle the account whenever we are called upon by the proper parties.

Yours truly

Chas. Brewster &

It possibly will probably be here
Saturday or Monday

Miss
W



Wauseon, Ohio, May 6th 1881.

the honorable Members of the Presidential Cabinet
in care of
His Excellency

James G. Blaine
Secretary of State
Washington
D. C.

Most honorable Gentlemen!

While respectfully confirming my communications to you, dated March 18th a. c., and mailed in care of His Excellency Robt. T. Lincoln, Sec. of the War, I venture to say in addition, that there is no claim in note or any other form against me in existence, and that a small collection amongst you, most honorable Gentlemen in behalf of my splendid son Frank Vengler, calculated decently to provide him for college, will be restituted with interests or before the 15th day of November a. c.

I entreat you generously to comply with my peculiar & bold request, & our Lord God will bless you
and the

honorable Yours for evermore.

A small contribution, a drop from the Ocean
for Each of You, will conform a corner stone to the solid
fundament of my good boy's educational career, & whatever
ever Your Kindness may remit, will be accepted with thankful
hearts. Again I annex my promissory note & beg to destroy
my note of March 18th a.c.

Meanwhile I have the honor to remain
with the sincerest regards, most honorable Gentlemen,

Your humble servant
D. C. W. Dingle
Letter Box 453.

Wauseon, Fulton Co. Ohio May 8th 1881.
On or before the 15th day of November a.c. I
promise to pay to the order of Mr. James E. Blaine
the sum of _____ dollars with interests
from date, for value received.
D. C. W. Dingle

Wm. F. Johnson

L. T. Tupper to O. Lang

Gordon Hummer



Wm. F. Johnson & Co.

a. 11 May 81.

Commission Hide and Leather Dealers.

242 & 244 Purchase Street.

Boston May 6th 1881.

Hon James T. Blaine
Secy State Washington D.C.
Dear Sir

At the suggestion of John Fiske Esq. Secy Collector of this port. We write you in relation to the action of Gen Jackson Esq at Califex N.S. in refusing to grant a health certificate to shipment of green salted hides and calf skins from that port. There are no restrictions on the importation of hides & skins from the Province. Our Custom Authorities, as well as the Consignors, are at a loss to understand the cause of his action. and any relief that can be afforded is greatly obliged.

Yours very truly Wm. F. Johnson & Co.

Miss

Immediate

Washington

May 6th

May 6. 1881

File Mr. Ward and arrived at office
May 7th night after dinner of Comm
Mr. Hon. James T. Blaine



Secretary of State May 9th

Sir:

I have the honor to enclose
herewith certificates of the
Clerk of the Court of Claims
certifying that mandates of
the Supreme Court of the
United States have been
filed in the Court of Claims
affirming the several deci-
ments of that Court in
favor of the claimants in
the suits instituted under
the authority of the Act of
Congress approved June 19
1878 entitled "An Act
supplementary to the Act
entitled 'An Act to carry
into effect the Convention

between the United States
and China concluded on
the 8th day of November
1858 at Shanghai; approved
March 3. 1859, and to give
jurisdiction to the Court
of Claims in certain
cases; as follows, viz:

Henry W. Hubbell } No 11968
no

The United States

Henry W. Hubbell } No 11969
no

The United States

The Sun Mutual Insurance } No 11970
Company no
The United States

The China Mutual Ins Co } No 11971
no
The United States

John C. Miller
Administrator of
Ezekiel S. Miller } No 11975
no

The United States

John P. Parlicson
Administrator of
Matthew Rooney } No 12058
no

The United States

The attested copies of the
said judgments in favor
of the said claimants, pre-
sented to the Secretary of the
Treasury, have been
transmitted from the
Treasury Department to
the Department of State.

As the said judgments
are to be paid and
satisfied out of the
Chinese Indemnity Fund,
under the control of
your Department, I have
the honor to request, on
behalf of the claimants, that
you will give the necessary
directions for the payment
of the same and interest.

I have the honor to be
very respectfully your
obedient servant.

John B. Ward
Attorney of Record for
the Claimants

In the Court of Claims
Dec. Term 1880.

Henry W. Hubbard.

The United States.

No. 11968.

I certify that a mandate
of the Supreme Court of the United States, has
been filed in the Court of Claims, affirming
the judgment of said Court of Claims in favor
of the Claimant rendered on the 7th day of
June A. D. 1880 in the aforesaid Cause.

Test this 6th day of May 1881.

John Randolph
Act. Clk. of Claims

In the Court of Claims
Dec. Term 1880.

Henry W. Hubbard.
The United States. } 11969

I Certify that a
mandate of the Supreme Court of the United
States has been filed in Court of Claims
affirming the judgment of said Court
of Claims in favor of the claimant in
the aforesaid cause rendered on the 4th
day of June A. D. 1880.

Test this 6th day of May 1881
John Randolph
Asst Clerk Ct of Claims

In the Court of Claims
Dec. Term 1880.

The Sun Mutual Insurance
Company.

The United States.

No.

11970

I certify that a
mandate of the Supreme Court of the United
States has been filed in the Court of Claims
affirming the judgment of said Court of
Claims in favor of the claimant in the
aforesaid cause rendered on the 7th day
of June A. D. 1880.

Test this 6th day of May 1881
Wm Randolph
Asst Clk Ct of Claims.

In the Court of Claims
Dec. Term 1880.

The China Mutual Insurance
Company.

The United States

no.

11971

I certify that a
Mandate of the Supreme Court of the United
States has been filed in the Court of Claims
affirming the judgment of said Court of
Claims in favor of the Claimant in the
aforesaid Cause rendered on the 7th day
of June A. D. 1880.

Test This 6th day of May A. D. 1881

John Randolph
Acting Clerk of Claims

In the Court of Claims
Dec. Term 1880

John C. Wilber Administrator
of Enoch S. Wilber.

The United States

no.

11975

I certify that a
mandate of the Supreme Court of the United
States has been filed in the Court of Claims, af-
firming the judgment of said Court of
Claims in favor of the Claimant in the Cause
aforesaid. rendered on the 4th day of June
A.D. 1880.

Test this 6th day of May 1881,
John Randolph
Asst. Clk. Ct. of Claims

In the Court of Claims
Dec. Term 1880

John P. Paulson
Administrator of
Matthew Rooney.

vs.
The United States

no.

12058.

I certify that a
mandate of the Supreme Court of the
United States has been filed in the Court
of Claims affirming the judgment of said
Court of Claims in favor of the Claimant
in the Cause aforesaid rendered on the
7th day of June A. D. 1880.

Test this 6th day of July 1880

John Randolph
Acting Ct of Claims

wise

Warren Department

8265
D.C.



May 7th 1881

Hon. James G. Blaine

Secretary of State

Sir:—

I have the honor to acknowledge the receipt of your letter of the 4th instant, enclosing copies of dispatches Nos 115 and 118 from the Consul at Hong Kong, relative to the alleged Bailey frauds, inasmuch as certain extra wages are said to have been collected for which no credit was given to the Government.

The copies of dispatches have been referred to the Fifth Auditor of the Treasury.

Very respectfully
William Windom
Secretary

May 6



Treasury Department

May 7th

The Honorable

James L. Plaine,
Secretary of State.

Inform Breidenbach
and note: 1000 in an
envelope addressed to
de Armas, 1400 H. St.
May 9. 1881
M. Bland

Sir:

I have the honor to acknowledge the receipt of a letter from your
Department dated the 6th instant requesting that instruc-
tions be given for the admission, free of duties and charges, of one box
containing battery.

imported in the
at the Port of Baltimore, and shipped in bond to Georgetown for the use of
Commissioner J. de Armas of the American French Claims Commission
and to state that, in pursuance of such request, the Collector of Customs
at that Port has been instructed accordingly, by letter of this date.

Returning the enclosure of said letter,

I have the honor to be, sir,

Your obedient servant,

Resd Ans to H. St William Windom

Secretary.

enc.

wise

H.B.J.



Treasury Department,

7980 2/2809

The Honorable

May 7th, 1881

James S. Plaine,
Secretary of State.

Inform Special Minister
May 9, 1881
Mr. Blod

Sir:

I have the honor to acknowledge the receipt of a letter from your
Department dated the 6th instant requesting that instruc-
tions be given for the admission free of duties and charges, of one
case containing 3000 Cigars

imported in the *Newport*
at the Port of *New York*, for the use of
the Minister of Spain

and to state that, in pursuance of such request, the Collector of Customs
at that Port has been instructed accordingly, by letter of this date.

~~Returning the enclosure of said letter,~~

I have the honor to be, sir,

Your obedient servant,

William Windom

Secretary.

No enc.

4363

War Department
Washington City
May 15 1881
Mr. Smith
Ad's Hqs
May 16 1881
Mr. Smith
August 15 1881
Mr. Smith
1881

I have the honor to trans-
mit herewith for your informa-
tion, copy of a telegram from the
Commanding Officer, Fort Benton,
M. D., to the Assistant Adjutant
General, District of Montana,
dated the 13th ultimo, relative to
certain British Bloods and Black-
feet Indians camped near the
ranch of Messrs. C. W. Price & Co.,
thirty five miles from Fort Benton,
and who are reported as killing

their cattle, I also enclose a
copy of the reply of the District
Commander, dated the 1stth ultimo,
directing that a detachment from
Fort Benton be sent out to ascer-
tain the facts, and to advise these
Indians to move across the line.

Very respectfully

Your obedient Servant

Robt W. Smith

Secretary of War.

The Honorable

The Secretary of State.

Copies Telegrams.

Fort Benton, April 13th 1881.

To Asst Adj't General.
Hon District of Montana.
Helena.

C. W. Price and Co. make a written
complaint that the Blood and Blackfeet,
Northern Indians, are camped near their
ranch, thirty five miles from here, and
killing their cattle. They wish to have it
stopped or have them removed. Letter will
be forwarded by mail.

Moale, Commanding

Helena, M.T. April 14th 1881.
Captain Moale.

Commanding Fort Benton.

District Commander directs that
you ascertain facts as to complaint by
Price and Co. As soon as the facts are
with Big Horn, pass on to their reservation,
send, if necessary, to ascertain facts, a
detachment under command of competent
Officer. If you find that the Blood and
Blackfeet, British Indians, have been
killing cattle, inform them that they

must move. Should they fail to move
within a proper time, report the facts.

It is not intended that on this order
you should use force to compel them to
move, as in such case a greater force
than that of your command would be
ordered for the duty. If it does not appear
that they have been killing cattle as re-
ported, still advise them that, to save
trouble, they should move north of the
line as soon as may be. How many
of the British Bloods and Blackfeet are
supposed to be in vicinity of Price and
range, and what are the names of their
chiefs.

Turner. A. A. G.

Headquarters of Montana. Helena M. D. April 16, 1881.

Official Copies respectfully forwarded
to the Headquarters Department of Dakota,
for the information of the Department Com-
mander.

(sgd) Thos. H. Rigger.
Colonel 18. Infantry.
Commanding District.

Note: From information since received
Mr Price stated that one animal
had been killed. The detachment
left Fort Benton today, the 16th.

Sgt. Thos. H. Rieger.

Colonel 18th Infantry
Commanding District.

Head Dept. of Dakota.

St Paul, Minn. April 28th 1881.

Official copies respectfully forwarded
to Headquarters Military Division of the
Missouri.

Sgt. Alfred H. Percy
Brigadier General
Commanding

Endorsement.

Headquarters Military Division of the Missouri
Chicago. April 30. 1881.

Respectfully forwarded to the Adjutant
General of the Army.

Sgt. R. H. Sheridan
Lieut General
Commanding

Copy 2901.890. 1887.
To accompany
and transmit thereon

March 30th 1887.

Commanding General
Military Division, St. Louis:

I have upon a telephone
communication with
St. Louis, Mo. and District
Attorney, relative to certain
land held in St. Louis
County, and upon the fact
that, 35 miles from St. Louis,
Missouri, there is a tract of
land, the title to which
is now in the hands of the
Government, and which
is now being sold to the
public, and which is more
valuable than the land.

Official Copy:

W. L. H.
Atty. Gen. of Missouri
May 6th 1887

For the Honorable
the Secretary of State.

Wise
taken May 11/81.

W. D. Wright

Post Office Department

Washington, D.C. May 7th 1881.



Sir:

To the end that the Additional Convention for the exchange of money-orders between the Post Office Department of the United States and the Post Office Department of the Kingdom of Italy, concluded August 9/24, 1880, may be included in the forthcoming edition of the laws passed during the last session of Congress, I have the honor to transmit, herewith, in compliance with the request contained in the communication from your Department of April 27th, ultimo, four copies of the Additional Convention in question.

