No 1

The Schooner Harriet, Captain Gilbert R Davison of Stonington, the Schooner Superior Captn Stephen Congar of New York, having been seized for Sealing the Falkland Islands and Statenland Contrary to warning given them, and being therefore about to be sent to Buenos=Ayres to stand their trial, - and said Captains considering the delays that often attend such trials, having suggested, that it would be for the interest of all concerned, that only one Vessel be sent to Buenos Ayres with the papers and documents respecting the seizure of both, and the other be permitted to go to a newly discoverd promising Sealing Ground on the west Coast of South America, pro=vided that satisfactory security could be given for the timely reappearance of such Sealing Vessels, and Lewis Vernet Esqre director of the Colony of Port Louis, East Falkland Island, having taken upon himself the responsability of said Vessels reappearance, has entered into the following agreement with the aforesaid Captains in the name of their respective owners: Viz ——

Art 1st —— It shall be left at the option of the said Lewis Vernet Esqre to determine which of the two Vessels shall proceed on said sealing voyage, which he shall determine within twenty four hours after this agreement has been signed, and then state his choice in an additional article at the foot of this agreement, then the Skins now belonging to such Vessel shall be deposited in the hands of Mr Vernet, and shall share the fate of the Vessel to which they belong with respect to condemnation or liberation, in which latter case, to be delivered to the master of the Vessel to which they belonged, or to the person authorized by him to receive them; after which such Vessel shall be fitted out with all convenient speed with the provisions, Salt, Stores, and sealing implements of both Vessels, and be manned with such men as the master of such sealing Vessel shall consider best calculated

for Sealing, and may be able to obtain, the whole Ships Company signing for the purpose such Ships articles as the fulfillment of this agreement shall require. — The Vessel thus equipped and ready for Sea shall proceed from hence direct through the Straits of Maggellan to the Sealing Ground, on the west Coast of South America, where according to information obtained from Captn. Law of the brig Adeona and from part of his Crew left on this Island, great quantity of fur Seals were lately seen by them, and for the better finding of which place it is mutually agreed upon by the contracting parties to employ —— Clark, as pilot, the same having lately belonged to the Adeona, and considering himself competent to find the place, — and the Vessel after having obtained the Cargo of Seal Skins, or done her best to obtain one, shall at the end of the season return direct to Port Louis (dangers of the Seas only excepted) and anchor in the baisin where she now lays, then the voyage shall be considered as ended, and the Vessel and cargo to be delivered up to Mr Vernet upon the condition stated in the following article. —

Art. 3rd. It is understood by the two contracting parties that the said intended Sealing Voyage shall be for account of Mr Vernet if the Vessels are condemned, and for the Owners in America if not condemned, Viz. One half for each owner in America, and whether condemned or not condemned, the Skins shall be counted and the Ships company shall then immediately re=ceive in Skins the share that according to the Ships Articles are due to them, after which Mr. Vernet obligates himself according, as the result

of the trial that is to take place in Buenos Ayres may be, that is in case of liberation to deliver the remaining Skins (that is the whole less the quantity delivered to the Ships Company according to the Ships articles) to the Captain of the Vessel as lawful Agent of both Owners in America, and in case of condemnation Mr Vernet shall keep said remaining Skins and in order to avoid differences and doubts arising from unforeseen events, as well as to secure more expeditiously the pay of the Ships Company at all events (save dangers of the Seas) it is also understood, that if after a trial in Buenos Ayres there should be a decision, different from a full Condemnation or a full liberation of both Vessels and Cargoes, such as, that only one Vessel being condemned and the other liberated and the Cargoes condemned, or the Vessels condemned and the Cargoes liberated, or one or more parts being liberated on the payment of a sum of money being imposed by the Court that tries them in Buenos Ayres, or the like unforeseen events, in that case the Sealing Voyage shall be considered as having been made one half for account of Mr Vernet, and the other half for account of the Owners in America, and the Skins to be devided accordingly, each paying previous to the Ships Company in Port Louis the pay due according to the Ships articles constituting thus a full pay. ———



