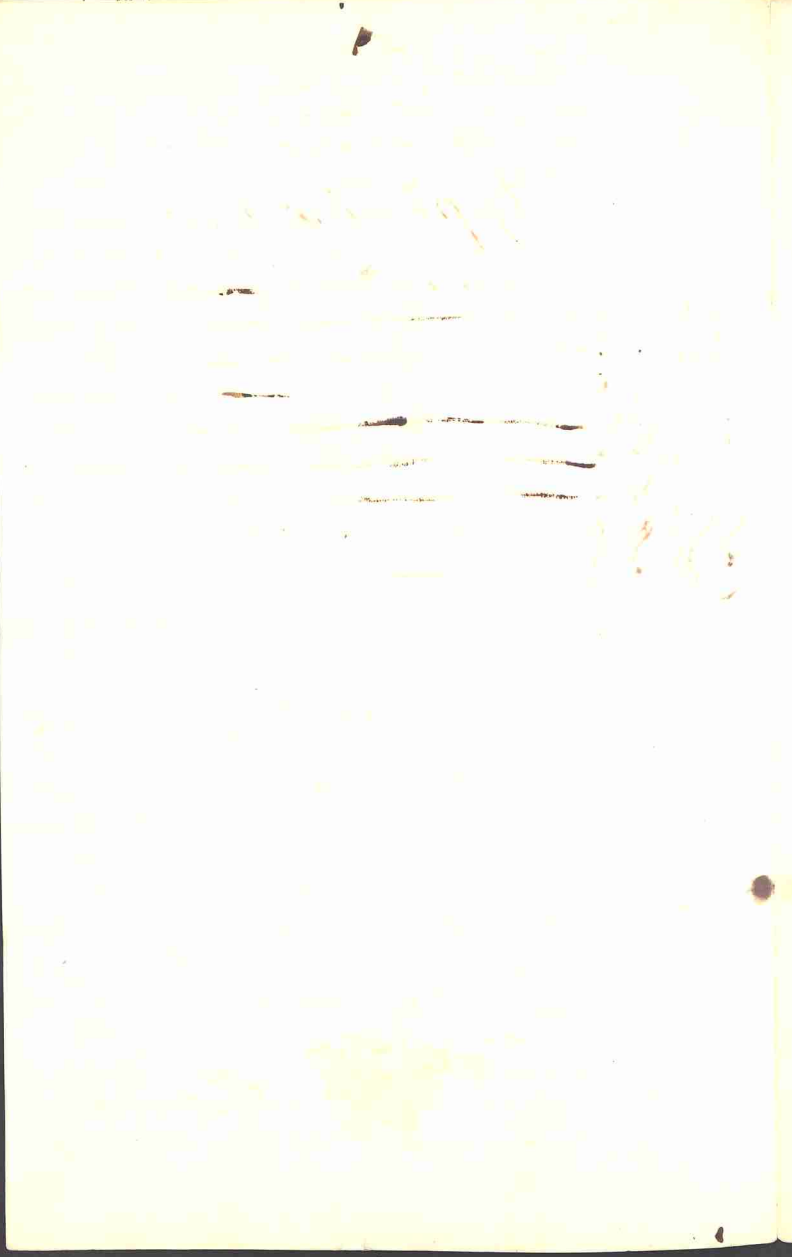


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Appendix to the Schedule of  
Documents appertaining to the Memorial of  
Lewis Verney



Copy of original  
Draft of Contract  
with Lafone  
& some observations



**A**

Extract of the Original  
 Draft of contract, agreed upon  
 in Montevideo, on the 11<sup>th</sup> April  
 1837, between Samuel Lafone  
 resident merchant at Montevideo  
 and Louis Vernet, resident  
 in Buenos Ayres ~~but then on~~  
~~a visit at Montevideo and on~~  
~~the eve of returning to Buenos~~  
~~Ayres), which contract was to~~  
~~be written out, according to~~  
~~said agreement, for signature~~  
~~by the former and sent <sup>by him</sup> to the~~  
~~latter in Buenos Ayres~~



- Art: 1<sup>st</sup> - That Vernet shall draw  
 up plans for forming an association  
 in <sup>England</sup> Europe, for the purpose of  
 carrying on at the Falkland  
 Islands the whale, seine and seal  
 fishery, combining with these  
 objects (if permission can be  
 obtained from the British Govt)  
 the establishment of a colony or colonies.
- 2<sup>d</sup> That Mr Lafone shall through  
 his friends in <sup>England</sup> Europe endeavour to  
 form such a association on the  
 plans to be proposed by Vernet,  
 subject to such alterations and  
 improvements as the Company  
 may think proper to make. —

3<sup>d</sup> - That of all and every re-  
muneration, perquisite or com-  
mission (salaries excepted) which  
may be allowed by the company  
to Mr. Lafone, or his said friends  
for the direction & management  
of the concerns in England, &  
to Mr. Vernet for the direction  
and management of the concerns  
at the Falkland Islands (whether  
Vernet be required to act in his  
own name or otherwise), each of  
the two contracting parties shall  
cede to the other party one  
third of such remuneration, perquis-  
ites & commissions (salary always excepted).