I have the honor to be,

Sir,

Your obedient servant,

Thos. L. James

Postmaster General.

The Hon. James G. Blaine,
Secretary of State.

No. 6385.



National Board of Health.

Washington, D. C., May 7, 1881.

Sir:

I have to acknowledge the receipt of your communication of ^{the} 4th inst. transmitting copy of despatch from the Consul at Constantinople relative to the plague and to state that it has been referred to the Bulletin.

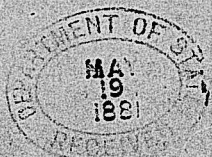
Very respectfully,

J. J. Purves

Secretary of the National Board of Health.

To Chas. Payson Enys
3d Asst Secy State
Department of State.

wise



United States Government Despatch Agency.

W. J. 4. Trafalgar Square.
London 7 May 1881

Hon William Hunter Order
Second Assistant Secretary of State
Washington

Sir

I have the honour to acknowledge
the receipt of your letter of April 21 with
extract from Mr Brooks' letter of 1 April
from Cork concerning the question of some
remuneration to the men who actually
handle the despatch Boxes on board
the Steamers of the Cunard Company.

I am taking steps to obtain the
information to enable me to answer
your letter fully and I shall do myself
the honour of writing again in a few days

I have the honour to be

Sir

Your Obedient Servant

O. F. Stevens
U. S. Despatch Agent

rise
to wife



Acce May 17/81
99 June 29/81
Springfield, Mass.
May 7. 1881.
[Handwritten signatures and notes: "What a fine mix", "Springfield", "Acce", "June 29/81"]

Hon Asst Secretary of State
Dept of State.
Washington D. C.

Dear Sir:

While feeling very grateful for
your favors in reference to my inquiry about the whereabouts
of my brother Daniel Sullivan, whom you re-
port as having died in Santa Fe, during the temporary
absence of your consul, on leave, and being of opinion
that your report is correct, I am however induced
by the rest of the family to request one more favor
of you viz. That you will please forward enclosed
photograph to our Consul at San Jose and request
him to submit it to the person or persons who saw
Mr. Sullivan in the hotel where he boarded or at
the time of his death so as satisfy us that the

deceased was really my brother. He stood about
five feet ten inches high and his hair was a
very dark shade of red.

This Sir, is the only favor
I shall request of you about this matter, &
trusting you will pardon me for trespassing
on your time and attention.

I am, very respectfully

John Sullivan.

• S. V. White, May 7, 1881.

This letter is bound
on the first page of Part
I May 1883.

It contains the
Decree of the Supreme Court
of the District of Columbia
in the case of White vs Porter.

Thomas
24 mdeg

Paris, le 7 Mai 1861.

Fito.

A Monsieur le Ministre des Affaires Étrangères des États Unis,
à Washington.



Monsieur le Ministre,

J'ai l'honneur de vous envoyer copie d'une lettre que j'ai
à M. le Président du Sénat, pour sauvegarder mes intérêts et ceux
que je représente dans les Emprunts Étrangers.

Je prends la liberté de vous faire cette communication, pour
le cas où elle ne serait pas en désaccord avec les sentiments et
les vues de vos nationaux, intéressés, comme nous, à une solution
équitable des Emprunts Étrangers.

Veuillez agréer, Monsieur le Ministre,
mes hommages respectueux.

Le M. Dr. Bonillet, absent
et par autorisation :

Le Membre du Syndicat délégué :

J. Dornis

126. Boulevard Pirene
Paris.

Paris, le 28 Avril 1881.

M. Monsieur Calderon,
Président de la République du Pérou.

Monsieur le Président,

Des circonstances douloureuses pour votre Patrie vous ont appelé aux plus hautes fonctions de l'Etat, et c'est à vous qu'échoit la lourde tâche de signer la paix avec le Gouvernement du Chili.

Au moment où le traité qui doit la consacrer est soumis à vos délibérations, vous trouverez légitime que j'appelle votre attention sur les droits des Bondholders, auxquels me lient des intérêts considérables que je représente dans la souscription des emprunts Péruviens, et que j'ai toujours défendus, dans la réunion des Bondholders que j'ai présidée à Paris, dans tous les meetings anglais, comme représentant du Comité Français, dans les procès retentissants qui ont été faits à M. M. Dreyfus et dans de nombreuses publications.

Et la date du 7 Janvier 1880, M. de Goyeniche, Ministre du Pérou en France, et M. Rosas signaient, en vertu des plénipouvoirs qui leur étaient conférés, un traité avec le Crédit Industriel. Je ne crains pas de dire que c'était le premier acte honorable qui ait été accompli dans le cours des événements qui ont marqué ces tristes emprunts péruviens, et c'est probablement pour cela que, sous la coalition d'efforts intéressés, il n'était pas exécuté.

Grâce à ce traité, le Pérou pouvait encore sauver son honneur, et sauvegarder, à la dernière heure, les intérêts de ses créanciers étrangers, car ce traité pouvait devenir un instrument de paix précieuse, entre les mains du Pérou et du Chili; mais à peine ce traité était-il signé, qu'une révolution éclatait à Lima, portant au pouvoir M. Pierola, l'ami de M. M. Dreyfus.

Le programme de ce dictateur improvisé ne se faisait pas attendre: c'était, vis-à-vis du Chili, la guerre à outrance,

quoique désespérée, et vis-à-vis de la maison Dreyfus, la reconnaissance hâtive et anormale de toutes les créances que cette maison réclamait en vain aux gouvernements précédents qui constituaient, au contraire, cette maison d'énormes sommes importantes. Il n'avait pas suffi à cette dictature néfaste que les emprunts émis par la maison Dreyfus eussent accumulé tant de ruines autour d'elle; il fallait encore qu'au moment de la conclusion d'une paix retardée à dessein, la maison Dreyfus pût produire, en opposition à la dette extérieure du pays et sur le même rang que cette dette, une créance liquide et reconnue. C'est à ce résultat inique pour les Bondholders, qu'ont abouti la reconnaissance par M.^r Pierola, au nom du Pérou, d'une créance de 80 millions au profit de M. Dreyfus, aussi bien que les négociations menées par M.^r Corribo-Sanz, qui ont pu permettre à la Société du Pacifique de se former, en quelque sorte, sur les ruines du traité du Crédit Industriel.

Il appartient à votre loyauté, Monsieur le Président, de ne tenir aucun compte de tous les actes consommés par M.^r Corribo-Sanz.

Le traité du Crédit Industriel, ayant été repété par M.^r Pierola et n'ayant été suivi d'aucun commencement d'exécution, est en réalité comme nul et non avenue.

Sans apprécier la valeur de l'apport qui en est fait dans la nouvelle combinaison, il est certain que M.^r Pierola s'est refusé à le reconnaître, et que d'ailleurs, ce traité ne saurait plus avoir l'appui des Comités, parce qu'il est vicié dans une de ses dispositions essentielles, dont les Comités n'avaient pas le droit de se départir.

En effet, toute l'économie de ce contrat résidait dans l'application intégrale du guano aux porteurs de Bons, après un prélèvement effectué au profit du Pérou et du Chili. De M. et

Dreyfus, il n'était question que pour substituer les porteurs de Bons au gouvernement du Pérou, dans les revendications à exercer contre la maison Dreyfus, débitrice vis-à-vis de ce Gouvernement. Le produit du guano devait être augmenté à leur profit de toutes les rentrées à opérer sur la maison Dreyfus.

Mais aujourd'hui cette maison doit recevoir sur le produit du guano une somme abusive d'environ 80 millions, en vertu des jugements rendus par des tribunaux au service de la dictature de M.^r Pierola, et on peut dire en l'absence de tout contrôle sérieux et dans des conditions presque dérisoires.

Le Gouvernement Péruvien a donc sa liberté d'action plénière et entière, et nous espérons qu'il ne suivra pas les errements de la dictature qui vient de tomber, pour le plus grand bonheur de tous, sous le poids de la réprobation publique et d'une écrasante responsabilité. Il y a assez longtemps que le Pérou, comme ses créanciers extérieurs, ont été victimes des envois de guano à la maison Dreyfus, pour qu'au moment d'une paix fatalement onéreuse, le Pérou trouve l'énergie nécessaire pour résister à ses prétentions, et ne laisse pas au Chili le monopole de l'honnêteté et de la probité politiques.

Du côté financier, il ne doit y avoir, au moment de la discussion des conditions de la paix, que trois intérêts en cause: Le Chili, le Pérou, et les Bondholders.

Il n'y a pas un seul Comité qui oserait soutenir une thèse contraire, et qui aurait mandat de le faire. Je ne crains pas de vous en donner l'assurance, et tout ce qu'on dirait, dans un autre sens, ne serait ni l'expression de la vérité, ni la représentation des sentiments des Bondholders. En effet, on ne s'expliquerait pas que le Pérou voulût s'acharner à sacrifier ses porteurs d'emprunt aux intérêts de la maison Dreyfus. Il n'y a, en effet, aucun doute qu'aujourd'hui le Pérou succombe sous les coups que les emprunts Péruviens ont portés à son crédit et dont les conséquences sont d'immenses richesses pour M. Dreyfus, la ruine pour le Public et la faillite, ainsi que le démembrement de la Patrie, pour le Pérou.

Aujourd'hui, au moment où il faut réparer toutes ces fautes et trouver un état de choses nouveau, de quoi est-il donc question, et, en vérité, le Public et l'Etat Péruvien, toujours solidaires des mêmes malheurs, continueraient-ils à être les victimes des mêmes fictions et des mêmes comédies ? -

La conséquence fatale de la combinaison sanctionnée par M. Coribio Sanz est de laisser M. Dreyfus écouler tranquillement, à des prix élevés et surtout sans rien donner aux porteurs de Bons, les quans qu'ils détiennent, jusqu'au jour où, n'ayant plus de quans à vendre, ils viendront encore des pertes aux porteurs de Bons le quans qu'ils reçoivent depuis si longtemps et qui leur appartient.

Une pareille iniquité ne prévaudra certainement pas dans les délibérations du Conseil du nouveau Gouvernement Péruvien et, dans tous les cas, elle ne saurait rencontrer aucun appui de la part des Chambres qui, si elles étaient consultées, auraient le devoir de soutenir les intérêts des Bondholders et non pas ceux de la maison Dreyfus. Nous avons déjà l'assurance que le Chili entend faire table rase de tous les événements précédents, et que les seuls intérêts dont il entend se préoccuper, en dehors de ceux du Chili et du Pérou, sont exclusivement ceux des Bondholders.

Nous espérons, Monsieur le Président, que votre Gouvernement voudra bien s'associer à cette manière de voir et de faire, et c'est avec cette conviction et un profond sentiment dans votre droit et dans votre justice, que je vous présente l'hommage de ma respectueuse considération.

Th. Bouillet.

A, Place de l'Opéra.

Paris, May 7th, 1881.

To the Minister of Foreign Affairs of the United States,

Washington.

Mr. Minister,

I have the honor herewith to send you a copy of a letter which I have sent to the President of Peru, with a view to protecting my own interests and those which I represent in the Peruvian loans.

I take the liberty to send you this communication, hoping that it expresses the views of such of your countrymen as are interested, like us, in an equitable arrangement with regard to the Peruvian loans.

Be pleased to accept, Mr. Minister, the assurance

of my profound respects

For Mr. Bonillet, absent,
and by authority,

J. Domis,

Delegate Member of the
Syndicate,

126 Boulevard Pereire,
Paris.

Paris, April 28th, 1881.

To Mr. Calderon,

President of the Republic of Peru.
Mr. President,

Circumstances painful to
your country have called you to the
highest office in the State, and
you are called to perform the hard
task of signing a peace with the Gov-
ernment of Chile.

Now that the treaty of
peace is being considered by you, you
will not think it amiss if I call your
attention to the rights of the bond-
holders, which I am led to defend
by the circumstance that I represent
considerable interests in the sub-
scription to the Peruvian loans, which
interests I have always defended, at the
meeting of the bondholders over which I
presided at Paris, at all the English

meetings, as the representative of the French Committee, in the suits which have been brought against the Messrs. Dreyfus, and in numerous publications.

On the 7th day of January, 1880, Mr. de Loxeneche, Minister of Peru in France, and Mr. Rosas signed, in virtue of the full powers which had been conferred upon them, a treaty with the Crédit Industriel. I do not fear to say that this was the first honorable act — in the whole course of the events which have marked these unfortunate Peruvian loans, and it was probably for that reason that, through the coalition of interested efforts, it was not executed.