Art 4th The Master of the Sealing Vessel shall obligate himself by a Solemn Oath that he will neither by word or deed in any manner or shape, do on this present voyage any thing that can com= =promise the interest of Mr Vernet in the respon= =sability that he has taken upon himself by the delivery of the Vessel to said Master for the inten= =ded voyage, but rather to counteract any evil disposition that perhaps might be displayed or suspected in others under his command which obligation he will act up to in good

faith without seeking excuses in short to be guided by the principal to do as he would be done by, and for the easier fulfilling of this article the master will endeavour as much as possible to avoid a communication with Sealers on this present Voyage unless he should meet any in distress or be in distress himself, and he shall not be required by Mr. Vernet to do any thing on this voyage that is in any way unlawful. ——

Art. 5th That this agreement shall not invalidate the right that the Owners in America might think they have to claim damages, which claim of damages, shall however, with respect to Skins, not exceed two thousand five hundred prime fur Seal Skins for each of the two Vessels, in Case the Sealing Vessel gets no Skins at all, but if she gets any Skins, then the above number shall be lessened according to the number that she may have acquired on the present voyage. ——

Art. 6th The Sealing Vessel being thus delivered into the hands of the Master with a Crew of his own choice, without further security than his word, any wilful deviation from this agreement (of which at present there is not the most distant idea) shall be considered a breach of faith, and no laws shall liberate him from the penalty and forfeitures incurred according to the following article. ——

Art. 7th For the true and faithful fulfilment of this agreement the Contracting parties Captn Stephen Cougar and Captn Gilbert R Davison for themselves and in the name of their Owners on the one part, and Mr Lewis Vernet on the other part solemnly bind themselves in the penal sum of Five thousand dollars and the forfeiture of their respective shares in the voyage alluded to in this document which forfeitures shall be applicable in favor of the part that fulfils the agreement.

Given under our hands and seals in Port Louis East Falkland Island this eight day of September One thousand eight hundred and thirty one. (signed) Gilbert R Davison (signed) Stephen Congar. (signed) Lewis Vernet. — Signed sealed and delivered in presence of (signed) John Trumbull, (signed) Mathw Brisbane. ———

Additional Art. 1 I Lewis Vernet mentioned in the foregoing document, have in conformity to the first article of said agreement, determined, and do hereby determine that the Schooner Superior Captn Stephen Congar shall be the Vessel that is to proceed on the intended Sealing Voyage In Port Louis, the year day and date before mentioned (signed) Lewis Vernet. ———

Additional Art 2. I Stephen Congar approve the choice made of my Vessel, and oblige myself to act according as is stipulated in the foregoing agreement for the Master of the therein named Sealing Vessels to act and hereby make the Oath required in the fourth article of said agreement; and I Gilbert R Davison also approve of the said choice, and do hereby obligate myself to act, for and in the cause of both Vessels in Buenos Ayres, according to the best of my judgement by myself or by power of attorney. — In truth whereof we have each signed the second additional article in Port Louis, this eight day of September One thousand eight hundred and thirty one (signed) Gilbert R Davison (signed) Stephen Congar. — Witnesses (signed) Jno Trumbull (signed) Mathw Brisbane. ———

Note. On the tenth day of Septemr 1831 gave to Capn Congar of the Schooner Superior a receipt for Eight hundred and Ninety nine prime fur skins, — Four hundred and fifty nine pup skins and twenty nine hair skins.

(signed) Lewis Vernet

———

No 2.

It is hereby agreed upon between Lewis Vernet Esqre and Stephen Congar Master of the Schooner Superior of

New York, now bound to the West Coast of South America, under bond to return to this port being for a Sealing Voyage as per Contract dated 8th of Sept.r 1831 and signed by the aforesaid Vernet and Congar and Capt.n Gilbert R Davison by which it is understood that the first named Capt.n shall receive pay for his services if condemned from Vernet, and if liberated from the Owners in America, and half from each if partially condemned or liberated, that the said Stephen Congar obliges himself to do his best for making a good voyage and otherwise act as stated in said agreement, in return for which services Vernet obliges himself to allow Cap.n Congar Forty Shares that is one fifth of what may be obtained on this present voyage if condemned and one tenth if partially condemned, agreable to the said agreement of the 8 Sept.r. — It is further understood that Cap.n Congar obligis himself to pay out of his shares the services that Captain Davison is bound to render in Buenos Ayres for the benefit of both the Owners of the Schooner Harriet of Stonington and the Owners of the Schooner Superior of New York according to private agreement between said Capt.ns dated 10th Sept.r — and in proof of the conformity of the three persons concerned we have signed and sealed three of the same tenor and date one for each. In Port Louis this 12 Sept.r 1831. —