5<sup>th</sup> - That any and every advan-  
tage or profit arising from un-  
dertakings which either of the  
two contracting parties may  
make at the Falkland Islands,  
that do not counteract the in-  
terest of the company, according  
to the plans it may have adopted,  
shall be divided into three equal  
parts, namely:  $\frac{1}{3}$  for Mr. Lafone,  
 $\frac{1}{3}$  for Mr. Vernet and  $\frac{1}{3}$  for  
Mr. Lafone's friends in England,  
excepting Vernet's rights to the  
wild Cattle and the Lands of  
the East Falkland Island, as  
respects these interests, they shall  
be proceeded <sup>with</sup> as stated in article

Article 4<sup>th</sup> of the Agreement shall also be at the end of two years by that time  
The said Agreement has not been formed in a fair form of remuneration, but of many  
this agreement shall exist as long as the operations of the Company continue, not  
exceeding twelve years, unless renewed by mutual consent, but of which  
order. Also in a special notice, which shall be given before hand by the party willing to enter to

9 April 1834

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It is hereby agreed upon between Messrs Lafone & Co<sup>o</sup> on the one part & Mr Lewis Vermet on the other part.



1<sup>st</sup> That Vermet shall draw up a plan for an association in Europe for the purpose of carrying on all the Falkland Islands, the whale, Seals, & Seal fishing, combining with these objects the establishment of a Colony provided permission can be obtained from the British Govt

2<sup>d</sup> That Mr Lafone shall through his house in London Messrs ~~\_\_\_\_\_~~ endeavour to form such application on the plan to be proposed by Vermet <sup>subject to such alterations and improvements</sup> as the association may think proper to ~~form~~.

3<sup>d</sup> That Vermet shall draw up a Statement of the foundations on which he claims the right of property to the lands and Cattle on the East Falkland Island, or an equivalent compensation in lieu thereof.

4<sup>th</sup> That if Mr Lafone through his friend in England <sup>and at his or their expense</sup> should obtain from the British Govt or through Parliament the acknowledgment of said claims or an equivalent compensation, ~~at their expense~~ <sup>Mr Lafone</sup> they shall be entitled to one third of what <sup>was thus obtained by the other two thirds</sup> ~~they may be entitled to~~ <sup>of profit.</sup>

5<sup>th</sup> That any and every advantage arising from undertaking, which either of the <sup>parties</sup> contracting parties may make at the Falkland Islands, independent that ~~do not interfere with the company~~ <sup>are not in contract</sup> ~~consider the plan laid out for the company shall be divided into three equal~~



part 1/4 for each of the 1000 sheep 1/2 for the cow and 1/2 for the horse & 1/2 for the dog

of the objects stated in the 1st, 2<sup>d</sup> & 3<sup>d</sup> Article  
of the agreement from the said land & taking the title cattle and  
of the sheep of the East Falkland Island, which undertaking  
shall be considered as independent of the Company's  
affairs, such affairs as is not carried on at pres-  
ently the same place as that of the Company's

to the Company for the directors  
Contracting parties may ~~contract~~ <sup>be</sup> ~~with~~ <sup>the</sup>  
to the Company for the directors  
to the Company for the directors

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8<sup>th</sup> ~~of~~ ~~what~~ ~~may~~ ~~be~~ ~~obtained~~ ~~according~~  
 to the foregoing article one half shall  
 be retained for the benefit of the  
 Association paying Mr Lafont, <sup>the said Mr Lafont</sup> ~~and~~ ~~the~~ ~~said~~ ~~Mr~~ ~~Lafont~~ ~~to~~ ~~be~~ ~~paid~~ ~~to~~ ~~him~~ ~~by~~ ~~the~~ ~~Company~~  
~~Company~~ <sup>introducing</sup> ~~to~~ ~~the~~ ~~Stock~~ ~~of~~  
 the Company at the valuation of 30000 patons  
 or as much more as <sup>they may</sup> ~~the~~ ~~said~~ ~~parties~~  
~~and~~ ~~an~~ ~~agreement~~ ~~with~~ ~~the~~ ~~Company~~ ~~and~~  
 it is understood that the half thus introduced  
 into the Stock shall consist of half the third  
 interest Mr Lafont ~~shall~~ ~~have~~ ~~according~~ ~~to~~ ~~the~~ ~~7<sup>th</sup>~~ ~~article~~  
 and of half the dividends ~~the~~ ~~said~~ ~~two~~ ~~thirds~~  
~~of~~ ~~the~~ ~~profits~~ ~~of~~ ~~this~~ ~~company~~ ~~there~~ ~~remaining~~  
 thus at the free disposal of <sup>two</sup> each of the contracting  
 One half of their respective interest in the result of  
 their claims as per 7<sup>th</sup> article of this agreement

