The schooner "Harriet, Captain R. Gibert & Davison of Stonington, and the schooner Superior Captain Stephen Congar of New York, having been seized for sealing the Falkland Islands and Slater land 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 discovered, promising sealing ground on the west Coast of South America, provided that satisfactory security could be given for the timely reappearance of such sealing vessels and Lewis Vernet Esq.ᵉ 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 Esq.ᵉ 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 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 persons authorised by him to receive them:— after which such vessel shall be fitted out with all cou-

-nenient speed with the provisions, salt, stoves 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 fulfil-ment of this agreement shall require.—

Art. 2nd — 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 ob-tained from Captn Low of the brig Adeona and from part of his crew, left on this Island, great quantities of fur seal were lately seen by them; and, for the better finding of which place it is mutually agreed upon by the Contracting parties to employ — Clarke — 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 an-chor in the basin 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 receive in skins the shares 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, or the vessels 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 divided accordingly, each paying previously 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 compromise the interest of Alf Vernet in the responsability that he has taken upon himself, by the delivery of the vessel to said master for the intended voyage; but rather to counteract any evil disposition that might perhaps 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 principle "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 other 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 anything on this voyage that is in any way unlawful. —

Art. 5th — 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 then 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, Captain Stephen Congar and Captain Gilbert R Davison, for themselves, and in the names 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 Portsouis East Falkland Islands, this eighth day of September, One thousand eight hundred and thirty one.-

Signed, sealed and delivered in presence of
John Trumbell
Mathew Brisbane

Gilbert R. Davison (seal)
Stephen Congar (seal)
Lewis Vernet (seal)

Additional article, 1st. 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 Captain Stephen Congar shall be the vessel that is to proceed upon the intended sealing voyage.— In Port Louis the year day and date before mentioned.

Lewis Vernet

Additional article 2nd. 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 vessel 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 my power of attorney.— In truth whereof we have each signed the second additional article, in Port Louis the eighth day of September, One thousand eight hundred and thirty one

Witnesses
Jno. Trumbull
Mathew Brisbane

Gilbert R Davison
Stephen Congar

Note.— On the tenth day of September 1831 gave to Captain 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.—

Lewis Vernet

No. 2.

It is hereby agreed upon between Lewis Vernet Esq.r ~~on the one part~~ and Stephen Congar master of the schooner Superior of New York, now bound to the west Coast of South America, under bonds to return to this port, being for a sealing voyage as per contract dated 8th of September 1831, and signed by the aforesaid Vernet and Congar, and Captain Gilbert R. Davison, by which it is understood that the first named Captain 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 Lewis Vernet obliges himself to allow Captain 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 8th of

September. – It is further understood that Captain Congar obliges himself, to pay out of his share, 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 Superior of New York, according to private agreement between said Captains, dated the 10th September. – and in proof of the conformity of the three persons concerned we have signed and sealed three of the same tenour and date, one for each. In Port Louis this 12th of September 1831.

Witnesses
Jno. Trumbell
Daniel Carew

Stephen Congar
Lewis Vernet
Gilbert R Davison

No. 3
Articles

The schooner Superior, Captain Stephen Congar of New York and the schooner Harriet Capt. 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 sealing 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 vessel 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 two 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 authority 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 Captain Stephen Congar to go as master, said master has obtained authority from all parties concerned, by virtue of the first article of the agreement signed on the 8th September 1831; — where it says "such vessel shall be manned with such men as the master of such sealing vessel shall consider best calculated for sealing, and may 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 Captain Stephen Congar having engaged the mates and crew for the said sealing voyage upon the principals 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 fupping 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 seperate seaman's or mariner's 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 for 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 commands of the officers on bard 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, do their best endeavours for the preservation 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 Captain or commanding 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 said master or other officer shall think necessary hereafter to issue for the effectual government of the said vessel, suppressing immorality and vice of any kinds, to be strictly complied with, under the penalty of the person or persons disobeying

forfeiting his or their shares, together with everything belonging to him or them, on board said vessel.—