By that treaty, Peru might still have saved her honor, and have protected, at the eleventh hour, the

interests of her foreign creditors, for that treaty might have become a valuable instrument of peace, in the hands of Peru and Chile; scarcely was it signed, however, when a revolution broke out at Lima, which elevated Mr. Piérola, the friend of the Messrs. Dreyfus, to power.

The programme of this improvised Dictator was quickly decided upon; it was war to the knife with Chile, although there was no hope of success, and, as regarded the firm of Dreyfus, the speedy and abnormal recognition of all the claims which that firm had vainly presented to the preceding Governments, which, ^{after their validity,} ~~so far from~~ admitting, had considered that firm as their debtor to a large amount. It was not enough for the Dictator that the loans issued by the Messrs. Drey-

fus had accumulated so many ruins around them; it was also necessary that, at the very moment of the conclusion of a peace which had been designedly delayed, the firm of Dreyfus should be able to produce in opposition to the foreign debt of the country and on the same footing with that debt, a clear and recognized claim. Such was the result, so unjust towards the bondholders, of the recognition by Mr. Piérola, in the name of Peru, of a claim of the Messrs. Dreyfus to the amount of eighty millions; this result was also due, however, to the negotiations conducted by Mr. Torribio Sanz, which enabled the Pacific Company to be formed, so to speak, upon the ruins of the Credit Industriel.

It is expected, Mr. President, that you will, with the uprightness which is

characteristic of you, pay no attention to any of the arrangements made by Mr. Torribio Sanz.

The treaty of the Credit Industriel, having been rejected by Mr. Piérola, and no steps having been taken to put it into execution, is in reality null and void.

It is not necessary to express an opinion with regard to its value in the new combination, but it is certain that Mr. Piérola refused to recognize it, and that it can no longer have the support of the Committee, because it is vitiated in one of its essential provisions, from which the Committee had no right to deviate.

In fact, all the economy of that contract lay in making over all the guano to the Hold-

ers of bonds, after a suitable portion had been appropriated to the benefit of Peru and Chile. The Messrs Dreyfus were concerned only so far as regarded the substitution of the bondholders for the Government of Peru, in the claims to be brought against the firm of Dreyfus, which was the debtor of that Government.

The proceeds of the sale of the guano was to be increased, for their benefit, by all that should be received from the firm of Dreyfus.

Now, however, that firm is to receive from the amount yielded by the sale of the guano the unreasonably large sum of about eighty millions, in pursuance of the decisions pronounced by courts subservient to Mr. Piérola, and, it may be added, without any real surveillance, and on terms which are little better than a mere mockery.

The liberty of action of the Peruvian Government is therefore unimpaired, and we hope that it will not imitate the errors of the Dictatorship which has just fallen, for the greatest good of all, under the weight of public censure and of an overwhelming responsibility. — Peru has long enough been a victim, as have her foreign creditors, to the large quantities of guano surrendered to the firm of Dreyfus, and now, when a fatally onerous peace is about to be concluded, she should have sufficient firmness to resist the demands of that firm, and not to allow Chile to enjoy a monopoly of political honesty and uprightness.

In a financial point of view, the interests of but three parties should be considered, when the conditions of peace are discussed; those interests are: 1st, those of Chile, 2d, those of Peru, and 3d, those of the bondholders.

There is not a single Committee that would dare to advocate a contrary view, or which would be authorized to do so. I do not fear to assure you of this, and all that might be said to the contrary, would not be the truth, nor would it express the sentiments of the bondholders. In fact, it would be impossible for the public to comprehend why Peru was willing to persist in sacrificing the holders of her bonds to the interests of the Messrs. Dreyfus. There is, indeed, no doubt that Peru is now succumbing under the blows which her credit has received from the Peruvian loans, the consequences of which are immense wealth to the Messrs. Dreyfus, ruin to the public, and bankruptcy to Peru, as well as political disintegration.

Now that these mistakes are to be rectified, and that a new state of things is to be inaugurated, what is to be the course pursued? Are the Public and the Government of Peru, one of which has always been affected by the disasters of the other, to continue to be the

victims of the same fictions and the same farces?

The fatal consequence of the combination sanctioned by Mr. Toribio Lang must be that the Messrs. Dreyfus will be enabled to dispose of the guano which they hold, at high prices and without paying anything to the bondholders, until, having no more guano to sell, they will dispute with the bondholders concerning the possession of the guano which the latter have been claiming for so long, and which belongs to them.

Such an iniquity will certainly not prevail in the deliberations of the Cabinet of the new Peruvian Government, and it certainly can meet with no support from the foreign offices of the different countries, whose duty it would be, if consulted, to uphold the interests of the bondholders, and not those of the Messrs. Dreyfus. We already have

the assurance that Chile intends to pay
no attention to by-gone arrangements, and
that the only interests which will be con-
sidered by her are her own, those of
Peru and those of the bondholders.

We hope, Mr. President, that
your Government will share these views,
and, with this conviction, and with full con-
fidence in your uprightness and sense of
justice, I offer you the assurance of my
respectful consideration.

Ph. Bonillet,
N^o 1 Place de l'Opéra.

~~Free~~ Filander May 7th 1881.

Hon. Jas. G. Blaine,
Secretary of State,

Sir - We respect-
fully protest against the payment
of any portion of the Mexican Award
to Handish, Connor, and Parsons
or J. V. White until we can be heard
by you on appeal.

We are very respectfully,
Yours devotedly,
W. B. Hatchett,
Atty for Sales.

3/20/81

for the men other for if he is on

To the Secretary of the
Department of State
Washington
May 17 1881



Sir,

My son Francis Monroe
Genette, who has just reached his
majority, having lived 5 years in
America; has filled before the
District Court of Warren County
North Carolina the 29 April all the
necessary formalities to obtain and so
obtain his naturalization at the
first and second degree.

Will you please tell me
if that young man could come
back to France, for business, he
would be protected by his American
nationality against any attempt

of the President and his
authorities.

I am, Sir
your obedient servant

C. Genette

Francis, May 1881.

C. Genette
Francis Monroe Co. Paris
Box 103.

May 10, 1881
Mr. Blair

United States Senate Chamber,

Washington, May 7, 1881.

Mr. James G. Blaine,
Secretary of State.



My dear Sir,

Mr. William A. Cooper, of New York, is about to visit Russia accompanied by his wife with a view of making that country his home. He is connected with the Western^{ing} House, Mr. Drake Company, and intends to enter into partnership with a Russian engineer. He has been introduced to me by the Hon. Franklin B. Gowen, President of the Pennsylvania and Reading Railroad Company, who speaks of him in the highest terms.

If you can give him letters of introduction

to some of the prominent officials in
Russia I should be very glad to have you
do so.

I understand that the rules of your
Department forbid the issuing of letters of
introduction to persons who simply visit
foreign countries for pleasure. As Mr.
Cooper visits Russia simply to enter in
a business transaction connected with
roads, &c., which will benefit to some extent
American interests, I do not think he would
come under this rule.

I am very anxious to oblige Mr. Cooper
in this respect, and I trust that you will
stretch a point, and endeavor, if possible,
to comply with my request.

Yours very truly,

S. S. Cameron

Adresse Telegraphique

'BERLIN'

New York.

Havre.

COMPAGNIE

TRANSATLANTIQUE

Louis de Belkian,

Agent.

P.O. BOX 4327.



New York, May 7th, 1881

To the Honorable Secretary of State.
Washington - D.C.

Sir

I have the honor to inform you that
a package entrusted to the purser of
our S. S. Caldera by the United States
Consul at Cadiz, has been forwarded to
you to day by Adams' Express.

Very respectfully your obedt. servt.

Louis de Belkian agent

Par Aug. d'Orville

Nathl. Wilson,

Counsellor-at-Law

Sir:

I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the claim of George M. Lyon, of New York, for damages and injuries sustained by him, and the acts of the officers of the United States Army, in the accompanying documents, and in the statement of the same to me to be forwarded to the proper authorities.

Yours faithfully,
Hon. James G. Thompson

Memorial.

Hon. James G. Blaine
Secretary of State



The Memorial of George M. Bayce respectfully represents

I That the Memorialist is a native born citizen of the United States having been born on the 1st day of November 1834 in Cumberland County Virginia. He has never been naturalized or taken any steps towards being naturalized in any other country. He went to Mexico in 1866 there to reside temporarily for commercial purposes, but retained his domicile in the United States. In 1871 in compliance with a general order issued by the Government of the Republic of Mexico requiring all foreigners to declare their nationality before the courts of Mexico or the consuls of their respective countries, he declared his nationality before the American Consul at Ormatitlan and received from the Mexican Government a certificate of matriculation, recognizing him as an American citizen. This paper is, with other private papers belonging to the memorialist, in the possession of the authorities of Mexico.

II On the dates presently to be mentioned in the years 1874 & 1875 the memorialist applied to the Agent of the Minister of Fomento or Interior Ormatitlan for permits to cut mahogany and cedar trees on the

public lands belonging to the Federal Government of Mexico and upon the payment of money amounting in the aggregate to \$175 he received permits signed by one Polanco as the agent of the Minister of Fomento and Custom House Collector as follows:

One permit etc III	dated Jan'y 6, 1874	for 500 albahogany & cedar trees				
" " " 42	" Dec. 8, 1874	" 500	"	"	"	"
" " " 54	" Jan'y 4, 1875	" 350	"	"	"	"
" " " 62	" Jan'y 19, 1875	" 1,000	"	"	"	"
	Total	2350	"	"	"	"

III after obtaining these permits the memorialist made application for the possession of the trees therein described, in due form, to the same agent, who thereupon sent a federal official named Juen Parubilla to make delivery of said trees to the memorialist and the said official did deliver to the memorialist certain of the trees covered by said permits and therefore marked by the memorialist and demanded by him, which delivery was made in due form by the identification of the trees and the handing to the memorialist or his agent a memorandum of the trees so delivered which were in number 600 and which were delivered as aforesaid in the latter part of January 1875.

On receiving said trees the memorialist commenced to cut and hew the same and to cut roads to facilitate hauling, and expended in the prepayment of labor, and for implements cattle and the right of

possession of lands over thirty thousand dollars, in the assurance and in the belief that the permits were valid and that said official would return and deliver the remainder of said trees.

While the employees of the memorialist were engaged in cutting and hewing said trees and during the absence of said federal official who had been sent to make said deliveries by said Poloma, Agent of the Minister of Fomento, one Eleuterio Perez who was an overseer of woods in the employment of the said Poloma agent as aforesaid, and an officer of the Federal Government, interfered with and stopped the cutting of said trees by the laborers of the memorialist and actually delivered the trees cut and partially hewed by the memorialist, to one José Guerrero on the pretence that the said Guerrero had permits for the same, and as he alleged by the direct order of the said Poloma, agent of the Minister of Fomento as aforesaid, and thereupon the memorialist was prevented from obtaining and has never obtained any of the trees which he had paid for and cut and hewed as aforesaid, and all his expenditures therefor amounting in the aggregate to the sum of over \$1,000 became and were and are a total loss to him.

V Therefore, after complaint being made by the memorialist to the Minister of Fomento the memorialist instituted suit against the said Guerrero before the Federal Judge of the District Court for the State of Vera Cruz.

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A translation of the Complaint so made and filed by the memorialist is to be found on the 23 page of the translation of the Expediente now on file in the Department of State.

When said Complaint was filed in said Federal Court process was duly issued by the Judge of said Court to the Judge of the Court of 1st instance (a ~~State~~ Court) at elbanitellan, requiring him to summon the said Guerrero to be and appear before the said Federal Judge holding said District Court on a day therein named, to answer said Complaint.

Process having been served on said Guerrero he appeared by attorney before the Judge of the 1st instance at elbanitellan, and objected to the jurisdiction of said Federal Court.

The attorneys in fact of the memorialist then interposed an objection to said plea and asked for the embargo of the word then being worked by the said Guerrero and the suspension of his work. The District Judge thereupon granted the order of embargo and order the agent of Trinita to execute it. Subsequently by the order of the Federal Judge the embargo was removed and Guerrero was permitted to continue his work upon giving a satisfactory bond for an unlimited amount to pay all damages that might be assessed against them.

The Federal Judge then submitted the plea of the said Guerrero to the District Attorney (fiscal) for his opinion.