9<sup>th</sup> It is understood that <sup>each of</sup> the contracting parties reser-  
 ving their to themselves 1/2 of their respective interest  
 in said Claims, ~~shall not~~ ~~be~~ ~~to~~ ~~be~~ ~~so~~ ~~under~~  
 the impression that the ~~to~~ part which is <sup>to</sup> put into the  
 Company's stock is fully sufficient for the objects of the  
 Company, and they more over engage themselves not  
 to apply that part ~~to~~ ~~any~~ ~~other~~ ~~purpose~~ ~~which~~ ~~they~~ ~~hold~~  
 with independence ~~to~~ ~~of~~ ~~the~~ ~~Company~~ ~~to~~ ~~any~~ ~~purpose~~  
 which may be ~~contrary~~ ~~to~~ ~~the~~ ~~interests~~ ~~of~~ ~~the~~ ~~Company~~  
 The only advantage they <sup>promise</sup> to themselves by  
 such reservation being the increase of value which  
 such property will require by the colonization  
 of the Island. —



10<sup>th</sup> Mr Lafont shall accompany the statement mentioned  
 in the 6<sup>th</sup> article with <sup>his</sup> special power of Attorney  
 in favor of Mr Lafont as the full fulfilment of  
~~the~~ ~~obligations~~ ~~in~~ ~~the~~ ~~7<sup>th</sup>~~ ~~of~~ ~~8<sup>th</sup>~~ ~~article~~ ~~of~~ ~~this~~ ~~agreement~~  
 now require. —

11<sup>th</sup> This agreement entered into in good faith it is  
 also understood that if its better execution shall require

is provisional and any addition or alteration which the better execution  
of the same may require according to the spirit laid  
down in the foregoing articles, shall be ~~ad-~~  
~~ing~~ ~~to~~ ~~the~~ ~~way~~ ~~in~~ ~~good~~ ~~faith~~ ~~require~~ shall  
be added hereto by the two contracting parties  
if there should be any <sup>difference</sup> opinion on such addition  
or alterations then the parties shall <sup>submit their</sup>  
~~have recourse to arbitration~~  
and by such arbitration <sup>all and every</sup> difference which contrary  
to expectation might arise shall be decided in  
future in the prosecution of this agreement shall also  
be decided.

Given under our hands this 11<sup>th</sup> Day of  
April 1837



It is hereby agreed upon between Mr Samuel Lafone on the one part and Mr Lewis Verret on the other part



Artist 1857

forming

That Verret shall draw up plans for an Association in Europe for the purpose of carrying on at the Falkland Islands the Whale, Seize and Seal fishery, combining with these objects (if permission can be obtained from the British Govt) the establishment of a Colony or colonies.

~~1<sup>o</sup> Of all remuneration, perquisites & commission (salaries excepted) which may be allowed~~

2<sup>o</sup> That Mr Lafone shall through his friends in Europe endeavour to form such association on the plans to be proposed by Verret, subject to such alterations and improvements as the Company may think proper to make.

3<sup>o</sup> That of all and every remuneration perquisite for Commission (salaries excepted) which may be allowed by the company to Mr Lafone or his said friend for the direction & management of the concerns in England, & to Mr Verret for the direction of management of the concerns at the Falkland Islands (whether Verret be required to act in his own name or otherwise), each of the two Contracting parties shall cede to the other party one third of such remuneration perquisites & Commission (Salary always excepted).

4<sup>o</sup> That this agreement shall cease at the end of two years if by that time a company has not been formed or be in a fair stage of formation, but

if formed this agreement shall <sup>continue</sup> ~~last~~ <sup>last</sup> as long as  
the operations of the company <sup>Company</sup> ~~last~~, not exceeding  
twelve years, unless renewed by mutual consent  
if it shall not cease but by a years notice  
being given before hand by the party ~~to~~ <sup>retire</sup> ~~retiring~~  
to the other party, said notice shall be given

5<sup>th</sup> That any and every advantage or profit  
arising from undertakings which either of the  
two contracting parties may make at the  
Falkland Island, that do not counteract  
the interests of the Company according to the  
plans it may here adopted, shall be divided  
into three equal parts, namely:  $\frac{1}{3}$  for Mr Lafone  
 $\frac{1}{3}$  for Mr Vernet &  $\frac{1}{3}$  for Mr Lafone's friend  
in Europe. Excepting <sup>the most profitable</sup> ~~the most profitable~~ <sup>Merchets</sup> ~~Merchets~~ <sup>might be</sup>  
King, the wild Cattle and the Land of the East  
Falkland Island <sup>as far as they interest them</sup> ~~shall~~ <sup>shall</sup> be proceeded  
as stated ~~of the~~ <sup>in</sup> articles 7<sup>th</sup> 8<sup>th</sup> & 9<sup>th</sup> of this Contract

6<sup>th</sup> That Vernet shall draw up a Statement of the  
Foundation on which he claims the right of property  
to the Land and Cattle on the East Falkland  
Island, or an equivalent compensation in lieu  
thereof

7<sup>th</sup> That Mr Lafone shall <sup>see to</sup> such Statement being  
laid before some able lawyer in London & to obtain  
the opinion of the same <sup>shall</sup> ~~shall~~ be transmitted to Vernet  
for his information.