And it is further agreed on, that no officer or seaman belonging to the said vessel, shall no where demand or be entitled to his shares or any part thereof, except in Port Louis, on the return of the vessel, when the quantity of seal skins or anything else that may be obtained during the voyage, shall be ascertained, and each officer and seaman receive in substance his share of the Cargo, according to the shares against each respective seamans or mariner's 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 Falklands 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 thereby 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 abovementioned articles, and agreements, and acknowledgement of their being voluntary, and without Compulsion or any other Clandestine means being used, we agree 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	Places of Birth	Age	Number of Shares in Case of Non-condemnation	Number of Shares in case of Condemnation
Sept 9th 1831	——— ———	Captain				
	Joseph S. Parsons	Mate 1	New Hampshire	27	Six shares & $6 per month	12. Twelve shares
	John E Adair	Do. 2	New York	29	Six shares & $6.00 per month	10. Ten do
	William Clarke	Pilot	England	27	— Four shares	4. Four do
	William Schuyler	Seaman	Connecticut	17	One share	2½ Two and a half do
	William Widgeon	do	Virginia	21	One and a half share	2½ do and a half do
	John Owens	do	Philadelphia	19	One and a half do	2½ do and a half do
	William Johnstone	do	Surry. Eng.—	22	One share & $10. per month	1 & $10. one share & ten dollars p.r month
	Andrew B. Crawford	do	New York	26	One share & $10 per month	1 & $10. one share & ten dollars p.r month
	John Newman	do	do	22		2½. Two and a half shares
	Peter J. Forry.—	do	do	19	One share	2½. Two and a half do
	Thomas Johnston	do	Alexandria	21	one and a half share	1 & $10. one share & ten dollars p.r month
	Lewis Frances	do	St. Domingo	21	Two shares	1 & $10 one share & ten dollars p.r month
	James Martin	do	Scotland	19	one share & $10 per month	1 & $10 one share & ten dollars p.r month
	Milo Mosher.—	do	New York	22	Two and a half shares	2½. Two and a half shares
	Edward L. Finklepough	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 Captain Stephen Congar bound from Port Louis through the straits of Magellan and back again for the purposes before mentioned.— Jn.o Trumbull Scrivener

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

Lewis Vernet

The foregoing ships articles is a true Copy

Lewis Vernet
Gov.r &c. &c.

——— No 4 ———

Captain Congar,

Bought of Thos. Cuthill Commander of the Ship And.s Hammond

1831 Sept.r 13	To 18 pair of Worsted hose @ 3/.—	£ 2 " 14 "	
	" 4 do Flushing trawsers @ 6/.—	1 " 12 "	
	" 1 doz.n Red shirts.— @ 6/.—	3 " 12 "	
	" 1 doz.ns pair of duck trawsers @ 54/	2 " 14 "	
	" 1 do " — Frocks @ 48/—	2 " 8 "	
	" 4 pair of strong Shoes @ 10/6	2 " 2 "	
		£ 15 " 2 "	

57 doll.s 1 rials Spanish Money

This is to certify that I have received the above articles

Stephen Congar

The above is settled by note from Mr. Lewis Vernet
paid with stores September 25th.

— No. 5 —

Port Louis Sept. 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 mollases, — spare rigging &c and two rifles of the Harriet

Stephen Congar

Memorandum, furnished the superior further —

6 Bullocks	@ $10 —	$60 —
40 yards Carpeting for sealers socks		80 —
100 lbs Tobacco —	@ 20 cents —	20 —
Beads &c for Indians		12 —
		$172 —

— No. 6. —

Andrew B Crawford

To Mr. Vernet Dr.

Paid to Dickson	$25 —
Cash	5 —
	$30

For which I shall pay at the end of the voyage six prime fur seal skins

Andrew B Crawford

Peter J. Fory,

To Mr. Vernet Dr.