(signed) Stephen Congar — (signed) Lewis Vernet
(signed) Gilbert R Davison. — Witnesses) Ln.o Trumbull
(signed) Dan.l Carew. —

## No 3

## Articles

The Schooner Superior Capt.n Stephen Congar of New York and the Schooner Harriet Capt.n Gilbert R Davison of Stonington having been seized in the Colony of Port Louis in the Falkland Islands for a breach of the laws respecting the fisheries on the Coasts and harbours of this Part of the territory

of the Republic of Buenos Ayres and therefore liable to be sent for trial to the Capital of said Republic, — the said Captains represented that it would be best for all Concerned that only one Vessel be sent to Buenos Ayres with the papers regarding both Vessels, and the other Vessel to go Sealing, and be under bonds to return at the end of the pupping and shedding season to said Port Louis, and Mr Lewis Vernet as director of said Colony having taken upon himself to be bondsman for the safe return of such sealing Vessels to this port upon condition that he should be considered as owner of such sealing expedition if the Vessels are condemned, and if liberated that said sealing expedition shall be for the Owners of both Vessels in the U. S. of America, and if only partially condemned or partially liberated then to be for account of said director of the Colony one half, and the Owners in America the other half, leaving to said director the naming of the Vessel that is to go sealing; and this transaction being considered lawful and just and therefore met the sanction of the Au= =thority of these Islands all parties agreed that the expedition should go on the terms stated above and said director having named the Schooner Superior for said sealing expedition and Captn Stephen Congar to go as Master, — said master has obtain =ed authority from all parties concerned by virtue of the first article of the agreement signed on the 8th Septemr 1831 where it says "such Vessel shall be manned with such men as the Master of such sealing Vessel shall consider best cal= =culated for sealing and may be able to obtain the whole Ships Company signing for the purpose such Ships articles as the fulfilment of this agreement shall require to man his Vessel, wherefore Captn Stephen Congar having engaged the Mates and Crew for the said sealing Voyage upon the principles before stated, the following articles of agreement were drawn up

It is agreed between the Master Seamen or Mariners of the Schooner Superior of New York whereof Stephen Congar is at present master now bound from Port Louis of the East Falkland Island to proceed through the Straits of Magellan direct to the West Coast of South America to go Sealing during the coming pupping and Shedding Season, after which or before if a full Cargo of prime Skins be before that period obtained, said Schooner shall return direct back to said Port Louis and thus end her present Voyage. — That in consideration of the lays or shares against each respective Seaman or Mari=ners name hereunder set they severally shall and will perform the above mentioned voyage, and the said Master doth hereby agree with and hire the said Seamen or Mariners for said voyage, at such lays or shares to be paid pursuant to this agreement and they the said Seamen or Mariners, do Severally hereby promise and oblige themselves to do their duty and obey the lawful Command of the Officers on board the said Vessel or the boats thereunto belonging as become good and faithful Seamen or Mariners; and at all places where the said Vessel shall put in or anchor at, during the said Voyage to do their best endeavours for the preser=vation of the said Vessel and Cargo and not to neglect to refuse doing their duty by day or night nor shall go out of the said Vessel on board any other Vessel under any pretence whatever without leave being first obtained of the Captn. or Command=ing Officer on board, that in default thereof he or they will be liable to forfeit their shares. — And it is further agreed by both parties, that each and every lawful command which the said Master or other Officer shall think necessary to issue for the effectual Government of said Vessel suppress=ing immorallity and Vice of all kinds to be strictly

Complied with, under the penalty of the person or persons disobey=
=ing forfeiting his or their shares, together with every thing
belonging to him or them on board said Vessel. And
it is further agreed on that no Officer or Seaman be=
=longing to the said Vessel shall nowhere demand, or be
entitled to his shares or any part thereof except in Port
Louis on the return of the Vessel where the quantity
of Seal Skins or any thing else that may be obtained
during this Voyage shall be ascertained and each
Officer and Seaman receive in substance his share
of the cargo, according to the shares against each respec
=tive Seamans or Mariners name hereunto set. —