8<sup>th</sup> That Mr Lafone will endeavour, by himself or  
by his friend in England ~~that he~~ <sup>shall</sup> to obtain  
from the British Govt or from parliament the

acknowledgment of Verret's said claims on the best  
 compensation he may be able to obtain in  
 lieu thereof. <sup>For which we have</sup> ~~For which we have~~ <sup>made</sup> ~~made~~ <sup>provision</sup>  
~~that the help of all that may according to~~  
 9 = That the help of all that may according to  
 the foregoing article be obtained, shall be  
 dedicated to the benefit of the Company  
 provided Mr Lafone or his friends should think  
 it convenient so to do, by introducing it in that  
 case into the stock of the Company at a  
 valuation of 30,000 petacous say thirty thousand petacous  
 or 6000 £ Sterling say six thousand pounds Sterling  
 or as much more as they may agree upon with  
 the company. — It is understood that the help  
 thus introduced into the Company's stock shall  
 consist of one half of Mr Lafone's and one half  
 of Mr Verret's interest in the same according to the  
 8<sup>th</sup> Article of the agreement. If the company make it a sine  
 qua non <sup>the introduction of the whole of the cattle it shall be done with the addition of</sup>  
 ten thousand petacous or 10,000 petacous or 2000 pounds Sterling.  
 10 = It is understood that each of the two con-  
 tracting parties, reserving their to themselves half  
 their respective interests in said claims, do so under  
 the impression that the parts which is to be put  
 into the Company's stock, will sufficiently suffice for the  
 objects of the Company, and they engage themselves  
 not to apply the parts they have thus reserved to  
 any purposes which may be contrary to the  
 interests of the Company. The only advantage they  
 promise to themselves by said reservation, being the  
 increase of value which is likely to result to said  
 property by the colonisation of the Island. —  
 11 = Verret shall accompany the statements of  
 his claims mentioned in the 6<sup>th</sup> article with such



lower  
 seven  
 lines

Special power of Attorney as the execution of this agree-  
ment may require.

12<sup>th</sup> This agreement shall admit of such additions  
and alterations as its better fulfillment according to  
the principles laid down may require in good faith,  
and if there should be any difference of opinion  
on such additions or alterations, such differences shall  
be left to a fair arbitration. — And by such arbi-  
tration shall be decided all and every difference  
which contrary to expectation might arise in  
future in the prosecution of this agreement

13<sup>th</sup>

Vermet

N: 37 - Surpcha



Acc<sup>t</sup> pending against Gal<sup>ty</sup> of 20000 paper & shares  
produced at Falklands worth fr 15. to 30000.  
first deposit



To Samuel Lafone Esq<sup>r</sup>  
Sir, I hand you for your perusal the following statements:  
Statement of my private rights & pri-  
vileges at the Falkland Islands as far as regard  
the Government of Buenos Ayres.



In August 1823 I obtained from the  
Gov<sup>t</sup> of Buenos Ayres on joint account with  
D<sup>o</sup> Jorge Pacheco a grant of the wild cattle  
on the East Falkland Island.

In December we obtained from said Gov<sup>t</sup>  
a grant of thirty square leagues of land on said  
Island also on joint account. — The Island  
contains upwards of one hundred square leagues  
of land usefull either for agricultural or herding  
establishments.

Soon after obtaining the grant of the cattle  
Mr Robt Schofield made a contract with us regarding  
the cattle, he having to catch the cattle at his expense  
and to pay us 20 reals for each head of grown  
animals and one dollar per head for the small  
cattle. — Mr Schofield was to pay ten thousand  
dollars in advance — A penalty of 10,000<sup>00</sup>  
was stipulated in case of non fulfillment on  
either side. — Mr Schofield further more  
purchased from us said grant of Land for  
ten thousand dollars.

Mr Schofield began to fit out an expedition  
with three vessels, incurring into greater and useless  
expences, and his means were exhausted to such a  
degree that he was unable to fit out the last  
vessel which took him & his family to the Island.

2) The sanguine expectations we had formed of his ultimately succeeding in his enterprise, & the advantages we expected to derive from the fulfillment of the Contract, induced us to give him every assistance. — The advance of which he had paid 8700 Dollars, was soon laid out again for his account, & by my <sup>stand</sup> ~~hand~~ <sup>and</sup> ~~brother's~~ security — for several debts which were preventing him from proceeding on his voyage, & my brother in law Colonel Fair standing guarantee for the freight of the last vessel, he at length departed on the 1<sup>st</sup> March 1824 indebted to us ten thousand Dollars — or rather to me, Pacheco having no property I made all the disbursements. —

For our security against the strange behaviour of Mr S. who had taken to drinking very hard, he was to be appointed in the direction of the undertaking by my brother. But such was the extravagance of Mr Schofield's conduct that if he had tried his best to ruin the undertaking, he could not have done more to that effect. — He had hardly been one month at the Island when he set sail taking with him all the supplies & leaving ~~his~~ people on the Island almost destitute & without the means of doing any thing — He arrived with the Antelope at Patagonia where I happened to be, there he was protected by a dozen of mechanics, whom he had engaged in Buenos Ayres at 40¢ per month & who having managed to come away from

the Island in the same vessel with him, claimed <sup>3</sup>  
their wages & would have got him into jail had  
I not taken his part. — Schofield was still  
daily intoxicated, but even in his sober moments  
his departure from the Island appeared to him  
as a dream of which he had but a faint  
recollection. He could give no answer to my  
enquiries and frankly acknowledged that he  
knew nothing of the matter. — In August  
following day, from 5 to 6 weeks after his  
departure for the Island, he got back to Oahu  
Agree, and a few days after, the people who had  
remained on the Island from absolute want,  
returned also. — Thus ended Mr. Schofield's  
enterprise, with the total loss of the Capital  
employed & besides, loaded with debts, which he  
could never pay. — I was the greater loser of  
all the Creditors, for Pacheco could not pay me  
his part of the loss of his testamentaria remains  
owing me about seven thousand Dollars, since  
the year 1824. — which will never be paid  
unless it were with their half of the 30 leagues  
of land of their half of the Calaca, on the Island,  
but if the British Govt dispute the validity  
of these grants, as it does do, then that matter  
is of course of no value whatever. — The  
Bill of Sale of the land to Schofield had never been  
made out, because he had not paid for it.