20 paid to Dickson	$22 . 4	4 1/2 skins
" " " O'Keaney	8 —	
" " " Marshall	1	3 —
	$31 . 4	7 1/2

For which I shall pay seven and a half prime fur seal skins at the end of the voyage

Peter J Fory

No 7

Mr. Parsons — Dr. to Mr. Vernet —
To account of Mrs. Dickson paid — $26.2
" 2 yards of Carpet — 3.6
$30.—

for which I will pay six fur seal skins — Joseph Parsons

Mr. Adair — Dr. to Mr. Vernet
To Wm Dickson — $33.—
" 1 Musket — for which I will pay seven fur seal skins — John E Adair

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Mr. Masher — Dr. to Mr. Vernet
To W. Dickson — $53.— = 16½
" Cash — 2.—
" " for Price — 2.50
" " " Kenney — 10.— } 6
$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. Masher

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Thomas Johnson — Dr. to Mr. Vernet
To paid W. Dickson — $35.4
" Cash — 1.—
" Marshall — 2.—
$38.4
for which I shall pay at the end of the voyage, eight prime fur seal skins, Thomas Johnson — his + mark —

Edward L. Tinklepaugh — Dr. to Mr. Vernet

To paid to Dickson ——— $44.. 6 — 9½ skins
" " " Marshall ——— 4.. 4 — 1
" " " Sink. ——— 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. Tinklepaugh.—

John Owens.— 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 seal skins (assorted). ——— John Owens

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Lewis Frances. — Dr. to Mr Vernet
To paid to Dickson $14..4 for which I shall pay at the end of the voyage three prime averag fur seal skins. ——— Lewis Frances his + mark

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No 8

Wm. Schuyler. — Dr. to Mr. Vernet
To paid to Dickson ——— $14 ——— 2½ skins
" " " Ward. ——— 6
" " " Price. ——— 2
" " " Marshall. ——— 1..50 = 4 ..
$23..50 — 6½ skins

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

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Mr. Clarke — Dr. to Mr Vernet

To paid to Willm. Dickson ——— $14..2
" " Cash $8 and $10. ——— 18..–
" Moccasings ——— 2..–
" Guanaco skin ——— 2..4 — 7
" 1 Guanaco Mantel ——— 1
Skins 8

for which I will pay at the end of the voyage Eight prime fur seal skins. ——— Wm Clarke

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William Johnston. ——— Dr to Mr Vernet
To paid to Wm Dickson. ——— $ 19.44 } = 6
" " Cash. ——— 10.— }
" " Edmunds Jg. ——— 3
" " 1 Guanaco skin ——— 1
" 1 Jacket, 1 pair trowsers & 1 pair of stockings 1
for which I shall pay at the end of the voyage, eleven prime fur seal skins. ——— 11 skins

——— William Johnstone. —

John Newman. ——— Dr to Mr Vernet
To paid to Wm Dickson $22.50 for which I shall pay at the end of the voyage three prime fur seal skins. ——— John Newman. ——— I have received five fur seal skins that had been landed on Port Louis and were private property. ——— John Newman. —

William Widgeon. ——— Dr to Mr Vernet
To paid William Dickson. ——— $ 16.2
for which I shall pay at the end of the voyage three prime fur seal skins. — Wm Widgeon his + mark

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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
Sept. 30th 1841 — Schooner Superior

Mr. Harris — Staten Land Port Louis Sat. Sept 17th 1831

Dear Shipmates. — 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 30th July and made the horse Indians on the 5th of August. — We traded some little with the Indians but not so extensively as we had anticipated. — 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 up Don Louis Vernet for having sealed the Falklands — We have been kept as prisoners, but well treated until lately when we were set at liberty by the Capt. having agreed with Mr. Vernet to go sealing the West Coast, where it is said that Capt. Law has discovered a large quantity of seal. — Captain Conger 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. — 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. — (the interlineation "but should they be commdemned" is correct.)

— No. 11 —

Port Louis Sept.r 13th 1831

Mr. Albertson

Sir, The schooner Superior has been seized by Mr. Lewis Vernet, Governor of the Falkland Isles for sealing these Isles, and the schooner Harriet being seized also, Capt.n 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 Staten Land 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 wether they belong to the Buenos Ayrean Government or to Silas C. Burrows. — I have deposited 989 prime skins with V. — yours in haste

Stephen Congar

Que despachado el
13 de Nov.re p.r Cabo
Horn la Escuna
Sea Nymph de 180
Cap.n Stephen Congar
vino de N. y.k y arribo
en el Janeiro, va armado
con un Cañon
salio el 15 de Nov.re
Brig Sea Nymph Joyce
Falkland Isl.s
Salio 15 de Nov.re
del Janeiro
La Escuna Sea Nymph
llego el 9 de Nov.re
75 dias de N.y