And it is further understood, that a share shall
be, and is hereby declared to be one Seal Skin out of
every two hundred, and the like proportion of every
other article that may or shall be procured by the
said Crew on the above Voyage and shall be brought
to Port Louis in the East Falkland Islands in
the said Schooner. — And it is further agreed that
should any Officer or Seaman during said Voyage neglect
or refuse to do his duty he shall hereby forfeit all his
shares or proportion gained at the time of such neglect
or refusal, and also which may be afterwards gained
or procured, unless he or they shall be reinstated in
writing signed by the Captain and witnessed by the
Crew. — That for the due performance of each and
every of the above mentioned articles and agreements
and acknowledgment of their being Voluntary and without
compulsion or any other clandestine means being used
were agreed to and signed by us. —



In testimony whereof we have
each and every of us hereunto affixed our
hands the month and day against our
names as hereunder written. ———

| Entry | Names | Stations | Place of birth | age | Number of Shares in Case of non Condemnation | Number of Shares in case of Condemnation |
|---|---|---|---|---|---|---|
| | " | Captain | | | | |
| Sept.r 9 1831 | Joseph S Parsons | Mate 1 | New Hampshire | 27 | Six shares $10 p.r Month | 12 – Twelve shares |
| | John E Adair | do 2 | New York | 29 | Six shares & $6 – " – | 10 – Ten do |
| | William Clark | Pilot | England | 27 | Four shares – | 4 Four do |
| | William x Schuyle | Seaman | Connecticut | 17 | one share – | 2½ Two and a half do |
| | William x Widgeon | do | Virginia | 21 | one & a half do – | 2½ Two and a half do |
| | John Owens – | do | Philadelp.a | 19 | one & a half do – | 2½ Two and a half do |
| | William Johnston | do | Surry Engl.d | 22 | one share 10$ p.r month | 1$10 one Share & $10 p.r month |
| | Andrew B Crawford | do | New York | 26 | one share & 10$ p.r month | 1$10 one Share & $10 p.r do |
| | John Newman | do | do | 22 | | 2½ Two and a half do |
| | Peter F Forey – | do | do | 19 | one share – | 2½ Two and a half do |
| | Thomas Johnson | do | Alexandria | 21 | one & a half share | 1$10 one Share & 10$ p.r do |
| | Lewis x Frances | do | St Domingo | 21 | Two Shares – | 1$10 one Share & 10$ p.r do |
| | James Martin – | do | Scotland | 19 | One share & 10$ p.r Month | 1$10 one Share & 10$ p.r do |
| | Milo Masher – | do | New York | 22 | Two and a half shares | 2½ Two and a half shares |
| | Edwd J. Inklepurgh | do | do | 21 | Two and a half shares | 2½ Two and a half shares |

The above is a true Copy of the Articles signed by the Officers and Crew of the Schooner Superior Captn Stephen Congar bound from Port Louis through the Straits of Magellan and back again for the purposes before mentioned

John Trumbull

Drawn and signed before me and sanctioned In Port Louis this ninth day of September 1831

Lewis Vernet Gov.r &c.a

The foregoing Ships articles is a true Copy. Lewis Vernet

No 4. Captain Congar, Bought of Thos Cuthill Commander of the Ship Sir Andrew Hummond.

| | | | | |
|---|---|---|---|---|
| 1831 Septr 13 | To 18 pr of Worsted hose @ | 3/ | | £ 2 . 14 . – |
| | " 4 " flushing trowsers | 8/ | | 1 . 12 . – |
| | " 1 dozn Red Shirts | 6/ | | 3 . 12 . – |
| | " 1 " pair duck trowsers | 54/ | | 2 . 14 . – |
| | " 1 " – " – " – Frocks | 48/ | | 2 . 8 . – |
| | " 4 pair of Strong Shoes – | 10$6 | | £ 2 . 2 . – |
| | | | | £ 15 . 2 |

67 dollrs 1 rial Spanish Money. This is to certify that I have received the above articles –

Stephen Congar

The above is settled by Note from Lewis Vernet Esqre – paid with Stores Septemr 23rd.