In July 1826 an association of friends  
under my direction got a copy of Pacheco's half



4 of the Cattle on the Island, on condition of reserving  
for himself one half of the calves, the company  
having to keep at his disposal & tame, the half  
of the Calves that were <sup>to be</sup> caught.

Towards the latter part of 1827 I purchased  
the shares of all the partners & have since  
then been alone in the business.

In June 1828 I proposed to the Govt  
of N. H. to establish a colony at my expense,  
provided they would grant me as my property  
for ever the remainder of the waste lands of  
the Island, the privilege of the fisheries for myself  
and the Colonists and the exemption from taxes,  
contributions and duties for 30 years. My propo-  
sal was accepted, the property of the land granted  
forever, but the privileges only for twenty years,  
and the colony was to be established within  
three years. — Which having religiously fulfilled  
on my part, said property of the land & the  
privileges, has become, as far as regards the Repu-  
blic of Queen Ayres, firmly established.

The colony was destroyed in 1831 wantonly, by  
Captain Duncan of the Lexington, because I  
had obeyed the orders of the Govt of then Govt.

My loss of Capital employed is about  
200,000 Dollars hard money, the loss of much toil  
time and anxiety of mind. — If the Govt of  
Queen Ayres relinquish voluntarily their rights to  
the Island, they must indemnify me for my  
losses sustained on account of their having given  
me grants of Land and privileges which they had  
no right



no right to grant: — If they maintain their <sup>rights</sup> <sup>(5)</sup> ~~rights~~ <sup>claims</sup> they must support me in their claim against the U.S. Govt for the wanton destruction of my Colony which having been a private property of mine ought on no considerations to have suffered even if the U.S. Govt has no right to detain those vessels — I could bring the claim forward myself without the interference of the U.S. Govt, but the latter is preferable, especially if the long promised Minister goes to the U.S.



Thus however valuable and just my claims against the U.S. or the Queen of Spain Government may be, the movements of Govts are so slow that being as I am without the means of pushing on matters, they may <sup>be</sup> ~~may~~ <sup>wait</sup> ~~wait~~ a little while to me for a long time.

In the collection of official documents published in P.S.A. in 1832 you will find in the note to the American Minister dated 14<sup>th</sup> August towards the latter part of it, that the Govt of P.S.A. ~~would~~ <sup>would</sup> ~~intentionally~~ <sup>intentionally</sup> ~~to be made~~ <sup>to be made</sup> ~~one~~ <sup>one</sup> for the ~~loss~~ <sup>loss</sup> sustained in the destruction of the Colony. — Two months after this Gen. Alvear was appointed minister to proceed to the U.S. for that purpose, afterwards Moreno was ordered to go from London to the U.S. but a singular coincidence of circumstances has always impeded the realisation of the mission. — In the last message Gov<sup>r</sup> Rosas again promises to send a Minister.

}

(6)  
Statement of my position  
with regard to the British Government.

I have a bona fide possession of the  
East Falkland Island at an enormous expence  
of Capital time and labour, and the British  
Govt tacitly consented during six years, at  
the end of which, that Govt sent in a protest  
through Mr. Parish. Dated November 1829  
claiming the Island, as part of the Dominions  
of the British crown, (wh. was not known to me until 1831)

The British Govt could not but know  
what I was engaged in, since the year 1828, and  
having tacitly consented, has also according to British  
law become responsible for the inevitable conse-  
quences of such tacit consent.

In the year 1820. Cornelius Jewitt then  
in the naval service of B.A. took possession  
of the Falkland Island in a regular form in  
the presence of British and American Vessels,  
and ~~the~~ Captain Weddell in his celebrated  
voyage toward the South pole, published in  
London soon after, gives a circumstantial  
acct of the act of taking possession -  
Weddell became celebrated because he went farther  
south than any other navigator, wherefore his  
work attracts the notice of the British Admiralty  
& the Govt & the whole nation - The act of  
taking possession was more over announced in  
the public papers, and there was not the slightest

objections started by the British Govt. — Under  
these circumstances, was it possible of course  
to imagine that those islands belonged to England?  
Almost all historical & geographical works  
which had <sup>been</sup> published in England stated clearly  
that those islands had been ceded to Spain  
by England about the year 1771 —

Further, the grants obtained in 1823 from  
the Govt of Buen Ayres, were legalized by  
the British Consulate, for the purpose of being  
more respected at the islands by strangers who  
might touch there and not know the signa-  
ture of the Buen Ayres Notaries.