The District Attorney on the 7th day of June 1895 transmitted his opinion to the said District (Federal) Judge advising him that he, the District Federal Judge had jurisdiction of said cause, for the reasons and under the provisions of the Federal law, which he fully set forth and explained. His recommendation to the District Judge was made in the following terms:

"For which legal fundaments (meaning reasons) I hereby ask the Judge to sustain the jurisdiction in the present matter and to inform the judge of the 1st instance of the nullity of the fact hoping that might decide from his pretension, and without causing any delaying, proceed to notify Senor Guerrero in order that he might appear to answer the writ against him established by J. C. Bayce. x
And should the Judge of the first instance still persist in sustaining his jurisdiction upon this matter then the expedient shall be directed in the first instance to the Supreme Court of Justice together with the information made by law giving immediate report to this office in order that all the necessaries be done with these actuations demonstrating also that in this proceeding an inquiry is made upon the negligence imputed to the Agent of the Interior which is well defined by the law of the Republic and which applications correspond to the Federal tribunals.

This communication from the District Attorney to the Federal District Judge is to be found on pages 42, 43, & 44, of the accompanying translation of the Expositions on file in the State Department which translation although extremely imperfect, sufficiently shows the nature and history of the suit instituted by the memorialist in the Federal District Court at Vera Cruz.

- V Since the said 3rd day of June 1895 no step or proceeding of any kind has been taken in said suit so pending in said Federal District Court. The said Judge took no action whatever upon the report or opinion of said District Attorney, although as the memorialist is informed and believes, under the provisions of the Federal law of Mexico it was his plain duty to have issued proper process to the Judge of the first instance, as advised by the District Attorney, in order that the question of disputed jurisdiction might be heard and determined, and although the Federal law of Mexico fixed the time within which said process should issue within said period, as the memorialist is informed and believes does not exceed fifteen days.

The memorialist personally, and by attorney, made frequent requests and applications to said Federal District Judge, for the issue of process and for the determination of the question of jurisdiction

but no attention whatever was paid to his representations except that the said Judge and his predecessors in office made frequent promises that the matter should receive immediate attention which promises have never been complied with.

Without the issue by the Judge of process or citation the memorialist had not and could not have any standing in said Court and was powerless to cause said suit to be proceeded with or to take any appeal to any other tribunal.

The Expediente in said suit remains to this day in the said Federal Court, and the suit remains today in the same predicament it was in on the 3rd of June 1875.

VI After waiting patiently in the hope of obtaining judicial action the memorialist on the 8th day of January 1878 made his formal protest before the Mexican Consul General, and delivered the same in person to Administrator Foster, in the same month, who informed the memorialist that he had instructions from the Department of State to present no claims to the Mexican Republic at that time.

A copy of that protest is on file in the State Department and also a copy of the Expediente which is now on file in the said Federal District Court. The said Expediente contains the official report of Juan Boambilla and Esteban Gomez employees

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and agents of the Republic of Mexico in relation to the right of the memorialist to the tree claimed by the memorialist.

The whole history of the transaction is set out in these reports, and they contain official and unequivocal admissions, of the officers concerned with the business, of the validity of the memorialist's title to the tree and the justice of his claim, and of the invalidity and injustice of the pretensions of his opponent Guerrero.

Imperfect translations of these reports will be found on pages 45 to 48 inclusive of the accompanying paper already mentioned.

VII The neglect and refusal of the said Federal District Court, continued for more than six years, to proceed with the said cause, and the fact that said Court still neglects and refuses to proceed therein, is a practical denial of justice and of the remedy afforded by the laws of Mexico in such cases, of which the memorialist has in good faith, but in vain sought to avail himself of.

VIII The acts of the officers of the Mexican Republic in receiving from the memorialist money, and, in consideration of the same issuing to him the permits hereinbefore referred to, and in pursuance of the permits delivering to him the tree therein described more acts

done and committed by officers of the Republic of Mexico in the exercise of the authority and jurisdiction conferred upon them by the law of the Republic of Mexico, and vested in the memorialist a good and perfect title to the trees described in the permits.

The acts of certain other officials of the Republic of Mexico in violently taking from the memorialist and conferring upon another the trees so purchased and paid for, were in violation of the laws of the Republic of Mexico and constituted a tort committed by officials of the Mexican Republic against the property of the memorialist, a citizen of the United States.

IX The memorialist therefore claims the interposition of the Government of the United States with the Government of Mexico on his behalf, and asks that the Secretary of State direct the Minister of the United States at the city of Mexico, to bring to the attention of the Government of Mexico, the facts herein set forth, and request the Government of Mexico to indemnify the memorialist for the losses that have been occasioned to him by the acts of the authorities of the Republic of Mexico.

The extent of the losses which he has suffered sufficiently appear in the papers now on file in the Department of State.

Respectfully submitted.

George M. Gayne

District of Columbia:

Be it remembered that on this
6th day of May A.D. 1871 before the undersigned a United
States Commissioner in and for the District aforesaid,
personally came George M. Hayes who being
first duly sworn deposes and says that he has
read the foregoing memorial by him subscribed
and knows the contents thereof: that the facts
therein stated as of his personal knowledge are
true, and those stated upon information and
belief he believes to be true.

George M. Hayes

Subscribed & sworn to before me the day & year first
above written.

John J. Zerk
U. S. Commissioner
District of Columbia

Memorial.

Mexico.

George M. Loyer
no 1

Know all men by these presents that I George M. Loyer of Cumberland County, Virginia have made constituted and appointed and do by these presents make constitute and appoint Nathaniel Wilson of No 635 F Street Washington D.C. my true and lawful attorney for me and in my name place and stead to prepare, present to and prosecute before the proper Department of the Government of the United States my claim against the Republic of Mexico for indemnity for certain losses and injuries occasioned by the officers and agents of the Government of said Republic in the years 1874 & 1875 in depriving me of certain property theretofore purchased of and paid for by me to said Government, to wit certain mahogany and cedar trees; hereby authorizing and empowering my said attorney to do any and all acts in the premises as fully as I myself could do if personally present; hereby ratifying and confirming all that my said attorney may lawfully do by virtue hereof: hereby revoking all any former powers of attorney by me at any time made & given. In witness whereof I have hereunto set my hand and seal this 6th day of May A.D. 1881.

Signed sealed & Delivered
in presence of,
Latham Zevilly
District of Columbia.

George M. Loyer

Be it remembered that on this 6th

day of May 1881 before the undersigned personally came
George W. Bayle. being well known and known to
me to be the person whose name is signed to the
foregoing letter of attorney, and the same having
been read over to him and the contents thereof
fully explained he acknowledged the same to be his free
act and deed for the purposes therein specified.
In Testimony whereof I have hereunto set my hand
and official seal the day and year first herein
before written.

Ortwin Zevly
Commissioner
Dist. of Columbia

Power of attorney

George W. Bayle

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Charles W. Allen

George W. Bayle

Citizen Agent of the Ministry of the Interior.

I had received a letter from the person charged with the forest belonging to Señor F. Bremont, my agent, in the river called "Ialtepec," dated 10th of the present month, in which he states: that Señor José Guerrero has taken possession of five hundred trees situated all along the straim "Mira Flores," tributary to "Santa Lucrecia," comprised in my issue N° 42, of the 11th of December, last year, for five hundred trees. The straim "Mira Flores" is not mentioned in any one of Señor Guerrero's permissions, even more there is sufficient wood within the limits of our respective issues to cover the said number of trees.

Before you, Sir, very respectfully, I ap-

pear saying: that Señor José Guerrero has no right to take possession of any wood from the center of the forest belonging to my Agent J. Bremont, much less when Señor Bremont has been working all the year past in said place without having been molested by anyone or by the authorized issues from that Agency. Whereupon, and in order that my interests might suffer no prejudice

To You Citizen Agent I request that order may be given to the keeper of the forest, as soon as it may be possible, and as I have solicited in my note of the 17th of December last, to deliver to my Agent Señor Bremont, or, to his Agent, the above named five hundred trees, all of which, or, quite all of them, have been put down

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by the said Senor Guerrero, or his Agents,
or his working men, &c, by his own ac-
count, his orders and his consent.

Copy of its original (signed) "Palomo"
a flourish = seal containing: Agency
of the Ministry of the Interior, in Goat-
Zacoalcos.

Citizen Agent of the Ministry of the Interior.

I take liberty to call your attention to
the fact, that according to a letter received
from Saltepec on the 18th instant, Senor
Jose' Guerrero and his Agents are yet
continuing in taking wood from the
streams of "Santa Lucrecia" and "Itolochi"
which are of my property as it is stated
in my issues.

I expect to prove by a statement that
I actually am making, that the wood

A Fifty cents

Stamp.

Criticism of the Minister of the Interior.
actually taken by Guerrero, which
number amount to one thousand
five hundred, or, two thousand trees,
is without any permis, for, during
the past year he took and labored
the balance of the wood belonging to
him according to the permissions.
Whereupon, the said wood belong to
me by right, in conformity with the
regular issues taking from that
Agency, and in virtue of which I
again ask to be placed in possession
of the same.

Minatitlan, January 26th 1875.

= A seal containing, It is a copy,
Agency of the Ministry of the Interior, in
Goatzacoalcos = (Signed) "Palomo," a
florish =

A fifty cents

Stamp.

Citizen Agent of the Ministry of the Interior.

I again, most respectfully, and as it may be more proper, I call your attention to the abuses committed by Señor José Guerrero in the forest formerly belonging to my Agent Francisco Bremont, and now of my property by reason of a legal sale.

I have some worthy notice which deserves amply faith and credit, or at least the sufficient to request you again as the competent authority to correct the above named abuses.

As I have stated before, Señor Guerrero has taken possession of some trees belonging to the said forest situated on the banks

and between the streams "Santa
Guerecia" and "Totolochi," which trees
were selected and marked, and were
cut down after having informed the
said Señor Guerrero, of my permissions
from the Agency under your charge.
All of which is but a clear violation
of Article 3^d of regulation in force
upon the matter.

Even more, further notice has come to
my knowledge, that the said Señor
Guerrero has made an application
to the Judge of the 1st instance for an
order of arrest against the Overseers,
which fact precisely will cause the
separation of them from my forest
for an indefinible or uncertain time
in the more important season of
the year, prejudicing thus my interest,

and in certain degree suspending
the continuation of my works in a
forest in which, at the present date,
I have expensed (\$20,000) twenty
thousand dollars.

Before you, Citizen Agent, I pro-
test in all legal form and as it
may be proper against Señor
José Guerrero, his Agents and his
working men, and against the
illegal acts and proceedings of
each one of them that may result
in my prejudices.

Even more, I request you, Citizen
Agent, that, according to articles
10 and 11 of the regulation in
force, an order be issued pla-
cing me in possession of all the
wood taken by Señor Guerrero, his

agents and working men, until my permissions are fully satisfied.

Nº 711, 42, 62 and 54, and that I be in possession of (500) five hundred trees more belonging to my Agent Rafael Paron under the issue Nº 97 within the expressed limits in the said issue.

I hereby protest to proceed in good faith. Minatitlan February 23^a 1875.

(Signed) G. M. Caya.

A copy be granted—

(Signed) Palomo— a flourish—

As it is stated by Genor G. M. Caya, in the present course, it is ordered to pass to the Subinspectors to proceed to point out the trees in relation with the issues

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10, 42, and 62, having present the general instructions given in writing by this Agency.

In regard to the complaint made by Senor Jose Guerrero against the overseers, or persons of Senor Caya before this Judge of the 1st Instance of this District, this Agency know not the motives that the claimant may have, and being probably of the Jurisdiction of the Tribunal of Justice of the State, to it may be occurred making use of any legal rights.

(Signed) Palomo = a flourish.

(A fifty cents Stamp.)
Citizen Agent of the Ministry of the Interior.
Before you, most respectfully, and

as it may be proper, I state, that Senor Juan Brambilla has informed me that he delivered only five hundred trees in "Santa Lucrecia", leaving thus fifteen hundred more to be delivered according to the issues.

To you, Citizen Agent, I request that the return of the said Officer be as soon as possible in order that he might deliver to my Agent Senor R. E. Suarez the balance which number is fifteen hundred trees, for I am myself the only legal owner of the said trees, a greater part of which have been detrimenting by Senor Jose Guerrero, his agents and men of work.

Minatitlan, February 23^d 1875.
(Signed) G. M. Caya = a flourish.

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A copy of the aforego in be granted.

(Signed) Palomo = a Florish =

To the Subinspectors and keepers of
the florest, in order that according to
the instructions already received
from this Agency, may proceed to
the appointment.