No. 5

Port Louis September 10th 1831. — Delivered on board the Superior from the Store three barrels of Flour one do. beans Eighteen boat timbers, One hundred feet of boards. —

From on board the Harriet Eight barrels of Pork ten barrels of Beef — four puncheons of Bread — Two barrels of Molases Spare rigging &c Stephen Congar and two rifles of the Harriet. — Memorandum

Furnished the Superior further. ——

| | |
|---|---|
| 6 Bullocks at 10$ ..... | $ 60.— |
| 40 Yards of Carpeting for Sealers Socks ..... | 80.— |
| 100 lb tobacco at 20 Cents ——— | 20 |
| Beads &c for Indians ——— | 12 |
| | $ 172 |

No. 6 (a)

A B Crawford — Dr to Mr Vernet

| | |
|---|---|
| Paid to Dickson ... | $ 25.— |
| Cash ..... | 5 |
| | $ 30 = 6 Skins. |

for which I shall pay at the end of the voyage six prime fur Seal Skins ——— — Andrew B Crawford

P. J Fory (b) Dr to Mr Vernet

| | | |
|---|---|---|
| Paid to Dickson ..... | $ 22.4 | — 4½ Skins |
| " " O'Keaney — | " 8 " — | = 3 " |
| " " Marshall — — | " 1 " — | |

for which I shall pay seven and a half 7½ Skins prime fur Seal Skins at the end of the voyage

Peter J Fory

No. 7 (a)

Mr Parsons Dr to Mr Vernet

| | |
|---|---|
| Account of W Dickson paid .. | $ 26 " 2 |
| 2 yards of Carpet ..... | 3 " 6 |
| | $ 30 " — |

for which I will pay Six fur Seal Skins

Joseph S Parsons

Mr Adair — (b) Dr to Mr Vernet

To Dickson — — — $33.

" 1 Musket — — — — — for which I will pay Seven fur Seal Skins — John E Adair

---

M Mosher — (c) Dr to Mr Vernet

| | | |
|---|---|---|
| To Dickson — — — — | $53.– | 10½ Skins |
| " Cash — — — — — — | " 2.– | |
| " " for Price — — — | " 2.50 | 6 |
| " " to O'Keany — — — | " 10. | |
| | $67.50 | 16½ Skins |

For which I will pay on return of the Superior Sixteen fur Seal Skins (assorted) and two dollars and a half

— M Mosher

---

Thomas Johnson — (d) Dr to Mr Vernet

| | |
|---|---|
| Paid Dickson — | $35.4 |
| " Cash — | 1.– |
| " Marshall — | 2.– |
| | 38.4 |

for which I will pay at the end of the Voyage Eight prime fur Seal Skins, — — Thomas Johnson X his mark

---

E L Inklepaugh — (e) Dr to Mr Vernet

| | | |
|---|---|---|
| Paid to Dickson — | $44.6 | 9½ Skins |
| " " Marshall — | 4.4 | 1 |
| " " Ink — | 2.4 | |
| | $51.6 | 10½ Skins |

for which I shall pay at the end of the voyage ten and a half prime fur Seal Skins (assorted) —

— Edward L Inklepaugh

---

John Owens — (f) Dr to Mr Vernet

| | |
|---|---|
| Paid to Dickson — | $21.– |
| " " Marshall — | 1.– |
| | $22.– |

5½ Skins

for which I shall pay at the end of the voyage five and a half prime fur assorted Seal Skins

John Owens —

Lewis Frances ——— Dr. to Mr. Vernet
Paid to Dickson ... $14-4 for which I shall pay at the end of the voyage three prime fur assorted seal skins ——— Lewis Frances his x mark.

---

No 8 (a)

W Shuyler ——— Dr to Mr Vernet

| | | |
|---|---|---|
| Paid to Dickson ..... | $14.— | 2½ Skins |
| " " Ward ——— | 6 | |
| " " Price ——— | 2 | |
| " " Marshall ——— | 1.50 | |
| | $ 9.50 | 4 |
| | | 6½ Skins |

for which I shall pay at the return of the voyage Six and a half prime fur seal skins — William Schuyler his x mark.

---

Wm Clark (b) Dr. to Mr Vernet

| | | |
|---|---|---|
| Paid to Dickson — | $14.2 | |
| " " Cash 6$ and 10$ — | 16.— | |
| " " Stockings ..... | 2.— | |
| " " Guanaco Skin ..... | 2.4 | |
| | $34.6 = | 7 Skins |
| 1 Guanaco Mantel ..... | | 1 |
| | | 8 Skins |

for which I shall pay at the end of the voyage - Eight prime Seal skins — William Clark.