Don Pablo Anquede was made Comendant of  
the islands in 1824.

In Jan'y 1828 I shew'd to Mr Parial  
the grants I had obtained then for the establishment  
of a Colony at my expence, he asked me for  
a translation of the documents to send to the British  
Govt & I gave it, ~~and~~ and the originals were  
then certified by the British Consulate as the  
former were.

On June 1829, being then in B. A., the Govt  
appointed me Govt of the islands, that same month  
I proceeded thither, and remained there until the  
end of 1831, where I came to Buenos Aires with one  
of the detained vessels, for the purpose of attending  
to their trial. — While thus engaged in B. A., and the  
trial only just begun — The American Corvette  
went & destroyed my settlement.



8. The Sept 1832 being then unable to reestablish the settlement at my expense, the Gov<sup>t</sup> of A. D. P. sent the H. M. of war Carrandi with a Garrison and some settlers, & a provisional Gov<sup>t</sup> to remain until I might be disengaged to return to the Islands. —

In Jan'y 1833 H. B. M.'s Ship, Clio Capt. Ouslow, drove away the Carrandi and Garrison took possession of the Islands in the name of H. B. M. — My private agent as well as all such of my people who wished to remain were permitted so to do, & were moreover told that all labor & occupations could continue as heretofore & private property was to be respected; but to this day it has not been distinctly stated what is considered private property. —

My agent was then put in charge of the British flag, no man of war remained nor left any Garrison. —

— On August 1833 my agent (Capt Matthew Brisbane, he who commanded in 1820 the Cutter Beaufort that went in company with the Jane, Capt Widdell's vessel, on the before mentioned celebrated voyage) was assassinated, and four of his attendants, by some ruffians who took advantage of the defenceless state the few remaining settlers were in. — I had but shortly before reestablished the cattle business, which had been destroyed by the American Corvete, and now every thing



in greater ruin than ever. — In Jan'y 1834 <sup>500</sup> 9

H. B. M.'s Ship Challenger touched at the Settlement  
5. placed Lieut Smith there as govt — Thus the  
five settling who had saved themselves from the massacre  
by going living five months on a small island in the  
Bay, were relieved, & the affairs taken order was resto-  
red. — The assassins were sent to England, but  
never tried, or at least not punished, for ultimately  
they were sent out again and landed in Mount  
St. Paul liberty, unknown to the authorities  
here. —



There was then but three ganchos on  
the island, which are too few by far to carry  
on the business properly — Lieut Smith  
found Capt. Oriskany's papers & my instructions,  
by which Lieut Smith was. Hunt enough to  
guide himself by, & follow up the business of  
catching cattle & sealing with a couple of boats  
for my acct. — but it no being compa-  
tible with his public character to transact  
business he sent for his son, & whom he  
appointed as my agent, until such time  
as I might go there myself & send some  
person in my place. — On his arrival there  
he found on hides & seal skins to the value of  
about four hundred pounds sterling, and according  
to a letter I rec'd from him dated Dec. 1835, the  
skins & hides had increased to about double that  
amount. — I then immediately endeavoured to  
get assistance to make an Expedition of ganchos and

70) and new horses to the Island to reestablish  
that business properly - and the first person I  
found willing to assist w<sup>o</sup> Gen<sup>l</sup> Lavalleya  
who undertook to pay all the expenses on certain  
shares being given him of the profits of the  
undertaking. - A sinister interpretation  
appears to have been given to Lavalleya's  
intentions, as compromising the safety of the Island,  
and in consequence thereof, to prevent the  
execution of my agreement with Lavalleya,  
my right to the cattle was denied me by  
the British Gov<sup>t</sup>. - This unfortunate contract  
with Lavalleya has thus done me much injury  
and may require much correspondence to do  
away the false impression. - It is  
evident that when Onslow took possession,  
there was no intention of denying me that  
Cattle, nor for a long time after, since  
the King himself continued the cattle business  
and also the sealing for my use.

The Cattle was originally sent there  
from Spain by the King of Spain & can  
therefore not belong to the English. Croviers if  
even the Island do; but to me as obtained  
the cession of them by a special grant from  
the Gov<sup>t</sup> which is now in the possession of the Spanish  
Gov<sup>t</sup>.

My case with regard to the British

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Government is a claim founded <sup>on nothing less than</sup> ~~upon~~ <sup>the</sup> ~~bona fide~~ possession and tacit consent of the owner, In equity my rights must be confirmed or an equivalent compensation ought to be given me.

The destruction suffered in 1833 by the appropriation of my agent & principal people, under the British flag and for the want of due protection forms also a claim against the British govt, altho it is only a minor claim. —



It is evident by what I have stated, that I was proprietor in bona fide of the grants made me by the Bona Fide govt, and known to the British Government as such bona fide proprietor and even treated as such by the man appointed Gov. of the Island. It is after all this, the British govt, from a founded or an unfounded jealousy, of the intentions of Gen. Lavalleja in his connection with me (which connection has long since ceased), should from motives of policy deny and persist in denying my private rights as proprietor of the Lands & Cattle, they can not in justice deny me an equitable compensation for such dispossession.