(Signed) Palomo = a Florish =

A copy which I certify for the interest
of the party. (Signed) Palomo.

A seal containing: Agency of
the Ministry of the Interior.

A fifty cents Stamp. —

Citizen Agent of the Ministry of the Interior.

At this, via A. M. I have received some
intelligence, stating that Señor Matías
Perez is going to Jaltepec to decide upon
the existent litigation between the under-

signed and Señor Guerrero in relation
with the permissions at "Santa Lucrecia"
and Totolochi."

I hereby protest against all and each
one of the acts and proceedings of Señor
Perez that may result in my prejudice,
for, he has declared before hand his
opposition against me without reason
and without having the required know-
ledgement on the subject. I also inform
you that I thoroughly acquainted with
the denunciation made by Señor Bram-
billa, which I think can be sustained
in all its parts.

Minatitlan, February 27th 1875.

(Signed) G. M. Caya. — A seal of the
Agency of the Interior, at Gatzacoalcos.
To be aggregate to the expediente, and a
notification be made to the interested

party, ^{as} to the fact that being Señor Matias
Perez one of the Subinspectors in duty, he
is to go to the indicted grounds to pro-
duce an information and to proceed
according to the instructions of this
Agency. Should the proceedings of
the said Subinspector be not fully
justified, then the complainant shall
keep his rights safely to charge him
with the responsibility to which he
might incur for his partiality.

Minatitlan, February 28th 1875-
(Signed) Palomo.

It is a certified copy - (signed) Palomo.

Santa Lucracia, May 18th 1875.
Señor Don Manuel Carmen Copo.

Dear Sir:

Yesterday, upon my arrival from

Naranjo, I learned, at Señor Guerrero's house, that still he is continuing working on the woods which you have tumbled, taken off the point, and remarked. Although it is stated by Señor Narciso that ^{only} two or three pieces of timber have been marked by a mistake, I am informed that it have been done with a greater part of the wood. You shall learn that Señor Narciso did say publicly before all the witness, that only eighty timbers have been tumbled, and that only to that number you was right to claim, for, taking out the said number of eighty, Señor José Guerrero was entitled to the rest, for which I desire that you will issue an order to the effect that the work on said wood, belonging

to Señor Guerrero be discontinued.

I hope you will acknowledge the receipt of the present. Without any other particular, you may command me at your pleasure, as your S. S. Q. B. S. M.

The Subinspector of forest-

(Signed) Matias Perez - a Florish.

A fifty cents Stamp - A seal containing: Agency of the Ministry of the Interior, at Goatzacoaleos.

Citizen Agent of the Ministry of the Interior.
With date 6th of January, 1874, I had received from that Agency, according to an application, the respective permis No. 111 for five hundred trees on the grounds of the strain "Totolochi" and its tributaries, and on the 23^d of January I applied for the possession

according to article 3 of the regulation, and
said possession never has been fulfilled.

The wood mentioned in the above
named issue was not counted by
me neither by my agents or con-
tractors during the year 1874, and
for which reason I did ask for the
revocation of said permis on the
4th of January 1875, for (350) three hun-
dred and fifty trees according to article
9 of the said regulation, which was
fully granted by the Agency so wor-
thily under your charge, and which
duty, at the rate of seventy five cents,
were paid as before.

I have applied for the renewal of the
permis for three hundred and fifty
trees only, simply because only one
hundred, or one hundred and fifty trees

have been cut down by Juan Mater who is a contractor of Señor Lutch's house.

Señor Mater, to whom I have referred to, had not any permis to cut wood on the ground of the strain "Totolochi"; but he said he bought the said one hundred, or one hundred and fifty trees from Señor Jose Guerrero.

On to the date 6th of January, 1874, no permis have been granted to any person to cut wood on the ground of the strain of "Totolochi" and its tributaries; whereupon I ask that the aforesaid one hundred, or one hundred and fifty trees that have been cut down by Juan Mater be delivered to me together with the rest of the three hundred and fifty trees mentioned in my renewed permis.

X
X
Now I have a positive intelligence
that Senor Jose Guerrero is cutting the
wood correspondent to my referred
permis, and therefore I ask that
said wood be delivered to me or to my
agents. By revising the Books of
the Agency under your charge, you
will find that the permis & possession
which I now am claiming, have been
granted with priority.

I again repeat my demand for the
possession of the five hundred trees
granted by permis N^o 42, issued on
71th of December, 1874, and for one
thousand trees according to permis
N^o 62, January 20th, 1875. Meantime
I call your attention to my various
applications made under date 18th
and 26th of January, and 23^d of Sept

10
last. The five hundred trees mentioned
in the said permis N^o 42, have been
delivered to my Agent N. E. Suarez
by the keeper of the forest Juan Bram-
billa on the 14th ultimo, and I have
been informed that the said five
hundred trees have been removed
from the possession of my said Agent,
N. E. Suarez, and delivered to Senor
Yone Guerrero, by the keeper of the
^{forest} forest, Senor Matias Perez.

I also call your attention to my com-
munication of the 27th ultimo, in
which I protest against all and each
one of the acts and proceedings of Senor
Matias Perez that may result in my
prejudice by reason there sufficiently
expressed. I now ask that the said
five hundred trees be returned to me,

and the one thousand trees mentioned in
permis N^o 62 also. As I have been pro-
ceeding in good faith and in confor-
mity with the laws of the Republic of
Mexico, to it I look to protect my rights,
charging with the responsibility to
whom it may correspond.

Minatitlan, March 18th 1875.

(Signed) G. M. Caya-

It is a copy certified by (signed) Palomo.

In the City of Minatitlan, and on the
23^d of March, 1875, Senor Carmen
Hernandez Copo was before the A-
gency of the Interior, and said: that
on the 18th of the present month he received
a letter from the Subinspector Senor
Matias Perez, asking to discontinue
the cutting of wood, for he was ready

to place Señor Guerrero in possession of all the wood the may be cut thereafter; that all the trees which he have been cutting down afterward have been ordered to be marked with Señor Guerrero's mark by the same Subinspector, that the said wood correspond to permis N^o 42, and it was delivered to the exponent on the 14th last month by the Subinspector Juan Y Brambilla; that Señor Matias Perez, when the exponent was stating his rights to the wood already delivered, stated that he could not pay heed to any orders from the said Y Brambilla, that he was

acting according to instructions from the Agency of the Interior, adding that Señor Brambilla was paid by Señor Caya, that he, being the overseer of Señor Bremont's forest, did commence the tumbling of the mentioned trees; that afterward Señor Bremont traspassed the forest to Señor Caya, and a while after Señor Guerrero entered in the grounds and began to cut down the trees very rapidly, after which the exponent proceeded to work all the trunks tumbled long before, which trunks, as he has stated previous, were delivered by the Subinspector, and may be found within the limits of Señor

Bremont's Florest, as it may be
seen in the note addressed to him
by Senor Perez on the 18th inst, at
the florest of the said Bremont
at "Santa Lucrecia".

Finally the exponent requested the
Agency to be favored with a
certified copy of the present act,
which he signs as it is required.

(Signed) Carmen H. Copo.

Certified copy, Minatitlan, April
13th 1875. (Signed) Palomo.

A seal, containing: Agency of the Minis-
try of the Interior at Goatzacoaleos. A
fifty cents Stamp.

Citizen of the Ministry of the Interior.

In virtue of the statement made (against)
before you, to day, by Carmen H. Copo,
one of my overseers at "Sta Guerecia",
you will note most necessarily that
article 10 has been clear and arbi-
trarily violated, it also will

be noted that abuse of authority have
been committed on the part of the
keeper of the Forest Matias Perez.

Whereupon I again ask to be placed in
possession of all the wood cut down
by Jose Guerrero, his contractors, his
agents and men of labors, at least
the wood sufficient to cover my per-
missions, which altogether amount
to 2,300 trees.

I have also presented to you an expo-
sition made by a contractor, Pedro

Ynarez in relation to the abuses committed by the said Jose Guerrero, and the said keeper Matias Perez, at the strain of Totolochi where I have permission N^o 111.

Minatitlan, March 23^d 1875.

(Signed) G. M. Caya.

Certified copy. Minatitlan April 6th 1875
(Signed) Palomo = a florisk —

A seal containing. Agency of the Ministry of the Interior, at Goatzacoalcos.

Information that the undersigned gives to Señor G. M. Caya, as his employed, in relation to all that has transpired at the florist of "Totolochi."

1. That on the 17th of January, of the present year,

I went to hunt for some wood on the grounds of the said "Totolochi" according to N.º 111, and and permissions from You.

2- That I found two hundred and fifty trees already hunted and marked by Your Commander Victoriano Ramirez, and I took possession of them With the authorization of Your Agent Señor Narciso Suarez.

3- That afterward I came back to look for some men to work the same trees, and I went there again on the 15th day of the same month, with 17 working men.

4- That on my arrival to the forest I began to prepare the necessary articles for my labor, and on the same very day (the 15th), Señor Guerrero ordered to tumble the above mentioned two hundred and fifty trees.

5- That immediately I began to work the

same wood.

- 6- That on the 8th of March, the same year, the Subinspector Matias Perez came to the said forest, and ordered me to discontinue my work, stating verbally, that the said two hundred and fifty trees were adjudicated to Genor Jose Guerrero, and that I will be paid for all the work I have done on the wood.
- 7- That by reason of the said order from the Subinspector I ceased to work, that I left the forest with my 17 men and the provisions of mouth and I came to the town to inform you this incident.
- 8- That what I have said is but the truth, which may be credited by Martin Pascual who came with me, and also by the working men whose names I may

give if necessary.

Minatitlan, March 23^d 1875. - At the
request of Pedro Suarez - Angel Vidana.
Certified Copy, Minatitlan, April 6th 1875.
(Signed) Palomo. = A florisk =

Citizen Agent of the Ministry of the Interior.
G. M. Caya, citizen of the United States,
and a merchant established in this
town, before you, most respectfully, said:
that since the day, 25th of February last,
on which I made my complaint, before
the Agency, against the arbitrary proceedings
of Señor Matías Pérez at the Store under
the charge of my employed, N. E. Suarez,
the said Agency has abstained itself from
rendering any resolution on the subject,
excusing itself by saying that it can

do nothing in the matter until information from its Commissioner, Señor Matias Perez, is received, that I have been waiting until this date, limiting myself only to denounce before the Agency the abuses committed in prejudice of my interests, and although the said Agency never could not commission Matias Perez for his notorious partiality in the matter, - of which I complained before the Agency, hoping that the said abuses might be corrected, -

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the result is, that I have been kept in waiting with the pretext of having not any details from Matias Perez.

The Agency know very well that these details, fabricated by a public enemy of mine, who before hand has prejudged my case, cannot be appreciated in any manner; nevertheless, it is by all means convenient to my rights to learn definitively what the Agency intend to decide upon the particular.

I am informed that the espediente has been forwarded to the Agency by Perez; and this being a fact, or, having being the said espediente detained maliciously by Perez, it is the duty of the Agency to dictate a resolution upon the subject. Whereupon, to you I occur asking to be informed, as soon as possible, of the

resolution, with a certified copy of the same,
and the antecedents to be used in behalf
of my interests. Minatitlan April 3^d 1875.

(Signed) G. M. Caya.

I hereby certify that at this 10 A.M., the
7th day of April, same year, and in company
with Señor Guill. Colmon, I have delivered
the present note to the Agent of the Interior—
(Signed) P. Cabada—A florist.

Citizen Agent of the Ministry of the Interior.

The undersigned before you states, that by
repeated times I have complained of the
proceedings of Matias Perez, Subinspector
of forest, executed at my possessions
at "Santa Lucracia" and Totolochi, and
I have also asked to the Agency to dic-
tate a measure that might put an
end to such illness.

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X
While replying with silence, it has been
officially stated that should the said
proceedings be contrary to the laws,
Senor Perez will be responsible for it,
and that the Agency reserve itself
to examine the expediente in order
to render a decision, or give it the
required course.

I ignore if to make such an official
declaration the Agency is empowered
by a Superior disposition to grant
authority to the Subinspectors, by which
they might, by themselves, dictate any
measure upon forest questions,
though prejudicing the rights of a
third, and submitting the said mea-
sures to the approbation of the Agency.
Until now I understand that the law
charge them only with the duty to

inspect and examine the questionable points on a forest, and then to render his information to the Agency to decide, within its faculties, the differences established, or to submit the same to the Judicial Authority. My statement is supported by the regulation in force, of which, the Citizen Agent will permit me to offer the following:

One of the paragraph of Article 14 say:

"To inspect the places of cutting wood, to have intelligence of all the difference that may occur between the working men, in order that by his information the Agency may be able to settle, peacefully, all difficulty, and in case of none success it may be forwarded to the Judge providing that the parties are willing to bring the case before

a Judicial Court."