---

W Johnston ——— (c) Dr. to Mr Vernet

| | | |
|---|---|---|
| Paid to Dickson — | $19.4 | 6 Skins |
| " " Cash 10$ ..... | 10.— | |
| " " Edmunds $9 ——— | | 3 |
| " 1 Guanaco Skin ..... | | 1 |
| " 1 Jacket & pair of trowsers 1 pr Stockings | | 1 |
| | | 11 Skins |

for which I shall pay at the end of the voyage Eleven prime fur Seal Skins

——— William Johnston

---

John Newman — (d) Dr to Mr Vernet
Paid to Dickson — $22.50 — for which I shall pay at the end of the Voyage four and a half prime fur Seal Skins — John Newman

I have received five fur Seal Skins that have been landed in Port Louis and were my private property
— John Newman

Willm Widgeon — (e) — Dr to Mr Vernet
Paid to Dickson — $16.2 — for which I shall pay at the end of the Voyage, three prime fur Seal Skins —
— William Widgeon his x mark

---

No 9

Mr Vernet Sir / The weather not suiting to go to Sea this day, I send the boat on shore to see if you have any commands which might have been forgotten, — I do not recollect of any thing more — My respects to Mrs V & c. Yours in haste
— Stephen Congar
Wednesday Morning Septem 14. 1831 Schr Superior

No. 10 Mr Harris — Statenland
Dear Shipmates Port Louis Satd Sept 17th 1831

It is reflections of a different nature from that in which we left that we now address you After leaving you we had a very unpleasant passage through the straits which we were six weeks in performing, — after which we sealed the West Coast and took 900 prime Skins. — We left the Coast on the 30 July and made the horse Indian on the 5th of August. — We traded some little with the Indians, — but not so extensively as we anticipa=ted. — Mr Grinnel left us here he having had some difficulty with the Captain was therefore sent forward and Mr Mosher taken in his

place. — After leaving the straits we shaped our course for Staten Land, but experiencing a gale from the South west we were obliged to stand for the Falkland Islands. — On the 19th we made Port Louis and being altogether unaware of any evil intention we were taken by Don Lewis Vernet for having sealed the Falkland Islands. — We have been kept as prisoners, but well treated, until lately, when we were set at liberty by the Captain having agreed with Mr Vernet to go Sealing the Coast of Chili. — where it is said that Captn Low has discovered a large quantity of Seal. — Captn Congar is still master of the Superior. — Mr Parsons Mate and Mr Adair of the Harriet Second Mate. — The Harriet is going to Buenos=ayres to stand trial for both Schooners. — The Harriet is also concerned in the Skins taken, should the Schooner not be condemned, but should they be condemned Mr Vernet is considered as owner, — at any rate the Vessel will discharge her Cargo at this place, — All the Superior's Crew with the exception of P.M — I.W. — R.P. — P.K. — M.B. — go in the Superior with the addition of three men that left Low here, and Crawford from the Hope. — We are daily expecting the brig Elbe from Choiseul Bay in which we shall sail for Rio Janeiro. We remain Your Sincere friends and Shipmates for Rio.

---

N.º 11

Mr R Albertson, Second Mate Schooner Superior
New Years Harbour, Staten Land

Port Louis Septr 13th — 1831



Sir — The Schooner Superior has been seized by Mr Vernet, Govr of the Falkland Isles — for Sealing these Isles and the Schooner Harriet being seized also — Captn Davison myself and Mr Vernet has entered into an agreement or Contract for the Superior to go Sealing on the West Coast to a new discovered Sealing ground, and the Schooner Harriet to proceed

to Buenos Ayres for trial, and both Vessels will know their fate by the Schooner Harriets trial. — I am bound direct to the West Coast, and shall be at Port Louis in the course of six or eight months. — if Mr Vernet sends to Statenland for your boat and skins you had better come to this place, and remain here until I return. — Take a receipt for your skins in the name of the Schooner Superior, as the fate of the Schooner will decide whether they belong to the Buenos Ayrean Government or to Silas E Burrows. — I have deposited 989 prime skins with V. — Yours in haste - Stephen Congar

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The foregoing are true Copies of the Original Documents and Copies of Documents which form part of a colection of papers which I laid before the Civil and Criminal Judge of the Marine Department at Buenos Ayres, commissioned by the Government to investigate various matters connected with the detention of the American Sealing Vessels at the Falkland Islands, and which I accompanied with an explanation in Spanish, which truly translated is as follows

No 1 - Is the Original Contract with the Superior for her Voyage to the Pacific

" 2 The private Contract with her Captn Stephen Congar and the Captain of the Harriet Gilbert R Davison touching the payment of their services stated in the foregoing Contract

" 3 The Ships articles of the Superior between the Captn and her Crew

" 4 to 8 Bills of Disbursments made by me to fit out the Superior and her Crew for the Voyage to the Pacific. — It is a fact that the Contract No 1 dated 8 Septr 1831 was proposed by the Captains Davison & Congar as stated in the beginning of the Contract.