An equitable compensation could I think, not be less than what is due to a man who has built his house on an other man's ground believing it to be his own ground & not having met any opposition from the real owner — This man is at least entitled to the value of the Capital and labour he employed in building it. — The same would be due for Capital and labour employed in any other useful object such as the Colony, in my present case, which <sup>expense</sup> and trouble I would have incurred

12/ if the British Govt had acted as it ought to have done, namely to have warned me or given me notice that the Island on which I was establishing myself belonged to the British Crown. If after this I had persisted in my purpose then there would have been no responsibility on the part of the British Govt. All this is so evident as to require no further explanation. But unfortunately my ruin occasioned by the Lexington in 1821 and by the massacre in 1833, has been so complete that I could not undertake a voyage to England else I would long since in all probability be reestablished in my rights or obtained a compensation which would have been a fortune to me. — However, this delay has not only been occasioned by a want of funds for the voyage & subsequent eventual expenses necessary for pushing on my affairs before Govt or Parliament, because had I directed all my attention to this object I might have obtained the necessary assistance from friends; but the delay has principally been occasioned by a variety of circumstances which I could not foresee namely:

- 1<sup>st</sup> the gradual postponement in the departure of a Buenos Ayres Minister for the U. S.
- 2<sup>d</sup> In a fruitless attempt to get assistance from the British Admiral for carrying on or rather reestablishing properly my cattle business, which once effected would have given me means for attending to my claims in England & America. The assistance required of the Admiral was to be repaid in cattle to H. B. M's Shipping & by the sale of some of my stone buildings for the use of the



100/13  
Com-

garrison - but the Admiral reported my  
communications to his Gov<sup>t</sup> and three years elapsed  
before I had an answer, and that was an answer  
not at all to the point, merely stating that  
"as the islands are part of the dominions of  
the British Crown, no claims of Mr Verret  
arising from grants of the B<sup>o</sup> A<sup>o</sup> Gov<sup>t</sup>  
must be admitted". —



3<sup>d</sup> A long correspondence with Mr W. P. Whittington  
of London who had offered to bring my claims  
before parliament & had partly formed an  
association for establishing a colony, kept me  
one year and a half in suspense, and ended  
in Mr W's bankruptcy. —

4<sup>th</sup> Two claims pending against the Gov<sup>t</sup> of B<sup>o</sup> A<sup>o</sup>,  
being accounts of expences I have been at  
for public service, one for about 20000 paper,  
the other for about 60,000 — The former  
was presented four years ago, and is only now  
drawing towards a favorable conclusion, the  
other I fear will take a long time yet. —

5<sup>th</sup> Collecting by law suits several old outstanding  
debts, which have hitherto served for my mainte-  
nance. —

All these dilatory affairs & scantiness of means  
withall naturally obliged me to remain long  
inactive in the pursuit of my more impor-  
tant claims against the British & the U. S. Gov<sup>ts</sup>,  
but now that I have my right of property

14/ attacked by the former Govt, and that the  
appearance of Mr Burrows in this City induced  
me to commence steps in the U.S., I must  
follow both matters up with energy, and  
"beat the Iron while it is hot".

In short the time is come that I must  
exert myself, that I must seek the means  
of attending personally to my affairs in England  
& in the U.S. or to connect my self in respect  
thereof, with some influential Commercial  
house, that it may be the needfull in London  
for me while I pursue personally my business  
with the U.S. Govt. — To induce the Commercial  
house to interfere in my behalf, I propose  
the formation of an Association in Europe, under  
the direction of such house, ~~for~~ for the esta-  
blishment of a Colony at the Falkland Is<sup>lands</sup> & the  
establishment there of various productive bran-  
ches of industry guided by my experience of  
those Islands — You have met me half  
way, and if I can come to a recipro-  
cally advantageous arrangement with  
you, I shall go no farther, I shall not  
seek other connections, and await with patience  
the results of your endeavours, provided I  
can hold out long enough. —

83 15

My position in relation to my creditors is  
the following:



According an agreement with my creditors  
which was sanctioned by the Consuls of B<sup>o</sup> A<sup>o</sup>  
I have no further obligations toward them  
than to give up to them one half of what  
I may recover from the U. S. Govt, upon  
which I am entitled to a discharge in full, no  
matter whether such recovery be considerable  
or inconsiderable. — Therefore all business which  
I may otherwise undertake, my creditors have  
nothing to do with. — However, in the persuasion  
that the Lands of the East Falkland Island belong  
to me, I had mortgaged one half of those Lands  
as a guarantee to my creditors. — Therefore, if  
the U. S. Govt should contrary to expectation,  
not make me an indemnification for the  
wanton destruction of my Colony by one of her  
naval officers, in that case my Creditors would  
have a hold of half those Lands, but of nothing  
else. —

The British Govt give me permission to go  
and fetch away the property originally deposited  
there, which as said before is worth 400£ H<sup>o</sup>, but  
the 400£ accumulated since, which was delivered  
by the Lieut to his son, as my agent, (regarding  
which I have the correspondence) is doubtful whe-  
ther it will be delivered to me, and in that doubt  
it was not prudent to go to the expence of  
a vessel to fetch away 400£ worth of L<sup>o</sup>, and  
more so as I was always on a point of proce-

16) ding to the Island for the greater objects of re-  
establishing the cattle business - However last  
October I wrote to my agent there w<sup>th</sup> the Cleopatra  
to send my property to George Wiltes & Co London  
or John Campbell Liverpool or to Rostron  
Brothers Rio Jan<sup>o</sup> or Stanley Black Mount for  
first opportunity which might present itself.  
I have since had no letters from there and  
am consequently also in suspense regarding  
this matter.