In addition article 21 say: "The Subinspector cannot dictate any disposition that may affect the interests of a third party, without the knowledge of the Agency which may proceed upon the receipt of just and proved informations."

Contrary to the sense of the dispositions quoted from the regulation, the Agency has commissioned Matias Peres to dispose of my wood, though knowing before hand that he was going, well disposed, to proceed with partiality. The Agency has received from me several complaints against the abuses of the said Subinspector, and has contented itself by saying that it is waiting for details to resolve; the time has been passing by, and

while this, the favored party has been taking my wood, and I remaining with my men prevented from working.

If I make this statement, Citizen Agent, it is not because I expect any remedy

X from you - for I sincerely believe that all efforts will be made to entangle my case - but only to let you know that

Matias Perez is not the party responsible for said proceedings, but the Agency itself for having tolerated, or, ordered, an employed to act thus.

X That on the 23^d of February last the deponent repeated his complaint, adding that Senor Guerrero was tumbling and marking all the wood already hunted and marked by the contractor of the deponent, and all this done against the

laws of forest: that in compliance with the said laws, articles 10 and 11, I demanded the possession of the said wood, according to permission N^o 111, 42, 62 and 54, besides the possession of five hundred trees more, according to permission N^o 97, in favor to Senor Rafael Pavon: that the Agency, in virtue of this new complaint, dictated an order sending two Subinspectors to point the necessary trees to cover the permissions N^{os} 10, 42, and 62, without mentioning the others, and that the said Subinspectors were to proceed according instructions: that the above referred order was fulfilled in full, as the Agency, instead to send the two appointed Subinspectors, did send Matias

Perez alone. That prior to the 28 of Feb. the deponent received information from his employed at "Santa Lucrecia" and "Totolochi", stating that Señor Perez had established himself there to prevent my men from working, and that Señor Guerrero was working on the wood already tumbled, and receiving the wood already labored belonging to the deponent, according to permissions: that on the 18th instant, the deponent made a new application denouncing before the Agency these arbitrary proceedings and yet no remedy was given, allowing thus that the deponent be deprived from the use of the wood, to which he has a perfect right according to the granted

permissions Nos 111, 42, 62 and 54, already stated, and to his contractor under the No 97. That by reason of an inexplicable contract, the wood belonging to the deponent is passing to the hands of Jose Guerrero by consent of an inferior officer, being the fact that Guerrero is not only tumbling the wood for which he has not any permission but also defrauding the public treasury of the value of one thousand five hundred, or, two thousand trees that he has tumbled without having any permission for it, and for which abuser he is entitled to a fine of six dollars for each tree according to article 19 of the Regulation in force, a fine that has not yet been made effective

as the deponent is informed by Senor
Brambilla. That for different times,
the deponent has most solemnly pro-
tested against the above stated
abuses committed by the Subinspec-
tor Matias Perez; also against the violent
spoliation that he is committing by or
without instructions from the Agency
of this place; also against the same Agency
of the Interior for having neglected the
proceedings against Who it may concern
for the prejudices caused to the deponent;
and therefore, the deponent request that
a certified copy of this protest be granted
to him together with a copy of the
notification of the same which is to
be made to the Agent of the Ministry
of the Interior of this town. Whereupon
I sign it before the witness Manuel

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Giaz and R. M. Rogers, both of this town
whom are not employed at this office.

G. M. Caya = R. M. Rogers = Manuel
Giaz = M. M. Yzaguirre = J. Mar-
tinez, Secretary.

On the 24th of March, same year, the
Agent of the Ministry of the Interior was
present who was identified by the
Judge, and who before witness was
notified of the full contents of the
aforesaid protest, formulated yester-
day by G. M. Caya, and being well
informed of the same, the agent
said: that as it was necessary to send
the Subinspectors to point the trees
of Mahogany and cedar, according
applications made by the interested
parties, and according also to per-

missions granted by the Agency, it was decided to appoint Matias Perez and Juan Brambilla as such Subinspectors of Florest; that a short distance from this town, Matias Perez came back by reason of having been taken with fever and remained sick for fifteen days; that Senor Brambilla did continue, with the keepers of Florest, to execute the orders given by this Agency, and that a little while afterward he returned to report the operations executed; that immediately a complaint was made to the Agency by Senor Guerrero as have been spoiled by the Subinspector Brambilla; that by reason of this complaint, the Agency had to send Matias Perez to revise the acts executed by the first Subinspector, with instructions to justify his opera-

tions in case that he would have to proceed contrary to all that have been done by Senor Brambilla; that it is true that Senor Coaya has protested with priority before this Agency against the proceedings newly performed by Matias Perez, censuring him for partiality in the matter, for having mislead his opinion before to reach the ground where he was called to perform duty; but having faculty only to appoint two Subinspectors, and having not power to appoint others without the discharge of those who actually are in service, the Agency did made manifest to Senor Coaya that should the Subinspector Perez's proceedings were contrary to the instructions from the Agency, and to the regulations of Forest, he will

be charged with the responsibility in which
he might incur for his notorious partiality as it is the sense of the complainant.
that some few days since some more Acts
were constructed in relation to some of
the trees, or worked wood, delivered to Señor
Guerreo, which Acts, according to Sub-
inspector Perez, are coming to justify the
previous proceedings upon which it
has been spoke of before, that at present
this Agency is unable to produce its
justified information upon the proceedings
already stated simply because it has not
the leading documents recorded in the
expediente that exist in the power of
Subinspector Perez, that as soon as he
comes, and in conformity with the law
in force, will pay attention to the pre-
sent aspect of the affairs, to deduce

if it is or not of the competence of the
Federal tribunals or the tribunals of
justice of the State, and will pass the
respective expediente to the competent
tribunal, for the end required, or shall
render its final decision. While this the
Agency acknowledge the receipt of the
protests formulated by Senor Caya
against both, the Agency and the
Subinspector Matias Perez; but the
Agency possess the conviction of ha-
ving been acting according to the
laws in force; and therefore I think
I am not responsible for any of its
proceedings, and shall endeavor to
charge to ~~whom~~ may appear culpable.
It is signed, being witness Benito
Juarez, and Fernando Rodriguez,
both of this town and no employed

at this Office = Angel Palomo by himself.
and for Benito Suarez = Fernando Ro-
driguez = M. M. Yaguine. P. Mar-
tinez = Secretary.

It was taken from the original filed
in the protocol of public Instruments in
charge of the Judge, which is legally
corrected in these useful five pages,
with the respective Stamps -

Minatitlan, March 14th 1875.

(Signed) M. M. Yaguine = A florist -
P. Martinez = A florist.

Judge of the District:

We, Ag. Gutheil & Co, in the name and by
request of G. M. Caya, a citizen of the
United States, merchant resident
in Minatitlan, for whom we give voice
and caution, with formal protest

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to present his power before you, most Respectfully say: that Senor Caya being dedicated to the exploitation and exportation of Mahogany and cedar wood, did apply with opportunity to the Agency of the Interior for the respective permissions to cut and work the quantity of wood that he was needing, employing in this town great sums of money with the natural desire of all merchants to be repaid in an industry, which the laws of the country grants to all class of persons.

Some interests, contrary to his, from a strong house long before established here, has influenced over the Ministry of the Interior to prejudice him in this legitimate speculation, as the Judge will acknowledge it by the inclosed documents which are legal copies

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taken from the originals in his possession.
We will give a brief account of the events,
or, in other terms, we will make an
extract of what has transpired for the
best intelligence of Your own Office.

X
On the previous year Francisco Bremont
was his Agent, charged with the cuts
and works of wood on the banks
and between the streams of "Totolochi"
and "Santa Lucrecia", having obtained
the required permission from the
Agency for two thousand seven hun-
dred and fifty trees, of which he has
used only two hundred and fifty
trees; but before the terms of the
above permission were up he
renewed them in order to keep his
rights and the position of the trees
as well.

(here I noticed some mistakes)

That priorly, on the 15th of February of the present year, he cancelled his Account with Señor Bremond, who by public writing and by the amount of \$20,000, did trespass to him his establishment containing the forests of 'Totolochi' and 'Santa Lucrecia', and proceeded forthwith to appoint Señor Narciso Suarez as his Agent charged with the administration of the [works].

Jealous as Señor Guerrero— an Agent of Señor Ricardo H. Leetch— was of Bremond's and Suarez' labors, did commence, from December last year, to change the mark already placed on the wood by virtue of the referred permission.

This man compelled Señor Caya to appear before the Agency of the Interior at Minatitlan, making a formal complaint against such an attack to his property,

and also asking to be placed in possession
of his wood; and although the Agency refused
in time to grant a measure in order to
help the situation, no matter it was so
demanded through some notes dated 18th
and 26 of January, N^{os} 1 and 2, - at last
it sent Senor Juan Brambilla as Sub-
inspector of the floreat, who acknowled-
ging the justice of Senor Caya's complaint,
placed him in possession of 500 trees which
marks
were illegally changed by Jose Guerrero.

A while after, seeing Guerrero that he was
entangled of what he maliciously pretended
adjudicate by himself, did adopted some
means unknown to us to induce the
said Agency to appoint his friend Senor
Matias Perez as Subinspector, with the
purpose to grant him what he, was
prohibited to use by the other Subinspector,

Knowing before hand this appointment, Tenor Caya
proceeded to denounce other abuses com-
mitted by Gorrero upon the said wood which
were protected by permissions 42, 54, 62, 97,
and 111, asking meantime the possession
of the same, and protested against the
acts and proceeding of the said Perez,
as being his personal enemy, and for ha-
ving given before hand his opinion on
the subject, on the 23 of February, and
who, though against the law and reason,
did deprive the said Caya, from the
use of 500 trees, compelling him to
leave the florest with his men; and
denying him the possession of more
than 2000 trees belonging to the said
Caya by reason of ^{the} permission al-
ready referred to.

By reason of so unjust and atten-

tatorious proceedings, Señor Caya found himself obliged to bring a formal protest before the Judge of the 1st instance of the District of Ilinatitlan, and by the notification made to the Agent of the Interior, the Judge shall learn that Perez was sent to do what he did, and what he had said before hand. The Judge will see also that by reason of the said Caya's protests the Agency was in-
telligence upon the fact of Señor Gerrero being not only without permission to tumble any wood but without right also to tumble from 1500 to 2000 trees as he has done it, becoming thus entitled to the penalty established by article 19, upon which abuse or rather fraud the said Agency has said nothing,

and the public treasury has been deprived from nine to twelve thousand dollars, the whole amount to which he is responsible.

Firm the Agency in its purposes to protect Señor Guerrero's interests with the government's and others particular properties, has deprived Señor Caya from his tress, and has paid no attention to his complaint and instances.

Señor Caya has protested by writing under date 3^d and 7th of April, N.^{os} 9 and 10, asking that an order be given upon the matter to direct it according to the sense of the law, and yet the Agency has remained deaf; although it appear that these notes were received, for a copy certified of the same were requested, and they were

granted for the required use.

This is the brief history, which, without amplifying the events, is made upon this so an unpleasant affair, from which we deduce two important facts: first, that the Agent of the Interior of Ilinatitan, has, through wrong proceedings and negligence, done no result on the matter though it is envolving more than \$20,000^{and}, permitting that Senor Caya be deprived of his rights by an employed who has not as yet gave any bonds to answer for his Official duty, and second, that the same Agent has permitted the usurpation of a considerable quantity of wood without paying the duty appointed by law, and without making effective the fine marked by the regulations, which, as it is stated before,

amount to nine or twelve thousand dollars.

Whereupon to You we request that an information be demanded from the Agent of the Interior, and that our defended party be place in possession of his wood as it is of his own property; to this effect Señor Guerrero shall be summoned to give his statement as he may please.

Exposition
Even more, we ask that an order be granted by the Agency stopping Señor Guerrero from working and taking away the wood from the forest, on which the permissions of Señor Gaya are referring to.

H. Veracruz, April 23^d 1875.

To the District Attorney.

Se. Gomez = Vicente Samanco, Assistant.

On the same day Capt. Guthrie & Co were notified of the above order.

On the same day the expediente was delivered
to the District Attorney - Simanca -
Citizen Judge of the District.