It is also a fact that after said Contract was signed complete harmony and contentment was reestablished among the Crews Officers and Captains and the Inhabitants of the Colony. ——————

The choise of a Crew for the Voyage being confided to Congar according to Contract, and wishing to get rid of such part of his Crew as was little dexterous, and to replace such with chosen Mariners of the Island and of the Harriet, he used the following means, — he went and spoke to his Crew who were altogether, some moments previous to their having any knowledge of the Contract which their Captain had signed, and asked them whether they were willing to go to the Brasils in the English brig Elbe, or whether they wanted to remain in the Superior untill the suit was concluded in Buenos Ayres. — Of the two alternatives they chose as was to be expected, the going in the Elbe to the Brasils, to which Congar then consented, and told them they were discharged and depended no longer of him. Instantaneously after he informed them of the Contract he had made with me, and invited all such Mariners as most pleased him for the (intended) Voyage to sign new Ships articles, with him, assuring them that it appeared to him that this would be a voyage advantageous to all, and explaining to them the particulars contained in the Contract. All the individuals thus invited accepted the alternative of going on the Voyage to the Pacific and signed the Ships Articles (No 3) the following day 9th Septem.r. The remaining Men of the Superior proceeded to the Brasils, selling previously their woolen clothing to their companions as were going with the Superior, for the Value of which Congar nor the Crew having the means of paying, I became responsible. After this he (Congar) completed his Crew with some

of the Harriet, and some belonging to the Island among which was an American called Crawford.—

This Crawford was Mariner on board the American Schooner Hope which had been freighted by me in 1830 for the purpose of carrying a Cargo of Salted fish to the Brasils. She belonged to Silas E Burrows of New York, owner of the Superior and of the Elizabeth Jane Captain James Nash which last mentioned vessel was the cause of the frustration of the Harriet's voyage to Staten Land to succour the Seven men left there by the Superior, and who having sailed from North America with permission to mount four guns, under the pretext of defence against Indians, made use of the same to disturb the Harriet's Voyage, with the additional circumstances of he (Nash) having taken from the Coast of Patagonia two cannons, which he likewise had mounted on board, and of having as he said, orders from his Owner Burrows to kill Seals and horned Cattle on the Falkland Islands, who (Burrows) would taken upon himself the responsibility of despising the prohibitions. The Schooner Hope according to her register ought to have been forty one tuns burthen, but having put twenty five tuns of fish on board she could load no more, and was withall so heavily laden that having got to Sea it became necessary to throw part of the Cargo overboard and to return to Port, where she was again discharged; took in again her cargo of Seal Skins which she had acquired within the Jurisdiction of the Islands, and had deposited in my Stores inorder to take my freight, and

some of his men having deserted from him taking with a boat and a barrel of powder belonging to me uniting themselves to the so called shipwrecked Crew of the Belville, the Hope could not resume her sealing voyage and proceeded home for New York leaving at the Colony said Crawford. — This man had taken such a liking to the Colony that he would not return to North America in the Schooner Colossus, whose Captain had offered him fifteen Spanish dollars per month. This was in May 1831. In July following this Crawford assisted in detaining the Harriet, after which having become intimate with Captn. Davison he would not as= =sist in detaining the Breakwater and the Superior, for which not the least harm was done to him. — He had contracted debts with the Storekeeper of the Island, William Dickson for Groceries which he had purchased which I had to pay for him, being a very idle man, and advance him besides some money to enable him to go with the Superior to the Pacific. — The Ship's articles were distinctly read to the whole of the new Crew of the Superior — In short this and every other Contract signed at the Colony were made without com= =pulsion or Violence, and with the free will of all. —

No 9 Letter which Captn. Congar wrote me after having taken leave of me, and departed from the port of the Colony and come to anchor at the distance of two leagues from the establishment. —

No 10 Letter which that part of the Superior's Crew which were going passengers in the Elbe wrote to their Companions of Staten Land; which not having arrived at its destination the voyage of the Harriet thither to release said men having been frustrated as I have stated before, by the Elizabeth Jane, was delivered to me by Captn. Mathew Brisbane open as he had received it from the person who had written it (nor has the letter any sign of ever having been sealed.