50 (17)

ROYAUME DE LA HAUTE NEE  
LE GOUVERNEMENT DE LA HAUTE NEE  
\* \* \* \* \*

Objects for an association for establishing  
a Colony at the Falkland Islands

- 1<sup>st</sup> The advantages which the Govt may grant in recompence of such establishment to the Company.
- 2<sup>d</sup> The gain arising to the Company in the repayments of their outlays on the transportation & subsequent accommodation of the Settlers, independent of good interest on their money, which gain and interest will be guaranteed by the prosperity of the Settlers, which prosperity is certain under proper management.
- 3<sup>d</sup> The gain arising to the Company from the Whale fishery, the Seine fishery & the Seal fishery, all which fishery can be carried on at less than half the expence that such fisheries cost generally, because the existence of the labourers or rather fishermen on the Islands saves the employment of vessels to carry them & the provisions that are otherwise consumed on long voyages, & if the usual mode of carrying on the fishery in these seas by vessels fitted out in Europe, give a profit to the undertakers, then the fishery carried on by the planters will give much larger profits, and as it admits of larger pay to the labourers their prosperity will be the more fomented.
- 4<sup>th</sup> The vessels fitted out for the fishery want only some additional provisions to enable them to bring out settlers, so that the passage money charged to the settlers will leave a very great profit.

18 / 42  
5 The profits arising from a naval store house  
6 on the Supplies sent to the Colonies.

If we agree I shall make up  
a plan for the Company, founded on the  
the knowledge I have acquired of these  
matters.

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The Advantages for ourselves are numerous  
and can not all be foreseen & depending  
principally upon the less or greater extent the  
Company wishes to embrace in the different  
branches of industry — the principal Advantages  
may be made to be the following:

- 1<sup>st</sup> The reservation or rather the occupation of some  
of the best seal rookeries for our own account.
- 2<sup>d</sup> The trade with the Indians on the Coast of  
Patagonia & Straights of Magellan. —
- 3<sup>a</sup> A petty trade of great profit with the Fishermen  
of articles they are fond of, giving them credit, to  
be paid by them in articles which they acquire  
at their shares of the Fishery, & cheap. —
- 4<sup>th</sup> Various contracts to be made with the Company  
for a variety of purposes & of certain positive advantage  
such as 1<sup>st</sup> the furnishing the Settlers with the necessary  
wood for building from the Straights of Magellan —  
2<sup>d</sup> Salt for the Fishery — 3<sup>d</sup> Sheep from the Riverplate. —

If I obtain the confirmation of my right of property to the Cattle, there will be the advantage arising from procuring the Soldiers with tamed Cattle for their farms & also horses & pigs for the salting of beef and pork in Canada, for the shipping which touch there to or from the Pacific. — but to obtain half the advantages arising in case of the Cattle being acknowledged as my property it would be necessary to give me about half of what we might appreciate this property. All it now stands, being the chances for and against a confirmation or for and against a compensation in case thereof, which the British Govt might grant. — The same I say regarding the right of property to the land, that part which is not mortgaged.



When obtained the land or the Cattle or both, the whole may enter into the Company's stock as so many shares which we hold.

Or we may fix a value on the land and Cattle to give it to the Company previous to the right being clearly determined, leaving the company run the chances of the claim — which option if made should be made at a far higher rate than that which we may fix now between ourselves.

I am willing to allow you 25/6<sup>00</sup> free on the value of my rights if obtained through Parliament or through Govt — you understanding yourself with your friend in England on the subject.

You or your friend will of course endeavour to get from the Company the best compensation they can for their direction of the affair in Europe.

20/ And if I am to be employed in directing the concern at the Island, I expect they will do their best to secure me as good a pay as they can, for I should think, the least that such a situation would be entitled to would be 1000<sup>l</sup> a year. Because the other advantages <sup>then existing</sup> between ourselves, are quite independent of the trouble & responsibility of directing such extensive concern at ~~that of the Island~~ as that of the Company. —

In case of my not obtaining the Directorship at the Falkland I would expect a share of the advantages arising to you & your friends from managing the concern of the Company in Europe as a compensation for my having proposed the scheme. The other private advantages arising to ourselves individually from the scheme, each should be entitled to one half thereof. —

After you have read this we must have another interview, and come to a fixed understanding. — I am going in the packet to morrow for Point Ayres — but shall do myself the pleasure of calling on you this evening, when we can draw up a short agreement of from Point Ayres, I can set to writing <sup>all</sup> the particulars of the scheme and a "prospectus" for the formation of a Company. —

Mont<sup>g</sup> 9<sup>th</sup> April 1837. —

Excuse the errors which  
haste may have occasioned.

I am in haste

Sir m. o. l. s.

Lewis Vernet