The District Attorney, in virtue of the
aforegoing, is of the opinion: first, that
with a copy of the same an Official note
may be addressed to the Agent of the
Interior of Ellinatiltan, in order that
he might produce his information upon
the matter relative to the particular interests
of Senor Caya who is supposed to be
prejudiced, and also upon the fraud
which is denounced; second, that a
note be directed to the Judge of 1st in-
stance of that place, to the effect to no-
tify Guerrero to appear before this
Office within twelve days to answer,
according to the business before the Judge,
under the penalty of the law; third, that

the same term of twelve days be granted to
 Ag^r Guthrie & Co, in order that they may be
 able to present their power of Attorney and
 the Official documents offered; fourth, that
 an order of precaution may be dictated
 to the effect of preventing further pre-
 judices as well to the complainant as to
 public Treasury; said order may be extended
 to the tumbling of tress by Guerrero on
 some national grounds, for which he
 has not any permission; Whereupon
 I hope it may be granted as indicated.

A. Veracruz, April 26th 1875.

Jose M. Lopez de Escalera - Aflinisk-
Date 27th

At Minatitlan, on the 15th day of Feb.,
 1875, George M. Laya and Francisco
 Bremont were before this Office, and
 after the usual compliments of the law,

the second person stated that he sold to the former his all the store of forest which he had established at "Totolochi" and "Santa Lucrecia" under the same, permissions obtained, with all the article, necessary for the works, and the wood already tumbled and labored by himself, and all for the amount of twenty thousand dollars, which he has received to his satisfaction, and therefore he renounced the exceptions granted by the law, and gave legal possession of the same by writing, which was accepted by G. M. Caya; and both parties has stated, that the price and all that have been said is just and true; that in case of any doubt or question, the seller, ^{hereby} renounce his natural rights and will submit himself to the Judge of the 1st instance

of this District. So he ratified and sign it
before the witness presents.

George M. Cuya = Francisco Norment =
Juan Novra = Joaquin Martinez =
Manuel M. Yzaguirre = Ramon A. Alor =
Secretary =

a faithful copy from the original that
may be found at 26 pages of the Pro-
tocol in charge of this Office, and which
is granted by request made by the in-
terested party, with the required stamps.
(Signed) M. M. Yzaguirre.

Ramon A. Alor = Secretary.

Administration of Reverence

I hereby certify that on pages 70 and 71 of
Book of inscription, and under the N^o.
28, the present transaction is recorded.

By application made by the interested
party = (Signed) N. Ant. Lopez

Copies of the permissions from the Agency
of the Interior at Minatitlán. x

N^o 111, Jan. 5th 1874, for 500 trees.

" 42, Dec. 8th 1874, " 500. "

" 54, Jan 4th 1875, " 350. "

" 62 " 19th 1875, " 1000 "

Total 2,350 trees.

Testimony of the general power
given by George M. Caya to Ag^{ts} Guthrie
& Co. of Veracruz. — 1875.

At Minatitlán, on the 26th of April,
1875, before Lic Manuel M. Izaguirre,
Judge of the 1st instance, and the Secretary
and the undersigned witness, Señor George
M. Caya, who is a citizen of the United States,
and a merchant established in this town,
came and said: that he has granted his
full power to Ag^{ts} Guthrie & Co. of
Veracruz, in order that in representation

of his name, person, rights and actions, they
may direct, govern and administer all his
properties situated here in Vera Cruz or at
any other place, keeping & administering
the rents, and to do all that may be neces-
sary ~~for~~ ^{for} behalf of my interests; with faculty
to lease them to any persons, fixing the
amount of rent and conditions for the
same; to demand, receive and collect all
sums of money and interests that may
be owed to me by any title, or persons,
practising all legal proceedings that may
be required to that effect, and also to rea-
lize loan of any quantity of money,
that may be necessary with legal in-
terests, and to mortgage any property;
to sell the said properties to any per-
sons, fixing price, receiving and
keeping the same, to apply and demand

And Reason.

on
forward
Office

Judicially the possession of any property belonging to me, practicing all the acts necessary to begin and to continue until its end of any of the business that I have at present and may have hereafter before the tribunal of the District, to ask for the attachment of any property or to suspend the same; for all of which I grant him the present power with faculty to appoint Substitut. And to revoke the same.

He was instructed upon the Second Section, Chapter 4th, articles 47 and 171 of the law, and being well informed of the same, he signed the present before witness Guillermo H. Clemen, and R. W. Rogers, both resident of this town, and no employed of this Office.
G. M. Caya, G. H. Clemen, R. W. Rogers =

M. M. Yzaguirre = P. Martinez = Secretary.
 A legal copy from the original under
 the charge of this Office, and granted by
 application made by the interested party,
 with legal stamps.

M. M. Yzaguirre = P. Martinez = Secretary.

Revenue Administration.

I hereby certify that the present power can
 be found recorded on pages 95 and 96 of
 the respective Book of this Office.

Minatitlan, April 28th 1875.

(Signed) N. Ant. Lopez.

A telegraphic dispatch,

Minatitlan, May 11th 1875.

Senor Cabala who is empowered by Senor
 Guerrero, is trying to establish a competence
 to Judge of this District on the ground
 that there are not any Federal interest
 in the proceeding; it is then important

that the Judge of that place will telegraph
to this Judge saying that there are some
federal interest in the affair, in order
that there might be no chance for the
competence. (Signed) G. ell. Caya.

Citizen Judge of the District:

Agustin Gutthel & Co. in representation
of George ell. Caya, in the promoted espe-
diente for abuses committed by the Agent
of the Interior, according to article 25 of
the regulation of the 18th of April, 1861,
before you, very respectfully, state:
that in compliance with our promise
to the Judge, we hereby proceed to pre-
sent the original documents, upon
which antecedent we desire to base
our solicitude and purposes in re-
gard to the trees tumbled by our de-
pendent party, which he desire to

dispose of before the raining season might prevent him to embark them.

The above mentioned documents together with the information demanded from the Agent of the Interior, we trust will be sufficient enough to induce the Judge to decide what may deem right and judiciously upon the possession, demanded by our party, of the trees in conformity with his permissions, which proceedings have been neglected by the said Agent of the Interior with the purpose to favor the interests of Senor Guerrero, which question is now before you to treat upon the fraud committed by said Guerrero in detriment of the national interests, and also upon the abuses of authority of the said officer. Whereupon, we request an issue, or

dering the accumulation of said documents to the copies already delivered by us, regarding us as legal representatives of Genor Caya, in faith of which we protest the necessary.

Even more, that according to the inclosed telegraphic dispatch it seems that the contrary party is trying to interrupt the orders issued by this Office, and in order to prevent ~~any~~ possible injury we request, that this Judge will ask, by telegraph, the sending of all orders and other proceedings already performed by the other Judge, stating that it is in view to treat upon the fraud committed by Genor Guerrero, against the public Treasury, and against the abuses of the Agent, and that nothing that might interrupt

the tramitacion of this matter can not be entered in this expediente, for the judge of the District is the only one competent to decide upon the one, of the two parties, who has obtained legal permissions and has the right to the possession demanded, according to the regulations and the national interests.
H. Veracruz, May 12th 1875.

Veracruz, May 14th 1875.

As it is demanded— The documents be aggregated to the copies, which will be returned to the interested parties, A. Gutthiel, who hereby are recognized as the legal representatives of Señor Caya. And considering that by this date the Agent of the Interior has not sent yet the

information demanded by the Judge
of the District under date April
24th, neither the Judge of the 1st in-
stance has not forwarded yet the papers
addressed to him, and explaining
by telegraphic dispatch, this Office
reserves the right to decide upon
its competence = Lic Gomez =

Vicente Simanca = Assistant.

On the same day some telegramas
were exchanged between the Agent
of the Interior and the Judge of the
1st Instance of Minatitlan.

Simanca =

A seal containing: Agency of the
Ministry of the Interior at Goatev-
coaleor =

Having being unable to render the
information demanded by the Judge,

on the 24th, last month, by reason of having
not any antecedent in relation to the
question between G. M. Coaya and José
Guerrero, as the original documents were
taken to Mexico by Angel Palomo, I
pray that the Subinspectors and keepers
of forest that may come from the forest
may offer some facts upon which I
may base the information which you
have asked for under the above re-
ferred date, which may be corrected
upon the arrival of Don Angel Palomo.

Independence and liberty = Min-
titlan, May 14th 1845 =

(Signed) P. L. M. = Mariano Ballesteros -
Citizen Judge of the District of the State
of Veracruz =

A seal containing: Agency of the Ministry
of the Interior at Goatscoales.

I have the honor to reply to your telegram of this date, stating that I only are waiting for the return of the Agents of this Agency, whom still remains at the florent, executing the orders of that Judge issued on the 24th of last month, to receive the necessary details in order to render my information as I have stated in my note of the 14th instant addressed to that Judge.

I hereby inform you that this Agency has received the expediente concerning the denoumentiation made against Guerrero for fraudulent uses of some word. Which I have the honor to communicate to you in order that you may order what you may think convenient.

Independence and liberty—

Minatitlan, May 15th 1875.

P. L. Agent, Mariano Valletero =
Citizen Judge of the District of Vera Cruz.

Number 544. At the Suit entered by
George M. Coaya against Jose Guerrero
for attack upon property on the ground
where he has obtained permission
from the Agency of the Interior, I have
ordered an official note to be addressed
to you to the effect to notify Guerrero
to appear before this Judge within 12
days from date, to answer the said Suit
under the responsibility of the law.

A forty cents Stamp to be demanded
from G. M. Coaya for the proceedings.

H. Vera Cruz, April 27th 1875 -

Luis J. Gomez = A florish -

To the Judge of the 1st instance of the
District of Minatitlan.

Office of the 1st instance, Menatitlan, May
4th, 1875. Received, on this date, the Official
note of the Judge of the District, whose orders
this Office will comply with.

M. M. Yzaguirre = B. Martinez = Secretary.

In the meantime the order to notify Señor
Guerrero of his being summoned by the Judge
of the District was issued = B. Martinez.

On the 12th day inst, Señor José Guerrero was
before this Office, and being informed
of the contents of the said official note, he
said: that his attorney, Señor Pedro J.
Cabala, has established competence to
the Judge of the District =

José Guerrero = B. Martinez = Secretary.

On the same day the actuation of this Office,
in two useful pages, were sent back to
its original place.

B. Martinez = Secretary =

Within the evidences practiced by Pedro J. Cabala as attorney of Jose Guerrero, there is a document which reads as follows:

"Citizen Judge of the 1st instance - Lic. Pedro J. Cabala, attorney of Jose Guerrero, whose power have been exhibited at this Office, and most respectfully before you State: I have been informed that the Judge of the District has ordered Senor Guerrero to appear before his Office to answer a Suit brought against him by L. M. Leaya for attack to his properties; and that by order of the same Judge, the Subinspector Brambilla was directed yesterday to suspend all the works already began by Guerrero on the forest. The first part of this rumor would not affect in any manner the rights or interests of my client who would be ready

to use, before the said Judge, his legal resources, within them the plea of the same Jurisdiction; but the second and last parts are very serious, as it imports nothing less than the total ruin of my client, who should lose the fruit of so many years of work, and destroyed his future also if the Suit is entered as it is reported, upon attack to Caya's properties, who I cannot even perceive why did he applied to a Federal Tribunal, as Federation has not any thing to do with Guerrero for having attacked the properties of Señor Caya. It is stated that both are representing to have been tumbling their wood with permissions granted by the Agency of the Interior, but acts of the concessions and purchasers of trees on a national forest never

can affect any federal interests, nor the federation can be a party in this kind of proceedings. The property to which Tenor Caya may allude to is located in the District of Chinatitlan, which is a State free and Sovereign of Veracruz, and the only Judge competent for the present case in question, it is the one now so worthily under your charge.

Under the premises and considerations to you I request that an official note be directed to the Judge of the District in order that it might acknowledge the fact and leave free this Office to ~~assume~~^{assume} the proceedings of the suit brought by G. M. Caya against José Guerrero for attack on his properties; and in case of refusing to acknowledge or just a solicitude, the Competence of jurisdiction

be thereby established, forwarding the
actuations to the 1st instance of ^{the} Supreme
Court of Justice, and notifying this
Office to do equal forwarding, as it is
legal and I protest according to law.
Even more: that as the suspension of
the work on the forest of my client is
illegal, I hereby protest against said
proceedings, and shall demand the in-
terests of My client when a opportunity
will afford me a chance, as I do not
consider Senor Caya with properties
enough to indignize my client; there-
fore I request that a proposal be
send to the Judge of this District to
the effect to suspend the order given
to stop the work of Guerrero on his
forest, offering in the name of the
said Guerrero, Senor R. C. Ritter & Co.

merchants of Veraacruz, and Señor Ricardo
H. Lectek, of this town, as ^{his} bondsmen, as it is
justice = Minatitlan, May 10th 1875.