No. 11 Letter of Captn Congar to the Mate who was in charge of the Men left at Staten Land, which also did not reach its destination for the same aforesaid reason.

No. 12 Captain Congar having handed to Henry Metcalf a letter for Silas E Burrows owner of the Superior, another for his Wife Mary Congar, and a third for the American Consul at Rio Janeiro, requested him in the Note (No. 12) to return him said letters having as he said to write others in consequence of the new voyage he was going on to the Pacific, — Metcalf supposing that the former letters contained complaints which would be omitted in the latter, being more contented with having entered upon a new Expedition. — (Signed) Lewis Vernet.

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Henry Metcalf, Mathew Brisbane and William Dickson being examined on Oath regarding the aforesaid documents and explanation before the aforesaid Judge of the Marine Department, de=
=posed as follows. — Henry Metcalf. — That the do=
=cument No. 1 is the original Contract made with Captn Congar of the Superior and Davison of the Harriet for the voyage to the Pacific, the signa=
=tures of whom he knows, as also of those who have signed as witnesses; that he does not know all the facts and circumstances stated in the foregoing explana=
=tion, but he knows that the Contract was made voluntarily, that all appeared to him to be much pleased and satisfied therewith, and that he has no reason whatever for doubting it; That of the private Contract No. 2 he knows the signatures except that of Danl Carew; that with respect to the copy of the Ships articles signed by the Crew of the Superior document No. 3. he only knows that it is written by Trumbull; that regarding the Bills of expences in the outfits of the Superior for her voyage

to the Pacific comprising from No. 4 to 8 he only knows the signature of Congar and that of John E Adair; that he also knows the signature of Congar on the documents No. 9 - 11 and 12, he having delivered the latter to Lewis Vernet, and that he knows nothing about document No. 10. ———

Mathew Brisbane deposed regarding document No 1 that he knows the signatures of Gilbert R Davison Stephen Congar and Trumbull confirming and ratifying his own signature which he put as witness: that it is certain that the Contract to which said signatures are affixed was proposed by the Captains Davison and Congar, and that as well they as the Crew agreed to the same with the best will, without any coercion having been used, as he was told by the Captains themselves, that it is also certain that Captn. Congar employed the means stated in the explanation to get rid of such part of his old Crew as he did not wish to take with him, and that Congar had communicated his plan to deponent. — that likewise are known to him the facts that Crawford had voluntarily rendered his services in the detention of the Schooner Harriet and that he afterwards declined to assist in detaining the other two Schooners, and that not the least in= =jury was done him on that account; that respecting what is said in the explanation regarding the Hope he only knows it from hearsay being absent at the time from the Colony, that he knows the signatures which subscribe the document No 2 except that of Danl Carew; that of Document No 3 he knows the signature of Trumbull which is at foot of same, and that of the other documents from No 4 to 12 he only knows the signature of Congar; that he does not recollect whether the Captain of the Colossus wished to engage Crawford for fifteen dollars pr month, but that he heard Dickson say that Crawford had contracted debts with him, that

he knows nothing certain respecting Crawfords accounts; that he saw the Superior's new Crew assembled in the house of Lewis Vernet, that the said Ships articles were read to them previous to their signing them, that he is certain that this Contract as well as all the others, were made and signed without being preceeded by the least Violence or opression, that on the contrary they were made and signed with the best will and with absolute freedom; that regarding the document No. 10, it is the letter which he received from a Sailor who was going in the Elbe as stated in the explanation; that he likewise recognises the letter No. 11 written by Congar to his mate in Staten Land, and that what is said thereof in the explanation is correct. ———

William Dickson deposed; that all he can say regarding the premises is: that the documents from No. 6 to 8 inclusive relative to the Outfits furnished by Vernet to the Crew of the Superior for her Voyage to the Pacific were signed in deponents presence by the debtors, in which Outfits were included the articles which the declarant had sold them, and Lewis Vernet paid for, that he knows from Notoriety that the Contracts No. 1. 2 and 3 were made, but that he does not know the signatures, and that all the facts stated in the explanation are notorious. —