Pedro J. Carbala = A flourish =

And having complying with the above, I for-
ward you the same in order that you may
provide as it is the pleasure of this Office.

Minatitlan, May 12th 1875 -

M. M. Yzaguirre.

H. Veraacruz, May 19th 1875.

Be send to the District Attorney with
all the antecedents for his knowledge.

Lic. Gomez = Simanea = Assistant.

On the same day the expediente was
delivered to the District Attorney.

Simanea =

Citizen Judge of the District.

The District Attorney States: that
the competence promoted by the

Judge of the 1st instance of Minatitlan
to this Judge of the District as it demanded
by Jose Guerrero, as well as the pretension
such as to ask the suspension of the order
given by request of E. M. Caya; therefore
I ask that the expediente be passed to the
lawyers of the said Caya, and then to the
deponent = H. Vera Cruz, May 20th 1875.

Lie J. M. Lopez de Escalera.

H. Vera Cruz, May 25th 1875.

Considering the present status of the
affair, together with the solicitude of
the District Attorney, and the attention
which must be directed according
to legal dispositions and decisions,
which are limited to protect the
rights of the parties interested;
and considering that the security
offered by Jose Guerrero is sufficient

enough to cover any prejudices inflicted to G. M. Caya, it is hereby resolved to accept the offer by Guerrero through his attorney Pedro J. Cabala, before the Judge of the 1st instance of Ollinahuatlán. In consequence of the said security, the order issued on the 20th of April ultimo, suspending the works and extraction of wood by Guerrero, be hereby declared without effect; which order was issued by request of Senor Caya and the District Attorney. Lic Luis J. Gomez.

Vicente Simanca - Assistant -

In the Heroic City of Veracruz, Mar. 25th 1875, before me the Notary public Messrs George and R. C. Ritters were present, and said: that G. M. Caya has brought a suit against Jose Guerrero for attacks

on his properties, and fraudulent uses of
wood; that the Judge of the District, by an
order issued on the 26th of April ultimo,
Suspended the works and extractions of
wood by Said Guerrero, from the place
where Caya has his alleged properties;
that the Judge of the District, by applica-
tion made by Guerrero before the Judge
of the 1st instance of el Minatitlan, has
decided to suspend the effect of order ge-
ven on the 26th of April, and all by vir-
tue of the Security offered by Said Guerrero,
for which the deponent answers as his
bondsmen, that they responsible for
Guerrero, And all that against him
might result from the Suit entered
by George M. Caya before the Judge
of the District; to all of which they
Oblige their persons and interests

in the more proper and legal form, and
 in testimony of which they sign the present
 before witnesses. Clemente Calero y Fran-
 cisco P. Porada = R. C. Ritters & Co. -
 Jose M. Bello =

In conformity with the original which
 is found in the Registry under my charge,
 and said copy is given in common paper
 with the necessary stamps.

Jose M.^a Bello = Notary public -
 Citizen Judge of the District.

Agustin Gutthiel & Co. legal Attorney of
 George M. Leaya, very respectfully before
 you represents, that we are not satisfied,
 and refuse to acknowledge the authority
 of the Judge of the first instance to
 interfere in the proceedings of this
 matter, for the reasons clearly stated
 in the leading papers of this suit,

to which we now will refer to, and by which we are sustaining three important points upon the Jurisdiction of the tribunals.

The first is directed to the possession demanded of the places belonging to our clients where he had his works of wood by virtue of his permission obtained from the Agency of the Interior.

The second is directed to prevent 'Jne' Guerrero from tumbling trees on the above mentioned places.

The third is limited to denounce before the Agency of the Interior, that the said Guerrero is tumbling trees on national grounds without having permission from the same Agency, defrauding thus the public Treasury;

And the fourth, that Agency has paid no attention to the complaint and

denunciation made by G. M. Caya
against the said Guerrero's wrong pro-
ceedings against the interests of the
said Caya and the public Administration
that are together mentioned in this pro-
ceedings.

For these reasons, and as the Judge
will observe, the mistaken found-
ation of the competence, is referred
only to the place where from the wood
have been used, and never to the points
established in the said Suit; therefore
We request the Judge to continue sup-
porting the jurisdiction, notifying
the Judge promotor ~~the~~ resolution
adopted in this respect, as it is just.
H. Veracruz, June 1st 1875.

Even more: in order that the Judge
may have an idea of the grounds

stated in the proceedings we inclose
a map made with this purpose, sent
to us by our client.

Aguirre Gutthel Co.

Citizen Judge of the District:

The Attorney general states: that he has
received the official note addressed by
the Judge of the first instance of Min-
tillan, in which, and by petition made
by Lic. Pedro Cabala as representative
of Jose Guerrero, a competence was pro-
moted to bring the suit of the American
citizen G. M. Caya before this Judge.
Note dated April 22^d present year.

It is observed that both, the Lic Pedro
Cabala and the Judge has incurred
in a very notable mistake.

According to the sense of the official
note of the 27th of the same month,

issued with the purpose to notify Guerrero, it must have been supposed that for the object of the same, Cabala has expressed the fact that in the Suit some charges on properties were made against the said Guerrero, and for having intruded himself on the ground where he had no legal authorization as the said Caya did; but without going further, the Suit contains other points that may be regarded as abuses against the Public Treasury, upon which the only Promotor has spoken with the necessary activity in the matter.

That according to the sense of the denomination, the Suit is under the sense of article 25 of the Regulation upon the tumbling of trees, which very plainly states, that all parties interested in questions of such a nature,

that might be without any resolution from the Agency, may occur to the tribunal of the Nation in order to procure the protection for their rights, and doubtless, the said, Caya has not received any resolution from the Agency upon the possession of his domain perturbed by Guerrero. Therefore it is to the Judge of the District to it correspond to examine and proceed upon the said suit and to decide the one who is entitled to the possession of the trees according to the permissions that they may had from the Agency of the Interior, also to order the necessary indignization for prejudices against the one who worked the trees unligally, and in behalf of the right party.

As for the other points in relation with the denunciation made by the said Caya, in which it appears that some trees have been tumbled by Guerrero in prejudice of the public Treasury, and with the tolerance of the Agent of the Interior, to whom information on the subject was demanded, and refused to give the same, it is also doubtless that this proceeding is ^{of} the jurisdiction of the federal tribunal, according to the fractions 1st and 3^d of article 92 of the Constitution of the Republic, and also according to the Ordinance of May 22^d, 1834, the general order of Feb. 14th, 1826, and that of May 20th the same year, all of them in force yet, which are giving further light upon the jurisdiction of the Judge to decide upon the

present business.

For which legal foundations I hereby
ask the Judge to sustain the jurisdic-
tion in the present matter, and to inform
the Judge of the 1st instance of Ilinatitlan
of the fact, hoping that might decide
from his pretension, and ^{without} causing any
delaying, proceed to notify Señor Guerrero
in order that he might appear to an-
swer the suit against him established
by G. M. Caya for possession of per-
missions to tumble wood on nation-
al grounds, and for indignization
of prejudices inflicted to him for
having used some trees without
having any authorization; in the
meantime to answer the charges for
having used fraudulently some
wood without legal permissions.

And should the Judge of the 1st instance still persist sustaining his jurisdiction upon this matter, then the expediente shall be directed to the 1st instance of the Supreme Court of Justice, together with the information made by law, giving immediately report to this Office in order that all the necessary be done with these actuations, demonstrating also that in this proceeding an inquire is made upon the negligence inferred to the Agent of the Interior, which is well defined by the law of the Republic, and which application correspond to the federal tribunals.

H. Vera Cruz, June 3^d 1875.

Lic. J. M. Lopez de Escalera.

A flourish —

Ministry of the Interior.

In regard to the your requisition upon an information in relation to the question established between G. M. Caya and Jose Guerrero at "Santa Lucrecia" and "Totolochi" upon some trees of mahogany and cedar, you suggests the following facts: that with the instructions of that Agency I proceeded to the place (Feb. 14th last) of the question, and I delivered five hundred trees to the overseer of Senor Caya according to permission N.º 42, the said trees being marked were delivered in conformity with article 4 of the regulation. Doubtless these trees were of the said Caya's property as they were within the limits of his contractor, Senor J. W. Fremont,

established on the same date above mentioned, and many of the trees were near of the palms of the said Caya; then the said Caya was spoiled from the same trees, which were delivered to Guerrero. It is a fact also that article 10 and 11 of the Regulation were violated.

In retaliation with Senor Caya's permission N^o 111 for 500 trees, at "Totoluchi," it was revoked by and under N^o 54 for 350 trees, for which there can no doubt, for according to the Book of the Agency no permission has been granted during the previous years; and permission N^o 111 was revoked according to article 9 of the regulation as it is explained by permission N^o 54.

A part of the trees mentioned, and according to permissions Nos 111 and 54, were tumbled and worked by Juan Mateo who was a contractor for the house of Senor Lietch, by the year 1874; the said Mateo had not any permission; but he said he bought them from Senor Guillermo. The wood were not taken off on the previous year, and the proof of my statement is that the said wood is yet at its place. A contractor, named Pedro Suarez, did commence to work these wood, permissions Nos 111, and 54, by February ultimo, and his work was also suspended by the Subinspector Matias Perez, who delivered the same to Jose Guerrero.

Doubtless the mentioned 500 trees as well as the wood worked by Mateo

belong to G. M. Caya. In this proceeding articles 10, 11 and 21 of the Regulation has also been violated, and in my concept, on both case article 19 ought to be applied.

It is a fact that the said Guerrero has not any valid permissions, and to the number of 2300 then denounced as an excess of his permissions, may now be added the number of 1500 or 2000 more trees cut down by the Guerrero since that date. It is true that since my denunciation ~~was~~ made, Guerrero proceeded to take, or to apply for a large number of trees, evidently to commit the fraud denounced by me, and as a proof of this statement, there is not in existence any other wood but the sufficient to

cover the permissions of Senor Caya.
The mentioned permissions Nos 111, 42
and 62 are situated on national grounds.

Minatitlan, May 25th 1875.

(Signed) Juan Boambilla

Citizen Agent of the Ministry of the Interior.

In replying to Your requisition upon
information relating to the question es-
tablished between G. M. Caya and Gur-
rero, versed upon permissions for
trees of mahogany and cedar, and as
I went to the place accompanied by
the Subinspector Juan Boambilla,
You will permit me to submit the
following facts:

That I had accompanied the Sub-
inspector Matias Perez in his visit
to Jaltepec with the purpose to settle
the question between G. M. Caya and

Jose Guerrero, on May ultimo, and by reason of being taken sick I could not go with him more further.

That I am informed of the denunciation made by the Subinspector Juan Brambilla against abuses committed by the said Jose Guerrero; and I am completely convinced that the said Guerrero had tumbled, sold and delivered wood in a considerable excess to his valid permissions; and that I went there with the Subinspector Juan Brambilla with a view to examine the places where the said Coya has permission to take some wood at "Totolochi" and "Santa Lucracia", also at "Guayaval", "Robado", "Cedro Miraflores", and its tributaries, said streams having a distance of three miles one from each other, and

that by virtue of permissions Nº 54, 62 and
111, it is the said Caya, and not the said
Guerrero, who is entitled to the wood.

Minatitlan, May 25th 1875.

(Signed) Matias Gomez - A flourish -

Liverpool
~~Warrington~~ England Wood
and on May 8 1881
Honored Sir



I hope you will
Excuse the Liberty
I take. I am the
Wife of Marx Jacob
Ruhl I have not ^{heard}
anything for Two
years only that he
was Wreck on an
Island called Winter
bit. They hailed from
Tajno in Cuba

the name of the ^{vessel}
was Moses Day
Captin Crosby
Trusting to your
Sympathy to one who
is Left quite dest
itute With great
Respect I Remain
your Humble
Servant
Margaret Ruhl

P.S. if you can give
me any information
Respecting him or
where to Write
to for anything
belonging to him
it will ^a great favour
Margaret Ruhl
Care of Mr Ludwick
Dukes Dock
Liverpool
England

MICROCOPY

179

ROLL

585

